



TUPELO REGULAR CITY COUNCIL MEETING

DECEMBER 15, 2020 AT 6:00 PM
COUNCIL CHAMBERS | CITY HALL

AGENDA

INVOCATION: COUNCILMAN MARKEL WHITTINGTON

PLEDGE OF ALLEGIANCE: COUNCILMAN TRAVIS BEARD

CALL TO ORDER: COUNCILMAN MIKE BRYAN

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

PROCLAMATIONS

RECOGNITION GIRL/BOY SCOUTS

EMPLOYEE RECOGNITION

PUBLIC RECOGNITION

MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARINGS

APPEALS

CITIZEN HEARING

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

ACTION AGENDA

1. IN THE MATTER OF RESOLUTION CALLING AND PROVIDING FOR THE HOLDING OF A SPECIAL ELECTION **BL**
2. IN THE MATTER OF NUISANCE PROPERTIES ORDINANCE **BL**

ROUTINE AGENDA

3. IN THE MATTER OF MINUTES OF REGULAR CITY COUNCIL MEETING ON DECEMBER 1, 2020
4. IN THE MATTER OF BILL PAY **KH**
5. IN THE MATTER OF BUDGET AMENDMENT #2 **KH**
6. IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**
7. IN THE MATTER OF APPROVAL OF HOMELAND SECURITY GRANT FOR THE EOD UNIT (K-9) **AC**
8. IN THE MATTER OF APPROVAL OF HOMELAND SECURITY GRANT FOR THE EOD UNIT **AC**
9. IN THE MATTER OF SOLE SOURCE FOR COLORADO TIME SYSTEMS **AF**
10. IN THE MATTER OF TUPELO SPORTS COUNCIL CONTRACT APPROVAL **AF**
11. IN THE MATTER OF SURPLUS AND RETIREMENT OF DUTY WEAPON (HASSELL) **BA**
12. IN THE MATTER OF SURPLUS VEHICLE **BA**
13. IN THE MATTER OF RATIFICATION OF CONSTRUCTION CONTRACT FOR EASON BOULEVARD BRIDGE RIP RAP BID # 2020-036-PW **DRB**
14. IN THE MATTER OF BAD DEBT WRITE-OFF JULY 2019 – DECEMBER 2019 **JT**
15. IN THE MATTER OF TRA MINUTES DECEMBER 10, 2020 **DB**
16. IN THE MATTER OF BID REJECTION 2020-037FP MAINTENANCE **BL**
17. IN THE MATTER OF PROCUREMENT FOR GROUNDS MAINTENANCE AND HOUSEKEEPING OF FAIRPARK DISTRICT CAMPUS AND DOWNTOWN TUPELO CORE GENERAL GROUNDS MAINTENANCE **BL**
18. IN THE MATTER OF COLISEUM MINUTES OCTOBER 26, 2020 **KK**

(CLOSE REGULAR SESSION)

STUDY AGENDA

EXECUTIVE SESSION

[E1.](#) IN THE MATTER OF EXECUTIVE SESSION **BL**

ADJOURNMENT



AGENDA REQUEST

TO: Mayor and City Council

FROM: Ben Logan, City Attorney

DATE December 10, 2020

SUBJECT: IN THE MATTER OF RESOLUTION CALLING AND PROVIDING FOR THE HOLDING OF A SPECIAL ELECTION **BL**

Request:

Resolution setting election for Major Thoroughfare Plan Phase VII.
Public Hearing was held on December 1, 2020.

RESOLUTION

A RESOLUTION CALLING AND PROVIDING FOR THE HOLDING OF A SPECIAL ELECTION WITHIN THE CITY OF TUPELO, MISSISSIPPI, TO DETERMINE IF THE CITY OF TUPELO SHALL INCREASE THE LIMITATION PRESCRIBED IN SECTION 27-39-321, MISSISSIPPI CODE OF 1972, AS AMENDED, TO AUTHORIZE CONTINUING THE SPECIAL LEVY OF TEN (10) MILLS OF AD VALOREM TAXES UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF TUPELO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND FOR EACH OF THE NEXT FOUR (4) SUCCEEDING FISCAL YEARS THEREAFTER, THE TOTAL RECEIPTS FROM WHICH SPECIAL LEVY TO BE USED FOR THE PURPOSE OF STREET IMPROVEMENTS, INCLUDING CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES AND PURCHASING LAND THEREFOR.

WHEREAS, the Tupelo city Council (the “Governing Body”) acting for and on behalf of the City of Tupelo, Mississippi (the “City”) does hereby find, determine, adjudicate and declare as follows:

1. It is necessary and advisable and in the public interest of the City and its inhabitants to continue additional revenues for the purpose of street improvements, including constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities and purchasing land therefor, for which there are no other available funds on hand.

2. Under the provision of Section 27-39-321(2) Mississippi Code of 1972, as amended, the City is authorized to call an election on the question of increasing the limitation prescribed in Section 27-39-321(1), so as to authorize a special additional ad valorem tax levy for the purpose of obtaining and continuing such additional revenues for street improvements; and

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY AS FOLLOWS:

SECTION 1: The Governing Body does hereby determine that there exists a need for additional revenues for street improvements and does declare its intentions to continue the levy of an additional ten (10) mills of ad valorem taxes upon all taxable property within the City of Tupelo for the fiscal year beginning October 1, 2021, and for each of the next four (4) succeeding fiscal years thereafter, the total receipts from which special levy to be used for the

purpose of constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor.

SECTION 2: A special election shall be and the same is hereby called and ordered to be held within the City of Tupelo, Mississippi, on Tuesday the ___ of February, 2021, for the purpose of submitting to the qualified electors of the City in the following proposition:

SHALL THE CITY OF TUPELO, MISSISSIPPI, (THE “CITY”) INCREASE THE LIMITATION PRESCRIBED IN SECTION 27-39-321, MISSISSIPPI CODE OF 1972, AS AMENDED, TO AUTHORIZE CONTINUING THE SPECIAL LEVY OF TEN (10) MILLS OF AD VALOREM TAXES UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF TUPELO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND FOR EACH OF THE NEXT FOUR (4) SUCCEEDING FISCAL YEARS THEREAFTER, THE TOTAL RECEIPTS FROM WHICH SPECIAL LEVY TO BE USED FOR THE PURPOSE OF STREET IMPROVEMENTS, INCLUDING CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR.

SECTION 3: The polling places at which all qualified electors will vote in the special election will be the polling places as set forth below.

The polling places for said election shall open at 7:00 a.m. and be kept open until 7:00 p.m. of the aforesaid date, and all qualified electors of the City will be entitled to vote in said election.

SECTION 4: The City Clerk shall give no less than three weeks’ notice of said special election by publication of the notice thereof in the *Northeast Mississippi Daily Journal*, a newspaper published in Tupelo, Mississippi and having a general circulation among the people of the City and qualified under Section 13-3-31, Mississippi Code of 1972, as amended. The notice shall be published once a week for at least three consecutive weeks next preceding the date of said election, said publication dates being on December ____, 2020, December ____, 2020, January ____, 2021 and January ____, 2021, and notice shall be posted at three public places in the City of Tupelo. The notice shall be substantially in the following form:

**NOTICE OF SPECIAL ELECTION
CITY OF TUPELO, MISSISSIPPI**

Notice is hereby given to the qualified electors of the City of Tupelo, Mississippi (the “City”), that a Special Election will be held in said City on Tuesday, the ___ day of February,

2021, for the purpose of submitting to the qualified electors of the City the following proposition:

PROPOSITION 1 – STREET IMPROVEMENTS

SHALL THE CITY OF TUPELO, MISSISSIPPI (THE “CITY”) INCREASE THE LIMITATION PRESCRIBED IN SECTION 27-39-321, MISSISSIPPI CODE OF 1972, AS AMENDED, TO AUTHORIZE CONTINUING THE SPECIAL LEVY OF TEN (10) MILLS OF AD VALOREM TAXES UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF TUPELO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND FOR THE NEXT FOUR (4) SUCCEEDING FISCAL YEARS THEREAFTER, THE TOTAL RECEIPTS FROM WHICH SPECIAL LEVY TO BE USED FOR THE PURPOSE OF STREET IMPROVEMENTS, INCLUDING CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES AND PURCHASING LAND THEREFOR.

The special election will be held in the following polling places in the City:

Ward	Precinct	Location
1	1	American Legion Post 49
1	2	Tupelo Furniture Market
2	3	Wesley United Methodist
3	4	Calvary Baptist Family Ministry Center
3	5	Lawndale Presbyterian Church
4	6	C.C. Augustus Center
4	7	Police Athletic League PAL
5	8	JT Neely Community Center
5	9	Student Services Center @ ICC
6	10	Wildwood Baptist Church
6	11	Harrisburg Baptist Church
7	12	Haven Acres Community Center
7	13	First Pentecostal Church

The polls of said election will be opened at seven o’clock in the morning (7:00 a.m.) and will be kept open until seven o’clock in the evening (7:00 p.m.) of the aforesaid date and the said election will be held and conducted as far as practicable, in accordance with the manner prescribed for holding of elections for the issuance of bonds by political subdivisions and otherwise in accordance with the laws regulating general elections in the State of Mississippi and the City of Tupelo, Mississippi.

All qualified electors of said City will be entitled to vote in the said election.

SECTION 5: The special election will be held and conducted by the Election Commission within and for the City and shall be conducted as far as practicable, in accordance with the laws regulating municipal bond election as provided in Section 27-39-321(2) of the Mississippi Code of 1972, as amended, and otherwise in accordance with the general election laws in the State of Mississippi and in the City. When the Election Commission shall have received the returns of the election and ascertained the result thereof, it shall, after having canvassed the same, forthwith make and return the results to the Governing Body of the City by filing a report setting out its action in the holding of the special election and the result thereof.

SECTION 6: The ballot to be used at said special election shall be in substantially the following form, to-wit:

**OFFICIAL BALLOT
SPECIAL ELECTION
CITY OF TUPELO, MISSISSIPPI
Tuesday, the ____ day of FEBRUARY, 2021**

PROPOSITION 1 – STREET IMPROVEMENTS

SHALL THE CITY OF TUPELO, MISSISSIPPI (THE “CITY”) INCREASE THE AMENDED, TO AUTHORIZE CONTINUING THE SPECIAL LEVY OF TEN (10) MILLS OF AD VALOREM TAXES UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF TUPELO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND FOR THE NEXT FOUR (4) SUCCEEDING FISCAL YEARS THEREAFTER, THE TOTAL RECEIPTS FROM WHICH SPECIAL LEVY TO BE USED FOR THE PURPOSE OF STREET IMPROVEMENTS, INCLUDING CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES AND PURCHASING LAND THEREFOR?

**FOR CONTINUING THE TEN (10) MILLS SPECIAL
LEVY OF AD VALOREM TAXES FOR
STREET IMPROVEMENTS _____**

**AGAINST CONTINUING THE TEN (10) MILLS SPECIAL
LEVY OF AD VALOREM TAXES FOR
STREET IMPROVEMENTS _____**

Place a mark in the square opposite your choice on the proposition.

**OFFICIAL BALLOT
SPECIAL ELECTION
CITY OF TUPELO, MISSISSIPPI**

Tuesday, the _____ day of February, 2021

SECTION 7: The Chair of Election Commission, or his or her designee, shall be and is hereby designated and appointed to have the ballots prepared and printed for use in the holding of the special election. If the Chair or designee is unable to have the ballots prepared and printed, the Election Commission will appoint another Commissioner for this purpose.

SECTION 8: The City Clerk be and is hereby authorized and directed to forthwith prepare a true and correct copy of this resolution and to certify the same to the Election Commission for the City as and for their warrant and authority for the holding of the special election as herein provided and required by the laws of the State of Mississippi.

SECTION 9: If approved by a majority of the qualified electors of the city voting thereon, the limitation prescribed in section 27-39-321, shall be increased to continue and renew the levy of an additional ten (10) mills of ad valorem taxes upon all taxable property within the City of Tupelo for the fiscal year beginning October 1, 2021 and for each of the next four (4) succeeding fiscal years thereafter, the total receipts from which special levy to be used for the purpose of street improvements, including constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor.

SECTION 10: The City Clerk shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of publication of the Notice of Election and to have the same presented to the Governing Body.

SECTION 11: In the event that a court of competent jurisdiction shall find that any portion of this resolution invalid or unenforceable, the remainder of the resolution shall remain in full force and effect.

The foregoing resolution was proposed in a motion by Council Member _____, seconded by Council Member _____

Councilmember Whittington voted	_____
Councilmember L. Bryan voted	_____
Councilmember Beard voted	_____
Councilmember Davis voted	_____
Councilmember Palmer voted	_____
Councilmember M. Bryan voted	_____
Councilmember Jennings voted	_____

Having received a majority vote, the President of the Council declared that the resolution had passed as set forth above.

RESOLVED AND ORDERED BY THE COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI on this the _____ day of _____, 2020.

CITY OF TUPELO, MISSISSIPPI

BY: _____
Mike Bryan, City Council President

ATTEST:

MISSY SHELTON, Clerk of Council

APPROVED:

JASON L. SHELTON, Mayor

DATE

**OFFICIAL BALLOT
SPECIAL ELECTION
CITY OF TUPELO, MISSISSIPPI
Tuesday, the ____ day of February, 2021**

PROPOSITION 1 – STREET IMPROVEMENTS

SHALL THE CITY OF TUPELO, MISSISSIPPI (THE “CITY”) INCREASE THE AMENDED, TO AUTHORIZE CONTINUING THE SPECIAL LEVY OF TEN (10) MILLS OF AD VALOREM TAXES UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF TUPELO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND FOR THE NEXT FOUR (4) SUCCEEDING FISCAL YEARS THEREAFTER, THE TOTAL RECEIPTS FROM WHICH SPECIAL LEVY TO BE USED FOR THE PURPOSE OF STREET IMPROVEMENTS, INCLUDING CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES AND PURCHASING LAND THEREFOR?

**FOR CONTINUING THE TEN (10) MILLS SPECIAL
LEVY OF AD VALOREM TAXES FOR
STREET IMPROVEMENTS**

**AGAINST CONTINUING THE TEN (10) MILLS SPECIAL
LEVY OF AD VALOREM TAXES FOR
STREET IMPROVEMENTS**

Place a mark in the square opposite your choice on the proposition.

**OFFICIAL BALLOT
SPECIAL ELECTION
CITY OF TUPELO, MISSISSIPPI
Tuesday, the ____ day of February, 2021**



AGENDA REQUEST

TO: Mayor and City Council
FROM: Ben Logan, City Attorney
DATE December 10, 2020
SUBJECT: IN THE MATTER OF NUISANCE PROPERTIES ORDINANCE

Request:

Ordinance addressing chronic nuisance properties (criminal activity, discharge of weapons, noise, gang related activities).

This was on the Study Agenda on December 1 and a Work Session was held on December 8, 2020.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Missy Shelton, Council Clerk

DATE: December 10, 2020

SUBJECT: IN THE MATTER OF MINUTES OF REGULAR CITY COUNCIL MEETING
ON DECEMBER 1, 2020

Request:

Please review and approve.

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO

STATE OF MISSISSIPPI

DECEMBER 01, 2020

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, December 1, 2020 at 6:00 p.m. with the following in attendance: Council members Markel Whittington, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Mike Bryan and Willie Jennings; Attorney Ben Logan and Missy Shelton, Clerk of the Council.

Councilman Markel Whittington gave the invocation. Councilman Travis Beard led the pledge of allegiance.

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

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Councilman Palmer moved, seconded by Councilman Jennings, to confirm the agenda and agenda order as presented. The vote was unanimous in favor.

PUBLIC RECOGNITIONS

Councilman Lynn Bryan commended Greg Pirkle and the Major Thoroughfare Committee for all the hard work they do and said he thinks they have done and continue doing a great job.

Councilwoman Nettie Davis said she hopes everyone had a Happy Thanksgiving and gave a special thanks to all those who gave turkeys for the holidays. She also invited all to attend the 75th birthday celebration of Emanuel Church of God in Christ, which will be held on Sunday, December 6.

Councilman Mike Bryan reminded everyone to shop local.

MAYOR'S REMARKS

Mayor Shelton began by saying that he was appreciative that he had the option to use ZOOM due to COVID-19. He echoed Councilman M Bryan in urging all to shop local to support our businesses. He agreed with Councilman L Bryan's comments concerning what a wonderful program MTP is and how it has been a benefit to the City of Tupelo. He mentioned several Proclamations that he has recently signed: 1. Slim Jxmmi Day (**APPENDIX A**) 2. Swae Day (**APPENDIX B**) 3. Asya Branch Day (**APPENDIX C**) and 4. Lung Cancer Awareness Month (**APPENDIX D**). The economy of the City of Tupelo is strong, in spite of COVID-19. Sales tax receipts for the last 8 years is record setting. There are currently local and state executive orders concerning protocol to fight the spread of COVID-19: masks, hand washing, social distancing and avoiding large crowds.

IN THE MATTER OF PUBLIC HEARING ESTABLISHING PRIORITIES FOR TUPELO MAJOR THOROUGHFARE PROGRAM VII

Mr. Eddie Carnathan, former member of the Major Thoroughfare Committee, encouraged the Council to continue to support the Major Thoroughfare Program and to consider partnering with other agencies to widen Gloster/Highway 145 North from Tupelo to Highway 45.

IN THE MATTER OF PUBLIC HEARING FOR REZONING

Councilman Whittington moved, seconded by Councilman L Bryan, to table this item for rezoning of property located at 2003 S Veterans Boulevard from Industrial to Mixed Use Residential. The vote was unanimous in favor to table.

IN THE MATTER OF ORDINANCE ESTABLISHING STREET IMPROVEMENT PRIORITIES FOR THE TUPELO MAJOR THOROUGHFARE PLAN PHASE VII

Councilwoman Davis moved, seconded by Councilman Whittington, to approve the Ordinance Establishing Street Improvement priorities for the Tupelo Major Thoroughfare Plan Phase VII. The Tupelo Major Thoroughfare Program Committee recommended a list of priorities for Phase VII which is contained in the Ordinance. Under the terms of this ordinance, the Major Thoroughfare Citizens Oversight and Lobbying Committee has also recommended to the City Council that 2.5 mills of the 10 mills annually received for the Major Thoroughfare Phase VII Program will be used by the City to maintain Major Thoroughfare roads. Eligible roads for maintenance are attached and incorporated by reference to the ordinance. An executed copy of the Ordinance is attached to these minutes and incorporated herein as **APPENDIX E**.

IN THE MATTER OF ORDINANCE FOR REZONING

Councilman Whittington moved, seconded by Councilman Beard, to table this Ordinance for Rezoning. The vote was unanimous in favor. **APPENDIX F**

IN THE MATTER OF MINUTES OF NOVEMBER 17, 2020 REGULAR COUNCIL MEETING

Councilman Palmer moved, seconded by Councilman L Bryan, to approve the minutes of the regular Council meeting dated November 17, 2020. The vote was unanimous in favor.

IN THE MATTER OF BILL PAY

Bills were reviewed at 4:00 p.m. by Council members: Travis Beard, Markel Whittington, and Willie Jennings; and Accounts Payable Clerk Traci Dillard. Councilman Jennings moved, seconded by Councilman Palmer, to approve the payment of the checks, bills, claims and utility adjustments. Of those present, the vote was unanimous in favor. **APPENDIX G**

IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS

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

IN THE MATTER OF AWARD OF RFP 2020-034CO FOR WIRELESS NETWORK FOR THE COLISEUM

The City advertised and received proposals for the design, equipment and installation of a new high-density Wi-Fi solution for the Coliseum. Councilwoman Davis moved, seconded by Councilman Whittington, to approve Synergetics, Inc for this project. The vote was unanimous in favor. **APPENDIX I**

IN THE MATTER OF CVB MINUTES FOR OCTOBER 5 AND NOVEMBER 2, 2020

Councilman Beard moved, seconded by Councilman Jennings, to approve the Minutes of the Convention and Visitor's Bureau for October 5 and November 2, 2020. The vote was unanimous in favor. **APPENDIX J**

IN THE MATTER OF REJECTION OF BID #2020-32BA FOR BEL AIR CENTER AND PRO SHOP

Tupelo Park and Recreation Director Alex Farned requested that the bids for the Bel Air Center and Pro Shop # 2020-032BA be rejected because all bids exceeded the construction budget by more than 10%. Councilman Whittington moved, seconded by Councilman L Bryan to reject the bids. The vote was unanimous in favor of rejecting the bids. **APPENDIX K**

IN THE MATTER OF APPROVAL OF FINAL LOAN AGREEMENT FOR SRF LOAN SRF-C280885-07

Councilwoman Davis moved, seconded by Councilman Beard, to approve the Final Loan Agreement for SRF Loan SRF-C280885-07 in the total amount of \$2,495,797.77. The vote was unanimous in favor and a copy of the agreement is attached to these Minutes as **APPENDIX L**.

IN THE MATTER OF RATIFICATION OF BID # 2020-030MT FOR JACKSON STREET IMPROVEMENTS (COLEY – AIRPARK)

Councilman Whittington moved, seconded by Councilman L Bryan, to ratify the contract with Cook & Son, LLC, Jackson Street Improvements Coley to Airpark - Bid # 2020-0030MT, which was awarded at the October 6, 2020 Council meeting. The vote was unanimous in favor. **APPENDIX M**

IN THE MATTER OF TRA MINUTES OF NOVEMBER 19, 2020

Councilman Beard moved, seconded by Councilman Palmer, to accept the TRA Minutes dated November 19, 2020. The vote was unanimous in favor. **APPENDIX N**

IN THE MATTER OF CHANGE ORDER #2 BID # 2020-014FP FOR FAIRPARK DEVELOPMENT IV INFRASTRUCTURE

Councilman Palmer moved, seconded by Councilman Jennings, to approve change order #2 for bid # 2020-014FP for Fairpark Development IV Infrastructure. The change is an increase in the amount of \$9,200.00 making the total bid \$1,644,840.34, which is below the original contract amount. The vote was unanimous in favor. **APPENDIX O**

IN THE MATTER OF AMENDMENT TO EMPLOYEE HANDBOOK POLICY NUMBER #502

Councilwoman Davis moved, seconded by Councilman Beard, to approve the order for revision of employee handbook policy #502 Use of Equipment and Vehicles. The vote was unanimous in favor and the Order and revision are attached to these Minutes as **APPENDIX P**.

IN THE MATTER OF APPOINTMENT OF DR. RICHARD PRICE TO ELECTION COMMISSION

Councilman Whittington moved, seconded by Councilman Palmer, to approve the appointment of Dr. Richard Price to the City of Tupelo Municipal Election Commission. The vote was unanimous in favor. **APPENDIX Q**

IN THE MATTER OF TEMPORARY CHANGE OF LOCATION OF VOTING FOR WARD 1 PRECINCT 1

Councilman Whittington moved, seconded by Councilman L Bryan, to approve a Resolution to temporarily change the location of the Ward 1 Precinct 1 voting precinct from Bel Air Center to the American Legion Post 49 located at 1875 Legion Lake Road. This change is due to pending construction to the Bel Air Center during the 2021 City of Tupelo elections. The vote was unanimous in favor. **APPENDIX R**

IN THE MATTER OF CHANGE OF LOCATION OF VOTING PRECINCT FOR WARD 3 PRECINCT 4

Councilman Beard moved, seconded by Councilman Jennings, to approve a Resolution changing the location of voting precinct Ward 3 Precinct 4 from the Old Lee County Courthouse to the Calvary Baptist Church Family Ministry Center. This change is by request from Lee County due to space limitations at the existing location. The vote was unanimous in favor. **APPENDIX S**

STUDY AGENDA

IN THE MATTER OF RESOLUTION CALLING AND PROVIDING FOR THE HOLDING OF A SPECIAL ELECTION WITHIN THE CITY OF TUPELO, MISSISSIPPI, TO DETERMINE IF THE CITY OF TUPELO SHALL INCREASE THE LIMITATION PRESCRIBED IN SECTION 27-39-321, MISSISSIPPI CODE OF 1972, AS AMENDED, TO AUTHORIZE CONTINUING THE SPECIAL LEVY OF TEN (10) MILLS OF AD VALOREM TAXES UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF TUPELO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND FOR EACH OF THE NEXT FOUR (4) SUCCEEDING FISCAL YEARS THEREAFTER, THE TOTAL RECEIPTS FROM WHICH SPECIAL LEVY TO BE USED FOR THE PURPOSE OF STREET IMPROVEMENTS, INCLUDING

CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES AND PURCHASING LAND THEREFOR

This item will be moved up to the next agenda.

IN THE MATTER OF NUISANCE PROPERTIES ORDINANCE

This item will be moved up to the next agenda.

ADJOURNMENT

There being no further business to come before the City Council at this time, Councilman Jennings moved, seconded by Councilman Palmer, to adjourn the meeting. The vote was unanimous in favor. This the 1st day of December, 2020.

Mike Bryan, President
City Council

ATTEST:

Missy Shelton, Clerk of the Council

Jason Shelton, Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, COO
DATE December 10, 2020
SUBJECT: IN THE MATTER OF BILL PAY **KH**

Request:

Pleaser review and approve.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO
DATE December 15, 2020
SUBJECT: IN THE MATTER OF BUDGET AMENDMENT #2 **KH**

Request:

Please review and approve amendment #2

ITEMS:

Amendment #2

City of Tupelo
Fy 2021 Budget Revision #2

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

	Original Budget	Amendment	Amended Budget
General Fund Revenues			
Local Taxes	7,897,082		7,897,082
Licenses & Permits	1,030,000		1,030,000
Intergovernmental Revenues	26,614,285	541,560	27,155,845
Charges for Services	747,000		747,000
Fines & Forfeits	728,000		728,000
Interest Income & Misc. Revenues	723,860		723,860
Other Financing Resources	226,471		226,471
Unreserved Fund Balance	-	4,341,535	4,341,535
Total General Fund Revenues	<u>37,966,698</u>	<u>4,883,095</u>	<u>42,849,793</u>

Purpose: To increase the intergovernmental revenue based on updated projections
To budget for the excess revenues over collections to be transferred to the Capital and Infrastructure Fund.

Expenditures:

City Council

Personnel	294,770	4,051	298,821
Supplies	5,000		5,000
Other Services & Charges	331,650		331,650
Capital	-	-	-
Total City Council	<u>631,420</u>	<u>4,051</u>	<u>635,471</u>

Purpose: Proposed Cola and insurance increase.

Executive Dept.

Personnel	731,445	13,516	744,961
Supplies	22,000		22,000
Other Services & Charges	277,475		277,475
Capital	-	-	-
Total Executive Dept.	<u>1,030,920</u>	<u>13,516</u>	<u>1,044,436</u>

Purpose: Proposed Cola and insurance increase.

City Court

Personnel	838,324	19,581	857,905
Supplies	23,100		23,100
Other Services & Charges	107,601		107,601
Capital	7,000	-	7,000
Total City Court	<u>976,025</u>	<u>19,581</u>	<u>995,606</u>

Purpose: Proposed Cola and insurance increase.

	Original Budget	Amendment	Amended Budget
<u>Budget & Accounting</u>			
Personnel	932,466	(53,527)	878,939
Supplies	68,600		68,600
Other Services & Charges	429,858	40,691	470,549
Capital	41,500	-	41,500
Total Budget & Accounting	<u>1,472,424</u>	<u>(12,836)</u>	<u>1,459,588</u>

Purpose: Proposed Cola and insurance increase and to transfer the grant position to other services and charges.

<u>CVB</u>			
Personnel	142,507	3,066	145,573
Total CVB Expenditures	<u>142,507</u>	<u>3,066</u>	<u>145,573</u>

Purpose: Proposed Cola and insurance increase.

<u>Personnel Dept.</u>			
Personnel	153,451	3,484	156,935
Supplies	4,100		4,100
Other Services & Charges	27,946	60,500	88,446
Capital	-	-	-
Total Personnel Dept.	<u>185,497</u>	<u>63,984</u>	<u>249,481</u>

Purpose: Proposed COLA and insurance increase and to add the cost of a payroll processing service.

<u>Development Services</u>			
Personnel	1,255,521	27,890	1,283,411
Supplies	24,000		24,000
Other Services & Charges	66,921		66,921
Capital	-	-	-
Total Development Services	<u>1,346,442</u>	<u>27,890</u>	<u>1,374,332</u>

Purpose: Proposed Cola and insurance increase.

<u>Police Dept</u>			
Personnel	8,740,619	199,497	8,940,116
Supplies	563,000		563,000
Other Services & Charges	1,526,293		1,526,293
Capital	179,500	-	179,500
Total Police Dept.	<u>11,009,412</u>	<u>199,497</u>	<u>11,208,909</u>

Purpose: Proposed Cola and insurance increase.

<u>Fire Dept</u>			
Personnel	5,821,595	133,760	5,955,355
Supplies	282,150		282,150
Other Services & Charges	301,689		301,689
Capital	-	-	-
Total Fire Dept.	<u>6,405,434</u>	<u>133,760</u>	<u>6,539,194</u>

Purpose: Proposed Cola and insurance increase.

	Original Budget	Amendment	Amended Budget
<u>Public Works</u>			
Personnel	2,982,418	67,846	3,050,264
Supplies	363,100		363,100
Other Services & Charges	2,176,058		2,176,058
Capital	17,000	-	17,000
Total Public Works	<u>5,538,576</u>	<u>67,846</u>	<u>5,606,422</u>
Purpose:	Proposed Cola and insurance increase.		
<u>Parks & Recreation</u>			
Personnel	1,837,506	39,880	1,877,386
Supplies	377,585		377,585
Other Services & Charges	921,062		921,062
Capital	10,000	-	10,000
Total Parks & Rec	<u>3,146,153</u>	<u>39,880</u>	<u>3,186,033</u>
Purpose:	Proposed Cola and insurance increase.		
<u>Aquatics Facility</u>			
Personnel	429,287	5,752	435,039
Supplies	103,500		103,500
Other Services & Charges	363,075		363,075
Capital	5,000	-	5,000
Total Aquatics Facility	<u>900,862</u>	<u>5,752</u>	<u>906,614</u>
Purpose:	Proposed Cola and insurance increase.		
<u>Museum</u>			
Personnel	123,282	2,898	126,180
Supplies	9,000		9,000
Other Services & Charges	30,850		30,850
Capital	-	-	-
Total Museum	<u>163,132</u>	<u>2,898</u>	<u>166,030</u>
Purpose:	Proposed Cola and insurance increase.		
Community Services	<u>1,040,904</u>	<u>10,000</u>	<u>1,050,904</u>
Purpose:	To increase community outreach for advertising for various Covid-19 campaigns.		
Debt Service	<u>664,621</u>	<u>-</u>	<u>664,621</u>
Purpose:			
Other Financing Uses	<u>3,244,483</u>	<u>4,341,535</u>	<u>7,586,018</u>
Reserves	<u>67,886</u>	<u>(37,325)</u>	<u>30,561</u>
Total General Fund Expenditures	<u>37,966,698</u>	<u>4,883,095</u>	<u>42,849,793</u>

	Original Budget	Amendment	Amended Budget
Fund #327			
Tupelo Capital & Infrastructure Fund			
Revenues			
Grants	985,889	224,132	1,210,021
Transfer from Other Funds	3,317,454	1,150,000	4,467,454
Donations	-		-
Bond Proceeds	-		-
Unreserved Fund Balance	<u>12,906,766</u>	<u>348,221</u>	<u>13,254,987</u>
Total Revenues	<u>17,210,109</u>	<u>1,722,353</u>	<u>18,932,462</u>

Purpose: To update the capital plan for carryover needed for FY 2021 projects.

Expenditures			
Other Services & Charges			
Maintenance Projects	288,504		288,504
Street Overlay	3,033,850		3,033,850
Neighborhood Revitalization	750,513		750,513
Beautification/Community Projects	25,825		25,825
Contingies/Grant Matches	<u>100,000</u>	<u>-</u>	<u>100,000</u>
Total Other Services & Charges	<u>4,198,692</u>	<u>-</u>	<u>4,198,692</u>
Capital			
Infrastructure Improvements	6,788,510	572,353	7,360,863
Equipment	590,782	50,000	640,782
Building Improvements	3,498,070	1,100,000	4,598,070
Park Improvements	693,755		693,755
Vehicles	220,489		220,489
Police Vehicles/Equipment	300,905		300,905
Fire Equipment/Trucks	918,906		918,906
Contingencies(Grant Matches)	<u>-</u>	<u>-</u>	<u>-</u>
Total Capital	<u>13,011,417</u>	<u>1,722,353</u>	<u>14,733,770</u>
Other Financing Uses	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures	<u>17,210,109</u>	<u>1,722,353</u>	<u>18,932,462</u>

Purpose: To increase the budget for the Station #2 project, Bel Air and the additional equipment for the payroll project.

	Original Budget	Amendment	Amended Budget
Fund 102			
Tourism Fund			
Revenues			
Intergovernmental Revenues	3,461,927		3,461,927
Interest & Miscellaneous Income	25,000	15,785	40,785
Unreserved Fund Balance	768,441	-	768,441
	<u>4,255,368</u>	<u>15,785</u>	<u>4,271,153</u>
Total Revenues	<u>4,255,368</u>	<u>15,785</u>	<u>4,271,153</u>
Expenditures			
Personnel Services	715,556	15,785	731,341
Supplies	19,500		19,500
Other Services & Charges	1,984,411		1,984,411
Capital Outlay	10,000		10,000
Other Financing Uses	1,525,901	-	1,525,901
	<u>4,255,368</u>	<u>15,785</u>	<u>4,271,153</u>
Total Expenditures	<u>4,255,368</u>	<u>15,785</u>	<u>4,271,153</u>

Purpose To budget for the proposed COLA and the increase for the employee health insurance.

Fund 334
Major Thoroughfare Fund Phase VI

Revenues			
Ad Valorem Taxes	5,182,793		5,182,793
Homestead	169,387		169,387
Grants	-	750,000	750,000
Interest & Miscellaneous Income	25,000	2,338	27,338
Unreserved Fund Balance	5,800,000	-	5,800,000
	<u>11,177,180</u>	<u>752,338</u>	<u>11,929,518</u>
Total Revenues	<u>11,177,180</u>	<u>752,338</u>	<u>11,929,518</u>
Expenditures			
Personnel Services	106,100	2,338	108,438
Other Services & Charges	2,277,195		2,277,195
Capital Outlay	8,793,885	750,000	9,543,885
Other Financing Uses	-	-	-
	<u>11,177,180</u>	<u>752,338</u>	<u>11,929,518</u>
Total Expenditures	<u>11,177,180</u>	<u>752,338</u>	<u>11,929,518</u>

Purpose To budget for the proposed COLA and the increase for the employee health insurance.
To budget for the DIP grant not carried over from the prior year.

	Original Budget	Amendment	Amended Budget
Fund 404			
Sanitation Fund			
Revenues			
Charges for Services	3,499,686		3,499,686
Franchise Fee	325,000		325,000
Interest & Miscellaneous Income	10,000		10,000
Unreserved Fund Balance	-	168,594	168,594
	<u> </u>	<u> </u>	<u> </u>
Total Revenues	<u>3,834,686</u>	<u>168,594</u>	<u>4,003,280</u>
Expenditures			
Personnel Services	424,457	9,594	434,051
Other Services & Charges	3,410,229		3,410,229
Capital Outlay	-	159,000	159,000
Other Financing Uses	-	-	-
	<u> </u>	<u> </u>	<u> </u>
Total Expenditures	<u>3,834,686</u>	<u>168,594</u>	<u>4,003,280</u>

Purpose To budget for the proposed COLA and the increase for the employee health insurance.
 To also budget for the knuckle boom truck ordered in FY 2020 but not arrive until FY 2021.

Voting

Councilman Markel Whittington	_____
Councilman Lynn Bryan	_____
Councilman Travis Beard	_____
Councilman Nettie Davis	_____
Councilman Buddy Palmer	_____
Councilman Mike Bryan	_____
Councilman Willie Jennings	_____

Approved:

President of the Council
City of Tupelo

Attest:

Clerk of the Council

Mayor
City of Tupelo

Attest:

City Clerk



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE December 15, 2020

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

Request:

There are no items for approval at this time.

ITEMS:

None



AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Writer

DATE: December 09, 2020

SUBJECT: IN THE MATTER OF APPROVAL OF HOMELAND SECURITY GRANT
FOR THE EOD UNIT (K-9) AC

Request:

Please find the attached grant contract for a Homeland Security Grant in the amount of \$20,000.00.

The Tupelo Police Department will use this funding allocated under this grant for the purchase of a new K-9, as well as a vehicle upfit to accommodate this K-9.

There is no match.



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

SUBRECIPIENT GRANT AWARD

Subrecipient: **CITY OF TUPELO POLICE DEPARTMENT (BOMB SQUAD)**
(K-9, Outfitting the K-9)

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

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

Total Amount of Award: **\$20,000.00** Grant No.: **20LE366B**

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

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


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

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

ACCEPTANCE FOR THE SUBRECIPIENT



Signature of Official Authorized to Sign



Signature of MOHS Director

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

GRANT RECIPIENT AGREEMENT

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



 Grant Recipient Representative

09 Dec. 2020

 Date

MISSISSIPPI OFFICE OF HOMELAND SECURITY

STATE HOMELAND SECURITY GRANT PROGRAM SPECIAL CONDITIONS

* * * * *

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

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



 Signature of the Chief Executive Officer

09 Dec. 2020

 Date

**STATE OF MISSISSIPPI
AND
GOVERNOR TATE REEVES**



**HOMELAND SECURITY
COOPERATIVE AGREEMENT**

Between

**CITY OF TUPELO POLICE DEPARTMENT (BOMB
SQUAD)**

AND

MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY



HOMELAND SECURITY COOPERATIVE AGREEMENT (CA)

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

Article I. Purpose

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

Article II. Budget Narrative

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

Article III. Period of Performance

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

Article IV. Reports

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

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

Article V. Roles and Responsibilities

A. Local Sub recipient General Guidance

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

B. Local Homeland Security Program Guidance

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

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

C. State Recipient

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

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

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

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

Development Agency of the Department of Commerce and MS Development Authority Office of Minority Business.

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

Article VI. Funding Consideration

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

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

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

personnel, supplies, etc. has been paid for in-full by *Sub-recipient* and attached to an approved grant application.

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

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

Article VIII. Nonperformance

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

Article IX. Administrative Provisions

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

C. Other Provisions

1. Nothing in this agreement is intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
2. Sub-recipient is required to ensure that grant monies are used to support all Emergency Service related agencies and departments, specifically law enforcement, fire and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.
3. If the sub-recipient (organization/jurisdiction) expends \$750,000 or more in federal funds (from all sources including pass-through sub awards) in the sub-recipient's (organization/jurisdiction) fiscal year (12-month turnaround reporting period) is required to have a single organization/jurisdiction wide audit conducted in accordance with 2 CFR 200.
4. All final requests for reimbursement must be received in the Mississippi Office of Homeland Security no later than 45 days after the period of performance.
5. Sub-recipient is required to complete EHP Review as required for Equipment Purchases and any type of Construction.
6. All sub-recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities in order to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.
7. **Effective October 1, 2010 ALL sub-recipients are required to have and furnish a Dun and Bradstreet Data Universal Numbering System (DUNS) number to the Mississippi Office of Homeland Security as a component of the Article IX. A DUNS number is the nine digit number established and assigned by Dun and Bradstreet, Inc (D&B) to uniquely identify business entities. If your jurisdiction**

does not have a DUNS number, one may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

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

Article X. Monitoring

A. Management Decision

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


B. Audit Review Follow-Up

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

Article XI. Execution

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

**SUBRECIPIENT: CITY OF TUPELO POLICE DEPARTMENT (BOMB SQUAD)
ATTESTS:**

By:  Date: 09 Dec. 2020
Authorized Official

DUNS Number: 08-326-7666

APPROVED: State of Mississippi

By:  Date: _____
Executive Director
Mississippi Office of Homeland Security

**LAW ENFORCEMENT TERRORISM PREVENTION
GRANT PROGRAM**

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

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

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

Develop or conduct assessments, including but not limited to:

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

Allowable Training Costs

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

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

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

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

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

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

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

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

- o **Participant Manual/Guide/Workbook:** The published student material that contains the supporting information in booklet or handout form that the participant has available for reference
 - o **Audio/Visual Support Materials:** Any audio/visual components that are part of any learning module, session, lesson, or that supports the overall training being delivered
 - o **Special Support Materials:** Any descriptions of practical exercises, tabletop exercises, hands-on exercises, or other material that supports learning objectives
- **Module/Session/Lesson Content.** Training courses should be designed based on a building block approach. Each sub-component in the course should be titled as a module, session, or lesson. Regardless of the title, each module, session, or lesson, should have a Lesson Administration Page that outlines the following:
- o **Scope Statement:** A brief description of the content of the module, session or lesson
 - o **Terminal Learning Objectives:** An action verb statement that outlines what the participant is expected to learn or be capable of performing at the conclusion of the module, session, or lesson. There should be only one terminal learning objective per module, session, or lesson
 - o **Enabling Learning Objectives:** Enabling learning objectives are the incremental learning objectives that support the terminal learning objective. There should be at least one enabling learning objective per module, session or lesson. Each enabling learning objective must be a measurable performance statement that enables the participant to demonstrate achievement of the terminal learning objective
 - o **Resource List:** A listing of the resources needed to successfully accomplish the module, session, or lesson
 - o **Instructor to Participant Ratio:** The instructor to participant requirement for successful presentation of the material (e.g., 1:25)
 - o **Reference List:** A listing of all reference materials used to develop the module, session, or lesson (This information may also be included as a bibliography).
 - o **Practical Exercise Statement:** This describes any exercises associated with the module, session, or lesson
 - o **Evaluation Strategy:** This defines the strategy used to evaluate the module, session, or lesson (e.g., written and/or performance test).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Allowable Exercise Costs

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

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

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

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

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

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

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

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

Allowable Management and Administrative Costs

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

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

Unauthorized Program Expenditures

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

Designation of Subgrantee Grant Administrator (SGA) HOMELAND SECURITY PROGRAM

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

Name: Abby Christian Title: Grant Writer
(Subgrantee Grant Administrator)

Organization Name: City of Tupelo

Mailing Address: P.O. Box 1485

City: Tupelo, MS Zip Code 38802-1485

Telephone Number: (662) 841-6565 Fax Number: (662) 840-2074

Cellular Number: (662) 687-4269 Pager Number: () _____

Email Address: abby.christian@tupeloms.gov

Appointed by: Jason L. Shelton Date: Dec. 07, 2020
(Print Subgrantee Official's Name)

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



City of Tupelo

Jason L. Shelton
Mayor

HOMELAND SECURITY GRANT 20LE366B

Scope of Work

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

Narrative Statement

The Tupelo Police Department’s EOD unit plans to use FY2020 Homeland Security Grant Program funds to support the following project and objectives from the State of Mississippi’s Homeland Security Strategy.

Project

Enhance capability to respond to acts of domestic and international terrorism.

Goal

Provide prevention, deterrence and emergency response to a potential terrorism event within the state.

Objectives

The Tupelo Police Department will develop and improve their capability to combat the affects of a terrorism event. This explosive device mitigation and remediation purchase will ultimately enhance the department’s ability to prevent, respond to, and mitigate incidents of terrorism, security and CBRNE weapons/cyber-attacks.

The department’s previous EOD K-9 retired in 2019; this funding will enable the department to purchase a new K-9 that will be as asset to the EOD unit. In addition, this funding will allow the department to upfit a vehicle to accommodate the K-9.

Budget

Specifically, the Tupelo Police Department will use this funding allocated under this grant for the purchase of a K-9 and to upfit a vehicle to accommodate the K-9.

The total project cost is estimated to be \$20,000.00.

Fiscal Year 2020 State Domestic Preparedness Equipment Program Equipment Purchase Budget Detail Worksheet and Impact of Funding Table

Jurisdiction: Tupelo EOD Unit

Category	Item	Quantity	Total Cost	Items to Each Discipline (s)	Allocation to Each Discipline (s)
Personal Protective Equipment					
Explosive Device Mitigation and Remediation Equipment	K-9 Vehicle Upfit	1 1	\$10,000 \$10,000	EOD	\$20,000
CBRNE Search & Rescue Equipment					
Interoperable Communication Equipment					
Detection Equipment					
Decontamination Equipment					
Physical Security Enhancement Equipment					
Terrorism Incident Prevention Equipment					
CBRNE Logistical Support Equipment					
CBRNE Incident Response Vehicle					
Medical Supplies and Limited Types of Pharmaceuticals					
CBRNE Reference Materials					
Agricultural Terrorism Prevention, Response and Mitigation Equipment					
CBRNE Response Watercraft					



Mississippi Department of Public Safety
Office of Homeland Security



IMPLEMENTATION SCHEDULE

Implementation Tasks	Person Responsible	Implementation Proposed Time Frame (Proposed Quarters)				Implementation Actual Time Frame (Actual Dates)			
		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
Approval of grant by Council	Abby Christian	X							
Issue purchase order to vendor(s)	Robert Vail	X							
Receive equipment	Robert Vail		X						
Submit for reimbursement	Abby Christian		X						
Close grant	Abby Christian		X						

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



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



Item # 7.

GRANT TERMS AND CONDITIONS

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

GRANT NO. **20LE366B**

CERTIFICATION BY PROJECT DIRECTOR *

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

Name: Abby Christian Title: Grant Writer
 (Please Print or Type)

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

Phone Number: (662) 841-6565

Pager Number: _____

Fax Number: _____ E-Mail Address: Abby.Christian@tupeloms.gov

Signature:  Bonded: Yes No

CERTIFICATION BY FINANCIAL OFFICER *

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


Name: Kim W. Hanna Title: Chief Financial Officer/City Clerk
 (Please Print or Type)

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

Phone Number: (662) 841-6502

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

Pager Number: _____

Signature:  Bonded: Yes No



Mississippi Department of Public Safety
Office of Homeland Security



Item # 7.

GRANT TERMS AND CONDITIONS

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

GRANT NO. 20LE366B

CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN * (Administrator)

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

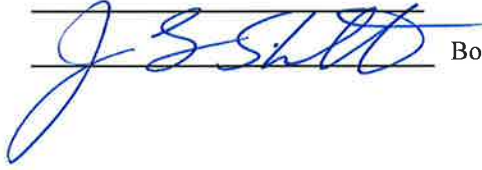
Name: Jason L. Shelton Title: Mayor
(Please Print or Type)

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

Phone Number: (662) 841-6413

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

Pager Number: _____

Signature:  Bonded: Yes No

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

2020 NCSR Completion Certification

2020 NCSR Progress

Organization	Questionnaire ID	Year	Progress	(NCSR) Demo 3: Cybersecurity Governance	Progress Status	Org User	Postal Code	State of O
Mississippi - City of Tupelo	684517	2020	142 of 142 Completed	Your organization only		Christian, Abby King, David	38802	Mississippi



AGENDA REQUEST

TO: Mayor and City Council
FROM: Abby Christian, Grant Writer
DATE: December 09, 2020
SUBJECT: IN THE MATTER OF APPROVAL OF HOMELAND SECURITY GRANT
FOR THE EOD UNIT AC

Request:

Please find the attached grant contract for a Homeland Security Grant in the amount of \$63,361.00.

The Tupelo Police Department will use this funding allocated under this grant for the purchase of air purifying respirators, Smart-Ray X-ray, filters, Tyveks suits, booties, gloves, chemical gloves, chem tape, and a hazmat field sampling kit.

There is no match.



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

SUBRECIPIENT GRANT AWARD

Subrecipient: **CITY OF TUPELO POLICE DEPARTMENT (BOMB SQUAD)**
(Air Purifying Respirators, Smart -Ray X-Ray, Filters, Tyveks suits, Booties, Gloves, Chemical Gloves, Chem Tape, Hazmat Field Sampling Kit,)

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

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

Total Amount of Award: **\$63,361.00** Grant No.: **N20LE366B**

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

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


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

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

ACCEPTANCE FOR THE SUBRECIPIENT



Signature of Official Authorized to Sign



Signature of MOHS Director

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

GRANT RECIPIENT AGREEMENT

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



 Grant Recipient Representative

09 Dec. 2020

 Date

MISSISSIPPI OFFICE OF HOMELAND SECURITY

STATE HOMELAND SECURITY GRANT PROGRAM SPECIAL CONDITIONS

* * * * *

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

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



 Signature of the Chief Executive Officer

09 Dec. 2020

 Date

**STATE OF MISSISSIPPI
AND
GOVERNOR TATE REEVES**



**HOMELAND SECURITY
COOPERATIVE AGREEMENT**

Between

**CITY OF TUPELO POLICE DEPARTMENT (BOMB
SQUAD)**

AND

MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY



HOMELAND SECURITY COOPERATIVE AGREEMENT (CA)

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

Article I. Purpose

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

Article II. Budget Narrative

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

Article III. Period of Performance

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

Article IV. Reports

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

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

Article V. Roles and Responsibilities

A. Local *Sub recipient* General Guidance

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

B. Local Homeland Security Program Guidance

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

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

C. State Recipient

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

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

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

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

Development Agency of the Department of Commerce and MS Development Authority Office of Minority Business.

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

Article VI. Funding Consideration

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

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

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

personnel, supplies, etc. has been paid for in-full by *Sub-recipient* and attached to an approved grant application.

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

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

Article VIII. Nonperformance

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

Article IX. Administrative Provisions

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

C. Other Provisions

1. Nothing in this agreement is intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
2. Sub-recipient is required to ensure that grant monies are used to support all Emergency Service related agencies and departments, specifically law enforcement, fire and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.
3. If the sub-recipient (organization/jurisdiction) expends \$750,000 or more in federal funds (from all sources including pass-through sub awards) in the sub-recipient's (organization/jurisdiction) fiscal year (12-month turnaround reporting period) is required to have a single organization/jurisdiction wide audit conducted in accordance with 2 CFR 200.
4. All final requests for reimbursement must be received in the Mississippi Office of Homeland Security no later than 45 days after the period of performance.
5. Sub-recipient is required to complete EHP Review as required for Equipment Purchases and any type of Construction.
6. All sub-recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities in order to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.
7. **Effective October 1, 2010 ALL sub-recipients are required to have and furnish a Dun and Bradstreet Data Universal Numbering System (DUNS) number to the Mississippi Office of Homeland Security as a component of the Article IX. A DUNS number is the nine digit number established and assigned by Dun and Bradstreet, Inc (D&B) to uniquely identify business entities. If your jurisdiction**

does not have a DUNS number, one may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

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

Article X. Monitoring

A. Management Decision

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


B. Audit Review Follow-Up

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

Article XI. Execution

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

**SUBRECIPIENT: CITY OF TUPELO POLICE DEPARTMENT (BOMB SQUAD)
ATTESTS:**

By:  Date: 09 Dec. 2020
Authorized Official

DUNS Number: 08-326-7666

APPROVED: State of Mississippi

By:  Date: _____
Executive Director
Mississippi Office of Homeland Security

**LAW ENFORCEMENT TERRORISM PREVENTION
GRANT PROGRAM**

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

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

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

Develop or conduct assessments, including but not limited to:

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

Allowable Training Costs

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

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

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

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

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

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

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

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

- o **Participant Manual/Guide/Workbook:** The published student material that contains the supporting information in booklet or handout form that the participant has available for reference
 - o **Audio/Visual Support Materials:** Any audio/visual components that are part of any learning module, session, lesson, or that supports the overall training being delivered
 - o **Special Support Materials:** Any descriptions of practical exercises, tabletop exercises, hands-on exercises, or other material that supports learning objectives
- **Module/Session/Lesson Content.** Training courses should be designed based on a building block approach. Each sub-component in the course should be titled as a module, session, or lesson. Regardless of the title, each module, session, or lesson, should have a Lesson Administration Page that outlines the following:
- o **Scope Statement:** A brief description of the content of the module, session or lesson
 - o **Terminal Learning Objectives:** An action verb statement that outlines what the participant is expected to learn or be capable of performing at the conclusion of the module, session, or lesson. There should be only one terminal learning objective per module, session, or lesson
 - o **Enabling Learning Objectives:** Enabling learning objectives are the incremental learning objectives that support the terminal learning objective. There should be at least one enabling learning objective per module, session or lesson. Each enabling learning objective must be a measurable performance statement that enables the participant to demonstrate achievement of the terminal learning objective
 - o **Resource List:** A listing of the resources needed to successfully accomplish the module, session, or lesson
 - o **Instructor to Participant Ratio:** The instructor to participant requirement for successful presentation of the material (e.g., 1:25)
 - o **Reference List:** A listing of all reference materials used to develop the module, session, or lesson (This information may also be included as a bibliography).
 - o **Practical Exercise Statement:** This describes any exercises associated with the module, session, or lesson
 - o **Evaluation Strategy:** This defines the strategy used to evaluate the module, session, or lesson (e.g., written and/or performance test).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Allowable Exercise Costs

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

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

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

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

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

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

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

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

Allowable Management and Administrative Costs

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

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

Unauthorized Program Expenditures

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

Designation of Subgrantee Grant Administrator (SGA) HOMELAND SECURITY PROGRAM

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

Name: Abby Christian Title: Grant Writer
(Subgrantee Grant Administrator)

Organization Name: City of Tupelo

Mailing Address: P.O. Box 1485

City: Tupelo, MS Zip Code 38802-1485

Telephone Number: (662) 841-6565 Fax Number: (662) 840-2074

Cellular Number: (662) 687-4269 Pager Number: () _____

Email Address: abby.christian@tupeloms.gov

Appointed by: Jason L. Shelton Date: Dec. 07, 2020
(Print Subgrantee Official's Name)

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



City of Tupelo

Jason L. Shelton
Mayor

HOMELAND SECURITY GRANT N20LE366B

Scope of Work

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

Narrative Statement

The Tupelo Police Department’s EOD Unit plans to use FY2020 Homeland Security Grant Program funds to support the following project and objectives from the State of Mississippi’s Homeland Security Strategy.

Project

Enhance capability to respond to acts of domestic and international terrorism.

Goal

Provide prevention, deterrence and emergency response to a potential terrorism event within the state.

Objectives

The Tupelo Police Department will develop and improve their capability to combat the affects of a terrorism event. This PPE will ultimately enhance the department’s ability to prevent, respond to, and mitigate incidents of terrorism, security and CBRNE weapons/cyber-attacks.

The Smart-Ray X-ray will provide a faster, safer and more accurate examination of suspicious objects. Overall, this device will provide more efficient investigation.

Budget

Specifically, the Tupelo Police Department will use this funding allocated under this grant for the purchase of air purifying respirators, Smart-Ray X-ray (\$50,000.00), filters, Tyveks suits, booties, gloves, chemical gloves, chem tape, and a hazmat field sampling kit.

The total project cost is estimated to be \$63,000.00.

**Fiscal Year 2020 State Domestic Preparedness
Equipment Program
Equipment Purchase Budget Detail Worksheet and
Impact of Funding Table**

Jurisdiction: Tupelo EOD Unit

Category	Item	Quantity	Total Cost	Items to Each Discipline (s)	Allocation to Each Discipline (s)
Personal Protective Equipment	Air Purifier Respirators	5	\$13,000	EOD	\$13,000
	Filters	5			
	Tyveks suits	5			
	Booties	5			
	Gloves	5			
	Chemical gloves	5			
	Chem tape	5			
	Hazmat field sampling kit	5			
Explosive Device Mitigation and Remediation Equipment					
CBRNE Search & Rescue Equipment					
Interoperable Communication Equipment					
Detection Equipment	Smart-Ray X-ray	1	\$50,000	EOD	\$50,000
Decontamination Equipment					
Physical Security Enhancement Equipment					
Terrorism Incident Prevention Equipment					
CBRNE Logistical					



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



IMPLEMENTATION SCHEDULE

Implementation Tasks	Person Responsible	Implementation Proposed Time Frame (Proposed Quarters)				Implementation Actual Time Frame (Actual Dates)			
		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
Approval of grant by Council	Abby Christian	X							
Issue purchase order to vendor(s)	Robert Vail	X							
Receive equipment	Robert Vail		X						
Submit for reimbursement	Abby Christian		X						
Close grant	Abby Christian		X						

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



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



Item # 8.

GRANT TERMS AND CONDITIONS

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

GRANT NO. N20LE366B

CERTIFICATION BY PROJECT DIRECTOR *

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

Name: Abby Christian Title: Grant Writer
(Please Print or Type)

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

Phone Number: (662) 841-6565

Pager Number: _____

Fax Number: _____ E-Mail Address: Abby.Christian@tupeloms.gov

Signature:  Bonded: Yes No

CERTIFICATION BY FINANCIAL OFFICER *

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

Name: Kim W. Hanna Title: Chief Financial Officer/City Clerk
(Please Print or Type)

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

Phone Number: (662) 841-6502

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

Pager Number: _____

Signature:  Bonded: Yes No



Mississippi Department of Public Safety
Office of Homeland Security



Item # 8.

GRANT TERMS AND CONDITIONS

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

GRANT NO. N20LE366B

CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN * (Administrator)

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

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

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

Phone Number: (662) 841-6513

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

Pager Number: _____
Signature: 

Bonded: Yes No

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

2020 NCSR Completion Certification

2020 NCSR Progress

Organization	Questionnaire ID	Year	Progress	(NCSR) Demo 3: Cybersecurity Governance	Org User	Postal Code	State of O
Mississippi - City of Tupelo	684517	2020	142 of 142 Completed	Your organization only	Christian, Abby King, David	38802	Mississippi





AGENDA REQUEST

TO: Mayor and City Council
FROM: Alex Farned, Director
DATE December 4, 2020
SUBJECT: IN THE MATTER OF SOLE SOURCE FOR COLORADO TIME SYSTEMS
AF

Request:

I would like to recommend to the Mayor and City Council to approve the following sole source for the Tupelo Aquatic Center.

LED Scoreboard – Colorado Time Systems

See attached quote.



December 2, 2020

Amy Williams-Kennedy
City of Tupelo
RE: Tupelo Aquatic Center

For over forty years, Colorado Time Systems (CTS) has established the performance standard in electronic swim timing by providing factory direct sales as well as an extensive distributor and customer service network. This standard is maintained by the superior design and technology of our products.

There are many differences among sports timing and display manufacturers' equipment. In sports timing, it is important to understand there are advantages to the purchaser to have a complete timing system manufactured by one company, rather than various manufacturers. Often, claims that manufacturers make about interfacing with another manufacturer's products are unreliable.

Obviously, equipment that is designed concurrently will be guaranteed to work together, whereas mixing components from various manufacturers will result in an unnecessary liability being placed in the hands of the customer. This ends up costing the customer more money and ownership of a system that will not operate efficiently. City of Tupelo and the Tupelo Aquatic Center currently have CTS equipment that was purchased in the past.

Colorado Time Systems is the sole manufacturer and provider of the Gen7 Legacy Timer and the sole provider of swimming specific Yaham Video Displays in the United States.

We look forward to continuing our relationship with your organization. Please feel free to contact us for additional information.

Best Regards,

Rick Connell
VP-General Manager
RC/AB



December 1, 2020

Amy Williams-Kennedy
Tupelo Aquatic Center
Customer #20670

Dear Amy:

The following is the price quotation you requested. Colorado Time Systems has been a leader in sports timing for over 40 years and we are pleased that you have considered CTS to be part of your team.

Colorado Time Systems also offers a wide range of multi-sport scoreboards tailored to fit your needs – and your budget. If you have any questions or comments, please call me at 800-279-0111 x 3585 or e-mail me at ricke@coloradotime.com. Look for us on line at: <http://www.coloradotime.com>.

FULL COLOR VIDEO DISPLAY

<u>Qty</u>	<u>Model</u>	<u>Description</u>
1	Y5C10MM272X480	Full Color Indoor Video Display

Includes:

Full matrix full color LED scoreboard with a computer controller with software, steel channel mounting hardware and data cables.

Specifications

- Display shall be a full color LED matrix display. Display shall be comprised of red, blue and green LED's to form pixels.
- Display shall be capable of 281 trillion shades of color.
- Display should be capable of 16-bit video processing, four levels of dimming capability and allow for Gamma correction.
- The display shall have built in graphics and animation capability with Windows based software. Graphics and animation shall have the capacity of being displayed on the entire matrix. All MS Windows fonts shall be compatible with the display.
- Display will allow for front service access
- Each pixel shall be comprised of 3 LED's 1R1G1B
- Display shall have **10mm** pixel spacing center to center
- Must be compatible with CTS competitive timing system
- Displays swimming, diving, water polo, pace clock, and synchronized swimming functions, competitors' names, full matrix graphics and animation, live video, and has advertising capabilities

GEN7 TIMING SYSTEM

<u>Qty</u>	<u>Model</u>	<u>Description</u>
2	GEN7-TMR-L	GEN 7 Sports Timer with legacy connections

The Gen7 Sports Timer is designed to work exclusively with existing CTS timing components and display boards. Incorporates the latest technology with all of the key features of a Colorado Time Systems Console, including up to 12-lane timing, enhanced split handling, start reaction

display, automatic lane arming, interface to 3rd party meet management software, scoreboard cycling and more. The hardware and software combination gives you the flexibility to run your meets your way.

Features:

- Intuitive software interface with modern Windows user interface and is touchscreen friendly. Software to be loaded on owner provided laptop.
- Flexible user interface options: Windows laptop or tablet is primary user interface, with Ethernet connectivity to the timer.
- Robust safeguards, all data is logged and saved on the Gen7. Any issues with user interface are recoverable. Timer will continue running and will finish race without user interface.
- Rich diagnostics, integrated pre-meet diagnostic mode to check system set up and allows proactive equipment maintenance
- Integrated 2.4GHz Wireless to Scoreboards
- Facility network connectivity

PRICE \$58,000

SHIPPING AND STANDARD INSTALL INCLUDED

INSTALLATION

<u>Qty</u>	<u>Model</u>	<u>Description</u>
1	INSTALL	Standard Installation & Training

Installation Agreement must be signed and returned upon order

NOTE: If you are interfacing Hy-Tek Meet Manager with your matrix display, the “Alpha Scoreboard INTERFACE to Display Names/Results” option needs to be purchased through Hy-Tek (<http://www.hy-tek ltd.com/index.html>).

NOTE: Gen7 Legacy Only Guaranteed To Work With Colorado Time Systems Display And Software

TERMS:	Purchase order or 50% down, net 30 days. Visa, MasterCard or American Express are acceptable. Quote does not include power, permits, engineering fees, delivery charges or installation, unless otherwise noted. Change order fee of 5% will apply after purchase. All returns are subject to a 25% restocking fee.
DELIVERY:	4 to 6 weeks after receipt of order. CTS/Matrix displays 10-14 weeks. Shipping estimated charge does not include additional charges or fees such as lift gate or inside delivery. Any additional fees will be billed to end user/facility.
TAXES:	If Purchaser is tax exempt or purchasing for resale, a copy of purchaser’s tax-exempt certificate shall be required at time of order. If purchaser’s tax-exempt certificate is not available purchaser shall be charged all appropriate tax.
FORCE MAJURE:	No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party.

During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

NOTE: Price quotations valid for 30 days. Taxes, customs, shipping and duties not included. Colorado Time Systems quotations are in U.S. dollars.

Best Regards,



Rick Connell
VP-General Manager

RC/AF



AGENDA REQUEST

TO: Mayor and City Council
FROM: Alex Farned, Director
DATE December 8, 2020
SUBJECT: IN THE MATTER OF TUPELO SPORTS COUNCIL CONTRACT APPROVAL AF

Request:

I would like to request that the Mayor and City Council approve all the contracts for Tupelo Sports Council for the upcoming 2021 fiscal year.

Note: All contracts are attached.

TUPELO SOFTBALL ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO SOFTBALL ASSOCIATION (hereinafter "TSA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TSA, is an organization comprised of parents and children who participate in the City's softball program. TSA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth softball programs; and

WHEREAS, the TSC is a 501©(3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 ©(3) charitable organization, the City and TSA desires to use TSC as a financial administrator for all City sports associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TSA and TSC mutually agree as follows:

1. The purpose of the Agreement is for the City and TSA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.
2. The term of this Agreement shall be for one (1) year beginning October 1, 2020 and ending September 30, 2021.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TSA.
4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TSA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TSA.
5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TSA. Professional fees for the CPA services will be shared equally by all City sports organizations.

6. TSC, with the assistance of the CPA, will provide City and TSA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

7. TSC agrees to provide marketing services to City and TSA, which will promote the activities, services and events of the TSA as well as other sports associations and the City's recreational program in general.

8. City and TSA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for TSA must be approved by the City and TSA prior to implementation of a marketing program.

9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TSA's current President will be member of TSC's board of directors.

10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2021.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO SOFTBALL ASSOCIATION

By: _____
President David Webb

TUPELO SOFTBALL ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO SOFTBALL ASSOCIATION (hereinafter “TSA”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department (“TPR”) operates a youth softball program; and

WHEREAS, TSA, an organization comprised of parents of children who participate in the City’s youth softball program, provides assistance to the City through fundraising efforts and volunteer services which benefits the youth softball program; and

WHEREAS, both parties desires to enter into a written agreement whereby the City will provide administrative assistance to TSA and TSA will provide assistance to the City through fundraising efforts which benefit the youth softball programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TSA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TSA and TSA to provide assistance to the City through fundraising efforts which benefit the youth softball programs, facilities and activities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning on October 1, 2020 and ending September 30, 2021.

SECTION 3. The City of Tupelo will provide supervision and administration of all City youth softball activities and functions.

SECTION 4. A City Parks and Recreation Department Sports Director assigned by the Department Director will serve as the liaison between the City and TSA on all issues relating to the City softball programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities and playing fields utilized for the youth softball program.

SECTION 6. TSA/City of Tupelo will not allow outside organizations the right to use city property to run/organize/promote a program that the City of Tupelo/TSA already offers.

SECTION 7. Any organization attempting to run/operate a program that is not offered by the City of Tupelo/Tupelo Parks and Recreation Department must be approved by the Tupelo Parks Advisory Board and the Director of Tupelo Parks and Recreation.

SECTION 8. TSA agrees to obtain team sponsors for City youth softball teams.

SECTION 9. TSA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the softball program.

SECTION 10. TSA agrees to operate concessions stand on City playing field at games during the designated youth softball season and for any City-approved tournament games. TSA must purchase and stock all concessions inventory and provide for staffing each concessions stand. All revenues derived from concessions are retained by TSA.

SECTION 11. TSA may sponsor and schedule youth softball tournaments, camps and clinics only with approval of the City. The parties agree that all tournaments will have a Tournament Director approved by TPRD. The parties agree that all tournaments will have a tournament Director approved by TPR and the Director will be compensated at the rate of \$25.00 an hour not to exceed \$600.00 per tournament.

Revenues derived by TSA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game

officials, fees, souvenirs, programs, security and awards. For all City-sponsored tournaments, TSA agrees to provide volunteer support and, in exchange for such support, the City agrees that TSA will retain all revenues derived from tournament fees, gate receipts and vendor services.

SECTION 12. All revenues derived by TSA will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501 (c) 3 not-for-profit corporation. TSA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TSA with a monthly report of all deposits and expenditures. An agreement between TSA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 13. TSA agrees that all TSA participants will be registered with the City via the TPR.

SECTION 14. TSA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 15. TSA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TSA officers complete with addresses and telephone numbers.

SECTION 16. TSA shall notify City of all TSA regular meetings and a City representative may attend such meetings.

SECTION 17. Each October, TSA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TSA and for which TSA desires to give the City for use at the City softball facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 18. TSA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TSA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.


SECTION 19. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it s option terminate this Agreement. Upon termination TSA’s funds shall be returned to it by TSC and TSA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SOFTBALL ASSOCIATION

By:  _____
President David Webb

VETERANS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), VETERANS COUNCIL (hereinafter "VC") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the VC, is an organization comprised of members of VC. VC provides financial assistance to the City through fundraising efforts and volunteer services, which benefits all the parks; and

WHEREAS, the TSC is a 501©(3) corporation created for charitable purposes to promote youth sports activities and recreation within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 ©(3) charitable organization, the City and VC desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, VC and TSC mutually agree as follows:

1. The purpose of the Agreement is for the City and VC to utilize TSC as a financial administrator and marketing organization for all associations supervised by the City through its Department of Parks and Recreation.
2. The term of this Agreement shall be from October 1, 2020 and ending September 30, 2021.

3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and VC.

4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from VC and other associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and VC.

5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and VC. Professional fees for the CPA services will be shared equally by all City organizations.

6. TSC, with the assistance of the CPA, will provide City and VC within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

7. TSC agrees to provide marketing services to City and VC, which will promote the activities, services and events of the VC as well as other associations and the City's recreational program in general.

8. City and VC will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. VC will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for VC must be approved by the City and VC prior to implementation of a marketing program.

9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, VC's current President will be member of TSC's board of directors.

10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected

within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

VETERANS COUNCIL

By:  _____
President Charlie Greer

VETERANS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the VETERANS COUNCIL (hereinafter “VC”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the Association is an organization comprised of citizens who are members of VC, provides assistance to the City through fundraising efforts and volunteer services which benefits the Parks and Recreation Department (“TPR”); and

WHEREAS, both parties desires to enter into a written agreement whereby the City will provide administrative assistance to VC and VC will provide assistance to the City through fundraising efforts which benefit all the parks.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and VC mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to VC and VC to provide assistance to the City through fundraising efforts which benefit all the parks.

SECTION 2. The term of this Agreement shall be from October 1, 2020, and ending on September 30, 2021.

SECTION 3. The City of Tupelo will provide supervision and administration of all City event activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and VC on all issues relating to the event programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities.

SECTION 6. VC will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the parks.

SECTION 7. VC agrees to operate concessions stands and vendor revenue. All revenues derived from concessions are retained by VC.

SECTION 8. VC may sponsor events only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator.

Revenues derived by VC from any events will be used to cover expenses associated with conducting such event including but not limited to: fees, souvenirs, programs, security and awards. For all City –sponsored events, VC agrees to provide volunteer support and, in exchange for such support, the City agrees that VC will retain all revenues derived from gate receipts and vendor services.

SECTION 9. All revenues derived by VC will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) 3 not-for-profit corporation. VC shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide VC with a monthly report of all deposits and expenditures. An agreement between VC and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. VC agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of VC officers complete with addresses and telephone numbers.

SECTION 11. VC shall notify City of all VC regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 12. Each October, VC will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by VC and for which VC desires to give the

City for use at the facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 13. VC will provide City with an annual projected budget at the beginning of each new contract year (October 1). VC agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 14. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it's option terminate this Agreement. Upon termination VC's funds shall be returned to it by TSC and VC\ shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

VETERANS COUNCIL

By: Charlie Greer
President Charlie Greer

TUPELO DISC GOLF ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO DISC GOLF ASSOCIATION (hereinafter "TDGA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TDGA, is an organization comprised of parents and children who participate in the City's disc golf program. TDGA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth Disc Golf programs; and

WHEREAS, the TSC is a 501©(3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 ©(3) charitable organization, the City and TDGA desires to use TSC as a financial administrator for all City sports associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TDGA and TSC mutually agree as follows:

1. The purpose of the Agreement is for the City and TDGA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.
2. The term of this Agreement shall be from October 1, 2020 and ending September 30, 2021.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TDGA.

4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TDGA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TDGA.

5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TDGA. Professional fees for the CPA services will be shared equally by all City sports organizations.

6. TSC, with the assistance of the CPA, will provide City and TDGA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

7. TSC agrees to provide marketing services to City and TDGA, which will promote the activities, services and events of the TDGA as well as other sports associations and the City's recreational program in general.

8. City and TDGA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TDGA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for TDGA must be approved by the City and TDGA prior to implementation of a marketing program.

9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TDGA's current President will be member of TSC's board of directors.

10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 20th
day of NOVEMBER 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO DISC GOLF ASSOCIATION

By: Sean Portilla
President Sean Portilla

TUPELO DISC GOLF ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO DISC GOLF ASSOCIATION (hereinafter “TDGA”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department (“TPR”) operates a disc golf program; and

WHEREAS, the Association is an organization comprised of citizens who participate in the City’s Disc Golf programs, provides assistance to the City through fundraising efforts and volunteer services which benefits the Disc Golf programs; and

WHEREAS, both parties desires to enter into a written agreement whereby the City will provide administrative assistance to TDGA and TDGA will provide assistance to the City through fundraising efforts which benefit the Disc Golf programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TDGA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TDGA and TDGA to provide assistance to the City through fundraising efforts which benefit the Disc Golf programs, facilities and activities.

SECTION 2. The term of this Agreement shall be from one (1) year beginning on October 1, 2020 and ending on September 30, 2021.

SECTION 3. The City of Tupelo will provide supervision and administration of all City Disc Golf activities and functions.

SECTION 4. A City Parks and Recreation Department Director assigned by the Department Director will serve as the liaison between the City and TDGA on all issues relating to the City Disc Golf programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities.

SECTION 6. TDGA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the Disc Golf program.

SECTION 7. TDGA agrees to operate concessions stands on City Disc Golf at events. TDGA must purchase and stock all concessions inventory and provide for staffing of each concessions stand. All revenues derived from concessions are retained by TDGA.

SECTION 8. TDGA may sponsor and schedule Disc Golf tournaments, camps, clinics and/or lessons only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator at any TDGA-sponsored tournament.

Revenues derived by TDGA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game officials, fees, souvenirs, programs, security and awards. For all City –sponsored tournaments, TDGA agrees to provide volunteer support and, in exchange for such support, the City agrees that TDGA will retain all revenues derived from gate receipts and vendor services.

SECTION 9. All revenues derived by TDGA will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) 3 not-for-profit corporation. TDGA shall deposit all funds into the TSC account. No deposits or changes of monies will be

handled through the Department of Parks and Recreation. TSC will provide TDGA with a monthly report of all deposits and expenditures. An agreement between TDGA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. TDGA agrees that all TDGA participants will be registered with the City via the TPR.

SECTION 11. TDGA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 12. TDGA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TDGA officers complete with addresses and telephone numbers.

SECTION 13. TDGA shall notify City of all TDGA regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 14. Each October, TDGA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TDGA and for which TDGA desires to give the City for use at the City Disc Golf facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 15. TDGA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TDGA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 16. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not

corrected within ten (10) days of such notification, the non-violating party may at it's option terminate this Agreement. Upon termination TDGA's funds shall be returned to it by TSC and TDGA\ shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 20th day of NOVEMBER, 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO DISC GOLF ASSOCIATION

By: Sean Portilla
President Sean Portilla

TUPELO CITY MUSEUM ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the CITY MUSEUM ASSOCIATION (hereinafter "TCMA").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the Association is an organization comprised of citizens who are members of TCMA, provides assistance to the City through fundraising efforts and volunteer services which benefits the Parks and Recreation Department ("TPR"); and

WHEREAS, both parties desires to enter into a written agreement whereby the City will provide administrative assistance to TCMA and TCMA will provide assistance to the City through fundraising efforts which benefit all the parks.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TCMA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TCMA and TCMA to provide assistance to the City through fundraising efforts which benefit all the parks.

SECTION 2. The term of this Agreement shall be from October 1, 2020, and ending on September 30, 2021.

SECTION 3. The City of Tupelo will provide supervision and administration of all City event activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and TCMA on all issues relating to the event programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities.

SECTION 6. TCMA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the parks.

SECTION 7. TCMA agrees to operate concessions stands and vendor revenue. All revenues derived from concessions are retained by TCMA.

SECTION 8. TCMA may sponsor this event only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator.

Revenues derived by TCMA from event will be used to cover expenses associated with conducting such event including but not limited to: fees, souvenirs, programs, security and awards. For all City –sponsored events, TCMA agrees to provide volunteer support and, in exchange for such support, the City agrees that TCMA will retain all revenues derived from gate receipts and vendor services.

SECTION 9. All revenues derived by TCMA will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) 3 not-for-profit corporation. TCMA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TCMA with a monthly report of all deposits and expenditures. An agreement between TCMA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. TCMA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TCMA officers complete with addresses and telephone numbers.

SECTION 11. TCMA shall notify City of all TCMA regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 12. Each October, TCMA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TCMA and for which TCMA desires to give the City for use at the facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 13. TCMA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TCMA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

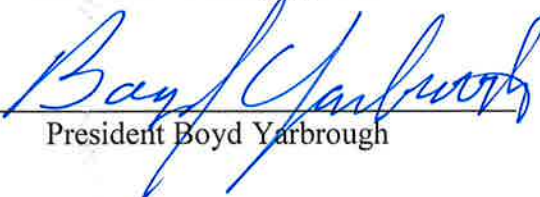
SECTION 14. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it's option terminate this Agreement. Upon termination TCMA's funds shall be returned to it by TSC and TCMA\ shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

CITY MUSEUM ASSOCIATION

By: 
President Boyd Yarbrough

TUPELO CITY MUSEUM ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), FRIENDS OF THEPARK (hereinafter "TCMA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TCMA, is an organization comprised of members of TCMA. TCMA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits all the parks; and

WHEREAS, the TSC is a 501©(3) corporation created for charitable purposes to promote youth sports activities and recreation within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 ©(3) charitable organization, the City and TCMA desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TCMA and TSC mutually agree as follows:

1. The purpose of the Agreement is for the City and TCMA to utilize TSC as a financial administrator and marketing organization for all associations supervised by the City through its Department of Parks and Recreation.

2. The term of this Agreement shall be from October 1, 2020 and ending September 30, 2021.

3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TCMA.

4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TCMA and other associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TCMA.

5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TCMA. Professional fees for the CPA services will be shared equally by all City organizations.

6. TSC, with the assistance of the CPA, will provide City and TCMA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

7. TSC agrees to provide marketing services to City and TCMA, which will promote the activities, services and events of the TCMA as well as other associations and the City's recreational program in general.

8. City and TCMA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TCMA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for TCMA must be approved by the City and TCMA prior to implementation of a marketing program.

9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TCMA's current President will be member of TSC's board of directors.

10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2020.

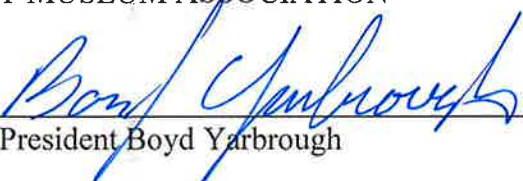
CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

CITY MUSEUM ASSOCIATION

By: 
President Boyd Yarbrough

TUPELO SKATE PARK ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO SKATE PARK ASSOCIATION (hereinafter "TSPA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TSPA, is an organization comprised of parents and children who participate in the City's skate program. TSPA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth skate park programs; and

WHEREAS, the TSC is a 501©(3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 ©(3) charitable organization, the City and TSPA desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City sports associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TSPA and TSC mutually agree as follows:

1. The purpose of the Agreement is for the City and TSPA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.
2. The term of this Agreement shall be from October 1, 2020 and ending September 30, 2021.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TSPA.

4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TSPA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TSPA.

5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TSPA. Professional fees for the CPA services will be shared equally by all City sports organizations.

6. TSC, with the assistance of the CPA, will provide City and TSPA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

7. TSC agrees to provide marketing services to City and TSPA, which will promote the activities, services and events of the TSPA as well as other sports associations and the City's recreational program in general.

8. City and TSPA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSPA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for TSPA must be approved by the City and TSPA prior to implementation of a marketing program.

9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TSPA's current President will be member of TSC's board of directors.

10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 20th
day of November 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO SKATE PARK ASSOCIATION

By: Carm _____
President Carter Riley

TUPELO SKATE PARK ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the TUPELO SKATE PARK ASSOCIATION (hereinafter "TSPA").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department ("TPR") operates a skate park program; and

WHEREAS, the Association is an organization comprised of citizens who participate in the City's Skate park programs, provides assistance to the City through fundraising efforts and volunteer services which benefits the Skate park programs; and

WHEREAS, both parties desires to enter into a written agreement whereby the City will provide administrative assistance to TSPA and TSPA will provide assistance to the City through fundraising efforts which benefit the Skate park programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TSPA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TSPA and TSPA to provide assistance to the City through fundraising efforts which benefit the Skate park programs, facilities and activities.

SECTION 2. The term of this Agreement shall be from one (1) year beginning on October 1, 2020 and ending on September 30, 2021.

SECTION 3. The City of Tupelo will provide supervision and administration of all City Skate park activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and TSPA on all issues relating to the City Skate park programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities.

SECTION 6. TSPA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the Skate park program.

SECTION 7. TSPA agrees to operate concessions stands on City Skate Park at events. TSPA must purchase and stock all concessions inventory and provide for staffing of each concessions stand. All revenues derived from concessions are retained by TSPA.

SECTION 8. TSPA may sponsor and schedule Skate park tournaments, camps, clinics and/or lessons only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator at any TSPA-sponsored tournament.

Revenues derived by TSPA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game officials, fees, souvenirs, programs, security and awards. For all City –sponsored tournaments, TSPA agrees to provide volunteer support and, in exchange for such support, the City agrees that TSPA will retain all revenues derived from tournament fees, gate receipts and vendor services.

SECTION 9. All revenues derived by TSPA will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501©(3) not-for-profit corporation. TSPA shall deposit all funds into the TSC account. No deposits or changes of monies will be

handled through the Department of Parks and Recreation. TSC will provide TSPA with a monthly report of all deposits and expenditures. An agreement between TSPA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. TSPA agrees that all TSPA participants will be registered with the City via the TPR.

SECTION 11. TSPA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 12. TSPA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TSPA officers complete with addresses and telephone numbers.

SECTION 13. TSPA shall notify City of all TSPA regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 14. Each October, TSPA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TSPA and for which TSPA desires to give the City for use at the City Skate park facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 15. TSPA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TSPA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 16. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it's option terminate this Agreement. Upon termination TSPA's funds shall be returned to it by TSC and TSPA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 20th day of November, 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SKATE PARK ASSOCIATION

By: Cumy
President Carter Riley

TUPELO YOUTH BASEBALL ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO YOUTH BASEBALL ASSOCIATION (hereinafter “TYBA”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department (“TPR”) operates a youth baseball program; and

WHEREAS, the TYBA, an organization comprised of parents of children who participate in the City’s youth baseball program, provides assistance to the City through fundraising efforts and volunteer services which benefits the youth baseball program; and

WHEREAS, both parties desire to enter into a written agreement whereby the City will provide administrative assistance to TYBA and TYBA will provide assistance to the City through fundraising efforts which benefit the youth baseball programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TYBA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TYBA and TYBA to provide assistance to the City through fundraising efforts, which benefit the youth baseball programs, facilities and activities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning on October 1, 2020 and ending on September 30, 2021.

SECTION 3. The City will provide supervision and administration of all City youth baseball activities and functions.

SECTION 4. A City TPR Sports Director assigned by the Department Director will serve as the liaison between the City and TYBA on all issues relating to the City youth baseball programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities and playing fields utilized for the youth baseball program.

SECTION 6. TYBA/City of Tupelo will not allow outside organizations the right to use city property to run/organize/promote a program that the City of Tupelo/TYBA already offers.

SECTION 7. Any organization attempting to run/operate a program that is not offered by the City of Tupelo/Tupelo Parks and Recreation Department must be approved by the Tupelo Parks Advisory Board and the Director of Tupelo Parks and Recreation.

SECTION 8. TYBA agrees to assist Sports Director to obtain team sponsors for City youth baseball teams.

SECTION 9. TYBA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the baseball program.

SECTION 10. TYBA agrees to operate concessions stand on City playing field at games during the designated youth baseball season and for any City-approved youth tournament games. TYBA must purchase and stock all concessions inventory and provide for staffing each concessions stand. All revenues derived from concessions are retained by TYBA.

SECTION 11. TYBA may sponsor and schedule youth baseball tournaments, camps and clinics only with approval of the City. The parties agree that all tournaments will have a Tournament Director approved by TPR and the Director will be compensated at the rate of \$25.00 an hour not to exceed \$600.00 per tournament.

Revenues derived by TYBA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game

officials, fees, souvenirs, programs, security and awards. For all City approved tournaments, TYBA agrees to provide volunteer support and, in exchange for such support, the City agrees that TYBA will retain all revenues derived from tournament fees, gate receipts and vendor services.

SECTION 12. All revenues derived by TYBA will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501(c) 3 not-for-profit corporation. TYBA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TYBA with a monthly report of all deposits and expenditures. An agreement between TYBA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 13. TYBA agrees that all TYBA participants will be registered with the City via the TPR.

SECTION 14. TYBA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 15. TYBA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TYBA officers complete with addresses and telephone numbers.

SECTION 16. TYBA shall notify City of all TYBA regular meetings and a City representative will attend such meetings.

SECTION 17. Each October, TYBA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TYBA and for which TYBA desires to give the City for use at the City baseball facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 18. TYBA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TYBA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 19. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it s option terminate this Agreement. Upon termination TYBA’s funds shall be returned to it by TSC and TYBA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO YOUTH BASEBALL ASSOCIATION

By:  _____
President Chad Brown

TUPELO YOUTH BASEBALL ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”), TUPELO YOUTH BASEBALL ASSOCIATION (hereinafter “TYBA”) and the TUPELO SPORTS COUNCIL, INC. (hereinafter “TSC”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TYBA, is an organization comprised of parents and children who participate in the City’s baseball program. TYBA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth baseball programs; and

WHEREAS, the TSC is a 501©(3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 ©(3) charitable organization, the City and TYBA desires to use TSC as a financial administrator for all monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for TYBA.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TYBA and TSC mutually agree as follows:

1. The purpose of the Agreement is for the City and TYBA to utilize TSC as a financial administrator and marketing organization for TYBA supervised by the City through its Department of Parks and Recreation.
2. The term of this Agreement shall be for one (1) year beginning October 1, 2020 and ending September 30, 2021.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TYBA.
4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TYBA. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TYBA.
5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TYBA. All TSC associations will share professional fees for the CPA services equally.
6. TSC, with the assistance of the CPA, will provide City and TYBA with procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

7. TSC agrees to provide marketing services to City and TYBA, which will promote the activities, services and events of the TYBA as well as other sports associations and the City's recreational program in general.

8. City and TYBA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TYBA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. The City and TYBA must approve all marketing proposals for TYBA prior to implementation of a marketing program.

9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TYBA's current President will be member of TSC's board of directors.

10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO YOUTH BASEBALL ASSOCIATION

By:  _____
President Chad Brown

TUPELO YOUTH BASEBALL ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO YOUTH BASEBALL ASSOCIATION (hereinafter "TYBA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TYBA, is an organization comprised of parents and children who participate in the City's baseball program. TYBA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth baseball programs; and

WHEREAS, the TSC is a 501©(3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 ©(3) charitable organization, the City and TYBA desires to use TSC as a financial administrator for all monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for TYBA.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TYBA and TSC mutually agree as follows:

1. The purpose of the Agreement is for the City and TYBA to utilize TSC as a financial administrator and marketing organization for TYBA supervised by the City through its Department of Parks and Recreation.
2. The term of this Agreement shall be for one (1) year beginning October 1, 2020 and ending September 30, 2021.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TYBA.
4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TYBA. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TYBA.
5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TYBA. All TSC associations will share professional fees for the CPA services equally.
6. TSC, with the assistance of the CPA, will provide City and TYBA with procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

7. TSC agrees to provide marketing services to City and TYBA, which will promote the activities, services and events of the TYBA as well as other sports associations and the City's recreational program in general.

8. City and TYBA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TYBA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. The City and TYBA must approve all marketing proposals for TYBA prior to implementation of a marketing program.

9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TYBA's current President will be member of TSC's board of directors.

10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2020.


CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO YOUTH BASEBALL ASSOCIATION

By:  _____
President Chad Brown

TUPELO FOURTH OF JULY CELEBRATION ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”), TUPELO FOURTH OF JULY CELEBRATION ASSOCIATION (hereinafter “TFJCA”) and the TUPELO SPORTS COUNCIL, INC. (hereinafter “TSC”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TFJCA, is an organization comprised of members of TFJCA. TFJCA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the July Celebration; and

WHEREAS, the TSC is a 501©(3) corporation created for charitable purposes to promote youth sports activities and recreation within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 ©(3) charitable organization, the City and TFJCA desires to use TSC as a financial administrator for all City associations’ monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TFJCA and TSC mutually agree as follows:

1. The purpose of the Agreement is for the City and TFJCA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.
2. The term of this Agreement shall be from October 1, 2020 and ending September 30, 2021.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TFJCA.

4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TFJCA and other associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TFJCA.

5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TFJCA. Professional fees for the CPA services will be shared equally by all City sports organizations.

6. TSC, with the assistance of the CPA, will provide City and TFJCA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

7. TSC agrees to provide marketing services to City and TFJCA, which will promote the activities, services and events of the TFJCA as well as other sports associations and the City's recreational program in general.

8. City and TFJCA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TFJCA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for TFJCA must be approved by the City and TFJCA prior to implementation of a marketing program.

9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TFJCA's current President will be member of TSC's board of directors.

10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____
day of _____ 2020.


CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO FOURTH OF JULY CELEBRATION
ASSOCIATION

By:  _____
President David Dillard

TUPELO FOURTH OF JULY CELEBRATION AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO FOURTH OF JULY CELEBRATION ASSOCIATION (hereinafter “TFJCA”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department (“TPR”) offers a Fourth of July Celebration event; and

WHEREAS, the Association is an organization comprised of citizens who are members of TFJCA, provides assistance to the City through fundraising efforts and volunteer services which benefits this event; and

WHEREAS, both parties desires to enter into a written agreement whereby the City will provide administrative assistance to TFJCA and TFJCA will provide assistance to the City through fundraising efforts which benefit this event, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TFJCA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TFJCA and TFJCA to provide assistance to the City through fundraising efforts which benefit this event, facilities and activities.

SECTION 2. The term of this Agreement shall be from October 1, 2020 and ending on September 30, 2021.

SECTION 3. The City of Tupelo will provide supervision and administration of all City event activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and TFJCA on all issues relating to the event programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities.

SECTION 6. TFJCA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the event program.

SECTION 7. TFJCA agrees to operate concessions stands and vendor revenue. All revenues derived from concessions are retained by TFJCA.

SECTION 8. TFJCA may sponsor this event only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator.

Revenues derived by TFJCA from event will be used to cover expenses associated with conducting such event including but not limited to: fees, souvenirs, programs, security and awards. For all City –sponsored events, TFJCA agrees to provide volunteer support and, in exchange for such support, the City agrees that TFJCA will retain all revenues derived from gate receipts and vendor services.

SECTION 9. All revenues derived by TFJCA will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) 3 not-for-profit corporation. TFJCA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TFJCA with a monthly report of all deposits and expenditures. An agreement between TFJCA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. TFJCA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TFJCA officers complete with addresses and telephone numbers.

SECTION 11. TFJCA shall notify City of all TFJCA regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 12. Each October, TFJCA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TFJCA and for which TFJCA desires to give the City for use at the facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 13. TFJCA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TFJCA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

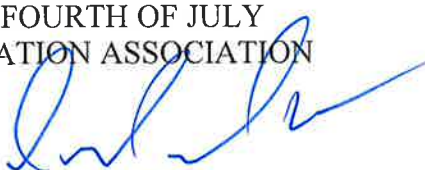
SECTION 14. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it's option terminate this Agreement. Upon termination TFJCA's funds shall be returned to it by TSC and TFJCA\ shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO FOURTH OF JULY
CELEBRATION ASSOCIATION

By:  _____
President David Dillard

TUPELO THERAPUETIC RECREATION ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”), TUPELO THERAPUETIC RECREATION ASSOCIATION (hereinafter “TTRA”) and the TUPELO SPORTS COUNCIL, INC. (hereinafter “TSC”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TTRA, is an organization comprised of parents, children and senior citizens who participate in the City’s therapeutic program. TTRA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth therapeutic recreation; and

WHEREAS, the TSC is a 501©(3) corporation created for charitable purposes to promote sports and recreation activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 ©(3) charitable organization, the City and TTRA desires to use TSC as a financial administrator for all City associations’ monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City sports associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TTRA and TSC mutually agree as follows:

1. The purpose of the Agreement is for the City and TTRA to utilize TSC as a financial administrator and marketing organization for all sports and recreation associations supervised by the City through its Department of Parks and Recreation.
2. The term of this Agreement shall be for one (1) year beginning October 1, 2020 and ending September 30, 2021.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TTRA.
4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TTRA and other sports and recreation associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TTRA.
5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TTRA. Professional fees for the CPA services will be shared equally by all City sports and recreation organizations.

6. TSC, with the assistance of the CPA, will provide City and TTRA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

7. TSC agrees to provide marketing services to City and TTRA, which will promote the activities, services and events of the TTRA as well as other sports and recreation associations and the City's recreational program in general.

8. City and TTRA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TTRA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for TTRA must be approved by the City and TTRA prior to implementation of a marketing program.

9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TTRA's current President will be member of TSC's board of directors.

10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 17th day of November 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO THERAPUETIC RECREATION ASSOCIATION

By: Patricia Clark
President Pat Clark

TUPELO THERAPUETIC RECREATION ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO THERAPUETIC RECREATION ASSOCIATION (hereinafter "TTRA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TTRA, is an organization comprised of parents, children and senior citizens who participate in the City's therapeutic program. TTRA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth therapeutic recreation; and

WHEREAS, the TSC is a 501©(3) corporation created for charitable purposes to promote sports and recreation activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 ©(3) charitable organization, the City and TTRA desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City sports associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TTRA and TSC mutually agree as follows:

1. The purpose of the Agreement is for the City and TTRA to utilize TSC as a financial administrator and marketing organization for all sports and recreation associations supervised by the City through its Department of Parks and Recreation.
2. The term of this Agreement shall be for one (1) year beginning October 1, 2020 and ending September 30, 2021.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TTRA.
4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TTRA and other sports and recreation associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TTRA.
5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TTRA. Professional fees for the CPA services will be shared equally by all City sports and recreation organizations.

6. TSC, with the assistance of the CPA, will provide City and TTRA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

7. TSC agrees to provide marketing services to City and TTRA, which will promote the activities, services and events of the TTRA as well as other sports and recreation associations and the City's recreational program in general.

8. City and TTRA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TTRA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for TTRA must be approved by the City and TTRA prior to implementation of a marketing program.

9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TTRA's current President will be member of TSC's board of directors.

10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 17th day of November 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO THERAPUETIC RECREATION ASSOCIATION

By: Patricia Clark
President Pat Clark

TUPELO TENNIS ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the TUPELO TENNIS ASSOCIATION (hereinafter "TTA").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department ("TPR") operates a tennis program; and

WHEREAS, the Association is an organization comprised of citizens who participate in the City's tennis programs, provides assistance to the City through fundraising efforts and volunteer services which benefits the tennis programs; and

WHEREAS, both parties desires to enter into a written agreement whereby the City will provide administrative assistance to TTA and TTA will provide assistance to the City through fundraising efforts which benefit the tennis programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TTA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TTA and TTA to provide assistance to the City through fundraising efforts which benefit the tennis programs, facilities and activities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning on October 1, 2020 and ending on September 30, 2021.

SECTION 3. The City of Tupelo will provide supervision of all City tennis functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and TTA on all issues relating to the City tennis programs and activities.

SECTION 5. The City will provide for and pay maintenance of all municipal facilities and tennis courts utilized for the tennis program.

SECTION 6. TTA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the tennis program.

SECTION 7. All revenues derived by TTA will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501 (c) 3 not-for-profit corporation. TTA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TTA with a monthly report of all deposits and expenditures. An agreement between TTA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 8. TTA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 9. TTA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TTA officers complete with addresses and telephone numbers.

SECTION 10. TTA shall notify City of all TTA regular meetings and a City representative may attend such meetings.

SECTION 11. Each October, TTA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TTA and for which TTA desires to give

the City for use at the City tennis facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 12. TTA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TTA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 13. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination, TTA's funds shall be returned to TSC and TTA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO TENNIS ASSOCIATION

By: Daniel Pounders
President Daniel Pounders

TUPELO TENNIS ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO TENNIS ASSOCIATION (hereinafter "TTA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TTA, is an organization comprised of parents and children who participate in the City's tennis program. TTA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth tennis programs; and

WHEREAS, the TSC is a 501©(3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 ©(3) charitable organization, the City and TTA desire to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City sports associations.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants in this agreement, the City, TTA and TSC mutually agree as follows:

1. The purpose of the Agreement is for the City and TTA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.

2. The term of this Agreement shall be for one (1) year beginning October 1, 2020 and ending September 30, 2021.

3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TTA.

4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TTA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TTA.

5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TTA. Professional fees for the CPA services will be shared equally by all City organizations.

6. TSC, with the assistance of the CPA, will provide City and TTA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

7. TSC agrees to provide marketing services to City and TTA, which will promote the activities, services and events of the TTA as well as other associations and the City's recreational program in general.

8. City and TTA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TTA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for TTA must be approved by the City and TTA prior to implementation of a marketing program.

9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TTA's current President will be member of TSC's board of directors.

10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO TENNIS ASSOCIATION

By: Daniel Pounders
President Daniel Pounders

TUPELO FRIENDS OF THE PARK AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the FRIENDS OF THE PARK (hereinafter “FOP”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the Association is an organization comprised of citizens who are members of FOP, provides assistance to the City through fundraising efforts and volunteer services which benefits the Parks and Recreation Department (“TPR”); and

WHEREAS, both parties desires to enter into a written agreement whereby the City will provide administrative assistance to FOP and FOP will provide assistance to the City through fundraising efforts which benefit all the parks.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and FOP mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to FOP and FOP to provide assistance to the City through fundraising efforts which benefit all the parks.

SECTION 2. The term of this Agreement shall be from October 1, 2020, and ending on September 30, 2021.

SECTION 3. The City of Tupelo will provide supervision and administration of all City event activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and FOP on all issues relating to the event programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities.

SECTION 6. FOP will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the parks.

SECTION 7. FOP agrees to operate concessions stands and vendor revenue. All revenues derived from concessions are retained by FOP.

SECTION 8. FOP may sponsor this event only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator.

Revenues derived by FOP from event will be used to cover expenses associated with conducting such event including but not limited to: fees, souvenirs, programs, security and awards. For all City –sponsored events, FOP agrees to provide volunteer support and, in exchange for such support, the City agrees that FOP will retain all revenues derived from gate receipts and vendor services.

SECTION 9. All revenues derived by FOP will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) 3 not-for-profit corporation. FOP shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide FOP with a monthly report of all deposits and expenditures. An agreement between FOP and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. FOP agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of FOP officers complete with addresses and telephone numbers.

SECTION 11. FOP shall notify City of all FOP regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 12. Each October, FOP will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by FOP and for which FOP desires to give

the City for use at the facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 13. FOP will provide City with an annual projected budget at the beginning of each new contract year (October 1). FOP agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 14. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it's option terminate this Agreement. Upon termination FOP's funds shall be returned to it by TSC and FOP\ shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

FRIENDS OF THE PARK

By:  _____
President Melanie Kight

TUPELO FRIENDS OF THE PARK AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), FRIENDS OF THEPARK (hereinafter "FOP") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the FOP, is an organization comprised of members of FOP. FOP provides financial assistance to the City through fundraising efforts and volunteer services, which benefits all the parks; and

WHEREAS, the TSC is a 501©(3) corporation created for charitable purposes to promote youth sports activities and recreation within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 ©(3) charitable organization, the City and FOP desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, FOP and TSC mutually agree as follows:

1. The purpose of the Agreement is for the City and FOP to utilize TSC as a financial administrator and marketing organization for all associations supervised by the City through its Department of Parks and Recreation.
2. The term of this Agreement shall be from October 1, 2020 and ending September 30, 2021.

3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and FOP.

4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from FOP and other associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and FOP.

5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and FOP. Professional fees for the CPA services will be shared equally by all City organizations.

6. TSC, with the assistance of the CPA, will provide City and FOP within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

7. TSC agrees to provide marketing services to City and FOP, which will promote the activities, services and events of the FOP as well as other associations and the City's recreational program in general.

8. City and FOP will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. FOP will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for FOP must be approved by the City and FOP prior to implementation of a marketing program.

9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, FOP's current President will be member of TSC's board of directors.

10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected

within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

FRIENDS OF THE PARK

By: Melanie Kight
President Melanie Kight

TUPELO YOUTH SOCCER ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO YOUTH SOCCER ASSOCIATION (hereinafter “TYSA”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department (“TPR”) operates a youth soccer program; and

WHEREAS, the TYSA, an organization comprised of parents of children who participate in the City’s youth soccer program, provides assistance to the City through fundraising efforts and volunteer services which benefits the youth soccer program; and

WHEREAS, both parties desires to enter into a written agreement whereby the City will provide administrative assistance to TYSA and TYSA will provide assistance to the City through fundraising efforts which benefit the youth soccer programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TYSA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TYSA and TYSA to provide assistance to the City through fundraising efforts, which benefit the youth soccer programs, facilities and activities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning on October 1, 2020 and ending on September 30, 2021.

SECTION 3. The City of Tupelo will provide supervision and administration of all City youth soccer activities and functions.

SECTION 4. A City Parks and Recreation Department Sports Director assigned by the Department Director will serve as the liaison between the City and TYSA on all issues relating to the City soccer programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities and playing fields utilized for the youth soccer program.

SECTION 6. TYSA/City of Tupelo will not allow outside organizations the right to use city property to run/organize/promote a program that the City of Tupelo/TYSA already offers.

SECTION 7. Any organization attempting to run/operate a program that is not offered by the City of Tupelo/Tupelo Parks and Recreation Department must be approved by the Tupelo Parks Advisory Board and the Director of Tupelo Parks and Recreation.

SECTION 8. TYSA agrees to obtain team sponsors for City youth soccer teams.

SECTION 9. TYSA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the soccer program.

SECTION 10. TYSA agrees to operate concessions stand on City playing field at games during the designated youth soccer season and for any City-approved tournament games. In exchange for TYSA's operation of concessions, City agrees to pay TYSA \$10.00 per registered soccer player per season. TYSA must purchase and stock all concessions inventory and provide for staffing each concessions stand. All revenues derived from concessions are retained by TYSA.

SECTION 11. TYSA may sponsor and schedule youth soccer tournaments, camps and clinics only with approval of the City. The parties agree that all tournaments will have a Tournament Director approved by TPR. The parties agree that all tournaments will have a Tournament Director approved by TPR and the Director will be compensated at the rate of \$25.00 an hour not to exceed \$600.00 per tournament.

Revenues derived by TYSA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game officials, fees, souvenirs, programs, security and awards. For all City-sponsored tournaments, TYSA agrees to provide volunteer support and, in exchange for such support, the City agrees that TYSA will retain all revenues derived from tournament, gate receipts and vendor services.

SECTION 12. All revenues derived by TYSA will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) 3 not-for-profit corporation. TYSA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TYSA with a monthly report of all deposits and expenditures. An agreement between TYSA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 13. TYSA agrees that all TYSA participants will be registered with the City via the TPR.

SECTION 14. TYSA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 15. TYSA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TYSA officers complete with addresses and telephone numbers.

SECTION 16. TYSA shall notify City of all TYSA regular meetings and a City representative will attend such meetings.

SECTION 17. Each October, TYSA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TYSA and for which TYSA desires to give

the City for use at the City soccer facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.


SECTION 18. TYSA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TYSA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 19. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it s option terminate this Agreement. Upon termination TYSA’s funds shall be returned to it by TSC and TYSA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO YOUTH SOCCER ASSOCIATION
By:  _____
President Cory Fremont

TUPELO YOUTH SOCCER ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO YOUTH SOCCER ASSOCIATION (hereinafter "TYSA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TYSA, is an organization comprised of parents and children who participate in the City's soccer program. TYSA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth soccer programs; and

WHEREAS, TSC is a 501©(3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 ©(3) charitable organization, the City and TYSA desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TYSA and TSC mutually agree as follows:

1. The purpose of the Agreement is for the City and TYSA to utilize TSC as a financial administrator and marketing organization for all associations supervised by the City through its Department of Parks and Recreation.
2. The term of this Agreement shall be for one (1) year beginning October 1, 2020 and ending September 30, 2020.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TYSA.
4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TYSA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TYSA.
5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TYSA. Professional fees for the CPA services will be shared equally by all City sports organizations.

6. TSC, with the assistance of the CPA, will provide City and TYSA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

7. TSC agrees to provide marketing services to City and TYSA, which will promote the activities, services and events of the TYSA as well as other associations and the City's recreational program in general.

8. City and TYSA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TYSA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for TYSA must be approved by the City and TYSA prior to implementation of a marketing program.

9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TYSA's current President will be member of TSC's board of directors.

10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO YOUTH SOCCER ASSOCIATION

By: _____
President Cory Fremont

TUPELO AQUATIC GROUP AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO AQUATIC GROUP (hereinafter “TAG”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the City through its Parks and Recreation Department (“TPR”) operates a youth swimming program; and

WHEREAS, the TAG, is an organization comprised of parents and youth who participate in the City’s swimming program. TAG provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth swimming programs; and

WHEREAS, the City of Tupelo owns Tupelo Aquatic Center and operates a youth swimming program for the citizens of Tupelo; and

WHEREAS, both parties desire to enter into a written agreement whereby the city will provide administrative assistance to TAG and TAG will provide assistance to the City through fundraising efforts which benefit the city’s swimming programs and facilities.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this Agreement, the City, and TAG mutually agree as follows:

SECTION 1. The purpose of the Agreement is to define the terms for the City to provide administrative assistance to TAG and TAG to provide financial assistance to the City through its fundraising efforts for the benefit of the City’s swimming programs, services and facilities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2020 and ending September 30, 2021.

SECTION 3. The City shall provide supervision and administration of all City swimming activities, programs and events.

SECTION 4. A City Parks and Recreation Department Aquatics Director assigned by the Department Director shall serve as the liaison between the City and TAG on all issues relating to the City's swimming programs and activities.

SECTION 5. City will provide maintenance of Tupelo Aquatic Center.

SECTION 6. TAG will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the swim program.

SECTION 7. TAG may sponsor and schedule swim meets, practices, and clinics only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the facilities coordinator at any TAG-sponsored event.

SECTION 8. TAG will manage the registration of their aquatic programs on a yearly basis. They will be responsible for collecting applications and fee.

SECTION 9. Both parties acknowledge that TAG will pay a facilities fee in accordance with item 7 of the City, TAG and TSC agreement. The facility fee will be used to cover the expenses for facility maintenance and labor.

Revenues derived by TAG from swim meet entry fees will be used to cover expenses associated with conducting such swim meet including but not limited to: swim meet officials, fees, souvenirs, programs, security and awards. For all City-sponsored swim meets, TAG agrees to provide volunteer support and, in exchange for such support, the City agrees that TAG will retain all revenues derived from entry fees, gate receipts and vendor services.

SECTION 10. TAG is a certified affiliate of USA Swimming and shall maintain liability insurance coverage as provided to it through such affiliation and shall assure the City that at all

time during which it uses the pool it will follow reasonable practices as required by USA Swimming so as to assure the safety of all participants.

SECTION 11. TAG agrees that all TAG participants will registered with the City via the Tupelo Parks and Recreation Department.

SECTION 12. TAG agrees that all Board Members, Head Coaches, Assistant Coaches, and Officials will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 13. TAG agrees to provide City with a current constitution, by-laws, pertinent tax information; policies and procedures information and a list of TAG officers complete with addresses and phone numbers.

SECTION 14. Each October, TAG will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TAG and for which TAG desires to give to the City for use at the City swimming facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 15. TAG will provide City with an annual projected budget at the beginning of each new contract year (October 1). TAG agrees to allow TSC to provide City with a monthly financial statement.

SECTION 16. TAG and City will coordinate efforts to provide approved swimming.

SECTION 17. TAG agrees to provide approved lifeguards on deck as per the industry standard during non-pool hours.

SECTION 18. TAG shall notify City of all TAG regular meetings and a City representative may attend such meetings.

SECTION 19. TAG agrees to secure all entrances to the pool facility during non-pool hours and while using the pool for TAG activities.

SECTION 20. TAG agrees to be a member of the Tupelo Sports Council (TSC) and to provide an annual list of marketing goals/objectives to the City and TSC as well as a projected budget for its marketing activities. TAG will pay a fee to TSC for marketing services based on the cost of the services provided to TAG. All marketing proposals for TAG must be approved by the City prior to implementation of a marketing program.

SECTION 21. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO AQUATIC GROUP

By:  _____
President John Gaston

TUPELO AQUATIC GROUP AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”), TUPELO AQUATIC GROUP (hereinafter “TAG”) and the TUPELO SPORTS COUNCIL, INC. (hereinafter “TSC”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TAG, is an organization comprised of parents and children who participate in the City’s swimming program. TAG provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth swimming programs; and

WHEREAS, the TSC is a 501©(3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 ©(3) charitable organization, the City and TAG desires to use TSC as a financial administrator for all City sports associations’ monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TAG and TSC mutually agree as follows:

1. The purpose of the Agreement is for the City and TAG to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.
2. The term of this Agreement shall be for one (1) year beginning October 1, 2020 and ending September 30, 2021.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TAG.

4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TAG and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TAG.

5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TAG. Professional fees for the CPA services will be shared equally by all City sports organizations.

6. TSC, with the assistance of the CPA, will provide City and TAG within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

7. TSC agrees to provide marketing services to City and TAG, which will promote the activities, services and events of the TAG as well as other sports associations and the City's recreational program in general.

8. City and TAG will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TAG will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for TAG must be approved by the City and TAG prior to implementation of a marketing program.

9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TAG's current President will be member of TSC's board of directors.

10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2021.

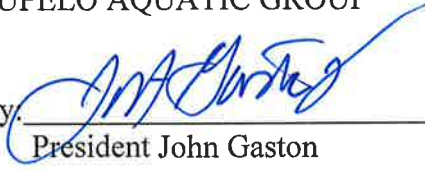
CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO AQUATIC GROUP

By:  _____
President John Gaston



AGENDA REQUEST

TO: Mayor and City Council
FROM: Bart Aguirre, Chief
DATE: December 09, 2020
SUBJECT: IN THE MATTER OF SURPLUS AND RETIREMENT BA

Request:

Please accept this letter as request to surplus Sgt. Clay Hassell's duty weapon (Glock Model 45, 9mm) serial number BKLR946 for \$1.00, which will be turned over to him for his retirement from the City of Tupelo and the Tupelo Police Department, as permissible under Mississippi State Statue 45-9-131. In following with Tupelo Police Department tradition, I request that this weapon be declared surplus for stated reason.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Bart Aguirre, Chief
DATE December 9, 2020
SUBJECT: IN THE MATTER OF SURPLUS VEHICLE **BA**

Request:

Please accept this letter of request to surplus for scrap the following vehicle, 2016 Ford Police Interceptor, VIN# 1FM5K8AR5GGC73217. This patrol vehicle was involved in an accident and is a total loss. The city shop inspected the vehicle and due to the high mileage and heavy damage, it was decided to scrap the vehicle for parts.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Dennis Bonds, City Engineer
DATE: December 8, 2020
SUBJECT: IN THE MATTER OF RATIFICATION OF CONSTRUCTION CONTRACT
FOR EASON BOULEVARD BRIDGE RIP RAP **DRB**

Request: DRB

This document is on file in the Council Clerk's office for review.

Awarded to Parsons Earthworks at 11/3/20 Council Meeting
Approved Application for NRCS Grant at 9/15/20 Council Meeting:
NRCS is willing to cover 75% of the \$645,775 construction Cost for a total of
\$484,331.25.
Per the Engineer's Estimate, that leaves \$348,221.25 additional to be funded for this
project.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE December 8, 2020

SUBJECT: IN THE MATTER OF BAD DEBT WRITE-OFF JULY 2019 – DECEMBER 2019 **JT**

Request:

Review and approve the attached bad debt write-off for Tupelo Water & Light Department. The bad debt amount represents 0.0009% of the total revenue for the period of July 2019 thru December 2019.

**TUPELO WATER & LIGHT
CUSTOMER SERVICE AND COLLECTIONS**

BAD DEBT (Transfer to Bad Debt File)

For Period – JULY 2019 – DECEMBER 2019

TOTAL REVENUE FOR THE PERIOD

<u>ELECTRIC</u>	<u>WATER & SEWER</u>	<u>SANITATION</u>	<u>TOTAL REVENUE</u>
\$29,316,559.25	\$8,707,313.65	\$1,776,956.75	\$39,800,929.65

**TOTAL UNPAID ACCOUNTS FOR THE PERIOD COMBINED ALL SERVICES ON CMB
EL,WT,SW,SA**

\$39,631.26

TOTAL UNPAID ACCOUNTS FOR THIS PERIOD

ELECTRIC	WATER & SEWER	SANITATION	TOTAL BAD DEBT
\$30,516.07	\$6,737.31	\$2,377.88	\$39,631.26

PERCENTAGE OF LOSS = 0.0009%



TUPELO WATER & LIGHT DEPARTMENT						
BAD DEBT LEDGER & FRANKLIN COLLECTION						
JULY 2019						PAGE 1
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing CityStateZip	Amount
201496-129469	7/2/2019	BAILEY E MICKALOWSKI	200 BOWEN ST DOWNSTAIRS	200 BOWEN ST	TUPELO, MS 38801	312.49
208777-108677	7/2/2019	MOORE ATTORNEY AT LAW/JAMES D MOORE	315 N BROADWAY ST	115 N CREEK DR	SALTILLO, MS 38866	60.39
210943-110792	7/2/2019	GAGE C GARRETT	684 A ELVIS PRESLEY	525 HWY 4 E	ASHLAND, MS 38603	503.16
202055-102144	7/3/2019	WENDY F FOSTER	HILLDALE APTS APT H-58	320 MONUMENT ST APT H 58	TUPELO, MS 38801	125.99
202208-102302	7/3/2019	INTERNET CAFÉ/ABDULLA ABDU	2301 C W MAIN ST	2301 C W MAIN ST	TUPELO, MS 38801	126.82
209467-129632	7/3/2019	TIFFANY M HARDIN	1008 MARTIN ST	1210 SPRING ST EX	FULTON, MS 38843	239.71
214076-113780	7/3/2019	UROS PLESTENJAK	102 MARQUETTE CIR	102 MARQUETTE CIR	TUPELO, MS 38801	110.76
201529-101570	7/8/2019	TONYA R DALLAS	208 HANCOCK	3073 DAVIS DR	OXFORD, MS 38655	110.04
219862-119349	7/8/2019	JENNIFER V ZOSEL	1154 DOGWOOD	10231 THE GROVE BLVD UNIT 37	BATON ROUGE, LA 70836	22.49
201422-101466	7/9/2019	AIMEE M SANDERS	126 TEDFORD	126 TEDFORD	TUPELO, MS 38801	86.41
221158-130706	7/10/2019	CHRISTINA L DAVENPORT	2018 COLONIAL ESTATE RD	903 LINCOLN DR	TUPELO, MS 38801	30.69
221230-109197	7/11/2019	TYLESHIA S SMITH	2019 RICHMOND ST	320 CHARLIE HILL APT 21	BALDWYN, MS 38824	29.73
221411-128425	7/11/2019	PINEY B POUNDS	1179 GREEN TEE RD	2105 WELLS RD	PONTOTOC, MS 38863	215.59
205244-131028	7/12/2019	LACIE N MORGAN	916 HARRISON	916 HARRISON ST	TUPELO, MS 38801	130.55
205562-105611	7/12/2019	RICHARD D WATSON	1013 HARRISON	812 CLAYTON ST	TUPELO, MS 38801	217.35
206929-132080	7/12/2019	GENERO C CALVA	2869 S GREEN ST	2869 S GREEN ST	TUPELO, MS 38801	803.86

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209099-108987	7/12/2019	TYSON A FUNCHES	409 N MADISON ST APT B NORTH SIDE	409 N MADISON ST APT B NORTH SIDE	TUPELO, MS 38804	288.04
213858-130531	7/15/2019	SHARON M IVY	2122 CRABAPPLE	105 ROBINSON DR	OKOLONA, MS 38860	150.21
217372-116912	7/15/2019	TONYA R HOOPER	785 HOLLY HILL DR	1022 NORTHWEST 85TH AVE APT 107	MIAMI, FL 33172	313.34
212028-131575	7/19/2019	MARIA L DIXON	334 TOLBERT ST	334 TOLBERT ST	TUPELO, MS 38804	239.72
212746-131394	7/19/2019	DONALD J GALLOWAY	699 VISTA RIDGE APT 814	3 DOVE CRK	SHERMAN, MS 38828	98.18
213325-131255	7/19/2019	JAMES D GARRISON	1626 LOCKRIDGE APT 8	1626 LOCKRIDGE ST APT 8	TUPELO, MS 38804	1.29
220459-128168	7/22/2019	JESSICA E HARRIS	3365 ROBERT KENNEDY DR	1121 CHAPMAN DR	TUPELO, MS 38804	75.84
202661-127927	7/23/2019	RYAN X ISBELL	305 S FOSTER	211 E JEFFERSON ST	OKOLONA, MS 38860	355.22
220463-119954	7/26/2019	APRIL S SKINNER	3427 ROBERT KENNEDY DR	3427 ROBERT KENNEDY DR	TUPELO, MS 38801	101.64
220599-119845	7/26/2019	REGINALD A MILLER	145 A W GARRISON ST	145 A W GARRISON ST	TUPELO, MS 38801	63.64
200203-100963	7/29/2019	LAURA R WEST	1321 THE GLEN APT T-9	1321 IDA ST APT T-9	TUPELO, MS 38801	144.75
201719-132214	7/30/2019	TONI M BARNETT	508 OAK CREEK APT 48	443 N GREEN ST	TUPELO, MS 38804	186.36
205391-105430	7/30/2019	EINIQUA S COLEMAN	915 ONE D VILLE APT 43	155 HIGHLAND CIR APT 31	GUNTOWN, MS 38849	40.24
213614-113323	7/31/2019	JENNIFER S ROBERSON	603 A JOYNER	114 GYM CIR	SALTILLO, MS 38866	245.78
		TOTALS.....				5430.28

TUPELO WATER & LIGHT DEPARTMENT						
BAD DEBT LEDGER & FRANKLIN COLLECTION						
AUGUST 2019						PAGE 3
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing CityStateZip	Amount
201342-131777	8/2/2019	DEVON B MORAN	1412 A PEACHTREE LN	1412 A PEACHTREE LN	TUPELO, MS 38801	252.71
201832-101914	8/2/2019	MARIE WESTMORELAND	408 LUMPKIN AVE	408 LUMPKIN AVE	TUPELO, MS 38801	22.21
204117-132483	8/2/2019	ASHLEY N CONNER	142 HORN LN	142 HORN LN	SALTILLO, MS 38866	49.57
204128-104193	8/2/2019	HENRY COTTON	151 HORN LN APT 16	4250 S PRINCETON ST APT 401	CHICAGO, IL 60609	19.52
205885-105935	8/2/2019	JOSEPHINE WELLS	3462 KIMBROUGH AVE	3462 KIMBROUGH AVE	TUPELO, MS 38801	966.20
208141-108098	8/2/2019	JENNIFER L SHACK	611 W MAIN ST COURT YARD APTS 2	611 W MAIN ST APT 2	TUPELO, MS 38804	137.84
208610-133483	8/6/2019	RASHAD LEE BATES	210 W MAIN ST SUITE 204	210 W MAIN ST SUITE 204	TUPELO, MS 38804	150.02
213360-133169	8/6/2019	ROLANDA L LOWE	1606 BELL CIR APT 1	816 CELLA ST	MEMPHIS, TN 38114	64.66
218910-128122	8/6/2019	KHEDIJAH B BROWN	111 CHESTERVILLE RD	111 CHESTERVILLE RD	TUPELO, MS 38801	37.88
205175-132082	8/9/2019	ARRONDA P FAULKNER	1006 VAN BUREN	1006 VAN BUREN ST	TUPELO, MS 38801	58.99
209033-108920	8/9/2019	MARY H BERRY	546 ALLEN ST	2560 CARVER LN	TUPELO, MS 38801	304.72
221466-107358	8/9/2019	NAKETHA R MOSES	3085 WILLIE MOORE RD	1309 LEONARD DR # B	TUPELO, MS 38801	93.19
200109-100130	8/13/2019	CASSUNDR A P BRANDON	1321 THE GLEN APT H-12	1321 IDA ST APT H-12	TUPELO, MS 38801	191.43
220595-129317	8/13/2019	MARSHETTA U THOMPSON	141 W GARRISON SUITE 2	141 W GARRISON DR APT 2	TUPELO, MS 38801	4.76
213556-132430	8/15/2019	AUGUSTINO V AMATO	616 CLAYTON AVE	616 CLAYTON AVE	TUPELO, MS 38804	352.79

						PAGE 4
205479-105527	8/16/2019	ELIZABETH L SHEFFIELD	1005 PIERCE ST	764 FAIR OAKS CV	COLLIERVILLE, TN 38017	152.98
209439-109312	8/16/2019	FELISHA A BROWN	124 WAYSIDE ST	124 WAYSIDE ST	TUPELO, MS 38804	220.28
210397-131799	8/16/2019	MARY C GRICE	1572 S FEEMSTER LAKE APT 13	1572 S FEEMSTER LAKE RD APT 13	TUPELO, MS 38804	287.22
210731-110596	8/16/2019	R L ESTES	659 WINDSOR PL	659 WINDSOR PL	TUPELO, MS 38804	161.58
201668-101714	8/19/2019	HUBERT WITHERSPOON	502 LUMPKIN AVE	502 LUMPKIN AVE	TUPELO, MS 38801	70.33
220576-130777	8/19/2019	TARSHONNA S CHANDLER	132 W GARRISON ST	3912 RAVENOAK DR APT 266R	MEMPHIS, TN 38115	124.75
208065-108450	8/20/2019	CAROL D HERRING	405 MAGAZINE ST APT 7	602 TALL OAKS AVE	TUPELO, MS 38801	159.57
213560-129420	8/20/2019	DOUGLAS W UHLAND	632 CLAYTON AVE	333 WHITE OAK TRCE	LEXINGTON, KY 40511	116.21
211442-128062	8/21/2019	KATARSHISH R BOBO	1818 ELVIS PRESLEY DR	611 NEW TEMPLE RD SW	FULTON, MS 38843	22.00
203519-103627	8/22/2019	CINDY M VAUGHN	2700 W PARKWAY TERRACE APT 57	581 CLEARY RD	RICHLAND, MS 39218	82.44
213395-130563	8/23/2019	DESTENEE L CAUSEY	1622 N GREEN ST APT 4	1622 N GREEN ST APT 4	TUPELO, MS 38804	62.46
213515-113228	8/23/2019	PENNY L FREED	623 HIBNER DR	623 HIBNER DR	TUPELO, MS 38804	642.68
213527-113240	8/23/2019	JAMES C RUTLEDGE	610 HIBNER	610 HIBNER	TUPELO, MS 38804	451.97
214455-133185	8/23/2019	COLBY A TUCKER	2101 OAKWOOD VILLAGE APT 44	2101 W JACKSON ST APT 44	TUPELO, MS 38801	0.39
216585-120465	8/23/2019	DANIELLE W HOUK	902 SPRUCE	1113 NEW SALEM RD	PONTOTOC, MS 38863	132.26
220261-119754	8/26/2019	WAKTIA HARVEY	2808 EVANS CIR	135 SAND RD APT 41	STARKVILLE, MS 39759	2.88
203605-128452	8/28/2019	CHRISTIAN A WINSTON	2700 W PARKWAY TERRACE APT 18	20014 FORD DR	PRAIRIE, MS 39756	111.39
210613-110478	8/28/2019	FRED'S INC #3063	1317 E MAIN ST	PO BOX 2440	SPOKANE, WA 99210	1178.17
217880-117416	8/28/2019	FRED'S INC #3048	1776 MCCULLOUGH BLVD	PO BOX 2440	SPOKANE, WA 99210	2575.59
204139-128546	8/30/2019	NATASHA S SMITH	127 HORN LN APT 5	127 HORN LN APT 5	SALTILLO, MS 38866	9.28

						PAGE 5
211994-132494	8/30/2019	CHRISTOPHER L SHUMPERT	570 N GREEN ST	570 N GREEN ST	TUPELO, MS 38804	425.71
221261-130224	8/30/2019	DENISE A VINSON	3744 LANSDOWNE DR	3744 LANSDOWNE DR	BELDEN, MS 38826	58.02
		TOTALS.....				9754.65

TUPELO WATER & LIGHT DEPARTMENT						
BAD DEBT LEDGER & FRANKLIN COLLECTION						
SEPTEMBER 2019						PAGE 6
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing CityStateZip	Amount
205200-131924	9/3/2019	HATTIE M MILLER	907 EISENHOWER	PO BOX 4512	TUPELO, MS 38803	159.08
206236-106290	9/3/2019	TAMMY K DOSS	1020 CHICKASAW TRL	15809 W DORMAN DR	AUSTIN, TX 78717	1.88
200176-130558	9/4/2019	ELBONY S GARMON	1321 THE GLEN APT R-14	3394 S GREEN ST	TUPELO, MS 38801	54.24
210133-109978	9/4/2019	HEATHER D PEEPLES	1502 MIMOSA DR	144 ROAD 1015	TUPELO, MS 38804	636.35
214620-129633	9/4/2019	LEX D CHRISTIAN	1340 GUN CLUB RD	115 DRIVE 5	BELDEN, MS 38826	9.36
222102-132926	9/4/2019	RUTH D BREWER	3594 BELDEN PIKE	4221 FOXFIRE CT	TOLEDO, OH 43615	8.85
201567-131947	9/5/2019	CALEB A SAUVAGEOT	114 A HARRISBURG LNDG	114 A HARRISBURG LNDG	TUPELO, MS 38801	1.03
210460-127671	9/5/2019	ERIKA P MCGEE	1446 S FEEMSTER LAKE APT 8	1446 S FEEMSTER LAKE RD APT 8	TUPELO, MS 38804	52.40
217330-129677	9/6/2019	BRITTON HESTER	1212 1/2 MARSHALL ST	1212 1/2 MARSHALL ST	TUPELO, MS 38804	66.74
202273-116011	9/9/2019	CHARLES J GUNN	2304 MEADOWVIEW DR	2304 MEADOWVIEW DR	TUPELO, MS 38801	145.68
204124-133406	9/9/2019	LUSHUNTAY D BENNETT	159 HORN LN APT 20	900 HWY 8 W	ABERDEEN, MS 39730	31.09
204137-104203	9/9/2019	STEVE D LYLES	131 HORN LN APT 7	131 HORN LN APT 7	SALTILLO, MS 38866	44.06
204476-104534	9/9/2019	ROSS E NUNNERY	1801 SWALLOW LN	1900 CEDAR BROOK CIR	BELDEN, MS 38826	531.20
206226-106230	9/9/2019	DEIDRE E PATTON	1109 CHICKASAW TRL	1109 CHICKASAW TRL	TUPELO, MS 38801	597.78
212719-132421	9/10/2019	KEYAUNA R CRIBBS	699 VISTA RIDGE APT 616	699 NATION HILLS DR APT 616	TUPELO, MS 38804	78.37
217284-131938	9/10/2019	TERRY M DEVALL	1311 LONG ST	164 SIGNATURE GLEN CIR E # 101	COLLIERVILLE, TN 38017	36.42

						PAGE 7
212673-133121	9/12/2019	DARREN M HITCHCOCK	699 VISTA RIDGE APT 402	699 NATION HILLS DR APT 402	TUPELO, MS 38804	75.40
201828-128255	9/13/2019	ZACHARY M SHOEMAKER	4 HEDGE ROW 325 LUMPKIN	4 HEDGE ROW 325 LUMPKIN AVE	TUPELO, MS 38801	41.19
207844-107852	9/13/2019	AMBROSIO T CASTILLO	517 MAPLE ST	517 MAPLE ST	TUPELO, MS 38804	588.79
220314-130197	9/13/2019	JACQUELINE U HARRELL	3004 MOORE AVE	PO BOX 1285	VERONA, MS 38879	3.72
212341-132282	9/16/2019	STEPHANIE N BOXLEY	1505 DEBRO	3545 MITCHELL RD APT 3122	TUPELO, MS 38801	4.52
221976-121399	9/16/2019	GLENDA F GABLE	1764 CEDARBROOK CIR	269 CAIRO LOOP	ECRU, MS 38841	168.96
211726-129652	9/17/2019	CYNTHIA DENISE RUTHERFORD	623 N GLOSTER ST STE 403 REX PLAZA	400 3RD ST N	AMORY, MS 38821	305.84
212235-111981	9/17/2019	CHARLIE STONE	527 BARNES ST	527 BARNES ST	TUPELO, MS 38804	230.37
220642-132711	9/18/2019	LATERRICA M JEFFERSON	108 TOMLINSON DR	1916 SHORT MAIN ST	COLUMBUS, MS 39701	6.23
221373-120825	9/19/2019	KELLY A BERGMANN	1658 OAK LEAF LN	1658 OAK LEAF LN	BELDEN, MS 38826	32.93
212052-111857	9/20/2019	DEBORAH BRADLEY	600 HUNTER ST APT B SOUTH	600 HUNTER ST APT B SOUTH	TUPELO, MS 38804	119.40
212668-132168	9/20/2019	ALEXANDER D MOSLEY	699 VISTA RIDGE APT 311	699 NATION HILLS DR APT 311	TUPELO, MS 38804	70.47
213385-102093	9/20/2019	AALIYAH A GATES	1618 N GREEN APT 2	1618 N GREEN ST APT 2	TUPELO, MS 38804	138.65
213718-130088	9/20/2019	SHELBY R WRAY	310 RANKIN BLVD APT A	310 RANKIN BLVD APT A	TUPELO, MS 38804	7.15
217125-129889	9/20/2019	MICHAEL S SCRUGGS	1217 HOUSTON	1217 HOUSTON ST	TUPELO, MS 38804	523.44
206725-106753	9/23/2019	MARILYN F PERRY	2944 S SOUTH PARK APT 87	1116 BELMONT CIR	KINGSPORT, TN 37664	137.38
212836-112530	9/23/2019	STEPPING STONES	4506 N GLOSTER ST	PO BOX 1484	CORINTH, MS 38835	6.75
209309-109187	9/26/2019	JAMES D CANTRELL	328 CANAL ST	328 CANAL ST	TUPELO, MS 38804	117.44
200329-132008	9/30/2019	CAROLYN L BLALOCK	KIRKWOOD APTS APT 129	4279 CASA GRANDE CIR	MILTON, FL 32583	176.84
201497-130192	9/30/2019	BRYANT O HEARD	208 BOWEN ST	208 BOWEN ST	TUPELO, MS 38801	112.98
202279-130969	9/30/2019	JUSTIN C ONEAL	2305 MEADOWVIEW DR	2305 MEADOWVIEW DR	TUPELO, MS 38801	128.49

						PAGE 8
204351-104409	9/30/2019	ROBERT D MASSEY III	103 STANFORD CIR APT 9	103 STANFORD CIR APT 9	SALTILLO, MS 38866	126.85
218714-118234	9/30/2019	IVERY CUMMINGS	136 ETHEL RD	PO BOX 862	SHANNON, MS 38868	123.76
219058-118547	9/30/2019	BRIAN S GURNER	466 ROAD 41	466 ROAD 41	TUPELO, MS 38801	21.15
220528-106200	9/30/2019	PATRICIA A MOORE	132 HAYS DR	132 HAYS DR	TUPELO, MS 38801	89.49
222353-121733	09/03/2019	STEPHEN CURTIS	108B MICKEY LN BELDEN MS	7203 AMSTEL CV	MEMPHIS TN	31.56
		TOTALS.....				5844.28

TUPELO WATER & LIGHT DEPARTMENT						
BAD DEBT LEDGER & FRANKLIN COLLECTION						
OCTOBER 2019						PAGE 9
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing CityStateZip	Amount
202709-102823	10/1/2019	KRYSTJAN J JACKSON	2450 B MAGNOLIA PL	103 JIM WARRON CV	SALTILLO, MS 38866	204.70
204342-133548	10/1/2019	RUDOLPH E WATERS	114 TRACEVIEW LN	920 TSCUDI RD APT 26	AMORY, MS 38821	9.24
210427-130398	10/1/2019	ANGELA D WALKER	1482 S FEEMSTER LAKE APT 3	1482 S FEEMSTER LAKE RD APT 3	TUPELO, MS 38804	12.95
206588-127984	10/2/2019	JALICIA S RIDDLE	840 BARLEY ST APT 61	50109 CALVARY CHURCH RD	AMORY, MS 38821	145.97
213880-113583	10/2/2019	WANDA J CHAMBERS	605 LUMPKIN AVE	2069 LANA LN	TUPELO, MS 38801	101.76
205496-105544	10/3/2019	ALEXANDER BLOCKER	1109 LAWNSDALE DR	716 HELENA STATION DR	HELENA, AL 35080	634.68
215959-115511	10/3/2019	FRED'S INC #3045	809 VARSITY DR	PO BOX 2440	SPOKANE, WA 99210	5289.68
213071-117299	10/4/2019	KRISTEN J KOON	2402 COUNTRY CLUB RD	2402 COUNTRY CLUB RD	TUPELO, MS 38804	194.08
210210-132584	10/9/2019	DEMARCUS K SWING	138 MCNEECE ST	138 MCNEECE ST	TUPELO, MS 38804	29.06
208467-108396	10/11/2019	HEATHER L DELOACH	826 JEFFERSON ST	826 JEFFERSON ST	TUPELO, MS 38804	277.30
208712-130252	10/11/2019	SHARIKA R WILLIAMS	341 N SPRING ST APT 1	341 N SPRING ST APT 1	TUPELO, MS 38804	25.77
210088-132340	10/11/2019	RICHARD C KIMBLE	874 MCNEECE ST	874 MCNEECE ST	TUPELO, MS 38804	421.89
211119-131226	10/11/2019	TAVIAN A MONTANEZ	1895 SIMPSON DR	118 CLAY ST	NETTLETON, MS 38858	101.53
211445-111287	10/11/2019	WILLIAM G PHILLIPS	1675 RANCH RD	1109 16TH AVENUE PL NW	HICKORY, NC 28601	159.78
212723-132841	10/14/2019	TILLMAN A HALL	699 VISTA RIDGE APT 702	699 NATION HILLS DR APT 702	TUPELO, MS 38804	158.65
213695-113399	10/14/2019	QUITMAN D SPAULDING	1129 W JACKSON ST	1032 EMORY PL	ANNISTON, AL 36207	185.65

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217762-132984	10/16/2019	AMANDA D SWINDLE	1501 KINCANNON	437 CR 7301	BOONEVILLE, MS 38829	91.70
200457-130157	10/18/2019	VICTORIA M VINCENT	201 MILFORD CHATEAU ROYALE 16	201 MILFORD ST APT 16	TUPELO, MS 38801	26.17
202453-108885	10/18/2019	LYN L MCFADDEN	2310 LAFAYETTE	2310 LAFAYETTE ST	TUPELO, MS 38801	75.28
210295-129927	10/18/2019	DONOVAN QUINN	619 S FEEMSTER LAKE RD	619 S FEEMSTER LAKE RD	TUPELO, MS 38804	220.84
212214-133320	10/18/2019	LAKATHIA T KIRLAND	514 LITTLE ST	514 LITTLE ST	TUPELO, MS 38804	81.90
218063-117590	10/18/2019	ANITA K AMBROSE	1608 CLAYTON AVE	1608 CLAYTON AVE	TUPELO, MS 38804	222.00
218712-130353	10/18/2019	ARRONDA ROGERS	134 ETHEL RD	134 ETHEL RD	BELDEN, MS 38826	650.25
210383-131791	10/21/2019	SHIRLEY A TUCKER	1921 A BRIAR RIDGE RD	107 STANLEY AVE	TUPELO, MS 38801	195.51
200724-130277	10/23/2019	CALANDRIA D WALKER	137 MILFORD ST	137 MILFORD ST	TUPELO, MS 38801	126.86
201328-133517	10/23/2019	TRADIAS D SHUMPERT	1524 CENTRAL AVE	1524 CENTRAL AVE	TUPELO, MS 38801	689.71
202663-109604	10/24/2019	OLIVIA L EASLEY	301 S FOSTER ST	301 S FOSTER ST	TUPELO, MS 38801	26.54
221227-120672	10/25/2019	ANTHONY L WHITE	2053 RICHMOND ST	4348 N GLOSTER ST APT 3-H	TUPELO, MS 38804	10.52
222205-121600	10/25/2019	OPHELIA ROBINSON	2695 WALSH RD	2695 WALSH RD	TUPELO, MS 38801	242.08
209436-131802	10/29/2019	JESSICA D GRIFFIN	120 WAYSIDE	138 BENTON ST	NETTLETON, MS 38858	12.19
211479-129078	10/29/2019	ELLIS C RUSSELL	639 W JACKSON ST	113 MAIN ST	POTOTOC, MS 38863	32.01
206641-128768	10/31/2019	WANDA J REED	2944 S SOUTH PARK APT 5	PO BOX 3173	TUPELO, MS 38803	11.22
		TOTALS.....				10667.47

TUPELO WATER & LIGHT DEPARTMENT						
BAD DEBT LEDGER & FRANKLIN COLLECTION						
NOVEMBER 2019						PAGE 11
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing CityStateZip	Amount
200135-100167	11/1/2019	QUERMESHA D IVY	1321 THE GLEN APT K-14	1321 IDA ST APT K-14	TUPELO, MS 38801	62.18
202650-102760	11/1/2019	VERA M HAMPTON	308 S FOSTER	308 S FOSTER	TUPELO, MS 38801	286.65
213431-112026	11/5/2019	SHELIA STUBBS	1011 BLAIR ST APT C	311 ENOCH	TUPELO, MS 38801	106.87
205215-105248	11/8/2019	PEGGY J GRAY	912 TYLER	912 TYLER DR	TUPELO, MS 38801	133.66
206329-131967	11/8/2019	MISSISSIPPI TREATMENT SERVICES	1523 CLIFF GOOKIN BLVD	300 CENTERVILLE RD STE 205	WARWICK, RI 02886	3.25
210488-128034	11/12/2019	RICHARD T ROBERTSON	2187 KATHY LN	2187 KATHY LN	TUPELO, MS 38804	198.66
213413-131071	11/13/2019	TASHAUNDRIA P BROWN	928 BLAIR ST	126 CR 1329 APT 1	MOOREVILLE, MS 3	258.44
213631-133354	11/14/2019	MONTERIA N BRADLEY	1200 A PARKWOOD GRV	1200 A PARKWOOD GRV	TUPELO, MS 38804	195.27
203528-132594	11/15/2019	VERNARD A GRIFFIN	2700 W PARKWAY TERRACE APT 121	2700 W MAIN ST APT 121	TUPELO, MS 38801	34.78
208512-132922	11/18/2019	XAVIER S RICHARDSON	634 W TOWN SQUARE APT 2	634 W MAIN ST APT 2	TUPELO, MS 38804	49.14
209822-109676	11/18/2019	ANGELIA D WILLIAMS	714 POST	714 POST	TUPELO, MS 38804	374.26
210442-133392	11/18/2019	KHRYSTY S CANNON	1482 S FEEMSTER LAKE APT 18	1482 S FEEMSTER LAKE RD APT 18	TUPELO, MS 38804	172.44
221753-132769	11/18/2019	KARIE A HESTER	4852 W MAIN ST	4852 W MAIN ST	TUPELO, MS 38801	6.06
206886-131414	11/20/2019	CLEVELANN L DAVIS	1363 A MITCHELL RD	1363 A MITCHELL RD	TUPELO, MS 38801	58.07
215959-133940	11/21/2019	FRED'S POST PETITION	809 VARSITY DR	PO BOX 2440	SPOKANE, WA 9921	1728.57
200463-133395	11/22/2019	JESSICA D VONGKINGKEO	201 MILFORD CHATEAU ROYALE 26	201 MILFORD ST CHATEAU ROYALE 26	TUPELO, MS 38801	5.96
212185-111948	11/22/2019	CHARLES F MCGAUGHY	571 N CHURCH ST	571 N CHURCH ST	TUPELO, MS 38804	216.40
212484-112182	11/22/2019	VANESSA HARDING	1523 N MADISON ST	1523 N MADISON ST	TUPELO, MS 38804	74.07
212485-112183	11/22/2019	VANESSA S HARDING	1523 N MADISON ST	1523 N MADISON ST	TUPELO, MS 38804	473.58
213380-113085	11/22/2019	LEMETRICE M THOMAS	1616 N GREEN APT 1	1616 N GREEN APT 1	TUPELO, MS 38804	19.19

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213988-113692	11/22/2019	ASHLEY N COOPER	1104 BIENVILLE ST	1104 BIENVILLE ST	TUPELO, MS 38801	446.84
217274-127944	11/22/2019	JESSE N DALLAS	1308 MARSHALL	1308 MARSHALL ST	TUPELO, MS 38804	135.28
204474-104532	11/25/2019	CLARA K KOLB	1805 SWALLOW LN	1805 SWALLOW LN	TUPELO, MS 38801	376.73
219068-130699	11/26/2019	THOMAS W OBANNON	25 SUNRISE DR	25 SUNRISE DR	TUPELO, MS 38801	325.71
220613-132781	11/26/2019	SHENIKA S WILBON	118 S GARRISON ST	118 S GARRISON ST	TUPELO, MS 38801	79.24
220652-131638	11/26/2019	ANTHONY E THOMAS	115 TOMLINSON DR	115 TOMLINSON DR	TUPELO, MS 38801	54.38
		TOTALS.....				5875.68

TUPELO WATER & LIGHT DEPARTMENT						
BAD DEBT LEDGER & FRANKLIN COLLECTION						
DECEMBER 2019						PAGE 13
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing CityStateZip	Amount
205205-133647	12/3/2019	PAMELA H FOXX	1103 VAN BUREN	343 CR 220	WATER VALLEY, MS 38965	47.07
206713-119776	12/3/2019	ASHLEY N WOODS	2944 S SOUTH PARK APT 75	2944 S GREEN ST APT 75	TUPELO, MS 38801	80.26
203109-103213	12/6/2019	BUNDLE UP BEAUTY BAR/JASMINE JACKSON	2600 TRACELAND DR SUITE B	2600 TRACELAND DR SUITE B	TUPELO, MS 38801	55.15
203556-125636	12/6/2019	DESMON Q WILLIAMS	2700 W PARKWAY TERRACE APT 92	1010 BICKERSTAFF ST	TUPELO, MS 38801	93.09
209921-109771	12/6/2019	JOE D KELLY	1951 S EASON BLVD	9 S FEEMSTER LAKE RD	TUPELO, MS 38804	485.53
213462-113175	12/6/2019	KEISHA K WHITE	503 SHIRLEY	10 MOSE ST	WEST POINT, MS 39773	225.10
220414-132784	12/6/2019	TATIANNA M WILLIAMS	3288 MEADOW DR	3288 MEADOW DR	TUPELO, MS 38801	101.51
222980-133696	12/6/2019	ANNA M PELLICCIA	159 ASHLEY ST	9020 MARSH RD	CLAY, MI 48001	27.91
202230-132559	12/11/2019	DONNITA D HARVEY	210 NANNEY DR	1800 FOOTE ST	CORINTH, MS 38834	153.03
201846-132460	12/12/2019	LAWRENCE E WILLIAMS	2108 FORREST ST APT 1 WEST SIDE	2108 FORREST ST APT 1	TUPELO, MS 38801	30.60
213465-130859	12/12/2019	IVY L FOY	508 SHIRLEY AVE	301 BRYANT ST	BOONEVILLE, MS 38829	171.45
209284-125469	12/13/2019	LASHONDA G WHITE	146 CANAL ST	146 CANAL ST	TUPELO, MS 38801	150.90
210110-132602	12/13/2019	PHILLIP A COX	1711 BRIAR RIDGE RD	1711 BRIAR RIDGE RD	TUPELO, MS 38804	9.07
217221-116759	12/13/2019	PATRICK SHERROD	907 HAMLIN	109 BEECH ST	COLUMBUS, MS 39702	141.47
221110-131762	12/16/2019	DURIE B TOUSSAINT	2974 OLD BELDEN CIR	2974 OLD BELDEN CIR	BELDEN, MS 38826	67.68
220602-120098	12/17/2019	GREGORY D WINTERS	152 W GARRISON ST	127 LIPFORD AVE	TUPELO, MS 38801	36.98
200239-134027	12/27/2019	SANTAJEA Q ROBERSON	1321 THE GLEN APT M-3	1321 IDA ST APT M-3	TUPELO, MS 38801	0.34
200254-100289	12/27/2019	DIANA M BROWN	1321 THE GLEN APT P-15	1321 IDA ST APT P-15	TUPELO, MS 38801	38.35
200258-128291	12/27/2019	ANNIE L MCKINNEY	1321 THE GLEN APT P-7	1321 IDA ST APT P-7	TUPELO, MS 38801	112.30
202037-108379	12/27/2019	WANYEA M CULBERSON	HILLDALE APTS APT F-44	320 MONUMENT DR APT F-44	TUPELO, MS 38801	31.11
TOTALS.....						2058.90

AGENDA REQUEST

TO: Mayor and City Council

FROM: Debbie Brangenberg, TRA Project Manager

DATE December 11, 2020

SUBJECT: IN THE MATTER OF TRA MINUTES December 11, 2020 **DB**

Request:

Review/Accept TRA Minutes for December 11, 2020



AGENDA REQUEST

TO: Mayor and City Council
FROM: Ben Logan, City Attorney
DATE December 10, 2020
SUBJECT: IN THE MATTER OF BID REJECTION 2020-037FP

Request:

Review/Reject Bid 2020-037FP - Grounds Maintenance and Housekeeping of the Fairpark District Campus and Downtown Tupelo Core General Grounds Maintenance.

***Ben Logan will provide cover letter.

MEMO

DATE: 12/10/20
TO: Debbie Brangenberg
CC: Don Lewis, COO
Kim Hanna, CFO
FROM: Ben Logan, City Attorney
SUBJECT: Ground Maintenance for Fairpark and Downtown
Bid 2020-C37FP



Debbie,

I have reviewed the bid solicitation specification notice and bid responses. This is a personal services contract, and competitive sealed bidding is neither practical or advantageous for what is in the city’s best interest. The primary consideration in determining the award is not price, but a combination of price, cost, technical and management factors. The city has reserved the right to reject any and all bids, and it is my recommendation to reject all bids and seek requests for proposals that will allow the evaluation of these factors.

**LEGAL NOTICE
CITY OF TUPELO
MAYOR JASON SHELTON**

The City of Tupelo is accepting sealed or electronic bids for:

Bid 2020-037FP

**Grounds Maintenance and Housekeeping of the Fairpark District Campus and Downtown
Tupelo Core General Grounds Maintenance**

Until 10:00 AM, Friday, November 6, 2020 and then at said office publicly opened and read aloud. Sealed bids will be received until the designate date and time at Tupelo City Hall, 71 East Troy Street, Tax Office, Attention: Traci Dillard, Tupelo, MS 38804, by mail at City of Tupelo Attention: Traci Dillard, PO Box 1485, Tupelo, MS 38802. Electronic bids will be received until the designated date and time via electronic online submission through www.centralbidding.com.

Fairpark District property extends from KSC RR East to Elizabeth Street, and from Main Street (including median) South to property line. The Downtown Business district Core is described as follows: Green Street on the west side; Jefferson Street on the north side; KCS RR Street on the east side; Burlington Northern RR on the South Side; Main Street from Elizabeth to Veterans; Highway 45 Main Street interchange; and Veterans Boulevard/Main Street intersection; Elizabeth Street intersection and the East Main Street pedestrian corridor.

The bid documents may be requested from Traci Dillard by emailing traci.dillard@tupeloms.gov or at www.centralbidding.com. Questions concerning the bid process should be directed to Traci Dillard at 662-841-6456 or by email traci.dillard@tupeloms.gov. Questions concerning specifics on the duties included in the bid should be directed to Debbie Brangenberg at 662-841-6598 or by email at debbieb@tupelomainstreet.com.

The City of Tupelo reserves the right to waive any informality or to reject any or all bids.

CITY OF TUPELO
PURCHASING
Traci Dillard
662-841-6456
Traci.dillard@tupeloms.gov

Publish: October 8, 2020 and October 15, 2020.

*Bid amount beginning 12-1-20 ending 11-30-21
\$104,400.00*

Boyd Chambers 11/5/20

D.B.A. Ten Oaks Property Mgt.

General Specifications

- This quote is for labor only services for a period of one year- beginning December 1, 2020 through November 30, 2021.
- Successful bidder is required to have \$1,000,000 general liability insurance in place throughout the contract period.
- Any materials needed in performance of this contract are to be purchased through the City of Tupelo.
- Contractor must determine needs, obtain prices, fill out the requisition and submit to Downtown Tupelo Main Street Association (DTMSA). Present invoice with purchase requisition in duplicate to DTMSA on dates prescribed by purchasing director.
- Contractor is to provide fuel and equipment needed to perform duties.

***Please note that for all charts, the number listed in the "Frequency/times needed" column refers to frequency/times needed *annually, unless otherwise specified.*

Fairpark District Campus General Grounds Maintenance Requirements

MOWING

Included under this item is grass cutting; sidewalk and curb edging; weed eating and blowing/cleaning of sidewalks and curbs.

Location	Frequency/Times Needed
Fairpark Park	28
Main Street Median (from KCS RR to Elizabeth)	25
City Hall Lawn	28
City Hall Parking Lot	28
West Parking Lot	25
Railroad Green Strip	24
Improved Vacant Lots (2 lots)	24
Residential Area [1]	28
Clark Street Median	28
Pond Public Area	24
Elizabeth and South Line Tree Buffer	22
Farmers' Depot	24

Vacant Lot East of Century Plaza	24
1 Mower width wide along new section of Clark including Full Median intersections and parking islands	24
1 Mower width wide along Monagan and Fairpark Drive and Grandstand Ave including parking islands	24

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FAIRPARK FOUNTAIN

Activity	Frequency/times needed
Clean and change filters	20
Clean entire fountain system, drain reservoir, vacuum sediment	1
Troubleshoot maintenance and service needs in event of breakdown [2]	as needed
Change lights	as needed
Monitor chlorine levels	Once a week and as needed
Paint/touch up bollard lights and benches	as needed

IRRIGATION SYSTEM

These activities include the following locations: Fairpark Park, Main Street median, City Hall lawn, Clark Street median, Residential Park, Elizabeth Street buffer drip system.

Activity	Frequency/times needed
Repair leaks and broken heads	as needed
Adjust heads	as needed

PLAYGROUND MAINTENANCE

- Grease merry-go-round monthly
- Spread and level mulch around structures and playground equipment as needed
- Maintain drinking fountain
- Paint touch-up on metal structures

ELECTRICAL SYSTEMS

- Repair outlets and breakers
- Repair bollard lamps, lenses, diffusers, ballast
- Replace bulbs

PLANT MATERIAL

Activity	Frequency/times needed
Arrange for "grow off" of hanging baskets in Fairpark park	
Prepare beds and plant annuals in Elvis plaza	2
Plant planters at front gate	2
Plant planters at front door of City Hall	2
Plant pickup truck bed at Farmers' Depot including open areas adjacent to pickup truck (6 baskets)	1
Plant concrete planters on west side of Farmers' Depot (trailing vines)	1
Weed and fertilize [3]	as needed
Plant 2 square planting spots on East side of Elvis plaza	1
Remove and replace dead trees throughout campus	mid-winter
replace dead shrubs throughout campus	late winter

PRUNING

Activity	Frequency/times needed
Prune trees for form, clearance, deadwood and correctional throughout campus on all public areas as needed throughout the year.	2 (Spring and Late fall)
Prune shrubs throughout campus (Fairpark Park, City Hall, playground Wisteria, utility buffers - 5 locations, Elvis plaza)	4
Prune & Weed shrub beds and pick up truck bed at Farmers Market Vines are to be pruned level with the painted fence line on mural	6

WATER NEEDS

- Upkeep and maintenance of irrigation systems in Fairpark Main Street Green Street to Veterans Blvd.
- Hand-water all common public areas - between sidewalks and curbs, including all parking lot areas - as needed in times of no significant rainfall (1 ½ inches) for a period of 15 days. Requires dragging hoses across parking lots and setting of impact heads and soaker hoses several times throughout the day.
- The irrigational system on Clark Street is operated by turning on the well pump and attaching a connector hose from the pump to the irrigational orifice.
- Water Hanging baskets and truck bed at Farmers Depot daily
- Water hanging baskets around Fairpark daily – Fertilize Twice

LITTER

Activity	Frequency/times needed
Pick up litter throughout Fairpark District Campus	Twice a week
Empty trashcans in Fairpark Park	as needed
Empty trashcans outside City Hall	as needed
Pick up dead limbs in parking lots and across areas	as needed
Pick up litter after all public events in Fairpark District	as needed
Pick up litter around residential pond	Once a week

ROUTINE

Activity	Frequency/times needed
Apply herbicide in tree grove; parking lots; around trees in sidewalks; in sidewalk cracks; in curb cracks	10
Lower and raise flags at Fairpark entrance for special commemorations	as needed
Pressure wash sidewalks (list proposed areas)	6 days in late winter
Touch up paint on bollards benches and electrical boxes throughout campus	as needed
Coordinate with Waste Management the use of residential solid waste containers for park events throughout the year	as needed
Clean leaves and debris from curb inlets throughout campus and Downtown District	as needed
Arrange for tree deep root fertilization then monitor	2

Arrange for contract fertilization and herbicide application then monitor [4]	
Fertilize all trees and shrubs on campus <u>not</u> covered under contract	
Repair and maintain residential pond fountain	
Install and remove banners on light poles along Main Street	as needed
Place Christmas lights in trees of intersections (12 trees, 3 strings/tree)	
Remove leaves and debris from storm drains	as needed
Trim vines and invasive trees from shrubs and trees	6
Dead head roses in garden as needed	trim in February
Monitor and service hand sanitizing stations located throughout downtown.	As needed
Apply fire ant bait throughout campus	as needed

SEASONAL

Activity	Frequency/times needed
Remove leaves from Fairpark Park curbs and gutters	As Needed
Aerate Fairpark Park with pull-behind and self-propelled plugging devices, followed by spreading at least two dump trucks of sand with a spreader provided by Parks and Recreation, then followed by dragging to even dirt.	Late Spring
Fill ruts created by vehicles on park to make lawn as even as possible	
Set up and take down 25-foot artificial Christmas tree in Fairpark	Seasonal
Mulch all trees and beds throughout campus (approximately 70 cubic yards)	early Spring
Application of winter rye grass in park at Fairpark	
Determine quantity of ryegrass required	
Determine quantity of slow release fertilizer sufficient for 2 applications	After seeding and Early January
Prepare Lawn by slicing and plug aerating entire area including all narrow lawn strips	

After seeding, mow lawn throughout winter at regular 2 week intervals including edging weed eating and clean-up	12
Apply herbicide after emergence to all mulched areas and tree rings to kill unwanted rye grass	

****At no additional compensation, contractor is to do other projects, duties or activities not specifically listed in the required duties within reason.****

- [1] All grass strips between sidewalk and curb, common park area, city-owned vacant lots
- [2] This is to include repair and replacement of various pipes, fittings, valve assemblies and electrical solenoids. Contractor may seek advice concerning repair from the manufacturer, Sundance Water Designs.
- [3] Weed removal is of the utmost importance; they will not be tolerated.
- [4] Locations: Main Street median, Fairpark Park, City Hall lawn, City Hall parking lot, residential public areas, Clark Street median, residential park

Downtown Tupelo General Grounds Maintenance Requirements

The Downtown Business District Core is described as follows: Green Street on the west side; Jefferson Street on the north side; KCS RR Street on the east side; Clark Street on the south side; Main Street from Elizabeth to Veterans Highway 45 Main Street interchange; and Veterans Boulevard Main Street intersection, Elizabeth Street intersection and the East Main Street pedestrian corridor.

Activity	Frequency/times needed
Public trashcans within the described limits are to be emptied	Twice a week (Monday and Friday)
Litter on sidewalks, curbs and landscape beds is to be picked up	Once a week
Sidewalks and curbs are to be cleaned with leaf blower	Weekly

Crosswalks are to be blown with leaf blower	Once a week
Alleys are to be cleaned of debris, litter, trash, leaves, etc.	As needed or at least 8 times
Hand-pick commercial garbage that overflows/sits out in front of dumpsters. This garbage is to be hauled to another commercial dumpster in the downtown area that is not overflowing.	Contractor must be available at all times
The sidewalks and curbs on North Spring Street, between Main Street and Court Street, and the north side of Main Street, between Broadway and Spring streets, are to be cleaned using a leaf blower	Weekly
Spring Cleanup [1]	1
Mulching all landscape beds and tree rings with pine straw	2 (Spring and Fall)
Deadheading of blooming plants	6
Fertilizing of all beds [2]	2
Landscape bed weeding, mechanical and chemical	as needed
Fall cleanup of landscape beds	2
Shrub pruning [3]	3
Tree pruning [4]	1
Irrigation system startup	1
Irrigation system winterizing	1
Irrigation system monitoring	weekly
Irrigation system repair	as needed
Parking lot cleaning [5]	4
Trim vines and invasive weeds from shrub beds on Main Street Vine trimmed neatly to brick edge	as needed

SUNDAY LITTER REMOVAL

Litter removal in the described downtown core district is required EVERY Sunday morning before 9:00 a.m. This is to include sidewalks, curbs, streets and parking lots on either side of Front Street from North Main Street to Jefferson Street.

HEIR WEALTH MANAGEMENT PARK

Heir Wealth Management Park (Waterworks Park) on Court Street is to be maintained. This activity includes: regular mowing, weed control, shrub and tree trimming, fertilization, irrigational maintenance and bed mulching.

SIDE STREET TREE MAINTENANCE

Trees on sidewalks on side streets within downtown

Activity	Frequency/times needed
Trimmed for water sprouts (suckers)	as needed
Mulched	2 times (Spring, Fall)
Pruned for shape, visibility or clearance	1
Farmers Depot, Blow to remove Debris and Dirt	Friday of Market Season

EAST MAIN PEDESTRIAN CORRIDOR

Trees planted in conjunction with the East Main Street pedestrian corridor, Elizabeth Street to Veterans Boulevard

Activity	Frequency/times needed
Mulched with pine straw or chips	2
Fertilized [2]	2

****At no additional compensation, contractor is to do other projects, duties or activities not specifically listed in the required duties.****

April:	Bud and Burgers	36 Man Hours
	Wine Downtown	2 Man Hours

May-October:	Farmer's Depot Maintenance	48 Man Hours
June:	Elvis Festival	135 Man Hours
July:	Down On Main	40 Man Hours
August:	Down On Main	40 Man Hours
September:	Down On Main	40 Man Hours
	Communities Forward	5 Man Hours
	Ale Trail	2 Man Hours
October:	Chili Fest	35 Man Hours
November:	Taste of Tupelo	5 Man Hours
	Pigskins in the Park	40 Man Hours
December:	Christmas Parade	18 Man Hours
	New Year's Eve Celebration	45 Man Hours
	TOTAL	491 Man Hours

Additional Watering: 2 hours daily - May 1 – September 30 - 2 hours daily to include but not limited to hanging baskets at Fairpark and City Hall Front Door. **153 Man Hours**

OTHER ITEMS AS NEEDED AFTER HOURS AND/OR WEEKENDS: **At no additional compensation, contractor is to do other projects, duties or activities not specifically listed in the require duties within reason**

A MATERIALS BUDGET IS AVAILABLE FOR MATERIALS ASSOCIATED WITH THE FOLLOWING ASPECTS:

Plant material for hanging baskets for Fairpark and Farmer's Depot

- Annual Color – Fairpark and Farmer's Depot
- Replacement Plant Material
- Playground Mulch
- Landscape Mulch
- Herbicide and Fertilizer Contract
- Tree Fertilizer Application
- Fountain Shades
- Fountain Supplies
- Misc. Supplies
- Herbicides
- Fertilizers

Rental of equipment as needed

[1] consists of leaf removal and replacement of dead plant material, planting of annuals in Main Street beds

[2] requires a well-balanced fertilizer to maintain a healthy color and growth

[3] plant material pruned to maintain a neat natural appearance; limbs that obstruct buildings, walkways, or vehicular traffic shall be removed

[4] Remove binding or damaged limbs; prune for height clearance; limbs that obstruct vehicular traffic shall be removed; corrective pruning is to be performed in mid-winter

[5] Leaves and debris are to be removed; litter is to be regularly picked up

O.K. CLEANING SERVICE INVOICE



PO Box 39 Batesville, Ms. 38606
(662) 609-7185
(662) 563-0791

Invoice No.: quote

Customer Information::

Tupelo City Hall date; 10-15-2020

71 East Troy St.

Tupelo, MS. 38802

Quantity	Description	Unit Price	TOTAL
Ground Maintenance and Event Support	<p>Ground Maintenance and Housekeeping of the Fairpark District Campus Downtown Tupelo Core General Grounds Maintenance Event Support</p> <p>OK Cleaning Service will perform the statement of work described within the documents for the City of Tupelo. We accept the terms and conditions of these documents and to fulfill each of them. OK Cleaning Service's compensation for the term of this contract will be in the amount of \$8,142.17/month for the 12 mo. Period.</p>	\$8,142.17/mo	
		Subtotal	\$
		Deposit	
		Discounts	
		TOTAL	\$

Oscar Telford 10-15-2020

Oscar Telford 10-15-2020



AGENDA REQUEST

TO: Mayor and City Council

FROM: Ben Logan, City Attorney

DATE December 10, 2020

SUBJECT: IN THE MATTER OF ORDER DETERMINING REQUEST FOR PROPOSALS AS MOST ADVANTAGEOUS AND PRACTICABLE METHOD OF PROCUREMENT FOR GROUNDS MAINTENANCE AND HOUSEKEEPING OF THE FAIRPARK DISTRICT CAMPUS AND DOWNTOWN TUPELO CORE GENERAL GROUNDS MAINTENANCE

Request:

To procure the above personal services contract by request for proposals, the city council needs to determine this method as most advantageous and practicable for the municipality.

ORDER**ORDER DETERMINING AND APPROVING REQUEST FOR PROPOSALS AS MOST ADVANTAGEOUS AND PRACTICABLE METHOD OF PROCUREMENT FOR GROUNDS MAINTENANCE AND HOUSEKEEPING OF THE FAIRPARK DISTRICT CAMPUS AND DOWNTOWN TUPELO CORE GENERAL GROUNDS MAINTENANCE**

WHEREAS, the City of Tupelo (“CITY”) solicited bids for personal services for Grounds maintenance and Housekeeping of the Fairpark District Campus and Downtown Tupelo Core General Grounds Maintenance (Bid 2020-037FP); and

WHEREAS, the city reserved its right to reject any and all bids, and has rejected all bids; and

WHEREAS, the city has determined that competitive sealed bidding for this personal services contract is neither practical nor advantageous for what is in the city’s best interest; and

WHEREAS, the primary consideration in determining the award is not price, but a combination of price, cost, technical and management factors and seeks requests for proposals that will allow the evaluation of these factors.

NOW, THEREFORE, IT IS FOUND by the City Council of the City of Tupelo, Mississippi, finds that price is not the primary consideration in procurement of this personal services contract and is neither practical nor advantageous for what is in the city’s best interest. Further, it is found that a combination of price, cost, technical and management factors are necessary to evaluate the procurement of these personal services and that the request for proposals method is the city’s best procurement method.

The following factors have been considered as advantageous: (a) The need for flexibility; (b) The type of evaluations that will be needed after offers are received; (c) The evaluation

factors involve the relative abilities of offerors to perform, including degrees of technical or professional experience or expertise; (d) price is a secondary consideration; (e) Prior procurements of personal services contracts indicate that a request for proposals may result in more beneficial contracts for the city.

The following factors shall be considered when determining practicability: (a) Oral or written discussions may need to be conducted with offerors concerning technical and price aspects of their proposals; (b) Offerors may need to be afforded the opportunity to revise their proposals, including price; (c) The award may need to be based upon a comparative evaluation of differing price and contractual factors as well as quality factors that include technical and performance capability and the content of the technical proposal; (d) The primary consideration in determining award may not be price.

NOW, THEREFORE, IT IS ORDERED by the City Council of the City of Tupelo, Mississippi, that request for proposals will be utilized as the preferred procurement method and solicited for the personal services contract for Grounds Maintenance and Housekeeping of the Fairpark District Campus and Downtown Tupelo Core General Grounds Maintenance.

The foregoing order was proposed in a motion by Councilmember _____, seconded by Councilmember _____, and

was brought to a vote as follows:

Councilmember M. Whittington voted _____

Councilmember L. Bryan voted _____

Councilmember Beard voted _____

Councilmember Davis voted _____

Councilmember Palmer voted _____

Councilmember M. Bryan voted _____

Councilmember Jennings voted _____

Whereupon, the Order having received a majority of affirmative votes, the President of the Council declared that the Order had passed and adopted on this the _____ day of _____, 2020

CITY OF TUPELO, MISSISSIPPI

MIKE BRYAN, City Council President

ATTEST:

MISSY SHELTON
Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

DATE



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kaitlin Wilkinson, Office Manager
DATE NOVEMBER 20, 2020
SUBJECT: IN THE MATTER OF COLISEUM MINUTES OCTOBER 26, 2020 **KK**

Request:

Tupelo Coliseum Commission Regular Meeting October 26, 2020

Tupelo Coliseum Commission**Meeting Minutes****October 26 2020**

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, October 26, 2020, at 3:00 p.m. in the Conference Center rooms Poplar and Elm with the following present:

Vice-Chairman Neal McCoy
Commissioner Jason Hayden
Commissioner Cindy Murphy
Commissioner Tom Brown
Commissioner Yvette Crump
Commissioner Marcus McCoy
Chairman Nat Grubbs

Representatives of the City of Tupelo Present:

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

Chairman Grubbs called the meeting to order at 3:03 p.m.

Approval of Minutes from September 21, 2020, Regular Meeting Minutes

Commissioner McCoy made a motion to approve the minutes from September 21, 2020, as presented seconded by Commissioner Hayden. All commission members voting aye, the motion passed.

Financial Report

Kim Hanna reported on finances stating there is “over \$794k in the operating money, stated Hanna. “We are in a really good financial place considering COVID and the basic shut down and we did not have to break into the reserve this year. We have transferred the \$275k from the City and the \$250k for BancorpSouth’s naming rights into the fund balance,” stated Hanna.

Director’s Report

Kevan Kirkpatrick, Coliseum interim director reported that “Disney on Ice and Ice Skating will not happen this winter. We’ve got a lot of dates held in 2021 everyone is just waiting to see what is going to happen.”

Executive Director Search:

Commissioner Hayden reported that the ad-hoc committee and the search firm completed all the phone interviews of the candidates, the committee then picked four finalists to do a zoom interview and those were all completed. "The whole committee thought the interviews went well and we will meet after this meeting to discuss which two will come to Tupelo for the in-person interviews," stated Hayden.

New Business:

Refunds

After a brief conversation, commissioner Hayden made a motion to refund the amounts of \$2,000 for the Howell/Stokes wedding and \$1,500 for the Simmons/Hans wedding due to COVID-19, seconded by commissioner McCoy. All commission members voting aye, motion passed.

Check Approval:

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

Adjournment:

After no other business, Chairman Grubbs adjourned the meeting at 3:20 p.m.

not present at Meeting

Yvette Crump
Secretary

Nat Grubbs

Nat Grubbs
Chairman



AGENDA REQUEST

TO: Mayor and City Council
FROM: Ben Logan, City Attorney
DATE December 9, 2020
SUBJECT: IN THE MATTER OF EXECUTIVE SESSION

Request:

The purpose of executive session will be to discuss the prospective purchase, sale or lesing of lands under Miss. Code Anno. § 26-41-7 (g) (1972 as amended, particularly acceptance of a donation of real property and amendment of terms of pending contract of sale. It is expected that action will be taken and suppoting materials will be provided during executive session.