

**MINUTES OF THE REGULAR MEETING  
OF THE MAYOR AND BOARD OF ALDERMEN  
The City of Starkville, Mississippi  
September 18, 2012**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on September 18, 2012 at 5:30 p.m. in the Courtroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS. There being present were Mayor Parker Wiseman, Aldermen Ben Carver, Sandra Sistrunk, Eric Parker, Richard Corey, Jeremiah Dumas, Roy A. Perkins, and Henry Vaughn, Sr. Attending the Board were City Attorney Chris Latimer and City Clerk Taylor V. Adams.

Mayor Parker Wiseman opened the meeting with the Pledge of Allegiance followed by a moment of silence.

Mayor Parker Wiseman asked for any revisions to the Official Agenda.

**REQUESTED REVISIONS TO THE OFFICIAL AGENDA:**

**Alderman Jeremiah Dumas** requested the following changes to the published September 18, 2012 Official Agenda:

**Add to Consent Item IX.A** Approval of the contract between the Mississippi Department of Human Services (DHS) and the City of Starkville as subgrantee for the administration of the grant funds for the Brickfire Project for grant #467Q631A from October 1, 2012 to September 30, 2013.

**Add to Consent Item IX.B** Approval of each of the letters of agreement between Childhood International, United Way, the Starkville Housing Authority and the City of Starkville on behalf of the Golden Triangle African American Cultural Society DBA Brickfire Project and Ms. Helen Taylor.

**Add to Consent Item IX.C** Approval of the contract between the City of Starkville and the African American Cultural Society DBA Brickfire Project and Ms. Helen Taylor as the secondary subgrantee for the grant #467Q631A from the Mississippi Department of Human Services.

**Add to Consent Item XI.I-1** Approval to hire Scott Lomax to fill vacant position of Certified Police Officer.

**Add to Consent Item XI.I-2** Approval of request to transfer Nathaniel Hinton to fill vacant position of Maintenance Worker in the Water Department.

**Add to Consent Item XI.I-3** Approval to hire Terry R. Williams to fill vacant position of Laborer in the Sanitation and Environmental Services Department.

**Add to Consent Item XI.I-4** Approval to advertise to fill a vacant position of Operator in the Landscape Division of the Sanitation and Environmental Services Department.

The Mayor asked for further revisions to the published September 18, 2012 Official Agenda. No further revisions were requested.

**1. A MOTION TO APPROVE THE OFFICAL AGENDA AS REVISED**

There came for consideration the matter of approving and adopting the September 18, 2012, Official Agenda of the Recess Meeting of the Mayor and Board of Aldermen, as revised. After discussion, and

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., to approve the September 18, 2012, Official Agenda as modified with items listed as consent, the Board voted unanimously to approve the motion.

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion carried.



**OFFICIAL AGENDA**  
**THE MAYOR AND BOARD OF ALDERMEN**  
**OF THE**  
**CITY OF STARKVILLE, MISSISSIPPI**

RECESS MEETING OF TUESDAY, SEPTEMBER 18, 2012  
5:30 P.M., COURT ROOM, CITY HALL  
101 EAST LAMPKIN STREET

**PROPOSED CONSENT AGENDA ITEMS ARE NOTED ##### AND PROVIDED AS  
APPENDIX A ATTACHED**

- I. **CALL THE MEETING TO ORDER**
- II. **PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. **APPROVAL OF THE OFFICIAL AGENDA**
  - A. CONSIDERATION OF THE APPROVAL OF THE CONSENT AGENDA.
- IV. **APPROVAL OF BOARD OF ALDERMEN MINUTES**

*THERE ARE NO MINUTES FOR CONSIDERATION*
- V. **ANNOUNCEMENTS AND COMMENTS**

MAYOR'S COMMENTS:

INTRODUCTION OF NEW EMPLOYEES:

**JEREMY WEAVER**—FIREFIGHTER—FIRE DEPT.

**KEMBE HARRIS**—APPRENTICE LINEMAN—ELECTRIC DEPT.

**DOUGLAS CLARK**—OPERATOR—LANDSCAPE DIV/SANITATION & ENVIRONMENTAL SERVICES

**HARRELL LINDSEY**—LABORER— SANITATION & ENVIRONMENTAL SERVICES

**MELVIN SPENCER**—LABORER— SANITATION & ENVIRONMENTAL SERVICES

BOARD OF ALDERMEN COMMENTS:

**VI. CITIZEN COMMENTS**

**VII. PUBLIC APPEARANCES**

- A. PUBLIC APPEARANCE BY DR. FAZIO PRESENTING THE ANNUAL REPORT ON THE ACTIVITIES OF THE HISTORIC PRESERVATION COMMISSION.

**VIII. PUBLIC HEARING**

- A. PUBLIC HEARING ON THE MUNICIPAL 2013 BUDGET AND TAX LEVY FOR THE CITY OF STARKVILLE.

**IX. MAYOR'S BUSINESS**

- A. CONSIDERATION OF THE APPROVAL OF THE CONTRACT BETWEEN THE MISSISSIPPI DEPARTMENT OF HUMAN SERVICES (DHS) AND THE CITY OF STARKVILLE AS SUBGRANTEE FOR THE ADMINISTRATION OF THE GRANT FUNDS FOR THE BRICKFIRE PROJECT FOR GRANT #467Q631A FROM OCTOBER 1, 2012 TO SEPTEMBER 30, 2013.
- B. CONSIDERATION OF APPROVING EACH OF THE LETTERS OF AGREEMENT BETWEEN CHILDFUND INTERNATIONAL, UNITED WAY, THE STARKVILLE HOUSING AUTHORITY AND THE CITY OF STARKVILLE ON BEHALF OF THE GOLDEN TRIANGLE AFRICAN AMERICAN CULTURAL SOCIETY DBA BRICKFIRE PROJECT AND MS. HELEN TAYLOR.

- C. CONSIDERATION OF THE APPROVING THE CONTRACT BETWEEN THE CITY OF STARKVILLE AND THE AFRICAN AMERICAN CULTURAL SOCIETY DBA BRICKFIRE PROJECT AND MS. HELEN TAYLOR AS THE SECONDARY SUBGRANTEE FOR THE GRANT #467Q631A FROM THE MISSISSIPPI DEPARTMENT OF HUMAN SERVICES.

**X. BOARD BUSINESS**

- A. CONSIDERATION OF A RESOLUTION SETTING THE TAX LEVY FOR THE CITY OF STARKVILLE AT 20 MILLS FOR THE FISCAL YEAR 2013 IN ACCORDANCE WITH THE REQUIREMENTS OF MISS. CODE ANN. §21-33-45.

- B. REPORT FROM THE CITY ATTORNEY ON THE USE OF PUBLIC PROPERTY FOR SPECIAL EVENTS AND ANY RELATED ISSUES FROM SUCH USE.

- C. CONSIDERATION TO AUTHORIZE THE SPECIAL EVENT REQUEST BY THE STARKVILLE JUNIOR AUXILIARY FOR STREET CLOSING AND IN-KIND SERVICES FOR THE 2012 JR. AUXILIARY CHILIFEST SCHEDULED FOR FRIDAY, OCTOBER 19, 2012, ON MAIN STREET WITH 1 BLOCK STREET CLOSING FROM LAFAYETTE STREET TO JACKSON STREET FROM 5:00—8:00 PM.

##### D. CONSIDERATION OF APPROVAL BY THE STARKVILLE—MSU SYMPHONY ASSOCIATION TO CLOSE A PORTION OF MAIN STREET BETWEEN JACKSON AND CALDWELL STREETS FOR THE “POPS ON THE PLAZA” CONCERT TO BE HELD AT THE CADENCE BANK PLAZA ON TUESDAY, SEPTEMBER 25, 2012 FROM 6:15 TO 7:30 PM.

##### E. CONSIDERATION OF THE APPROVAL OF THE RESOLUTION OF THE INTENT TO PARTICIPATE IN THE 2014 UPDATE OF THE DISTRICT 4 REGIONAL HAZARD MITIGATION PLAN.

##### F. CONSIDERATION OF THE DESIGNATION OF JIM BRITT TO REPRESENT THE CITY IN ALL MATTERS IN THE DEVELOPMENT OF THE DISTRICT 4 REGIONAL HAZARD MITIGATION PLAN.

##### G. CONSIDERATION OF APPROVING THE HEALTH CARE CONTRACT FOR THE EMPLOYEES OF THE CITY OF STARKVILLE WITH BLUE CROSS/BLUE SHIELD FOR THE FISCAL YEAR 2013.

- H. CONSIDERATION OF APPROVING A RESOLUTION FINDING

THAT THE CLOSURE OF MAPLE DRIVE, DOUGLAS MCARTHUR DRIVE AND REDBUD DRIVE ARE NO LONGER IN THE BEST INTERESTS OF THE PUBLIC AND SHOULD BE RE-OPENED FOR FULL PUBLIC ACCESS.

- I. CONSIDERATION OF THE APPROVAL OF THE ANNUAL CONTRACT WITH MITCHELL, MCNUTT & SAMS, PA, FOR THE SERVICES OF GENERAL COUNSEL FOR THE CITY OF STARKVILLE.

**XI. DEPARTMENT BUSINESS**

- A. AIRPORT

*THERE ARE NO ITEMS FOR THIS AGENDA*

- B. BUILDING, CODES AND PLANNING DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

- C. COURTS

*THERE ARE NO ITEMS FOR THIS AGENDA*

- D. ELECTRIC DEPARTMENT

##### 1. REQUEST APPROVAL FOR THE CITY OF STARKVILLE TO ENTER INTO A GREEN POWER PROVIDERS PROGRAM WITH TVA.

- E. ENGINEERING AND STREETS

##### 1. REQUEST CONSIDERATION OF THE REFINANCING QUOTES FOR STREET DEPARTMENT VEHICLES AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT WITH LOW QUOTE PROVIDER.

- F. FINANCE AND ADMINISTRATION

##### 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF SEPTEMBER 13, 2012.

##### 2. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING AUGUST 31, 2012, IN ACCORDANCE WITH §21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.

G. FIRE DEPARTMENT

##### 1. REQUEST APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$749,975.00 TO PIERCE MANUFACTURING, INC. FOR A FIRE TRUCK USING THE GRANT FUNDS #EMW-2011-FV-04641.

H. INFORMATION TECHNOLOGY DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

I. PERSONNEL

1. REQUEST TO HIRE SCOTT LOMAX TO FILL VACANT POSITION OF CERTIFIED POLICE OFFICER.
2. REQUEST TO TRANSFER NATHANIEL HINTON TO FILL VACANT POSITION OF MAINTENANCE WORKER IN THE WATER DEPARTMENT.
3. REQUEST TO HIRE TERRY R. WILLIAMS TO FILL VACANT POSITION OF LABORER IN THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.

J. POLICE DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

K. PUBLIC SERVICES

*THERE ARE NO ITEMS FOR THIS AGENDA*

L. SANITATION & ENVIRONMENTAL SERVICES

*THERE ARE NO ITEMS FOR THIS AGENDA*

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

- A. PENDING LITIGATION
- B. PROPERTY ACQUISITION

C. PERSONNEL

**XV. OPEN SESSION**

**XVI. RECESS UNTIL SEPTEMBER 26, 2012 @ 5:30 AT 101 LAMPKIN STREET IN THE CITY HALL CONFERENCE ROOM.**

*The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Mr. Joyner Williams, at (662) 323-2525, ext. 121 at least forty-eight (48) hours in advance for any services requested.*

**APPENDIX A**

**PROPOSED CONSENT AGENDA**

**IX. MAYOR'S BUSINESS – NO ITEMS**

**X. BOARD BUSINESS**

- D. CONSIDERATION OF APPROVAL BY THE STARKVILLE—MSU SYMPHONY ASSOCIATION TO CLOSE A PORTION OF MAIN STREET BETWEEN JACKSON AND CALDWELL STREETS FOR THE “POPS ON THE PLAZA” CONCERT TO BE HELD AT THE CADENCE BANK PLAZA ON TUESDAY, SEPTEMBER 25, 2012 FROM 6:15 TO 7:30 PM.
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- C. COURTS – NO ITEMS
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H. INFORMATION TECHNOLOGY – NO ITEMS

I. PERSONNEL – NO ITEMS

J. POLICE DEPARTMENT – NO ITEMS

K. PUBLIC SERVICES – NO ITEMS

L. SANITATION DEPARTMENT - NO ITEMS

**CONSENT ITEMS 2-17**

- 2. APPROVAL OF THE CONTRACT BETWEEN THE MISSISSIPPI DEPARTMENT OF HUMAN SERVICES (DHS) AND THE CITY OF STARKVILLE AS SUBGRANTEE FOR THE ADMINISTRATION OF THE GRANT FUNDS FOR THE BRICKFIRE PROJECT FOR GRANT #467Q631A FROM OCTOBER 1, 2012 TO SEPTEMBER 30, 2013.**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the September 18, 2012 Official Agenda, and to accept items for Consent, whereby the "approval of the contract between the Mississippi Department of Human Services (DHS) and the City of Starkville as subgrantee for the administration of the grant funds for the Brickfire Project for grant #467Q631A from October 1, 2012 to September 30, 2013" is enumerated, this consent item is thereby approved.



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: IX.A.  
AGENDA DATE: 9-18-12  
PAGE: 1**

**Subject:** Consideration of the approval of the contract between the Mississippi Department of Human Services (DHS) and the City of Starkville as subgrantee for the administration of the grant funds for the Brickfire Project for Grant #467Q631A from October 1, 2012 to September 30, 2013.

**AMOUNT & SOURCE OF FUNDING:** N/A

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S  
AUTHORIZATION:** Mayor Wiseman

**FOR MORE INFORMATION CONTACT:** Lynn Spruill@ 323-4583

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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**STAFF RECOMMENDATION:** N/A

**ADDITIONAL INFORMATION:** N/A

Suggested Motion: "MOVE APPROVAL THE CONTRACT WITH DHS AND THE CITY OF STARKVILLE FOR THE ADMINISTRATION OF THE GRANT #467Q631A."

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STATE OF MISSISSIPPI  
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES  
SUBGRANT SIGNATURE SHEET  
P.O. BOX 352  
JACKSON, MISSISSIPPI 39205-0352

MDHS FUNDING DIVISION: Office for Children and Youth

<p><b>1. SUBGRANTEE'S NAME, ADDRESS &amp; PHONE #</b> <u>The City of Starkville, MS</u> <u>101 Lumpkin Street</u> <u>Starkville, MS 39759</u></p> <p><b>SUBGRANTEE'S FISCAL YEAR END DATE:</b> <u>June 30</u></p> <p><b>NAME/TITLE OF OFFICERS: (SUBGRANT ENTITY)</b> a. <u>Parker Wiseman, Mayor</u> b. <u>Helen Taylor, Child Care Program Manager</u> c. <u>Ozella Rice, Fiscal Officer</u></p> <p><b>CONTACT PERSON:</b> <u>Helen Taylor, 1-662-319-7755</u> <b>PHONE NUMBER:</b> <u>Ozella Rice, 1-662-323-5321</u></p>	<p><b>2. EFFECTIVE DATE</b> <u>October 1, 2012</u></p> <p><b>3. SUBGRANT NUMBER</b> <u>467Q631A</u></p> <p><b>4a. GRANT IDENTIFIER (funding source and year):</b> <u>2013 CCDF Matching</u></p> <p><b>b. CATALOG of FEDERAL DOMESTIC ASSISTANCE (CFDA)#</b> <u>93.596</u></p> <p><b>5. BEGINNING AND ENDING DATE</b> <u>October 1, 2012 to September 30, 2013</u></p> <p><b>6. SUBGRANT PAYMENT METHOD</b> <u>          X          </u> CURRENT NEEDS/CASH ADVANCE <u>                          </u> COST REIMBURSEMENT <u>                          </u> OTHER</p> <p><b>7. PAGE 1 OF</b> <u>  4  </u></p>																				
<p><b>8. THE FOLLOWING FUNDS ARE OBLIGATED:</b></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">FEDERAL</td> <td style="width:20%; text-align: right;"><u>\$223,855</u></td> <td style="width:30%;">ADMINISTRATION</td> <td style="width:20%; text-align: right;"><u>\$0</u></td> </tr> <tr> <td>STATE</td> <td style="text-align: right;"><u>\$0</u></td> <td>SERVICES</td> <td style="text-align: right;"><u>\$223,855</u></td> </tr> <tr> <td>OTHER</td> <td style="text-align: right;"><u>\$81,000</u></td> <td>OTHER</td> <td style="text-align: right;"><u>\$81,000</u></td> </tr> <tr> <td><b>TOTAL</b></td> <td style="text-align: right;"><u>\$304,855</u></td> <td><b>TOTAL</b></td> <td style="text-align: right;"><u>\$304,855</u></td> </tr> </table>		FEDERAL	<u>\$223,855</u>	ADMINISTRATION	<u>\$0</u>	STATE	<u>\$0</u>	SERVICES	<u>\$223,855</u>	OTHER	<u>\$81,000</u>	OTHER	<u>\$81,000</u>	<b>TOTAL</b>	<u>\$304,855</u>	<b>TOTAL</b>	<u>\$304,855</u>				
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<p><b>9. THE SUBGRANTEE AGREES TO ADMINISTER THIS SUBGRANT IN ACCORDANCE WITH ALL FEDERAL AND/OR STATE PROVISIONS THAT ARE APPLICABLE TO SAID SUBGRANT. THE FOLLOWING DOCUMENTS ARE INCORPORATED HEREIN:</b></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; vertical-align: top;"> <p>a. SUBGRANT SIGNATURE SHEET</p> <p>b. BUDGET SUMMARY</p> <p>c. COST SUMMARY SUPPORT SHEET</p> <p>d. BUDGET NARRATIVE</p> <p>e. SUBGRANT AGREEMENT</p> <p>1) SCOPE OF SERVICES</p> <p>2) GENERAL TERMS AND PROVISIONS</p> </td> <td style="width:50%; vertical-align: top;"> <p>3) STANDARD ASSURANCES POLICY</p> <p>4) DEBARMENT POLICY</p> <p>5) DRUG FREE WORKPLACE POLICY</p> <p>6) SUBGRANTEE MANUAL ACCEPTANCE</p> <p>f. VERIFICATION OF 25% FIDELITY BOND</p> <p>g. COPY OF BOARD RESOLUTION (If Applicable)</p> <p>h. COST ALLOCATION &amp; INDIRECT COST RATES</p> </td> </tr> </table>		<p>a. SUBGRANT SIGNATURE SHEET</p> <p>b. BUDGET SUMMARY</p> <p>c. COST SUMMARY SUPPORT SHEET</p> <p>d. BUDGET NARRATIVE</p> <p>e. SUBGRANT AGREEMENT</p> <p>1) SCOPE OF SERVICES</p> <p>2) GENERAL TERMS AND PROVISIONS</p>	<p>3) STANDARD ASSURANCES POLICY</p> <p>4) DEBARMENT POLICY</p> <p>5) DRUG FREE WORKPLACE POLICY</p> <p>6) SUBGRANTEE MANUAL ACCEPTANCE</p> <p>f. VERIFICATION OF 25% FIDELITY BOND</p> <p>g. COPY OF BOARD RESOLUTION (If Applicable)</p> <p>h. COST ALLOCATION &amp; INDIRECT COST RATES</p>																		
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<p><b>10. IDENTIFICATION OF OTHER FUNDING (List all other funds requested, anticipated or held over from prior years dedicated to this or similar programs including Federal, State, Local or Private funds. If additional space is needed, please attach typed pages).</b></p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">SOURCE</th> <th style="width:20%;">PURPOSE</th> <th style="width:20%;">CONTRACT #</th> <th style="width:20%;">PERIOD (dates)</th> <th style="width:20%;">AMOUNT</th> </tr> </thead> <tbody> <tr> <td><u>0912 CPE Matching</u></td> <td><u>Childcare</u></td> <td><u>467Q631A</u></td> <td><u>12/1/2011 TO 12-31-2012</u></td> <td style="text-align: right;"><u>\$114,000</u></td> </tr> <tr> <td><u>Contract fully expended June 1, 2012</u></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SOURCE	PURPOSE	CONTRACT #	PERIOD (dates)	AMOUNT	<u>0912 CPE Matching</u>	<u>Childcare</u>	<u>467Q631A</u>	<u>12/1/2011 TO 12-31-2012</u>	<u>\$114,000</u>	<u>Contract fully expended June 1, 2012</u>									
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<p><b>11. APPROVED FOR MDHS:</b></p> <p>BY <u>Richard A. Berry</u> DATE _____</p> <p><u>Executive Director</u> Title</p>	<p><b>12. APPROVED FOR SUBGRANTEE:</b></p> <p>BY <u>Parker Wiseman</u> DATE _____</p> <p><u>Mayor</u> Title</p>																				







City of Starkville, MS  
2013 CCDF Matching CPE  
Budget Narrative

<b>CC Slots-Child Care Services</b>	<b>\$223,855</b>
<u>Contractual Services</u>	\$223,855
To provide child care services to children of CCDF eligible families	
<b>Operations and Maintenance</b>	<b>\$81,000</b>
<u>Contractual Services</u>	\$81,000
The City of Starkville will provide support for the Child Care Program and maintain fiscal records documenting the sources and amount of funds spent in support of the program.	
<b>Subgrant Total</b>	<b>\$304,855</b>

Division of Early Childhood Care and Development  
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES  
CHILD CARE AND DEVELOPMENT FUND

SUBGRANT AGREEMENT

Subgrant Number: 467Q631A

1. Parties. The parties to this Subgrant are the Division of Early Childhood Care and Development, Mississippi Department of Human Services, herein called MDHS, and City of Starkville, MS, herein called Subgrantee.
2. Purpose. The purpose of this Subgrant is to engage the Subgrantee to perform certain services.
3. Scope of Services. The Subgrantee shall provide, perform, and complete in a satisfactory manner as determined by MDHS, the services described in Exhibit A, entitled "Scope of Services," and incorporated by reference herein.
4. Period of Performance. The period of performance of services shall begin on October 1, 2012 and end on September 30, 2013.
5. Consideration and Method of Payment. The total amount to be paid to the Subgrantee by MDHS under this Subgrant is \$223,855. Any remaining amounts shall be paid by sources other than MDHS. The method of payment shall be on a Current Needs/Cash Advance Method of Payment basis as referenced below.

Current Needs/Cash Advance

MDHS shall process the Request for Cash in its normal course of business, and, if it is found in order, shall cause payment thereon to be made within reasonable time to the Subgrantee.

For any request for funds to be processed, MDHS must receive required monthly program and fiscal reports as outlined in Exhibit A, entitled Scope of Services, and Exhibit B, entitled "General Terms and Provisions."

6. General Terms and Provisions. This Subgrant is hereby made subject to all terms and provisions included in the aforesaid Exhibit B, referenced herein and made a part hereof.
7. Standard Policies and Assurances. This Subgrant is hereby made subject to the terms and conditions of the standard policies and assurances included in the most recent MDHS Subgrantee Manual, which is made a part hereof by reference. The subgrant shall be subject to the rules, regulations, policies and procedures

contained in Exhibit C, Standard Assurances Policy; Exhibit D; Debarment Policy; Exhibit E, Drug-Free Workplace Policy; and Exhibit F, MDHS Subgrantee Manual Acceptance Form.

8. Notice. Notice as required by the terms of this Subgrant shall be by certified United States mail, postage prepaid, to the Parties at their respective usual business addresses, or notice may be hand-delivered to that respective Party whose signature appears on this Subgrant as MDHS or Subgrantee. The Parties agree to notify promptly each other of any change of address.

IN WITNESS WHEREOF MDHS and the Subgrantee have executed this Subgrant as of the \_\_\_\_\_ day of \_\_\_\_\_.

## MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

ATTEST: \_\_\_\_\_ BY: \_\_\_\_\_

Title: \_\_\_\_\_

## SUBGRANTEE

ATTEST: \_\_\_\_\_ BY: \_\_\_\_\_

Title: \_\_\_\_\_

# EXHIBIT A

## SCOPE OF SERVICES

### Slots Program

Division of Early Childhood Care and Development  
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

SUBGRANTEE: City of Starkville, MS

*A.* Purpose:

The purpose of the Child Care Slots Program Grant is for the provision of child care slots to eligible, low-income working parents in Priority Populations 1-3. Children who are pre-school age (under age 5) are served in an Early Childhood Development Program, and children ages 5 to 13 (or those under age 18 who are physically or mentally incapable of self care), are served in a Before- and After- School Program. The provider must be non-residential, licensed, or exempt from licensure requirements by the Mississippi State Department of Health.

*B.* Duties and Responsibilities

1. The Subgrantee will provide subsidized child care slots to children in Priority Populations as follows:

1<sup>st</sup> Children of very low-income working parents whose income is at or below the 50<sup>th</sup> percentile of the State Median Income (SMI) who are at risk of going on TANF, in the following order:

- a. Teen Parents currently enrolled in school full time;
- b. Children with Special Needs;
- c. Children in Court-ordered Protective Services or Court-ordered Foster Care;
- d. Children of all other eligible parents at this income level.

2<sup>nd</sup> Based upon the availability of funding, children of parents working or in an approved educational or training program and working the required hours whose income falls above the 50<sup>th</sup> percentile of the SMI and at or below the 85<sup>th</sup> percentile of the SMI.

2. The Subgrantee will report and maintain fiscal records at the Subgrantee's office that document all child care expenditures.
3. The Subgrantee will operate in compliance with the Mississippi State Department of Health's (MSDH) Child Care Licensure regulations and the Program Criteria for Child Care Slots established by the Division of Early Childhood Care and Development(ECCD). The Subgrantee must hold a current MSDH child care facility license or MSDH exemption statement.
4. The Subgrantee will establish and maintain fiscal and programmatic activities in compliance with the Mississippi Department of Human Services (MDHS) Subgrantee/Contract Manual and ECCD Policy Bulletins.
5. Client eligibility will be determined based upon the policy included in the Program Criteria for Child Care Slots.
6. The Subgrantee will maintain current case records on each eligible child that includes items specified in ECCD's Program Criteria for Child Care Slots.
7. The Subgrantee will charge a private tuition rate that is no less than the rate reimbursed by ECCD. The reimbursement from ECCD will not exceed the approved Tier rate in the Subgrantee's budget.
8. The Subgrantee will not request reimbursement for a child that is being served through a certificate or whose parents are paying full tuition.
9. The Subgrantee will assess to each client a monthly co-payment fee based upon the CCDF Sliding Fee Scale for Parents.
10. The Subgrantee will provide ECCD with reimbursement requests and programmatic reports by the 10th calendar day of each month.
11. The Subgrantee will provide ECCD with reports/information regarding the program's operation upon request.
12. The Subgrantee will submit a letter of request for any and all subgrant modifications in accordance with ECCD's established policy. No request will be accepted the final 60 days of the subgrant period unless initiated by the ECCD Director.
13. The Subgrantee will maintain up-to-date center operating policies, employee policies, and written developmental activities.
14. The Subgrantee agrees to attend mandatory training as offered by ECCD. Any exceptions must be approved in advance by the Director of ECCD or designee.

15. The Subgrantee will attach a completed Absentee Sheet to the reimbursement request if any child is absent for three days or more at any one time.
16. The Subgrantee will notify ECCD in writing ninety days prior to the contract ending date of any local grants or financial commitments received that will substantiate the ability of the program to continue after the subgrant ends.
17. The Subgrantee will submit a final fiscal reporting worksheet, along with a closeout report, to ECCD within 45 days after the ending date of this subgrant. Failure to meet the closeout deadline will result in disqualification from future funding consideration.

EXHIBIT B

**GENERAL TERMS AND PROVISIONS**

**SECTION I**

**TERMINATION or SUSPENSION OF SUBGRANT**

**A. TERMINATION BY THE MISSISSIPPI DEPARTMENT OF HUMAN SERVICES OR SUBGRANTEE**

1. This Subgrant may be terminated by the Mississippi Department of Human Services (hereinafter referred to as "MDHS") upon no less than fifteen (15) days notice in writing in whole, or from time to time in part, whenever MDHS makes a final determination that such termination is in the best interest of the State of Mississippi and the citizens thereof. Any such determination will be effected by delivery in writing to the Subgrantee of a notice specifying the extent to which this Subgrant is terminated and the date upon which such termination becomes effective. The Subgrantee that is unable to perform under this Subgrant may request termination upon no less than fifteen (15) days' notice, in writing, to MDHS.
2. Within fifteen (15) days after receipt of a Notice of Termination, the Subgrantee shall submit to MDHS its termination claim in the form prescribed by MDHS.

**B. NON-APPROPRIATION OF FUNDS**

It is expressly understood and agreed that the obligation of MDHS to proceed under this Subgrant is conditioned upon the availability of funds, the appropriation of funds by the Mississippi State Legislature, and the receipt of federal and/or State funds. In the event that the funds anticipated for the fulfillment of this Subgrant are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDHS for the performance of this Subgrant, MDHS shall have the right to immediately terminate this Subgrant, without damage, penalty, cost, or expense to MDHS of any kind whatsoever.

**C. SUBGRANTEE NONCOMPLIANCE**

If the Subgrantee fails to comply with any of the covenants, terms, or stipulations of this Subgrant, whether stated in a federal statute or regulation, an assurance, in the State Plan or application, a notice of award, or elsewhere, MDHS may take any of the following actions:

- (1) Issue a warning letter that further failure to comply with such covenant, term, or stipulation will result in a more serious sanction or action;

- (2) Condition a future Subgrant;
- (3) Direct the Subgrantee to stop the incurring of costs with Subgrant amounts;
- (4) Require that some or all of the Subgrant amounts be remitted to MDHS;
- (5) Reduce the level of funds the Subgrantee would otherwise be entitled to receive;
- (6) Elect not to provide future Subgrant funds to the Subgrantee until appropriate actions are taken to ensure compliance;
- (7) Wholly or partly suspend or terminate the current award of funds to the Subgrantee;
- (8) Suspend child care reimbursements for certificates to Subgrantees who fail to meet deadlines on unresolved monitoring or audit findings, closeout packages, and/or fiscal and programmatic requirements; or
- (9) Suspend payments upon notification that Subgrantee is bankrupt or receives tax lien of any type, regardless of the reason.

#### **D. TERMINATION FOR CAUSE**

1. If, through any cause, the Subgrantee fails to fulfill in a timely and proper manner, as determined by MDHS, its obligations under this Subgrant, or if the Subgrantee violates any of the covenants, agreements or stipulations of this Subgrant, MDHS shall thereupon have the right to terminate the Subgrant by giving written notice to the Subgrantee of such termination and specifying the effective date thereof at least 15 days before the effective date of such termination. In the event of such termination, Subgrantee shall be entitled to receive just and equitable compensation for satisfactory work on services, documents, or materials collected and/or prepared by the Subgrantee in connection with this Subgrant. Such compensation shall be based upon the funds set forth in Section 5 of the Subgrant Agreement, but in no case shall said compensation exceed the total Subgrant amount.
2. Notwithstanding the above, Subgrantee shall not be relieved of liability to MDHS for damages sustained by MDHS by virtue of any breach of this Subgrant by Subgrantee, and MDHS may withhold any payments to Subgrantee for the purpose of set off until such time as the exact damages due to MDHS from the Subgrantee are determined.
3. If MDHS decides, as an alternative to termination for cause, to allow Subgrantee to cure its default, it may allow the Subgrantee to cure same within said aforementioned 15 days' prior written notice, or if the default is one which is curable but requires more than 15 days to cure, MDHS may allow the Subgrantee to develop a plan to cure such default within a period of time agreeable to MDHS, if Subgrantee proceeds diligently according to such plan until said default is cured.

**E. TERMINATION FOR CONVENIENCE**

The Mississippi Department of Human Services (MDHS) may terminate the subgrant at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Termination may be in whole or in part with the Notice of Termination specifying to what extent the subgrant is being terminated under this clause. Subgrantee shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the subgrantee covered by this subgrant agreement less payments of Child Care Development Funds previously made.

**F. PARTIAL TERMINATION**

1. In the event of a partial termination, the subgrantee shall incur no obligations other than those specifically identified in the agreement or contract governing the partial termination.

**G. RIGHTS AND REMEDIES UPON TERMINATION**

In the event of termination of this Subgrant as provided herein, Subgrantee shall be entitled to receive just and equitable compensation for services or performances actually and satisfactorily performed, prior to the effective date of termination, under this Subgrant. Such compensation shall be based upon the payment provisions described in number five (5) of the Subgrant Agreement (Consideration and Method of Payment), but, in no case, shall said compensation exceed the total amount of this Subgrant.

Subgrantee shall be liable to MDHS for damages sustained by MDHS by virtue of any breach of this Subgrant by Subgrantee, and MDHS may withhold any payments to Subgrantee for the purpose of setoff until such time as the exact amount of damages due to MDHS from Subgrantee are determined. The rights and remedies of MDHS provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

**H. TERMINATION FOR CIRCUMSTANCES BEYOND THE PARTIES' CONTROL**

If either party fails to perform its obligations hereunder because of strikes, accidents, acts of God, weather conditions, or other acts beyond its control and without its fault or negligence that would render the fulfillment of this Subgrant on its part impossible or would cause undue hardship, then, and in that event, the affected party shall have the option of terminating, upon thirty (30) days' written notice, this Subgrant in whole or in part as the case may warrant.

**I. SUSPENSION OF PAYMENTS**

MDHS shall provide Subgrantee with ten (10) days' written notice of MDHS' intent

to suspend reimbursements or payments under this Subgrant. The notice shall set forth the facts and circumstances upon which MDHS is relying in initiating the suspension. The Subgrantee shall have the right, upon written request within the ten (10)-day notice period, to an informal review before the OCY Director to show cause or explain away the alleged noncompliance.

Upon suspension, MDHS shall have fifteen (15) working days to complete its investigation of the Subgrantee's alleged noncompliance. Upon the expiration of the fifteen (15) days, MDHS shall notify the Subgrantee, in written form, of its intent to formally terminate the present Subgrant or resume payments per the terms and conditions of this Subgrant.

Should MDHS determine that the present Subgrant is to be terminated, the Subgrantee shall be notified in a manner which complies with the provisions for such, per the terms of this Subgrant, the MDHS Subgrantee/Contract Manual, and the Mississippi Department of Human Services' Procedures for Hearing Contested Cases, as amended.

## **SECTION II COMPLIANCE WITH LAWS, RULES, AND REGULATIONS**

### **A.1. SUBORDINATION OF SUBGRANT TO FEDERAL LAWS AND REGULATIONS**

In executing this Subgrant, Subgrantee shall comply with all federal and/or State statutes or regulations that are made applicable to the grant when properly promulgated and published by the federal and/or State government. It is specifically agreed that should additional federal legislation be enacted or should the U.S. Department of Health and Human Services or other governing federal agencies enact new regulations or promulgate changes or amendments in existing regulations which require changes in any provision of their grant, then those provisions of this Subgrant affected thereby shall automatically be amended to conform to such federal statute or regulations as of the effective date of the same.

### **A.2. RESTRICTIONS ON THE USE OF FUNDS**

It is understood and agreed by the parties that funds provided under grants or contracts to providers may not be expended for any sectarian purpose or activity, including sectarian worship or instruction. Assistance provided to parents through certificates is not a grant or contract. However, for sectarian agencies, funds may be expended for minor remodeling only if necessary to bring the facility into compliance with the health and safety requirements.

### **B. GOVERNING LAWS AND LEGAL REMEDIES**

This Subgrant shall be construed and governed in accordance with the laws of the

State of Mississippi. Subgrantee expressly agrees that under no circumstances shall MDHS be obligated to pay an attorney's fee or the cost of legal action to, or for, the Subgrantee.

**C. MISSISSIPPI DEPARTMENT OF HUMAN SERVICES  
SUBGRANTEE/CONTRACT MANUAL**

The Subgrantee agrees to comply with, and require their subcontractors to comply with, all Mississippi Department of Human Services' policies and guidelines as set forth in the MDHS Subgrantee/Contract Manual.

**D. SUBGRANTEE'S APPROVED SCOPE OF SERVICES**

The Subgrantee agrees to provide and maintain, on a continuing basis through the effective term of this Subgrant and agreement, those services to be rendered under the specified Grant program provided by Subgrantee, prescribed in Subgrantee's Scope of Services, attached as Exhibit A. Subgrantees determined to be at risk of failing to meet the requirement of the Scope of Services and the General Terms and Provisions may be subject to special reporting requirements.

**E. SUBGRANT/CONTRACT SIGNATURE SHEET**

The Subgrantee agrees to comply with all the terms and conditions included in the Subgrant/Contract Signature Sheet attached hereto and incorporated herein.

**F. INCLUSION OF ALL TERMS AND CONDITIONS**

This Subgrant and any documents or attachments referenced herein contain all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Subgrant shall be deemed to exist or bind any of the parties hereto.

**SECTION III  
SUBCONTRACTS**

**A. GENERAL RESPONSIBILITY**

It is understood and agreed that Subgrantee may be entering into certain subcontracts with eligible entities for the provisions of the aforementioned services. Such subcontracts shall be governed by all of the provisions of this Subgrant, and Subgrantee shall be fully responsible for the performance of any of their subcontractors and for any audit exceptions, claims, or liabilities of any kind whatsoever relating to any of its subcontractors.

**B. USE OF FUNDS**

It is further understood and agreed that funds obligated under this Subgrant may be used to support the subcontract mentioned above for the provisions of only such services under the specified grant. Subgrantee agrees that it shall require all of its subcontractors to comply with all local, municipal and county health, safety and other ordinances and requirements and with all applicable federal and State laws, statutes, and regulations, the same as apply to the Subgrantee herein.

**C. ADMINISTRATIVE CHARGES**

Subgrantee agrees that it has not imposed and shall not impose any administrative charges on its subcontractors.

**D. RELEASE OF LIABILITY**

Subgrantee agrees that in any agreement or subcontract for the provision of the services or activities covered by this Subgrant, it shall require that the Subgrantee's contractor, subcontractor, representatives, or agents release and hold harmless MDHS from and against all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by contractor or subcontractor and/or its officers, agents, or employees in the performance of such services or activities.

**SECTION IV  
ELIGIBILITY**

Only individuals described as eligible in Subgrantee's Scope of Services may be considered for services under this Subgrant.

**SECTION V  
LIABILITY**

MDHS assumes no liability for the actions of the Subgrantee or its employees, agents, or representatives under this Subgrant. Subgrantee agrees to indemnify, defend, save and hold harmless MDHS and the State of Mississippi from and against all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Subgrantee and/or its agents, employees, contractors, or subcontractors in the performance of this Subgrant. The Board of Directors of the Subgrantee assumes liability in the event the Subgrantee misuses funds or fails to perform according to the provisions of the Subgrant. The Subgrantee, if applicable, shall notify each Board member, in writing, within fifteen (15) days of receiving the executed Subgrant of this requirement, and the Subgrantee shall sign a statement to this effect prior to receiving funds under this Subgrant.

## **SECTION VI BOND/INSURANCE**

Subgrantee represents that it will maintain Workers' Compensation Insurance as prescribed by law which shall inure to the benefit of all Subgrantee's personnel provided hereunder, comprehensive general liability, and Employee Dishonesty Bond. Subgrantee will furnish MDHS with a copy of the bond providing coverage at 25% of the total federal and/or State award.

## **SECTION VII REPORTING**

### **A. MONTHLY REPORTS**

Subgrantee agrees to provide reports and/or information within ten (10) calendar days after the close of each month. Such reports shall be complete for the period concerned and shall contain information concerning clients served, catchment areas, administrative costs, if any, direct and indirect costs of any nature expended in the performance of this Subgrant, units of service, and other sufficient data to provide evidence of budget and programmatic compliance as required by this Subgrant.

### **B. TERMINATION REPORTS**

Subgrantee shall furnish MDHS a written termination report within ten (10) calendar days from the termination date unless additional time is granted by MDHS for the purpose of audits, examinations, or other reasons. The termination report shall include information as set forth in Subsection A of this Section and any other data required by MDHS to furnish evidence of financial and programmatic compliance.

### **C. FINAL FISCAL REPORT**

The Subgrantee agrees to provide a final fiscal reporting worksheet, along with closeout report, to MDHS within forty-five (45) days after the ending of this Subgrant. These fiscal documents will be used for the purpose of reconciling this Subgrant to the actual expenditures for activities and services rendered, not to exceed the maximum liability as set forth in Section XII, Subsection A: Any funds paid by MDHS to Subgrantee and not expended for activities or contracted services under this Subgrant or funds expended in violation of this Subgrant shall be considered MDHS' funds and shall be returned to MDHS in full. Where deemed appropriate by MDHS and accepted by the Subgrantee, a reduction may be allowed

in future payments under future Subgrants by a total amount equal to the amount disallowed or deferred or by other methods approved by MDHS.

Subgrantees who fail to meet the closeout deadline, as outlined in the MDHS Subgrantee/Contract Manual, will be disqualified from future funding consideration.

## **SECTION VIII ALTERATION OR MODIFICATION OF SUBGRANT**

All modification requests shall be submitted in accordance with established Policies and Procedures. Any alteration, variation, modification, or waiver of any provisions of this Subgrant shall become binding on both parties only when the agreement of the parties has been reduced to writing and duly executed. Any line item transfer of funds shall be submitted to MDHS on a Subgrant modification form, along with a budget narrative and shall receive MDHS' prior approval before any such transfer may be effected.

## **SECTION IX SEVERABILITY**

If any term or provision of this Subgrant is prohibited by the laws of the State of Mississippi or is declared invalid or void by a court of competent jurisdiction, the remaining terms and provisions of this Subgrant shall not be affected thereby, and each remaining term and provision of this Subgrant shall be valid and enforceable to the fullest extent permitted by law.

## **SECTION X RELATIONSHIP OF PARTIES**

The relationship of Subgrantee to MDHS is that of Independent Contractor. It is agreed that nothing herein contained is intended or should be construed in any manner to create or establish the relationship of co-partners between the parties hereto, or as constituting the Subgrantee or its employees as agents, representatives, or employees of MDHS.

Any person assigned by the Subgrantee to perform the services hereunder shall be the employee of the Subgrantee, who shall have the sole right to hire and discharge its employee. MDHS may, however, direct the Subgrantee to replace any of its employees who perform services under this Subgrant. The Subgrantee will replace the employee within ten (10) working days after receipt of certified notice from MDHS.

## **SECTION XI ASSIGNMENT**

- A. The rights, privileges, benefits, and obligations created by this Subgrant and by operation of law extend to and accrue and are obligatory upon the parties hereto, their personal or real representatives, and successors.
  
- B. Subgrantee shall not assign or otherwise transfer the obligations incurred on its part pursuant to the terms of this Subgrant without the prior written consent of MDHS. Any attempted assignment or transfer of its obligation without such consent shall be wholly void. MDHS does reserve, however, the exclusive right to direct the Subgrantee to assign and/or transfer this Subgrant when such course of action is mandated by the federal grantor agency. In the event that such a transfer or assignment is directed by MDHS, MDHS further reserves the right to ensure adequate and proper arrangement of such transfer to assure continued, effective performance of the purposes for which the parties entered into this Subgrant.

## **SECTION XII MISCELLANEOUS**

### **A. MAXIMUM LIABILITY**

Irrespective of any other provisions of their Subgrant, its attachments, laws, and regulations made a part hereof by reference, or the obligation of the Subgrantee, the liability of payment by MDHS to Subgrantee of federal and/or State funds shall be limited to an amount not to exceed the maximum sum as set forth in number five (5) of the Subgrant Agreement (Consideration and Method of Payment) in consideration of all of the activities and services provided pursuant to this Subgrant unless specifically increased in accordance with Section VIII.

### **B. EQUIPMENT AND SUPPLIES**

Equipment and/or supplies purchased, in whole or in part, with funds provided by MDHS shall be and remain the property of MDHS. Said equipment and/or supplies shall be accounted for, maintained, and disposed of in accordance with MDHS' directives, policies, and procedures as set out in the MDHS Subgrantee/Contract Manual, which is incorporated herein by reference, and OCY Policy. Subgrantees who desire to continue using equipment after the expiration date of the Subgrant period must submit a written request to the Director of the Office for Children and Youth. The request must include the Inventory Control List of each piece of equipment purchased under the Subgrant, its description, the year purchased, original purchase value, serial number (if applicable), and MDHS inventory number (if applicable). The deadline for the equipment retention request is the same as for the closeout package. The OCY Director must approve or deny the request in

writing. If the request is denied, or if the Subgrantee fails to meet the closeout deadline, MDHS will retrieve the equipment as soon as possible after the Subgrant ends. Subgrantee shall be responsible for the cost of removal of any outdoor playground equipment placed in cement.

All property or equipment purchased, in whole or part, with funds provided by MDHS shall be held in trust by the Subgrantee as trustee for MDHS and shall not be encumbered without the written approval of MDHS. The Subgrantee shall record liens or other appropriate notices of record that property or equipment has been acquired or, where applicable, improved with funds provided by MDHS, and that the use and disposition of such property or equipment are prescribed by the MDHS Subgrantee/Contract Manual.

**C. OWNERSHIP OF DOCUMENTS AND PROPERTY**

All property purchased and all data, documents, notes, programs, books, databases (and all applications thereof), files, reports, studies, unfinished documents, and/or other material collected or prepared by Subgrantee in connection with this Subgrant shall be owned by MDHS upon completion or termination of this Subgrant. MDHS hereby reserves all rights to the database and all applications thereof and to any and all information and/or material prepared in connection with this Subgrant.

Except as otherwise provided by these General Terms and Provisions, Subgrantee is prohibited from use of the above-described information and/or material without the express written approval of MDHS.

All printed mention, materials, deliverable products, publicity, and other documents and reports distributed by the Subgrantee as a result of this Subgrant, regardless of its form, must give funding source credit to the Office for Children and Youth, Mississippi Department of Human Services. OCY must be provided a copy of the aforesaid documents and reports.

**D. LIMITATION OF MDHS' AND SUBGRANTEE'S OBLIGATION TO FEDERAL AND/OR STATE FUNDS ACTUALLY AVAILABLE**

MDHS' and Subgrantee's liability for allocations under this Subgrant shall be limited to federal and/or State funds actually available. MDHS shall be the final authority as to the availability of such funds.

**E. FINANCIAL DOCUMENTS, STATEMENTS OF ACCOUNTS, AND OTHER DOCUMENTS**

The Subgrantee, by its signature affixed to the Subgrant Agreement, authorizes the release, to MDHS, of any and all financial documents and records, maintained by

such financial institutions as may be providing services to the Subgrantee, which are pertinent to the services performed under this Subgrant in order to make audit, examination, excerpts, copies, and/or transcripts. Said financial documents and records shall include, but are not limited to, statements of accounts, statements of deposit and/or withdrawal, cancelled checks, and/or drafts. The request for said documents and/or records shall be made in writing by MDHS directly to the financial institution providing services, with no notice to the Subgrantee being necessary.

Further, prior to the disbursement of any funds under the Subgrant, the Subgrantee shall provide, in writing, the name and address of the financial institution which shall act as depository for said funds along with the specific account number(s) that will be used in the expenditure of the Subgrant funds; that prior to the disbursement of any funds under the Subgrant, the Subgrantee shall execute each release as may be required by the above-mentioned financial institution to allow the Mississippi Department of Human Services unrestricted access to said financial documents, as set out above, upon written request by the Mississippi Department of Human Services to said financial institution.

#### **F. INDEPENDENT FISCAL AUDIT**

The Subgrantee, by signature affixed herein, agrees that within forty-five (45) days of the expiration of this Subgrant, an independent financial audit may be performed in order to comply with OMB Circular A-133. No independent fiscal audit will be reimbursed in whole or in part by MDHS unless the Subgrantee is specifically required by MDHS to engage the services of an independent audit firm. MDHS reserves the right to select the audit entity under this provision. Subgrant Slots may be exempted by MDHS.

### **SECTION XIII DISPUTES**

Any dispute concerning a question of fact under this Subgrant which is not disposed of by agreement of the parties hereto shall be decided by the Director of the Office for Children and Youth. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Subgrantee and shall be final and conclusive, unless, within thirty (30) days from the date of the decision, Subgrantee mails or furnishes to the Executive Director of the Mississippi Department of Human Services a written request for review. Pending final decision of the Executive Director or his designee, the Subgrantee will proceed in accordance with the decision of the Director of the Office for Children and Youth.

In the review before the Executive Director, the Subgrantee shall be afforded an opportunity to be heard and to offer evidence in support of its position on the question and decision under review. The decision of the Executive Director or his designee shall be final and conclusive unless determined by a court of competent jurisdiction in Hinds County, State of Mississippi, to have been fraudulent, capricious, or so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence.

## **SECTION XIV SUPPLANTING**

Funds received under this Subgrant shall be used only to supplement, not supplant, the amount of federal and/or State, and local funds otherwise expended for the support for child care services and related programs.

## **SECTION XV WAIVER**

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions of this Subgrant shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof nor shall it be construed to be a modification of the terms of this Subgrant.

## **SECTION XVI E-VERIFY**

E-Verify: Subgrantee represents that it will ensure its compliance with the Mississippi Employment Protection Act Senate Bill 2988 passed in the 2008 Regular Legislative Session and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Subgrantee agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Subgrantee further represents that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Subgrantee understands and agrees that any breach may subject subgrantee to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license permit, certification or other document granted to Subgrantee by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or 'c' both. In the event of such termination/cancellation, subgrantee would also be liable for any additional costs incurred by the State due to contract cancellation of loss of "License or Permit"

**I. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, the Subgrantee certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**II. SUSPENSION AND DEBARMENT  
AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549 and 12689, Suspension and Debarment--

- A. The Subgrantee certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by a Federal department or agency;
  - (b) Have not within a three-year period preceding this subgrant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - (d) Have not within a three-year period preceding this subgrant had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- B. Where the Subgrantee is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this form.

**III. DRUG-FREE WORKPLACE (SUBGRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988--

1. As a condition of the subgrant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the subgrant; and
2. If convicted of a criminal drug offence resulting from a violation occurring during the conduct of any subgrant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to MDHS.

**III. DRUG-FREE WORKPLACE (SUBGRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988 --

- A. The Subgrantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about --
    - (1) The dangers of drug abuse in the workplace;
    - (2) The subgrantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - (c) Making it a requirement that each employee to be engaged in the performance of the subgrant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the subgrant, the employee will --
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying MDHS, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to MDHS. Notice shall include the identification number(s) of each affected grant;

**III. DRUG FREE WORKPLACE - Required Certifications Continued Page 3**

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

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

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

B. The Subgrantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific subgrant. Check  if there are workplaces on file that are not identified here.

Place of Performance (Street address, city, county, state, zip code)

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**IV. UNRESOLVED MONITORING FINDINGS;  
UNRESOLVED AUDIT FINDINGS;  
AND LITIGATION OCCURRING WITHIN THE LAST THREE (3) YEARS**

Identify any unresolved monitoring findings related to any programs that have been received by the Subgrantee during the last three (3) years and the status of each finding:

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Identify any unresolved audit findings related to any programs received by the Subgrantee during the last three (3) years and the status of each finding:

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Identify any litigation and/or administrative hearings that the Subgrantee, the Subgrantee's Senior Management, or Subgrantee's Directors have been involved in during the last three (3) years, including the outcome or disposition of the case:

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**V. CERTIFICATION OF ADEQUATE FIDELITY BONDING**

Identify any and all types of bond coverage currently in force. Include the types of bond coverage; the officers or owners and employees covered; the period covered by the bond; and the limits of coverage assigned to each officer, owner, or employee and the total limit of the bond as applicable.

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For Subgrantees/Contractors that have been unable to obtain fidelity bond coverage, describe in detail the efforts made to obtain fidelity bond coverage and the reason coverage has not been obtained.

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As the authorized representative of the subgrantee, I hereby certify that the subgrantee will comply with the above certifications in items I, II, and III; the information provided items III, IV and V is true and complete to the best of my knowledge, and that the coverage and amounts specified shall be maintained throughout the effective period of the subgrant.

SUBGRANTEE NAME AND ANY OTHER NAMES UNDER WHICH THE SUBGRANTEE HAS DONE BUSINESS:

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SUBGRANTEE ADDRESS AND ANY OTHER ADDRESSES THE SUBGRANTEE HAS USED:

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---

TYPED NAME AND TITLE OF THE SUBGRANTEE'S AUTHORIZED REPRESENTATIVE

---

SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE AND DATE:

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# EXHIBIT C

## MISSISSIPPI DEPARTMENT OF HUMAN SERVICES STANDARD ASSURANCES POLICY

The Subgrantee assures that it:

1. has the legal authority to apply for and receive the subgrant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the subgrantee's governing body, authorizing the subgrant, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the subgrant and to provide such additional information as may be required.
2. will give MDHS, the State Auditor's Office, the Federal grantor agency, and the Comptroller General, through any of their authorized representatives, access to and the right to examine all records, books, papers, documents, or items related to the subgrant.
3. will establish and maintain both fiscal and program controls and accounting procedures in accordance with generally accepted accounting principles and Federal grantor agency and MDHS directives; and will keep and maintain such books and records for audit by MDHS, by the Federal grantor agency, by the State Auditor, or by their authorized representatives; and will maintain all such records, books, papers, and documents, or items for a period of at least three (3) years, or, if any litigation, claim, audit, or action has begun before the expiration of the three-year period, will retain all such items until the completion of the action and resolution of all issues involved or until the end of the regular three-year period, whichever is later, will subsequent to the above-stated period, obtain written approval from MDHS's Director of Program Integrity before destruction of any such items as described above.
4. will comply with the Single Audit Act of 1996.
5. will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain.
6. will comply with all Federal and State statutes relating to discrimination, including, but not limited to:

Title VI of the Civil Rights Act of 1964, prohibiting discrimination on the basis of race, color, or national origin;

Title VII of the Civil Rights Act of 1964, relating to non-discrimination in matters of recruitment, hiring, promotion, and other employment practices;

Title VII of the Civil Right Act of 1968, as amended, relating to non-discrimination in the sale, rental, or financing of housing;

Title IX of the Education Amendments of 1972, as amended, prohibiting discrimination on the basis of sex in federally assisted education programs and activities;

the Age Discrimination Act of 1975, prohibiting discrimination on the basis of age;

Section 504 of the Rehabilitation Act of 1973, prohibiting discrimination on the basis of handicaps;

Subtitle A, Title II of the Americans with Disabilities Act (ADA)(1990);

the Omnibus Reconciliation Act of 1981, prohibiting discrimination on the basis of race, color, religion, sex, national origin, age and handicap;

the Drug Abuse Office and Treatment Act of 1972, as amended, relating to non-discrimination on the basis of drug abuse;

the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism;

Section 523 and 527 of the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; and

any other non-discrimination provisions in the specific statute(s) under these monies will be granted or awarded and the requirements of any other non-discrimination statute(s) which may apply to this subgrant or award.

7. will ensure that buildings and facilities owned, occupied, or financed by the United States government are accessible to and usable by physically handicapped persons in accordance with the Architectural Barriers Act of 1968.
8. will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These provisions apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
9. will comply with the provisions of the Hatch Act, as amended, which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
10. will comply, as applicable, with the provisions of the Davis-Bacon Act, the Copeland Act, and the Contract Work Hours and Safety Standards Act, regarding labor standards for federally assisted construction subagreements.
11. will conform with Executive Order (EO) 11246, entitled "Equal Employment Opportunity," as amended by EO 11375 and as supplemented in Department of

Labor regulations (41 CFR Part 60) and will incorporate an equal opportunity clause in federally assisted construction contracts and subcontracts.

12. will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
13. will comply with the Intergovernmental Personnel Act of 1970 relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration.
14. will comply, if applicable, with Section 102 (a) of the Flood Disaster Protection Act of 1973, which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. will comply with the Lead-Based Paint Poisoning Prevention Act, which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
16. will assist the Federal grantor agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended; EO 11593; and the Archaeological and Historic Preservation Act of 1974.
17. will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 and EO 11514; (b) notification of violating facilities pursuant to EO 11738; (c ) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 of the Clean Air Act of 1995, as amended; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended; (h) protection of endangered species under the Endangered Species Act of 1973, as amended; (l) Section 6002 of the Resource Conservation and Recovery Act; and (j) the Coastal Barriers Resources Act.
18. will comply with the Wild and Scenic Rivers Act of 1968 related to protecting components or potential components of the national wild and scenic rivers system.
19. will comply with the Public Law (PL) 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this subgrant.
20. will comply with the Laboratory Animal Act of 1966 pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this subgrant.
21. will comply with the Federal regulations regarding criteria for cost sharing or matching contributions.

22. will assure all funds received be used only to supplement services and activities that promote the purposes for which the grant is awarded, and not supplant, unless specifically authorized by the program regulations and the appropriate MDHS Division.
23. will provide certification regarding lobbying to comply with Section 319, PL 101-121 (31 USC 1352).
24. will provide the required certification regarding their exclusion status and that of their principals prior to the award in accordance with EO's 12549 and 12689 Debarment and Suspension.
25. will provide certification to comply with the Drug-Free Workplace Act of 1988.
26. will comply with all applicable requirements of all other Federal and State laws, Executive Orders, regulations, and policies governing the program(s) for which these monies are provided and with the terms and conditions of the Subgrant Agreement.

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**SIGNATURE**

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**DATE**

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**TITLE**

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**ORGANIZATION**

## Exhibit D

### MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

#### BOARD MEMBERS' NOTIFICATION OF LIABILITY

MDHS assumes no liability for actions of the Subgrantee or its employees, agents or representatives under this Subgrant. Subgrantee agrees to indemnify, defend, save and hold harmless MDHS from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Subgrantee and/or its agents, employees, contractors, or subcontractors in the performance of this Subgrant. The Subgrantee acting through its Board of Directors assumes liability in the event of Subgrant misuses funds or fails to perform according to the provisions of the Subgrant. The Subgrantee shall notify each Board member, in writing, within 15 days of receiving the executed Subgrant of this requirement, and the Subgrantee shall sign a statement to this effect prior to receiving funds under this subgrant.

I acknowledge and agree to notify all members of the Board of Directors, if applicable, in writing of the assumption by \_\_\_\_\_ of liability in the event that \_\_\_\_\_ misuses funds or fails to perform according to the provisions of the Subgrant. Further, I will keep copies of the appropriate documentation in accordance with the corporate laws of the State of Mississippi.

**Signature of Entity's Director:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Exhibit E

### *MDHS Subgrantee Manual Acceptance Form*

Subgrantee Manual Coordinator

Each subgrantee should designate a Mississippi Department of Human Services Subgrantee Manual Coordinator who is familiar with the agency's operations. The coordinator's name, address, and telephone number should be sent to the Director, Office of Monitoring, Mississippi Department of Human Services, by the beginning of each contract period. The subgrantee should notify the Director, Office of Monitoring, MDHS, in writing of any change in this agreement.

As the duly authorized representative of the \_\_\_\_\_, I certify that said organization will comply with the above provisions and that I have received as of this date a copy of the MDHS Subgrantee Manual, **including all Addenda to the MDHS Subgrantee/Contract Manual.**

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Signature

Date

---

Title

Organization

## Exhibit F

### Office for Children and Youth Mississippi Department of Human Services

#### *Pre-Applicant's Statement of Acknowledgment*

I understand and acknowledge that my signature on the attached Subgrant Signature Sheet, Subgrant Agreement, and other documents and exhibits does not constitute a subgrant until same is approved and signed by the Executive Director of the MDHS, who is that agency's official signature authority.

I further understand and acknowledge that the Executive Director of MDHS may direct the Office for Children and Youth, MDHS, to reject any or all applications.

Name \_\_\_\_\_

Organization \_\_\_\_\_

Date \_\_\_\_\_

Witness \_\_\_\_\_

Organization \_\_\_\_\_

Date \_\_\_\_\_

## Exhibit G

### Office for Children and Youth Mississippi Department of Human Services

#### *Subgrantee Depository Information*

I \_\_\_\_\_ of \_\_\_\_\_  
(subgrantee organization) hereby acknowledge and understand that per Section XII.E of Exhibit B of my Subgrant with the Office for Children and Youth (OCY), Mississippi Department of Human Services, disbursement of funds under this Subgrant shall not be made until I submit in writing the name and address of the financial institution which shall act as depository for funds, along with the specific account number(s) that will be used in expenditure of the Subgrant funds. Therefore, I am providing the following information to OCY: the name, address, and bank account number which shall act as depository for funds that will be used in expenditure of the Subgrant funds.

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Account Number \_\_\_\_\_

**3. APPROVAL OF EACH OF THE LETTERS OF AGREEMENT BETWEEN  
CHILDFUND INTERNATIONAL, UNITED WAY, THE STARKVILLE HOUSING  
AUTHORITY AND THE CITY OF STARKVILLE ON BEHALF OF THE GOLDEN  
TRIANGLE AFRICAN AMERICAN CULTURAL SOCIETY DBA BRICKFIRE  
PROJECT AND MS. HELEN TAYLOR.**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the September 18, 2012 Official Agenda, and to accept items for Consent, whereby the "approval of each of the letters of agreement between Childhood International, United Way, the Starkville Housing Authority and the City of Starkville on behalf of the Golden Triangle African American Cultural Society DBA Brickfire Project and Ms. Helen Taylor" is enumerated, this consent item is thereby approved.



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: IX.B.  
AGENDA DATE: 9-18-12  
PAGE: 1**

**Subject:** Consideration of approving each of the letters of agreement between Childfund International, United Way, the Starkville Housing Authority and the City of Starkville on behalf of the Golden Triangle African American Cultural Society DBA Brickfire Project and Ms. Helen Taylor.

**AMOUNT & SOURCE OF FUNDING:** \$86,000 from the entities in the quantities specified by the letters. The amount from the City of Starkville is \$5,000 as proposed in the 2013 budget coming from the outside contribution funding.

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S  
AUTHORIZATION:** Mayor Wiseman

**FOR MORE INFORMATION CONTACT:** Lynn Spruill@ 323-4583

**PRIOR BOARD ACTION:** This is an annual request from Ms. Taylor which the Board of Aldermen approved last year.

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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**STAFF RECOMMENDATION:** N/A

**ADDITIONAL INFORMATION:** N/A

Suggested Motion: "MOVE APPROVAL EACH OF THE LETTERS OF AGREEMENT BETWEEN CHILDFUND INTERNATIONAL, UNITED WAY, THE STARKVILLE HOUSING AUTHORITY AND THE CITY OF STARKVILLE ON BEHALF OF THE GOLDEN TRIANGLE AFRICAN AMERICAN CULTURAL SOCIETY DBA BRICKFIRE AND MS. HELEN TAYLOR."

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ChildFund International, U.S. Program  
310 Highway 51, South  
P.O. Box 1741  
Batesville, Mississippi 38601

**LETTER OF AGREEMENT**

This agreement is by and between ChildFund International, U.S. Program and the City of Starkville, Mississippi on behalf of the Golden Triangle African American Cultural Society DBA Brickfire Project.

ChildFund International, U.S. Program agrees to transfer 12 monthly payments of \$6,000 each, beginning July 1, 2012. These payments will be wire transferred to the City's general account on or before the 15<sup>th</sup> of each month.

The City of Starkville agrees to accept the \$72,000 annual contribution and to present this contribution to the Mississippi Department of Human Services (DHS) as a partnership agreement between DHS and the City for a 3-1 match of Federal Child Development Funds, via the State's Community Development Block Grant (CDBG) on behalf of Brickfire Project.

Brickfire Project agrees to provide childcare services, after school and summer activities to the children of low-income, working parents, as well as parents enrolled in an educational institution or in training. Brickfire Project further agrees to operate services according to the rules and regulations set aside by the Department of Human Services and to provide all necessary reports to DHS, to the City of Starkville and ChildFund International, U.S. Program. The project will provide year-round services (10.5) hours per day/5 days per week to a minimum of 86 children and youth in a safe environment licensed by the Mississippi state Board of Health.

\_\_\_\_\_  
Mayor Parker Wiseman, Mayor, City of Starkville

*Helen M. Taylor*  
\_\_\_\_\_  
Helen M. Taylor, CEO, Brickfire Project

*Elaine Wolverton*

\_\_\_\_\_  
Elaine Wolverton, Mississippi Area Manager  
ChildFund International, U.S. Program

\_\_\_\_\_  
Date

*8/31/2012*  
\_\_\_\_\_  
Date

8-30-12

\_\_\_\_\_  
Date

**The Housing Authority  
Of  
The City of Starkville, Mississippi**

P. O. Box 795  
STARVILLE, MISSISSIPPI 39759

TELEPHONE (662) 323-5536

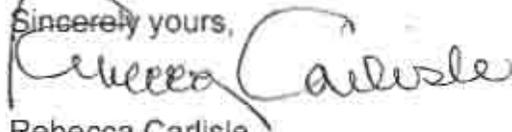
August 15, 2012

Honorable Parker Wiseman  
Mayor, City of Starkville  
101 Lampkin Street  
Starkville, MS 39759

Dear Mayor Wiseman:

The Starkville Housing Authority will provide \$5,000 to the City of Starkville for Brickfire Project. These funds are to be used to match Child Development Block Grant Fund through the Mississippi State Department of Human Services for child care services for low income families in our communities.

Sincerely yours,



Rebecca Carlisle  
Executive Director



of North Central Mississippi

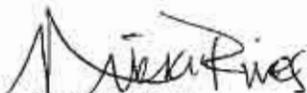
August 16, 2012

Mayor Parker Wiseman  
City Hall  
101 Lampkin Street  
Starkville, MS 39759

Dear Mayor Parker Wiseman:

The United Way of North Central Mississippi is submitting this letter to you and the Board of Aldermen on behalf of Brickfire Project.

The United Way of North Central Mississippi will provide \$4,000 to the City of Starkville for Brickfire Project. These funds are to be used to match the Child Development Block Grant Fund through the Mississippi State Department of Human Services for child care services for low income families in our communities.

  
Nikki Rives  
Executive Director

**4. APPROVAL OF THE CONTRACT BETWEEN THE CITY OF STARKVILLE AND THE AFRICAN AMERICAN CULTURAL SOCIETY DBA BRICKFIRE PROJECT AND MS. HELEN TAYLOR AS THE SECONDARY SUBGRANTEE FOR THE GRANT #467Q631A FROM THE MISSISSIPPI DEPARTMENT OF HUMAN SERVICES.**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the September 18, 2012 Official Agenda, and to accept items for Consent, whereby the "approval of the contract between the City of Starkville and the African American Cultural Society DBA Brickfire Project and Ms. Helen Taylor as the secondary subgrantee for the grant #467Q631A from the Mississippi Department of Human Services" is enumerated, this consent item is thereby approved.



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: IX.C.  
AGENDA DATE: 9-18-12  
PAGE: 1**

**Subject:** Consideration of approving the contract between the City of Starkville and the Golden Triangle African American Cultural Society DBA Brickfire Project and Ms. Helen Taylor for the administration of the grant funds from the Mississippi Department of Human Services for grant #467Q631A.

**AMOUNT & SOURCE OF FUNDING:** N/A

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S  
AUTHORIZATION:** Mayor Wiseman

**FOR MORE INFORMATION CONTACT:** Lynn Spruill@ 323-4583

**PRIOR BOARD ACTION:** This is an annual contract with Ms. Taylor which the Board of Aldermen approved last year for the previous year's grant funds.

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

**STAFF RECOMMENDATION:** N/A

**ADDITIONAL INFORMATION:** N/A

Suggested Motion: "MOVE APPROVAL OF THE CONTRACT BETWEEN THE CITY OF STARKVILLE AND THE GOLDEN TRIANGLE AFRICAN AMERICAN CULTURAL SOCIETY DBA BRICKFIRE AND MS. HELEN TAYLOR FOR THE ADMINISTRATION OF THE GRANT FUNDS FROM FOR GRANT #467Q631A."

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## **AGREEMENT FOR GRANT # 467Q631A**

This agreement is entered into by and between the City of Starkville, Mississippi (hereafter “Starkville” or “City of Starkville”) and the Afro-American Cultural Society of the Golden Triangle D/B/A “Brickfire Project” (hereafter “Brickfire Project”) as of the \_\_\_ day of \_\_\_\_\_, 2012 in connection with Subgrant Number 467Q631A (sometimes “The Grant”) to be issued by the Division of Early Childhood Care and Development, Mississippi Department of Human Services.

### WITNESS

WHEREAS, Starkville is a municipality operating under the laws of the State of Mississippi and its local ordinances;

WHEREAS, Starkville is a Sub-Grantee of The Grant from the Mississippi Department of Human Services, and

WHEREAS, the Brickfire Project is a non-profit organization located in Starkville and a lower tier Sub-Grantee for The Grant, and

WHEREAS, Starkville and the Brickfire Project desire to maintain a contractual relationship for the purpose of obtaining The Grant to provide for child care services to serve Starkville’s residents,

NOW, THEREFORE, in consideration of the mutual covenants set forth below, Starkville and the Brickfire Project agree as follows:

1. Purpose. The purpose of this agreement is to encourage and promote local commitment to subsidizing child care services for children of eligible parents.

2. Document Retention.

2.1 The Brickfire Project shall maintain all documents necessary to fulfill all obligations of the Mississippi Department of Human Services for The Grant.

2.2 Brickfire Project shall provide documents related to The Grant to Starkville and to other entities as instructed by Starkville and the State of Mississippi.

3. Legal Compliance.

3.1 The Brickfire Project shall comply with the Mississippi Department of Human Services Subgrantee/Contract Manual and the Office for Children and Youth Policy Bulletins.

3.2 The Brickfire Project shall comply with all State and Federal laws Guidelines, Rules and Regulations as they pertain to municipalities or local governmental units.

3.3 The Brickfire Project shall comply with the Mississippi State Department of Health's Child Care Licensure regulations and the Program Criteria for Child Care Slots established by the Office for Children and Youth.

3.4 The Brickfire Project shall comply with all duties, requirements, and obligations of the "Subgrantee" established by the Subgrant Agreement for Subgrant Number 467Q631A put forth by the Division of Early Childhood Care and Development, Mississippi Department of Human Services Child Care and Development Fund. The Subgrant Agreement for Subgrant Number 467Q631A is attached to this Agreement as Exhibit "A" and is expressly adopted and incorporated as if fully set forth herein.

3.5 Starkville shall comply with all applicable State and Federal laws.

**4. Services.**

4.1 The Brickfire Project shall provide child care services and subsidized child care services as outlined in the "Program Criteria for Child Care Slots" as well as all services required by the "Subgrantee" in the Subgrant Agreement for Subgrant Number 467Q631A.

4.2 Starkville shall act as a pass-through recipient of The Grant and shall provide to the Brickfire Project, as the lower tier subgrantee, the grant funds in a reasonable time upon receipt from the granting agency.

5. Notification. The Brickfire Project shall notify Starkville in writing ninety days prior to the contract ending date of any local grants or financial commitments received that will substantiate the ability of the program to continue after the sub-grant ends.

6. Costs. The Brickfire Project shall perform these services at no cost to Starkville.

7. Duration. This Agreement shall remain in effect throughout the life of The Grant, or until either party has given ninety days notice of termination of the Agreement, whichever comes first. Notwithstanding anything to the contrary, the indemnification provision contained in this Agreement shall survive the termination of this Agreement.

8. Assignment. Neither party may assign this Agreement without the prior written consent of the other, and any such prohibited assignment shall be void.

9. Indemnification. The Brickfire Project, along with its directors, officers, employees, representatives, agents, insurers, and/or assigns, agree to assume the defense, hold harmless, and fully indemnify Starkville from any and all claims, suits, judgments, damages, attorney's fees, costs and any and all other expenses whatsoever arising out of or relating to the services provided by the Brickfire Project pursuant to this Agreement. This indemnification provision shall survive the termination of this Agreement.

10. Insurance. The Brickfire Project shall obtain and maintain at its sole cost and expense, with insurers acceptable to Starkville, the following insurance coverage related to the services provided by the Brickfire Project pursuant to this Agreement in the following minimum amounts: a) general liability \$1,000,000.00 per occurrence / \$2,000,000.00 aggregate; b) statutory limits of workers compensation (if applicable); c) employers liability \$1,000,000.00; d) medical coverage \$5,000.00 per person. The Brickfire Project shall also provide any and all other insurance required by any applicable law, rule, or regulation. Starkville shall be named as an additional insured on all of the applicable coverages. The Brickfire Project shall secure a waiver of subrogation in favor of Starkville on all policies. Copies of such insurance policies shall be delivered to Starkville, and must be approved by Starkville in writing, prior to the execution of this Agreement. The Brickfire Project shall provide Starkville with a certificate stating that the above listed insurance is primary to any coverage that may be available to Starkville. Such certificate shall be in a form acceptable to and underwritten by insurance company(ies) satisfactory to Starkville in its sole discretion. The Brickfire Project shall agree to provide at least thirty (30) days' prior written notice to Starkville of cancellation, modification, or material change to any policy. The purchase of appropriate insurance coverage by the Brickfire Project or the furnishing of certificate(s) of insurance shall not release the Brickfire Project from its obligations or liabilities under this Agreement.

11. Independent Contractor. The Brickfire Project shall operate as an independent sub-contractor under this Agreement and not as an employee, agent, or representative of Starkville.

12. Venue. The parties consent to the exclusive jurisdiction and venue of the Circuit Court of Oktibbeha County, Mississippi, for any disputes that are in any way related to this Agreement.

13. Headings. The descriptive headings in this Agreement are inserted for convenience only and do not control or affect the meaning, construction, or interpretation of or constitute a part of this Agreement.

14. Entire Agreement. This writing is intended by the parties as the final, complete, and exclusive statement of the terms and conditions of their agreement and is intended to supersede all previous agreements and understandings between the parties relating to its subject matter. No amendment, modification or waiver of any provision of this Agreement shall be valid or enforceable unless in writing and signed by the parties.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original instrument, but all of which together shall constitute one and the same Agreement.

---

Parker Wiseman  
*Mayor, City of Starkville*

---

Helen Taylor  
*Program Manager, The Brickfire Project*

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Witness  
Taylor Adams  
*City Clerk, Starkville, MS*

**5. APPROVAL BY THE STARKVILLE—MSU SYMPHONY ASSOCIATION TO CLOSE A PORTION OF MAIN STREET BETWEEN JACKSON AND CALDWELL STREETS FOR THE “POPS ON THE PLAZA” CONCERT TO BE HELD AT THE CADENCE BANK PLAZA ON TUESDAY, SEPTEMBER 25, 2012 FROM 6:15 TO 7:30 PM.**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the September 18, 2012 Official Agenda, and to accept items for Consent, whereby the “approval by the Starkville-MSU Symphony Association to close a portion of Main Street between Jackson and Caldwell Streets for the “Pops on the Plaza” Concert to be held at the Cadence Bank Plaza on Tuesday, September 25, 2012 from 6:15 to 7:30 PM” is enumerated, this consent item is thereby approved.

**6. APPROVAL OF THE RESOLUTION OF THE INTENT TO PARTICIPATE IN THE 2014 UPDATE OF THE DISTRICT 4 REGIONAL HAZARD MITIGATION PLAN.**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the September 18, 2012 Official Agenda, and to accept items for Consent, whereby the “approval of the resolution of the intent to participate in the 2014 update of the District 4 Regional Hazard Mitigation Plan” is enumerated, this consent item is thereby approved.

**7. APPROVAL OF THE DESIGNATION OF JIM BRITT TO REPRESENT THE CITY IN ALL MATTERS IN THE DEVELOPMENT OF THE DISTRICT 4 REGIONAL HAZARD MITIGATION PLAN.**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the September 18, 2012 Official Agenda, and to accept items for Consent, whereby the “approval of the designation of Jim Britt to represent the City in all matters in the development of the District 4 Regional Hazard Mitigation Plan” is enumerated, this consent item is thereby approved.

**8. APPROVAL OF THE HEALTH CARE CONTRACT FOR THE EMPLOYEES OF THE CITY OF STARKVILLE WITH BLUE CROSS/BLUE SHIELD FOR THE FISCAL YEAR 2013.**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the September 18, 2012 Official Agenda, and to accept items for Consent, whereby the “approval of the Health Care Contract for the employees of the City of Starkville with Blue Cross/Blue Shield for the Fiscal Year 2013” is enumerated, this consent item is thereby approved.

**9. APPROVAL FOR THE CITY OF STARKVILLE TO ENTER INTO A GREEN POWER PROVIDERS PROGRAM WITH TVA.**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the September 18, 2012 Official Agenda, and to accept items for Consent, whereby the "approval for the City of Starkville to enter into a Green Power Providers Program with TVA" is enumerated, this consent item is thereby approved.

**10. APPROVAL OF THE REFINANCING QUOTES FOR STREET DEPARTMENT VEHICLES AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT WITH LOW QUOTE PROVIDER.**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the September 18, 2012 Official Agenda, and to accept items for Consent, whereby the "approval of the refinancing quotes for Street Department Vehicles and authorization for the Mayor to execute a contract with the low quote provider" is enumerated, this consent item is thereby approved.

**11. APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF SEPTEMBER 13, 2012.**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the September 18, 2012 Official Agenda, and to accept items for Consent, whereby the "approval of the City of Starkville claims docket for all departments except the Fire Department as of September 13, 2012" is enumerated, this consent item is thereby approved.

September 18, 2012 BOA Meeting

FIRE REFUND	261	\$
	262	\$
	263	\$
	264	\$
	267	\$
	<b>TOTAL</b>	<b>\$</b>

General Fund	001	\$159,618.56
Restricted Police Fund	002	\$3,740.00
Restricted Fire Fund	003	\$
Airport Fund	015	\$836.27
Sanitation	022	\$47,072.07
Landfill	023	\$1,834.97
CDBG Henderson Street Project	102	\$
IT	107	\$
CDBG Rehab Loan Program	116	\$
City Bond and Interest	202	\$
2009 Road Maintenance	304	\$
Fire Station No. 5	306	
A R R Act	309	
P & R Bond Series 2007	325	
Park & Rec Tourism 2%	375	\$
Water/Sewer	400	\$76,627.93
Vehicle Maintenance	500	\$4,376.29
Hotel/Motel	610	\$
2% (VCC, EDA, MSU)	630	\$
Total		
Electric Department		\$
Total Claims	<b>Total</b>	<b>\$294,106.09</b>

**12. APPROVAL OF THE REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING AUGUST 31, 2012, IN ACCORDANCE WITH §21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the September 18, 2012 Official Agenda, and to accept items for Consent, whereby the “approval of the Report of the Receipts and Expenditures for the period ending August 31, 2012 in accordance with section 21-35-13 of the Mississippi Code of 1972 Annotated” is enumerated, this consent item is thereby approved.

**13. APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$749,975.00 TO PIERCE MANUFACTURING, INC. FOR A FIRE TRUCK USING THE GRANT FUNDS #EMW-2011-FV-04641.**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the September 18, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to issue a purchase order in the amount of \$749,975.00 to Pierce Manufacturing, Inc. for a fire truck using the grant funds #EMW-2011-FV-04641" is enumerated, this consent item is thereby approved..

**14. APPROVAL TO HIRE SCOTT LOMAX TO FILL VACANT POSITION OF CERTIFIED POLICE OFFICER.**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the September 18, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to hire Scott Lomax to fill vacant position of Certified Police Officer" is enumerated, this consent item is thereby approved.

**15. APPROVAL TO TRANSFER NATHANIEL HINTON TO FILL VACANT POSITION OF MAINTENANCE WORKER IN THE WATER DEPARTMENT.**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the September 18, 2012 Official Agenda, and to accept items for Consent, whereby the "approval of the request to transfer Nathaniel Hinton to fill vacant position of Maintenance Worker in the Water Department" is enumerated, this consent item is thereby approved.

**16. APPROVAL TO HIRE TERRY R. WILLIAMS TO FILL VACANT POSITION OF LABORER IN THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the September 18, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to hire Terry R. Williams to fill vacant position of Laborer in the Sanitation and Environmental Services Department" is enumerated, this consent item is thereby approved.

**17. AUTHORIZATION TO ADVERTISE TO FILL A VACANT POSITION OF OPERATOR IN THE LANDSCAPE DIVISION OF THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the September 18, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to advertise to fill a vacant position of

Operator in the Landscape Division of the Sanitation and Environmental Services Department" is enumerated, this consent item is thereby approved.

## **END OF CONSENT AGENDA ITEMS**

### **ANNOUNCEMENTS AND COMMENTS:**

The Mayor introduced the four following new employees:

Jeremy Weaver a firefighter in the Fire Department

Kembe Harris an apprentice lineman in the Electric Department

Harrell Lindsay a laborer in Sanitation and Environmental Services

Melvin Spencer a laborer in Sanitation and Environmental Services

The Mayor also introduced Patricia Hernandez as an unpaid intern in Finance and Administration.

Alderman Sandra Sistrunk offered thanks to the Board and the Community for the support and understanding that were offered in the wake of her Mother's passing.

### **CITIZEN COMMENTS:**

Alvin Turner, Ward 7 recognized Aldermen Sistrunk and Vaughn, and then spoke to some perceived concerns of Starkville residents.

Chuck Scarborough, Corey Bagwell, Michelle Tehan, Caryn McRussell, Jan High, Emily Damm, Angie Rubin, Ricky Inmon, Wiletta Swoope, Lynn Warbler, William Grantham, Lewis Jordan, David Hoffman, Marnita Henderson, Gerald O'Coole, John Ed Parker, Dorothy Reichert, Tammy Parkinson, Pamela Wasson, Jason Ward, and Doug Houston all of Ward 1 offered concerns relating to the opening of roads in Green Oaks Subdivision.

Sumner Davis, Ward 4 expressed concerns over the re-opening of roads in Green Oaks Subdivision.

Chris Taylor, Ward 7 reminded citizens that October 6, 2012 is the cut-off date for voter registration for participation in the National Election in November.

### **PUBLIC APPEARANCES:**

Dr. Michael Fazio presented the annual report on the activities of the Historic Preservation Commission.

Dr. Lewis Jordan offered the following prepared statement:

Good evening. I'm Dr. Lewis Jordan and I am a member of the Green Oaks community. Before I begin, I would like to thank the board for allowing me to speak here tonight. I have interacted with many of you over the phone these past couple of days and everyone has been extremely polite, professional and courteous. I would also like to acknowledge and thank the residents of the Green Oaks community that are here tonight. Would you please make yourselves known by standing up?

I am here today to discuss the resolution currently before this board to open access roads in the Green Oaks community to cut-through traffic from Stark Road, and to discuss why this is not in the best interest of the public.

Access to Stark Road through the Green Oaks neighborhood via Maple, Redbud and Douglas McArthur Drives was terminated on October 19, 1999 by a unanimous vote of the Board of Aldermen. At the time of these road closings, this resolution, was found to be in the public interest. That is, in 1999, it was in the public interest to the over 400 homes, families and residents in the Green Oaks community to

1. prevent high volume traffic in a residential neighborhood;
2. improve the safety and welfare of Green Oaks residents;
3. Improve the quality of life of not only Green Oaks residents, but residents of neighboring areas by providing safe recreational opportunities for both children and adults including walking, biking and jogging within the neighborhood;

As stated specifically in the October 19<sup>th</sup> 1999 Board of Aldermen minutes:

1. The intersections of Maple Dr. and Stark Rd. and Redbud and Stark Rd are hazardous.
2. A large volume of traffic along McArthur Dr. from stark road is non-resident through traffic posing a danger to the safety of the subdivision.
3. The configuration of the streets with numerous stop signs is not conducive to through traffic.
4. Extensive development west of Stark Road imposes a continually increasing burden on the subdivision streets.
5. The proposed streets to be closed are heavily traveled, but the public benefit from the closure outweighs the public benefit from the use of the streets.

It has been proposed by this Board to "immediately reopen the streets known as Maple, Redbud and Douglas McArthur Drives located in the Green Oaks subdivision" to public access from Stark Road. This proposal claims "that such an action serves a greater public need to provide for public safety agencies access for emergencies and a change of conditions reducing the transient traffic concerns".

[http://www.cityofstarkville.org/cosdocs/e-Packet\\_9-18-2012\\_public\\_1.pdf](http://www.cityofstarkville.org/cosdocs/e-Packet_9-18-2012_public_1.pdf)

Before addressing the reasons given by this Board for reopening these roads to public access, I would like to remind you that these roads were closed in 1999 in the interest of the public by a unanimous vote from the Board of Aldermen, and that one of these Board members who voted in 1999 is currently on the Board now. How then has this public interest been eroded since 1999? I believe you will find the

reasons put forth by this Board is lacking in both substance and fact. The specific reasons for the proposal are:

1. **WHEREAS, since the closing of the roads in 1999 there have developed alternative routes of travel from the opening of the Highway 25 and Highway 82 bypass for easterly travel to Mississippi State University.**

While several alternate routes of travel are provided to Mississippi State University, does not mean that these routes are being utilized by the public. This Board has presented no data to justify this claim including road surveys prepared by the Mississippi Department of Transportation (MDOT) and/or surveys conducted within the residential communities located on Stark Road as to preferred driving routes.

2. **WHEREAS, the opening of the bypasses provide for a reduction in travel through the neighborhoods previously impacted allowing for a change in circumstances and conditions that created the original need.**

These access roads were closed in 1999. These closings occurred *before* the completion of construction of over 500 single family homes, condominiums and apartments located on Stark Road. On June 12<sup>th</sup> 2007, a request before the City of Starkville Planning and Zoning Commission was brought forth to consider a zoning classification for property located on Stark Road. This information, which is publicly available on the City of Starkville website, contained a table prepared by MDOT specifying the Average Daily Trips per year on Stark Road.

Average Daily Trips per Year on Stark Road	
Year	Count
2006	14,000
2005	12,000
2004	12,000
2002	11,000
2001	11,000
2000	11,000
1999	9,300

According to this table, there has been a steady annual increase in the volume of traffic on Stark road since 1999. The number of average daily trips increased from 9,300 in 1999 to 14,000 in 2006. This is over a 50 percent increase in daily trips per year on Stark Road. The Highway 25 bypass was opened in 2003 and since that time there still continued to be an increase in the usage of Stark Road according to the information provided by MDOT.

As stated in the City of Starkville Planning and Zoning Commission notes: "The increase in traffic on Stark Road would indicate why the Green Oaks neighborhood petitioned the Board of Aldermen to

close off Douglas McArthur, Redbud and Maple Drives in October of 1999 due to the increasing amount of cut-through traffic.”

**3. WHEREAS, this change in conditions and opportunities for easterly travel has resulted in reduced transient need for use of the previously highly traveled streets.**

According to the data from the MDOT, there has been an *increase* in the number of trips on Stark Road since 1999. Again, this Board believes that since several alternate routes of travel exist, there should be a decrease in cut through traffic. However, the data presented previously by MDOT dispute this claim. Further, this Board has provided no data or evidence to support their conclusion that these alternate routes are being utilized.

**4. WHEREAS, closing all of the open access points to the west has resulted in a continued hardship for public safety providers in providing timely and potentially critical life-saving emergency service to the residents of Green Oaks Subdivision.**

There has not been any proof of “hardship” for public safety providers presented by this Board. Currently, there are three open access routes for public safety providers to enter Green Oaks: Maple Drive from the south, and Pin Oak and Douglas McArthur Drives from the east. Aside from these open access routes, an emergency personnel access gate is located at the intersection of Douglas McArthur Drive and Stark Road, which allows for emergency responders to access the western and northerly areas of Green Oaks.

**5. WHEREAS, it is in the City’s best interest to provide multiple access points to any area of concentrated housing ingress and egress for the taxpaying citizens of the City as a whole.**

Why is it in the “City as a whole” best interest to allow multiple access points to a *concentrated* residential housing area? How will this access be beneficial to the City of Starkville? Will this access generate more revenue for both the City and businesses of Starkville? If anything, reopening these roads will cost the “taxpaying citizens” of Starkville more money. These three access points are not functional roads. The asphalt at these locations has been removed and construction will be required to bring these roads up to code.

**6. WHEREAS, having only three points of entry and departure for over 400 residences does not serve the neighborhood in the most effective manner.**

Once again, this Board is relying on conjecture rather than facts and or the opinion of the Green Oaks residents. Many of the residents here tonight are the same residents that petitioned the board to close these access roads in 1999, knowingly limiting points of entry and departure. Could this Board please provide us with a public opinion poll of the residents of Green Oaks as to whether this statement is believed by the Green Oaks community?

This Board has also not presented any safe constructive alternatives to the current resolution including: placement of speed bumps on these streets to curb potential speeding; street lights needing to be installed to ensure safe left hand turns onto the high speed two lane Stark Road; and construction of sidewalks to prevent danger to both school children and recreationalists. Should the vote be decided to open these access roads, will those Board members approving the resolution also acknowledge both personal liability and accountability for the inevitable accident that will occur?

The proposed amendment to open only Douglas McArthur to emergency personnel is contradictory. This road is already accessible to emergency personnel. Some people, including Board members, have stated that this gate is not functioning properly and presents a hardship to emergency personnel. If this is true, why then has the city failed to maintain this emergency access route? Would not the city be liable in the case of inoperability? If anything, the opening of a single street would create a bottleneck of cut-through traffic and as stated in the 1999 resolution, the configuration of the streets with numerous stop signs is not conducive to through traffic and would pose a danger to the safety of the subdivision.

In summary, it seems contradictory that opening these roads now is in the best “public interest” when having these roads closed in 1999 was deemed in the “public interest”. Contrary to the information I’ve shared with you this evening, this Board has not conclusively demonstrated how any of their purported “reasons” for opening these streets will be beneficial to any citizen. This Board has not considered how their decision will negatively impact the residents of the Green Oaks community. This resolution is not beneficial to the citizens of Starkville. This resolution will: increase traffic in the Green Oaks neighborhood due to the increase in trips on Stark Road as detailed by MDOT; create safety issues for the residents of Green Oaks; decrease the quality of life of Green Oaks residents by removing recreational opportunities within the neighborhood; potentially decrease the property value of Green Oaks residents; and cost the taxpaying citizens of Starkville money to bring the closed roads up to code, and install appropriate safety measures including street lights, speed bumps and sidewalks.

As publicly elected officials, it is this Boards responsibility to make informed decisions based on facts and the voice of the people, not personal opinions and conjecture. This Board has presented no conclusive evidence that reopening Maple, Redbud and Douglas McArthur Drives is in the “best public interest”.

Thank you for your time.

Lewis Jordan

### **PUBLIC HEARING:**

A public hearing was held on the adoption of the budget and all associated levies for the City of Starkville for the Fiscal Year 2013.

Mr. Alvin Turner, Ward 7 commented on the tax neutrality of the proposed budget.

## **BOARD BUSINESS:**

### **18. CONSIDERATION OF REMOVING THE EMERGENCY ACCESS GATE LOCATED AT THE GATED AREA OF DOUGLAS MCARTHUR DRIVE AND STARK ROAD AND TO PROVIDE SIGNAGE FOR EMERGENCY AND CITY VEHICLES ONLY AND TO IMPROVE AND MAINTAIN THAT AREA FOR ADEQUATE ACCESS TO THE NECESSARY PUBLIC SAFETY VEHICLES.**

There came consideration of the matter of removing the emergency access gate located at the gated area of Douglas McArthur Drive and Stark Road and to provide signage for emergency and City vehicles only and to improve and maintain that area for adequate access to the necessary public safety vehicles. Alderman Sandra Sistrunk motioned approval of the matter of removing the emergency access gate located at the gated area of Douglas McArthur Drive and Stark Road and to provide signage for emergency and City vehicles only and to improve and maintain that area for adequate access to the necessary public safety vehicles, duly seconded by Alderman Roy A'. Perkins. Discussion of the motion is as follows:

The Mayor said that he had received numerous citizen calls on the issue, and that he was not sure why this issue was being considered. It is his opinion that nothing has happened to suggest that the situation has changed (from when the Board moved to close the streets in 1999). The Mayor then offered thoughts on the operability of the gate and took responsibility for its continued maintenance. The Mayor concluded by giving notice of his intent to veto should the motion be approved.

Alderman Sandra Sistrunk outlined specifically what work would be done, and then went on to discuss the reasons that she supported the motion. Those were public safety, emergency response, and the opinion that greater access was needed to relieve pressure on the Highway 12 and Stark Road intersection. Alderman Sistrunk went on to list several Starkville neighborhoods that were open, and offered that safety was not a problem.

Alderman Jeremiah Dumas asked a question regarding the legality of the proposed action. Alderman Roy A'. Perkins and City Attorney Chris Latimer both indicated that the City would be acting within its rights.

Alderman Roy A'. Perkins offered that reasoning behind his previous votes on this issue. He offered a clear history of his opposition to the closing of the streets in Green Oaks. He went on to remind the Board that they were not violating earlier minutes. That this motion referred only to improved emergency access to Douglas McArthur, not the reopening of all the streets that exit to Stark Road. Alderman Roy A'. Perkins suggested that the City would be liable if the gate failed.

Regarding the Mayor's veto, Alderman Roy A'. Perkins instructed Chief Administrative Office D. Lynn Spruill that should the Mayor act to reserve space on the agenda

immediately following the meeting where the Mayor exercised his veto to override the veto.

Alderman Ben Carver asked the reason behind this action. He indicated that people speeding in the neighborhood was an existing problem, and that he believed this would make it worse. He offered the opinion that this action would cause a decrease in quality of life, and that the Board was moving in conflict with the wishes of more than 400 homeowners in his ward. Alderman Carver concluded by thanking the Mayor and former Alderman Sumner Davis for their support on the issue.

After the Board offered closing thoughts on the motion the Mayor instructed Director of Finance and City Clerk to conduct a roll call vote.

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Nay
Alderman Sandra Sistrunk	Voted: Yea
Alderman Eric Parker	Voted: Nay
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Abstain
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Abstain

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion carried.

**19. CONSIDERATION OF A RESOLUTION SETTING THE TAX LEVY FOR THE CITY OF STARKVILLE AT 20 MILLS FOR THE FISCAL YEAR 2013 IN ACCORDANCE WITH THE REQUIREMENTS OF MISS. CODE ANN. §21-33-45.**

There came consideration of a resolution setting the tax levy for the City of Starkville at 20 Mills for the Fiscal Year 2013 in accordance with the requirements of Mississippi Code Annotated §21-33-45. Alderman Jeremiah Dumas motioned approval of a resolution setting the tax levy for the City of Starkville at 20 Mills for the Fiscal Year 2013 in accordance with the requirements of Mississippi Code Annotated §21-33-45, duly seconded by Alderman Sandra Sistrunk.

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Eric Parker	Voted: Yea
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion carried.



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.A.  
AGENDA DATE: 9-18-12  
PAGE: 1**

**Subject:** Consideration of the of setting the tax levy for the City of Starkville for the fiscal year 2013 in the amount of 20 mills.

**AMOUNT & SOURCE OF FUNDING:** N/A

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S  
AUTHORIZATION:** Mayor Wiseman

**FOR MORE INFORMATION CONTACT:** Lynn Spruill@ 323-4583 or Taylor Adams @ 323-2525

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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**STAFF RECOMMENDATION:** N/A

**ADDITIONAL INFORMATION:** N/A

Suggested Motion: “MOVE APPROVAL SETTING THE TAX LEVY AT 20 MILLS FOR THE CITY OF STARKVILLE FOR THE FISCAL YEAR 2013.”

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to the authority of Senate Bill number 1601, 1969 Extraordinary session of the Mississippi Legislature.

DOWNTOWN BUSINESS DISTRICT	2.00 MILS
<b>TOTAL LEVY FOR DOWNTOWN BUSINESS DISTRICT</b>	<b>2.00 MILS</b>

\_\_\_\_\_  
PARKER Y. WISEMAN, MAYOR

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

**20. REPORT FROM THE CITY ATTORNEY ON THE USE OF PUBLIC PROPERTY FOR SPECIAL EVENTS AND ANY RELATED ISSUES FROM SUCH USE.**

City Attorney Chris Latimer gave a report on the use of Public Property for special events and any related issues from such use.

**21. CONSIDERATION TO AUTHORIZE THE SPECIAL EVENT REQUEST BY THE STARKVILLE JUNIOR AUXILIARY FOR STREET CLOSING AND IN-KIND SERVICES FOR THE 2012 JR. AUXILIARY CHILIFEST SCHEDULED FOR FRIDAY, OCTOBER 19, 2012, ON MAIN STREET WITH 1 BLOCK STREET CLOSING FROM LAFAYETTE STREET TO JACKSON STREET FROM 5:00—8:00 PM.**

There came consideration to authorize the special event request by the Starkville Junior Auxiliary for street closing and in-kind services for the Jr. Auxiliary Chilifest scheduled for Friday, October 19, 2012 on Main Street with 1 block street closing from Lafayette Street to Jackson Street from 5:00-8:00 PM. Alderman Jeremiah Dumas motioned approval to authorize the special event request by the Starkville Junior Auxiliary for street closing and in-kind services for the Jr. Auxiliary Chilifest scheduled for Friday, October 19, 2012 on Main Street with 1 block street closing from Lafayette Street to Jackson Street from 5:00-8:00 PM with no gate charge for the event, duly seconded by Alderman Henry Vaughn, Sr.

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Eric Parker	Voted: Yea
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion carried.

**22. CONSIDERATION OF THE APPROVAL OF THE ANNUAL CONTRACT WITH MITCHELL, MCNUTT & SAMS, PA, FOR THE SERVICES OF GENERAL COUNSEL FOR THE CITY OF STARKVILLE.**

There came consideration of the of the approval of the annual contract with Mitchell, McNutt & Sams, PA, for the services of General Counsel for the City of Starkville. Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker:

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Eric Parker	Voted: Yea
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion carried.

**CITY OF STARKVILLE  
CONTRACT FOR LEGAL SERVICES**

**MITCHELL, McNUTT & SAMS, P.A.**

**DESCRIPTION OF SERVICES:** This firm, through Christopher J. Latimer, proposes to serve as general counsel to the Mayor and Board of Aldermen of the City of Starkville, which will include the following:

1. Provide legal counsel on administration of municipal government, the exercise of municipal authority and police power, the preparation of official actions of the Mayor and Board of Aldermen, review of minutes, and attendance at regular and special meetings of the Board of Aldermen and Starkville Planning and Zoning Commission.

2. Serve as litigation counsel for the protection of the municipality and its public officials against liability; representation in state and federal courts and before administrative boards and commissions.

3. Legal services and advice regarding labor and employment, municipal taxation and finance, purchasing and government contracts, and environmental regulations and other general and/or routine legal issues. Such services will be upon demand and provided only at the request of those persons authorized by the Mayor and Board of Aldermen.

4. Legal services and advice regarding the issuance of bonds and other debt instruments by the City.

5. Rates for legal services will be as follows:

- \$115/hour for attorneys, capped at \$95,000 yearly for non-litigated matters<sup>1</sup> unless additional expenditures are expressly approved by the Starkville Board of Alderman.
- \$55/hour for paralegals to be counted towards the cap.
- The City will not be charged for any time or expenses incurred for counsel's travel between Columbus and Starkville.

6. In addition to the fees listed above, fees for legal services as counsel for the issuer on bonds and other debt instruments will be at \$190/hour. This fee can include, among other things, drafting the opinion letter validating the legality of the bond and overseeing validation

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<sup>1</sup> Litigated matters not covered through the City's insurance will be billed at \$115/hour outside the cap. Litigated matters covered by the City's insurance will be billed to the City at \$115/hour outside the cap up to the amount of the City's deductible. Then the City Attorney will bill the insurer directly at a negotiated rate.

proceedings in Chancery Court. Out-of-pocket expenses, including cost of publication and filing fees, will be billed separately. All bond fees will be outside of the yearly cap.

7. If Christopher J. Latimer is delayed, for example, by involvement in depositions, trial, or out-of-state work or travel, from immediately addressing an urgent and necessitous task of the City of Starkville, Ronald L. Roberts or Richard H. Spann, of Mitchell McNutt & Sams may fill in on that task in Mr. Latimer's absence. Further, the Mayor and Board of Aldermen reserve the right to employ other counsel for any matter if such action is deemed to be in the best interest of the City of Starkville.

8. This proposal does not include legal services as municipal prosecutor, municipal public defender or municipal judge or services related to municipal court, as such services are performed by other independent counsel retained by the City.

9. It is the goal of this firm to provide legal services to the City of Starkville for the next budget year within a predetermined level as established by the administration and the Board of Aldermen.

10. The term of this contract will be from the date of execution to the election of the new Mayor and Board of Aldermen in 2013.

MITCHELL, McNUTT & SAMS, P.A.

By: \_\_\_\_\_  
Christopher J. Latimer

APPROVED BY MAYOR AND BOARD OF ALDERMEN on the \_\_\_\_ day of September, 2012.

By: \_\_\_\_\_  
Parker Wiseman, Starkville Mayor

ATTEST:

\_\_\_\_\_  
Taylor Adams, Starkville City Clerk

Note: Alderman Carver Exited the meeting at this time.

**23. A MOTION TO ENTER INTO A CLOSED SESSION TO DETERMINE IF THERE IS PROPER CAUSE FOR EXECUTIVE SESSION**

There came for consideration the matter of entering a closed session to determine if there is proper cause for an executive session. Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, to enter into a Closed Session to determine if there is proper cause for Executive Session:

The Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman Eric Parker	Voted: Yea
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion passed.

**24. A MOTION TO ENTER EXECUTIVE SESSION**

There came for consideration the matter of entering an executive session to discuss potential litigation, property acquisition, and personnel issues. Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, to enter into an Executive Session to discuss a pending litigation relating to the Municipal Complex, property acquisition relating to the Kraker PUD, and personnel relating to Department Head Evaluations:

The Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman Eric Parker	Voted: Yea
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion passed.

The Mayor invited the Public back in to make the announcement of the Board's decision to enter into executive session.

**At this time the Board entered executive session.**

Note: Alderman Henry Vaughn, Sr. exited the meeting during executive session.

**25. A MOTION TO EXIT EXECUTIVE SESSION AND RETURN TO OPEN SESSION**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, to exit Executive Session and return to Open Session, the Board members in attendance voted unanimously in favor of the motion.

The Mayor announced that the Board had taken no action in executive session.

**26. A MOTION TO APPROVE ALL DEPARTMENT HEAD EVALUATIONS AS PRESENTED.**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, to approve all Department Head Evaluation as presented, the Board members in attendance voted unanimously in favor of the motion.

**27. A MOTION TO RECESS UNTIL SEPTEMBER 26, 2012 @ 5:30 at 101 LAMPKIN STREET IN THE CITY HALL CONFERENCE ROOM.**

Upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Jeremiah Dumas, for the Board of Aldermen to recess the meeting until September 26, 2012 @ 5:30 at 101 Lampkin Street in the City Hall Conference Room, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman Eric Parker	Voted: Yea
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Absent

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion passed.

SIGNED AND SEALED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2012.

\_\_\_\_\_  
PARKER WISEMAN, MAYOR

Attest:

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TAYLOR V. ADAMS, CITY CLERK

(SEALED)