

**MINUTES OF THE REGULAR MEETING  
OF THE MAYOR AND BOARD OF ALDERMEN**

**The City of Starkville, Mississippi  
March 1, 2011**

Be it remembered that the Mayor and Board of Aldermen met in a Regular Meeting on March 1, 2011 at 5:30 p.m. in the Courtroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS. There being present were Mayor Pro Tempore Alderman Sandra Sistrunk, Aldermen Ben Carver, Eric Parker, Richard Corey, Jeremiah Dumas, Roy A. Perkins, and Henry Vaughn, Sr. Attending the Board were City Attorney Chris Latimer and City Clerk Markeeta Outlaw. Absent was Mayor Parker Wiseman.

**Mayor Pro Tempore Sandra Sistrunk** opened the meeting with the Pledge of Allegiance followed by a moment of silence.

**REQUESTED REVISIONS TO THE OFFICIAL AGENDA**

**Alderman Jeremiah Dumas** requested the following changes to the March 1, 2011 Official Agenda

**Add to Consent Item X-A** regarding a Special Event Permit, Street Closings and In-Kind Services for the Annual Cotton District Arts Festival of April 23, 2011.

**Remove from Consent Item VII-A** regarding a Public Appearance by Candy Crecink of the Starkville Area Arts Council on the Annual Cotton District Arts Festival.

**Alderman Roy A'. Perkins** requested the following changes to the March 1, 2011 Official Agenda

**Add to Consent Item X-E** regarding fence and stump removal at University Drive OddFellows Cemetery and purchasing Bollards for installation at entry areas.

**Add to Consent Item XI-H-1** regarding hiring Carves Ellis and Chad Robinson to fill vacant positions in the Sanitation and Environmental Services Department.

**Add to Consent Item X1-H-4** regarding authorization to advertise for an upcoming vacancy in the position of operator 2 in the Wastewater Division of the Public Services Department.

**Alderman Ben Carver** requested the following changes to the March 1, 2011 Official Agenda

**Remove from Consent Item X-H** regarding advertising for "Request for Qualifications" for consultants to prepare a Form Base Code and Master Plan for certain area in the City of Starkville.

**Remove from Consent Item X1-K-2** regarding approval of Waste Management of Mississippi as the recycling service provider for the City.

**1.**

**A MOTION TO APPROVE  
THE OFFICIAL AGENDA AS REVISED**

There came for consideration the matter of approving and adopting the March 1, 2011 Official Agenda of the Regular Meeting of the Mayor and Board of Alderman. After discussion, and

upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, to approve the March 1, 2011 Official Agenda as revised, the Board voted as follows:

Alderman Ben Carver  
Alderman Sandra Sistrunk

Voted: Yea  
Voted: Presiding

Alderman Eric Parker	Voted: <u>Yea</u>
Alderman Richard Corey	Voted: <u>Yea</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Yea</u>

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

Having received no objections to consent items, the Mayor Pro Tempore declared the consent items approved.

CONSENT ITEMS 2 - 21

2.

**APPROVAL OF ADVANCE TRAVEL FOR MAYOR PARKER WISEMAN TO ATTEND A PROFESSIONAL DEVELOPMENT SCHOOL NATIONAL CONFERENCE IN NEW ORLEANS, LOUISIANA IN THE AMOUNT OF \$342.95**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval Advance Travel for Mayor Parker Wiseman to attend a Professional Development School National Conference in New Orleans, Louisiana, in the amount of \$342.95" is enumerated, this consent item is thereby approved.

3.

**APPROVAL OF A SPECIAL EVENT PERMIT, STREET CLOSURES, AND IN-KIND SERVICES NOT TO EXCEED \$6,657.00 FROM THE CITY OF STARKVILLE FOR THE ANNUAL COTTON DISTRICT ARTS FESTIVAL SCHEDULED FOR SATURDAY, APRIL 23, 2011**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of a Special Event Permit, Street Closures, and In-Kind Services, not to exceed \$6,657.00, from the City of Starkville for the Annual Cotton District Arts Festival Scheduled for Saturday, April 23, 2011" is enumerated, this consent item is thereby approved.

General Liability Insurance with Galloway Chandler and McKinney provided  
and

**Estimated Costs for City's In-Kind Services**

Police Department	\$3,750.00
Sanitation & Environmental Services	\$1,465.00
Electric Department	\$ 987.00
Street Department	\$ 390.00
Fire Department	<u>\$ 65.00</u>
<b>TOTAL</b>	<b>\$6,657.00</b>

4.

**APPROVAL OF AUTHORIZING ADVANCE TRAVEL IN THE AMOUNT OF \$133.31 FOR ALDERMAN BEN CARVER TO ATTEND THE MISSISSIPPI MUNICIPAL LEAGUE (MML) CERTIFIED MUNICIPAL OFFICIAL (CMO) CLASS TO BE HELD APRIL 28, 2011 AT JACKSON STATE UNIVERSITY IN JACKSON, MS**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of Advanced Travel in the amount of \$133.31 for Alderman Ben Carver to attend the Mississippi Municipal League (MML) Certified Municipal Official (CMO) Class to be held April 28, 2011, at Jackson State University, in Jackson, MS" is enumerated, this consent item is thereby approved.

5.

**APPROVAL TO AUTHORIZE IN-KIND SERVICES TO: 1) REMOVE FENCING AND STUMPS AT THE UNIVERSITY DRIVE ODDFELLOWS CEMETERY AND 2) PURCHASE AND INSTALL BOLLARDS AT THE ENTRANCES OF THE UNIVERSITY DRIVE ODDFELLOWS CEMETERY, AT AN ESTIMATED COST OF \$4,669.19**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to authorize In-Kind Services to: 1) Remove Fencing and Stumps at the University Drive Oddfellows Cemetery and 2) Purchase and Install Bollards at the Entrances of the University Drive Oddfellows Cemetery, at an estimated cost of \$4,669.19" is enumerated, this consent item is thereby approved.

**Estimated Cost for City's In-Kind Services**

Labor	\$2,109.19
Equipment	\$ 900.00
Materials	<u>\$1,660.00</u>
<b>TOTAL</b>	<b>\$4,669.19</b>

**Labor** includes - one Foreman, one Equipment Operator, and two Laborers at 40 hours each averaging \$13.18 per hour.

**Equipment** includes - one Excavator for 20 hours @ \$45.00 per hour

**Materials** include - Bollards (6 @ \$250.00 each), shipping (\$80.00 flat rate) and one cubic yard of concrete @ \$80.00 per cubic yard.

6.

**APPROVAL OF THE PAYING AGENT AGREEMENT BETWEEN THE CITY OF STARKVILLE, MISSISSIPPI AND THE PEOPLES BANK IN BILOXI, MISSISSIPPI FOR THE CITY OF STARKVILLE, MISSISSIPPI GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of the Paying Agent Agreement between the City of Starkville, Mississippi and the Peoples Bank in Biloxi, Mississippi for the City of Starkville, Mississippi General Obligation Refunding Bonds, Series 2011" is enumerated, this consent item is thereby approved.

AGREEMENT CONCERNING  
THE  
CITY OF STARKVILLE, MISSISSIPPI

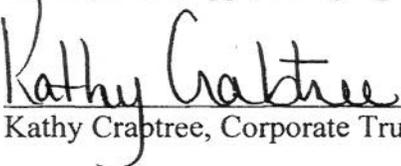
GENERAL OBLIGATION REFUNDING BONDS  
SERIES 2011

The Peoples Bank, Biloxi, Mississippi (the "Bank"), hereby acknowledges receipt of the Bond Resolution adopted December 7, 2010, by the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Board" of the "Municipality"), and the Bond Purchase Agreement signed February 4, 2011, by the Mayor of the Municipality wherein the Bank was designated as the paying agent, registrar and transfer agent (the "Paying Agent") for the \$2,665,000 General Obligation Refunding Bonds, Series 2011 (the "Bonds") of the Municipality, and hereby accepts said designation. The Bank further acknowledges that it has reviewed the Bond Resolution and the Bond Purchase Agreement for the Bonds and agrees to act as Transfer Agent and Paying Agent pursuant to the provisions thereof.

A copy of the Bank's schedule of compensation which details its current bond registrar/transfer/paying agent fees is attached, as **Attachment A**. However, the Bank reserves the right to adjust the fees upon thirty (30) days prior written notice to the City Clerk of the Municipality.

This, the 21<sup>st</sup> day of February, 2011.

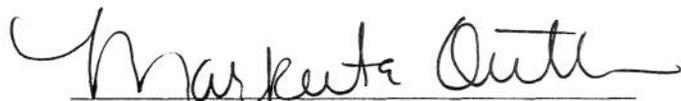
The Peoples Bank  
Biloxi, Mississippi, as Paying Agent

  
Kathy Crabtree, Corporate Trust Officer

  
Parker Wiseman, Mayor  
City of Starkville, Mississippi

The foregoing Agreement concerning the City of Starkville, Mississippi, \$2,665,000 General Obligation Refunding Bonds, Series 2011, has been accepted by the Mayor and Board of Aldermen of the City of Starkville, Mississippi, and entered on its minutes.

This, the 1<sup>st</sup> day of March, 2011.

  
Markeeta Outlaw, City Clerk

**Attachment A**  
Fee Schedule – Bank

**THE PEOPLES BANK, BILOXI, MISSISSIPPI  
CORPORATE TRUST SERVICES  
SCHEDULE OF FEES FOR BOND  
REGISTRAR/TRANSFER/PAYING AGENCIES**

**\$2,665,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011  
CITY OF STARKVILLE, MISSISSIPPI**

FEBRUARY 21, 2011

1.) PAYING AGENCY:

A.) ANNUAL ADMINISTRATION FEE \$2,000.00

TO INCLUDE THE FOLLOWING:  
INTEREST/PRINCIPAL DISBURSEMENTS  
ISSUE (CUSIP) MAINTENANCE  
HOLDER ACCOUNT MAINTENANCE

2.) ADDITIONAL SERVICES:

A.) CALLS: (WHEN APPLICABLE)  
\$250 FOR EACH OCCURRENCE

3.) OUT-OF-POCKET EXPENSES:

(FOR SUCH ITEMS AS POSTAGE, EXPRESS DELIVERY, WIRE TRANSFER CHARGES, INSURANCE, REQUIRED LEGAL ADVERTISING, PRINTING, AND BOND CLOSING EXPENSES, ETC.) WILL BE BILLABLE TO THE CORPORATION. FEES FOR EXTRAORDINARY AND SPECIAL SERVICES NOT MENTIONED ARE QUOTED ON AN INDIVIDUAL BASIS AND ARE BASED ON AN APPRAISAL OF THE SERVICES TO BE RENDERED AS WELL AS THE DUTIES AND RESPONSIBILITIES INVOLVED.

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7.

**APPROVAL AUTHORIZING THE GRANT APPLICATION FOR A 2011  
CERTIFIED LOCAL GOVERNMENT (CLG) GRANT ADMINISTERED BY  
THE DEPARTMENT OF ARCHIVES AND HISTORY**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to authorize the Grant Application for a 2011 Certified Local Government (CLG) Grant administered by the Department of Archives and History" is enumerated, this consent item is thereby approved.

8.

**APPROVAL OF SYNERGETICS FOR THE PROVISION OF  
INTERNAL INFORMATION TECHNOLOGY SERVICES  
FOR THE CITY OF STARKVILLE ON A TEMPORARY BASIS  
AND THE AUTHORIZATION TO PURCHASE AN ADDITIONAL  
BLOCK OF FORTY (40) SERVICE HOURS AT A PRICE OF \$4,280.00**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of Synergetics for the provision of Internal Information Technology Services for the City of Starkville on a temporary basis and the authorization to Purchase an additional block of forty (40) Service Hours at a cost of \$4,280.00" is enumerated, this consent item is thereby approved.

9.

**APPROVAL OF CLAIMS DOCKET #03-01-11-A  
FOR THE CITY OF STARKVILLE  
CLAIMS THROUGH FEBRUARY 25, 2011  
IN THE AMOUNT OF \$4,750,561.76 IN ACCORDANCE WITH  
SECTION 17-3-1 OF THE MISSISSIPPI CODE OF 1972, ANNOTATED  
EXCLUDING FIRE DEPARTMENT CLAIMS**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "Claims Docket #03-01-11-A which contains claims from all departments (excluding Fire), through February 25, 2011, totaling \$4,750,561.76" is enumerated, this consent item is thereby approved.

**CLAIMS DOCKET  
# 03-01-11-A  
FEBRUARY 25, 2011**

General Fund	001	\$599,376.42
Restricted Police Fund	002	175.00
Restricted Fire Fund	003	0.00
Airport Fund	015	3,240.33
Sanitation	022	63,006.79
Landfill	023	4,885.33
Computer Assessments	107	3,621.14
City Bond and Interest	202	275,779.50
2009 Road Maint. Bond	304	15,457.48
Fire Station No. 5	306	0.00
American Recovery & Reinvestment Act	309	0.00
P & R Bond Series 2007	325	0.00
Park & Rec Tourism 2%	375	9,225.63
Water/Sewer	400	66,781.34
Vehicle Maintenance	500	5,971.95
Hotel/Motel	610	0.00
2% (VCC, EDA, MSU)	630	0.00
Electric		3,703,040.85
<b>TOTAL CLAIMS</b>		<b>\$4,750,561.76</b>

10.

**APPROVAL TO ACCEPT THE SOLE BID SUBMITTED  
BY DANNY NORTH  
FOR SALE OF SURPLUS PROPERTY  
(8000 POUNDS OF SCRAP METAL)  
IN THE ELECTRIC DEPARTMENT WITH A BID OF  
44¢ PER POUND FOR A TOTAL OF \$3,520.00**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to accept the Sole Bid Submitted by Danny North for the Sale of Surplus Property (8000 pounds of Scrap Metal) in the Electric Department with a bid of 44¢ per pound for a total of \$3,520.00" is enumerated, this consent item is thereby approved.

11.

**APPROVAL AUTHORIZING THE FIRE DEPARTMENT  
TO PURCHASE FIRE HOSE FROM THE CITY'S  
SOURCE OF SUPPLY LIST AT A TOTAL COST OF \$14,225.00**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval authorizing the Fire Department to Purchase Fire Hose from the City's Source of Supply List at a total cost of \$14,225.00" is enumerated, this consent item is thereby approved.

12.

**APPROVAL AUTHORIZING THE FIRE DEPARTMENT TO PURCHASE 10 SETS OF  
TURNOUT GEAR FROM STATE CONTRACT AT A TOTAL COST OF \$16,560.00  
STATE CONTRACT NO. 5-200-21379-10**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval authorizing the Fire Department to Purchase 10 Sets of Turnout Gear from State Contract at a total cost of \$16,560.00" is enumerated, this consent item is thereby approved. The State Contract number is 5-200-21379-10.

13.

**APPROVAL TO ACCEPT FIRE STATION FIVE AS  
SUBSTANTIALLY COMPLETE**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to accept Fire Station Five as Substantially Complete" is enumerated, this consent item is thereby approved.

14.

**APPROVAL TO HIRE CHAD D. ROBINSON AND CARVES A. ELLIS  
TO FILL THE VACANT POSITIONS OF LABORER IN THE  
SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT WITH  
THE GROUP OF APPLICANTS BEING HELD 90 DAYS FOR  
OTHER HIRING CONSIDERATIONS IN THIS CLASSIFICATION**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to hire Chad D. Robinson and Carves A. Ellis to fill the vacant positions of Laborer in the Sanitation and Environmental Services Department with the standard one year probationary period, an

annual salary of \$18,325.21 Grade 4 Step 4 with the current group of applicants being held 90 days for other hiring considerations in this classification" is enumerated, this consent item is thereby approved.

15.

**APPROVAL TO ADVERTISE TO FILL VACANT FIREFIGHTER POSITIONS  
IN THE FIRE DEPARTMENT**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to advertise to fill vacant Firefighter positions in the Fire Department" is enumerated, this consent item is thereby approved.

16.

**APPROVAL TO RECLASSIFY THE EMPLOYMENT STATUS  
OF PUBLIC SERVICES EMPLOYEE ROSS HARRELL FROM TEMPORARY  
FULL-TIME WITH BENEFITS TO REGULAR FULL-TIME STATUS TO  
FILL THE VACANCY DUE TO THE RESIGNATION OF MR. VENICE BISHOP**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to reclassify the Pubic Services Employee Ross Harrell from Temporary, Full-time status to Regular Full-time status to fill the vacancy due to the resignation of Mr. Venice Bishop" is enumerated, this consent item is thereby approved.

17.

**APPROVAL TO ADVERTISE TO FILL A VACANT POSITION  
OF OPERATOR 2 IN THE WASTEWATER DIVISION OF THE  
PUBLIC SERVICES DEPARTMENT**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to advertise to fill a vacant position of Operator 2 in the Wastewater Division of the Public Services Department" is enumerated, this consent item is thereby approved.

18.

**APPROVAL AUTHORIZING EDUCATIONAL ASSISTANCE  
FOR POLICE LIEUTENANT HENRY STEWART TO TAKE  
UP TO 6 CREDIT HOURS IN SENIOR SEMINAR CRIMINAL JUSTICE  
AND COMPARATIVE CRIMINAL JUSTICE FROM TROY UNIVERSITY  
ON-LINE CURRICULUM IN ACCORDANCE WITH THE  
CITY OF STARKVILLE'S EDUCATION ASSISTANCE PROGRAM**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval authorizing Educational Assistance for Police Lieutenant Henry Stewart to take up to 6 credit hours in Senior Seminar Criminal Justice and Comparative Criminal Justice from Troy University On-Line Curriculum in accordance with the City of Starkville's Education Assistance Program" is enumerated, this consent item is thereby approved.

19.

**APPROVAL TO PURCHASE 12 2-WAY FIRE HYDRANTS AND 15  
3-WAY FIRE HYDRANTS FROM THE CITY OF STARKVILLE'S  
SOURCE OF SUPPLY LIST AT A TOTAL COST OF \$31,140.00**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the

"approval to purchase twelve (12) 2-way Fire Hydrants and fifteen (15) 3-way Fire Hydrants from the City of Starkville's Source of Supply List at a total cost of \$31,140.00" is enumerated, this consent item is thereby approved.

<b>Fire Hydrant Cost</b>		
2-way Fire Hydrants	\$1070.00 each	x 12 = \$12,840.00
3-way Fire Hydrants	\$1220.00 each	x 15 = <u>\$18,300.00</u>
	<b>TOTAL</b>	<b>\$31,140.00</b>

**20.**

**APPROVAL TO ADVERTISE FOR SEALED BIDS FOR 338,000  
RECYCLING BAGS**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to advertise for sealed bids for 338,000 Recycling Bags" is enumerated, this consent item is thereby approved.

**21.**

**APPROVAL AUTHORIZING ACCEPTANCE AND EXECUTION OF  
THE RECYCLING GRANT AGREEMENT #EEC006 WITH THE MISSISSIPPI  
DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ)  
IN THE AMOUNT OF \$50,000.00**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval authorizing acceptance and execution of the Recycling Grant Agreement #EEC006 with the Mississippi Department of Environmental Quality (MDEQ) in the amount of \$50,000.00" is enumerated, this consent item is thereby approved.

<b>MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY ASSISTANCE AGREEMENT</b>		Assistance ID No. EEC006-M1		
		Date of Staff Approval 16-Feb-11		
<b>AGREEMENT TYPE</b>		Recipient Type		
Cooperative Agreement		CITY		
Grant Agreement		Tax ID No.		
Assistance Amendment	X			
<b>RECIPIENT</b>		<b>PROJECT MANAGER</b>		
CITY OF STARKVILLE 101 LAMPKIN STREET STARKVILLE, MS 39759		MS SHARON BOYD DEPARTMENT HEAD STARKVILLE SANITATION DEPARTMENT		
<b>ISSUING OFFICE</b>		<b>PROJECT MANAGER</b>		
MS DEPT. OF ENVIRONMENTAL QUALITY OFFICE OF POLLUTION CONTROL P. O. BOX 2261 JACKSON, MS 39225		LUIS MURILLO SOLID WASTE POLICY, PLANNING AND GRANTS BRANCH		
<b>ASSISTANCE PROGRAM</b>		<b>STATUTORY AUTHORITY</b>		
ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM		AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009		
<b>PROJECT TITLE AND DESCRIPTION</b>				
CITY OF STARKVILLE RECYCLING EXPANSION PROGRAM				
<b>PROJECT LOCATION</b>		<b>PROJECT PERIOD</b>		
CITY STARKVILLE COUNTY OKTIBBEHA STATE MS		The project period shall begin upon execution of the grant agreement by the Executive Director of MDEQ and end no later than <b>SEPTEMBER 30, 2011</b> .		
		<b>TOTAL PROJECTED PERIOD COST</b>		
		\$ 100,000.00		
<b>FUNDS</b>		<b>Former Award</b>	<b>This Action</b>	<b>Amended Total</b>
Energy Efficiency & Conservation Block Grant		\$ 50,000.00	\$ 50,000.00	\$ 100,000.00
Recipient Contribution		\$ -	\$ 70,000.00	\$ 70,000.00
Other Contribution				
Total Project Cost		\$ 50,000.00	\$ 120,000.00	\$ 170,000.00
<b>APPROVED BUDGET</b>				
Personnel				
Indirect				
Travel				
Equipment				
Supplies				
Educational Material				
Construction				
Other		\$ 50,000.00	\$ 50,000.00	\$ 100,000.00
<b>Total Charges</b>		\$ 50,000.00	\$ 50,000.00	\$ 100,000.00
<b>METHOD OF PAYMENT</b>				
Advance				
Reimbursement		X		

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
CITY OF STARKVILLE  
GRANT AGREEMENT MODIFICATION NO. 1**

**Modification No. 1** increases the approved budget funding to \$100,000.00 and adds \$70,000.00 to the recipient contribution funds category.

Except as it is modified by the provisions of this **Grant Agreement Modification No. 1** the Standard Terms and Conditions of this Grant Agreement Number **EEC006** shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/amendment to the **CITY OF STARKVILLE** up to and not exceeding **\$100,000.00** for the support of approved budget period effort described in application (including all application modifications) cited in this agreement for the **CITY OF STARKVILLE RECYCLING EXPANSION PROGRAM**.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**

\_\_\_\_\_  
Trudy D. Fisher  
Executive Director

\_\_\_\_\_  
Date

**CITY OF STARKVILLE**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Name                      Title

END OF CONSENT ITEMS

**Mayor Pro Tempore Sandra Sistrunk** introduced new employee Joel Clements. Joel is the City of Starkville Information Technology Manager.

**Alderman Eric Parker** named Bill Green as the Employee of the Month for February, 2011.

CITIZEN COMMENTS

**Mr. Alvin Turner**, Ward 7, thanked the Board for checking on him during his absence at the last meeting. Mr. Turner stated that the citizens are worried that the Board is spending money "like water." He also informed the Board that the citizens do not wish to lose the Police Department, Sanitation Department, Fire Department and Public Works because they are the backbone of the City.

**Mr. Stan Shurden**, owner Starkville Recycling, gave letters to the Board and asked them to consider the information contained in the letters.

**Mr. Mike Okhuysen** asked if the recycling program is saving the City money or not, and if it is not saving money we should cancel the program.

#### PUBLIC APPEARANCES

Dr. Jerry Emison Chairman of Planning and Zoning Commission presented the Annual Report of the Planning and Zoning Commission as required by Chapter 2, Article V, Section 2-138 of the City's Code of Ordinances



THE CITY OF STARKVILLE  
 PLANNING & ZONING COMMISSION  
 CITY HALL, 101 E. LAMPKIN STREET  
 STARKVILLE, MISSISSIPPI 39759-2944

MEMORANDUM

TO: Mayor and Board of Aldermen  
 FROM: Ben Griffith, AICP, City Planner (662-323-8012 ext. 119)  
 CC: Dr. Jerry Emison, Planning & Zoning Commission Chairman  
 SUBJECT: Annual P&Z Activity Report  
 DATE: February 24, 2011

As required by Chapter 2, Article V, Section 2-138 of the City's Code of Ordinances, the following information is provided to the Mayor and Board of Aldermen as part of the annual report by the Chairman of the Planning & Zoning Commission.

2010 Planning & Zoning Commission Activity Report

P&Z	ZONING MAP AMENDMENTS	BOA
DENIED	White—Hospital Road/Hiwasssee Drive: R-1/R-3 to C-1	DENIED
Approved	Chandler—1693 Rockhill Road: R-1 to R-6	Approved
Approved	Austin—630 Hendrix Road: R-1 to R-6	Approved
DENIED	Hartlein—214 S. Washington Street: C-2 to PUD	Approved
DENIED	Development Enterprises—Western side of MS Hwy 12 East, South of Pat Station Road: R-1 to C-2	Approved
Approved	Creamery at Central Station—200 S. Montgomery Street: PUD to C-2	Approved
Withdrawn	Welch—711 Vine Street: R-3 to C-2	Not heard by BOA
Approved	Welch—711 Vine Street: R-3 to B-1	DENIED
P&Z	CONDITIONAL USE	BOA
Approved	Starkville Community Market—Open Air Farmers Market in a C-3 district	Approved
Approved	Tabor Properties—Multi-Family Residential in a C-2 district	DENIED
Approved	Pinlake Church—Church in a C-2 district	Approved
Approved	Bell—Manufactured Home in an R-4 district	Approved
Approved	Florida Care—Day Training Center in a C-1 district	Approved
Approved	West Group—Funeral Home in a B-1 district	Approved
Approved	Welch—Parking Lot in a B-1 district	DENIED
P&Z	FINAL PLATS	BOA
Approved	Western Crossing Development—Phase II	Approved
Approved	University Crossing Condo Plat Revision #1	Approved
Approved	Highway 12 Extension Property, Phase 1	Approved
Approved	Stark Crossing—Phase 3 Revision	Approved
Approved	Stark Crossing—Phase 4 Revision	Approved
Approved	Firestation Business Park	Approved
Approved	The Creamery at Central Station Phase One, Revised	Approved
Approved	Vine Street Cove Subdivision	Approved
Approved	Prefect Care Subdivision	Approved
Approved	Starkville Station RV Park	Approved
Approved	Belle Grove Condominiums—Phase 2	Approved
Approved	Residence Place	Approved
P&Z	PRELIMINARY PLATS	BOA
Approved	Starkville Station RV Park	Approved
Approved	Residence Place	Approved
Approved	Reed Place Subdivision	Approved

Please note: No meetings were held in January or February and two meetings were held in May and June.

PUBLIC HEARING (Sidewalk Ordinance 2009-07)

Alderman Jeremiah Dumas outlined changes being proposed to the Sidewalk Ordinance.

Mayor Pro Tempore Sandra Sistrunk opened the Hearing for comments from the general public.

FOR PROPOSED ORDINANCE	AGAINST PROPOSED ORDINANCE	NEITHER FOR NOR AGAINST PROPOSED ORDINANCE
Peter Ringold	Georgia Murphy	
Mark Duncan		
Mike Okhuysen		

**Mayor Pro Tempore Sandra Sistrunk** closed the public input portion of the Hearing and asked the Board for additional Comments.

**Alderman Ben Carver** expressed his opinion that scattered sidewalks may not be the best solution. He believes it to be quite embarrassing from an aesthetic or beautification view.

**Mayor Pro Tempore Sandra Sistrunk** closed the Public Hearing on the Sidewalk Ordinance 2009-07.

**Alderman Eric Parker** updated the Board regarding the Solid Waste and Recycling Committee. Over 1800 citizens have signed up for the Recycling Program. Ms. Boyd of Sanitation and Environmental Services have applied for and received a \$50,000.00 grant to purchase a new truck to be used for recycling. A recycling advertising campaign is being launched soon.

**Alderman Eric Parker** outlined proposed changes to the Sign Ordinance 2008-10.

22.

**A MOTION TO APPROVE CALLING A PUBLIC HEARING TO  
AMEND THE EXISTING SIGN ORDINANCE 2008-10 IN ORDER TO  
ALLOW FOR CHANGES IN ALLOWED SIZE AND PLACEMENT  
OF SIGNS AND FOR AMORTIZATION OF EXISTING NON-CONFORMING  
SIGNS AND OTHER PURPOSES**

There came for consideration the matter of amending the existing Sign Ordinance #2008-10 to allow for changes in size and location of signs, and to allow for an amortized period of requiring owners of existing non-conforming signs to comply. After discussion, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey to approve Calling a Public Hearing to amend the existing Sign Ordinance #2008-10 in order to allow for changes in allowed size and placement of signs, and for amortization of existing non-conforming signs and other purposes, the Board voted as follows:

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

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

23.

**A MOTION TO APPROVE ADVERTISING FOR REQUEST FOR QUALIFICATIONS (RFQ'S)  
FOR A CONSULTANT TO PREPARE A FORM BASED CODE AND MASTER PLAN FOR  
AREAS OF THE CITY**

There came for consideration the matter of seeking qualified candidates to prepare a Form Based Code master plan for areas of the City. After discussion, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker to approve advertising for RFQ's for a consultant to prepare a Form Based Code and Master Plan with changing the submission date to March 25, 2011 and deleting item 8 under the Evaluation of Submittals section.

Prior to the vote Alderman Dumas offered an amendment to the motion to change the submittal delivery date to March 25, 2011. Alderman Richard Corey seconded the amendment. The Mayor Pro Tempore called for the vote on the amendment, the Board voted as follows:

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

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

The Mayor Pro Tempore called for the vote on the original motion with amendments as approved, the Board voted as follows:

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

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

24.

**A MOTION TO APPROVE MODIFYING THE REPORTING STRUCTURE  
OF THE TRANSPORTATION COMMITTEE TO REPORT TO THE  
BOARD OF ALDERMEN INFRASTRUCTURE COMMITTEE**

There came for consideration the matter of the reporting structure of the Transportation Committee. After discussion, and

upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Ben Carver to modify the reporting structure of the Transportation Committee to report to the Board of Aldermen Infrastructure Committee.

Prior to the vote, Alderman Jeremiah Dumas offered an amendment to the motion to require all committees with budgetary implications to report to the Budget Committee. The amendment was seconded by Alderman Roy A'. Perkins and the Mayor Pro Tempore called for the vote on the amendment. The Board voted as follows:

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

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

The Mayor Pro Tempore called for the vote on the original motion as amended, the Board voted as follows:

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

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

25.

**A MOTION TO APPROVE THE SUBGRANT AGREEMENT #467Q611A  
IN THE AMOUNT OF \$126,585.00 WITH THE MISSISSIPPI DEPARTMENT  
OF HUMAN SERVICES ON BEHALF OF BRICKFIRE PROJECT**

There came for consideration the matter of Mississippi Department of Human Services Subgrant #467Q611A in the amount of \$126,585.00 to provide Child Care Services through Brickfire Project. After discussion, and

upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Henry Vaughn, Sr., to approve Subgrant Agreement #467Q611A in the amount of \$126,585.00 with the Mississippi Department of Human Services on behalf of Brickfire Project, the Board voted as follow:

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

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

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

**SUBGRANT AGREEMENT**  
**467Q611A**

**Subgrant Number:** \_\_\_\_\_

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 Early Childhood Program**, 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 March 14, 2011 and end on **March 14, 2012**.
5. Consideration and Method of Payment. The total amount to be paid to the Subgrantee by MDHS under this Subgrant is **\$94,597.00**. Any remaining amounts shall be paid by sources other than MDHS. The method of payment shall be on a Current Needs /cash advance basis as referenced below.

Current Needs/ Cash advance Basis

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

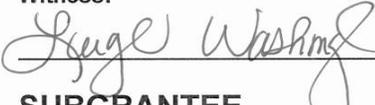
contained in Exhibit C, Standard Assurances Policy; Exhibit D; Debarment Policy; Exhibit E, Drug-Free Workplace Policy; and Exhibit F, MDHS Subgrantee Manual Acceptance Form.

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, this agreement has been made interchangeably executed by the parties hereto in duplicate originals.

**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES**

BY:   
Don Thompson  
Title: Executive Director  
Date: 3/14/11

Witness: 

**SUBGRANTEE**

BY:   
Parker Wiseman  
Title: Mayor City of Starkville Date: 3/3/2011

Witness: 

# EXHIBIT A

SCOPE OF SERVICES  
DIVISION OF EARLY CHILDHOOD CARE AND DEVELOPMENT  
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

SUBGRANTEE: *The City of Starkville*

A. Purpose:

The purpose of the Child Care Partnership Grant Program is to encourage local commitment to child care through community-generated financial resources that can be matched with Child Care development Funds (CCDF). The subgrantee will provide child care to children of eligible parents. 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 services to children in Priority Populations as follows:

- 1<sup>st</sup> Child Care for Temporary Assistance for Needy families TANF)
- 2<sup>nd</sup>. Child Care for Transitional Child Care (TCC)
- 3<sup>rd</sup>. Children of very low-income working parents(s) whose income is at or below the 50 percent of the State Median Income (SMI) who are at risk of going on TANF, in the following order:

- a. Children in Protective Services or Foster Care;
- b. Children with Special Needs;
- c. Children parent(s) deployed in the Mississippi National Guard or Reserve;
- d. Children of Teen Parent(s) currently enrolled in high school full time;
- e. Children of all other eligible parent(s) at this income level.

- 4<sup>th</sup>. Based upon the availability of funding, children of parent(s) working the required 25 hours per week whose income fall above 50 percent of the SMI and at or below 85 percent of the SMI

- 5<sup>TH</sup>. Based upon the availability of funding, children of parent(s) in an approved full-

time educational or training program and working less than 25 hours per week regardless of where the family income falls up to 85 percent of the SMI.

6<sup>th</sup>. Based upon the availability of funding, children of parent(s) in an approved full-time educational or training program and not working.

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 of Child Care Slots established by the Division of Early Childhood Care Development (ECCD)
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 Division of Early Childhood Care and Development (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 of Child Care Slots.
7. The Subgrantee will charge a private tuition rate that is no less than the rate reimbursed by ECCD. The reimbursement for ECCD will not exceed the approved Tier rate in the Subgrantee's budget.
8. The subgrantee will not request reimbursement for the 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 request and programmatic reports by the 10<sup>th</sup>. 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 an 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's Director.

13. 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
14. The Subgrantee will maintain up-to-date center operating policies, employee policies and written developmental activities.
15. The Subgrantee will attach a completed Absentee Sheet to the reimbursement request if any child is absent for three day or more at any one time.
16. The Subgrantee will notify ECCD in writing ninety days prior to the subgrant 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 Subgrant 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

## **TERMINATION FOR CONVENIENCE**

This subgrant agreement may be terminated for convenience, in whole or in part, as follows:

1. By MDHS with the consent of the Subgrantee, in which case the two parties shall agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated;  
or
2. By the Subgrantee upon written notification to MDHS, setting forth the reasons for such termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, if, in the case of a partial termination, MDHS determines that the remaining portion of the subgrant will not accomplish the purpose for which the subgrant was made, MDHS may, without the Subgrantee's consent, terminate the subgrant in its entirety.

## **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 ECCD 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  
RESPONSIBILITY FOR CLAIMS**

Each party shall be responsible for all claims, demands, liabilities, suits, damages, costs, and expenses of every kind, including court costs and attorney's fees, arising out of this agreement and caused by the party's own principles, agents, employees, contractors, or subcontractors while performing under this agreement solely to the degree and within the parameters permitted under sub-section 11-46-1 et. seq., Mississippi Code Annotated 1972. Further, the parties assume no liability for the actions or omissions of each other's agents, representatives, employees, contractors, subcontractors, or providers.

**SECTION VI  
BOND/INSURANCE**

This Section VI deleted as per agreement between the Attorney General's Offices representing the Mississippi Department of Human Services and City of Starkville.

**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, may 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 affected.

**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 ECCD 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 Division of Early Childhood Care and Development. 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 ECCD 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 Division of Early Childhood Care and Development, Mississippi Department of Human Services. ECCD 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 ECCD. 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 Division of Early Childhood Care and Development.

In the review before the Executive Director, the Subgrantee shall be afforded and opportunity to be heard and to offer evidence in support of its position on the question and decision under review. This 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 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 operation 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 and warrants 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 of these warranties may subject subgrantee to the following: (a) termination of this Agreement and ineligibility for any state of 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”

**REQUIRED CERTIFICATIONS**

**I. LOBBYING**

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

- G. 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;
- H. 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;
- I. 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.

**REQUIRED CERTIFICATIONS (Continued)**

**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 offense 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) 143 Westside Drive, 151 Long Street, 197 Pecan Acres and 300 Peoples Street, Starkville, MS 39758

**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:  
Copy Attached

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:

Copy Attached

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:

NONE

**REQUIRED CERTIFICATIONS (Continued) Page 4**

**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.

N/A

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. N/A

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: City of Starkville, Child Development Program

SUBGRANTEE ADDRESS AND ANY OTHER ADDRESSES THE SUBGRANTEE HAS USED:

101 Lampkin St, P. O. Box 80294 and 143 Westside Drive, Starkville Ms. 39759

TYPED NAME AND TITLE OF THE SUBGRANTEE'S AUTHORIZED REPRESENTATIVE  
Parker Wiseman, Mayor of the City of Starkville

SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE AND DATE:

X  Date: 3-3-11

**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

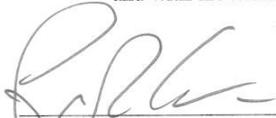
any other non-discrimination provisions in the specific statute(s) under these monies will be granted or awarded and the requirements of any other non-discrimination statute(s) which may apply to this subgrant or award.

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; (i) 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.

  
 \_\_\_\_\_  
**SIGNATURE**  
 Mayor, City of Starkville

3/3/2011  
 \_\_\_\_\_  
**DATE**  
 City of Starkville, Child Development Program

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**ORGANIZATION**

**Exhibit D**

***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 City of Starkville, 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.

 \_\_\_\_\_  
Signature Date

Mayor, City of Starkville, Child Development Program

\_\_\_\_\_  
Title/Organization

Exhibit E

Division of Early Childhood Care and Development  
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 Division of Early Childhood Care and Development, MDHS, to reject any or all applications.

Name: [Signature] Signature

Organization: City of Starkville, Child Development Program

Date: 3/3/11

Witness: Markeeta Outil

Organization: City of Starkville

Date: 3/3/11

**Exhibit F**

**Division of Early Childhood Care and Development  
Mississippi Department of Human Services**

*Subgrantee Depository Information*

Parker Wiseman, Mayor the City of Starkville  
I, \_\_\_\_\_ of \_\_\_\_\_ (subgrantee organization) hereby  
acknowledge and understand that per Section XII.E of Exhibit B of my Subgrant with the Division of  
Early Childhood Care and Development (ECCD), 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 ECCD: the name, address, and bank account number which shall act as  
depository for funds that will be used in expenditure of the Subgrant funds.

Bank First

Name of Bank: \_\_\_\_\_  
Russell Street  
Address: \_\_\_\_\_  
Starkville, MS 39759  
City, State, Zip Code: \_\_\_\_\_  
5703814  
Account Number: \_\_\_\_\_

26.

**A MOTION TO APPROVE A CONTRACT WITH BRICKFIRE  
PROJECT TO ADMINISTER SUBGRANT AGREEMENT  
#467Q611A FROM THE MISSISSIPPI DEPARTMENT OF HUMAN  
SERVICES IN THE AMOUNT OF \$126,585.00**

There came for consideration the matter of contracting with Brickfire Project to administer the Mississippi Department of Human Services Subgrant #467Q611A in the amount of \$126,585.00. After discussion, and

upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Henry Vaughn, Sr., to approve a Contract with Brickfire Project to Administer Subgrant #467Q611A from the Mississippi Department of Human Services in the amount of \$126,585.00, the Board voted as follow:

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

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

**-AGREEMENT**

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, Inc. D/B/A "Brickfire Project" (hereafter "Brickfire Project") as of the 1st day of March, 2011.

**WITNESS**

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

WHEREAS, Starkville is the Sub-grantee for the Mississippi Department of Human Services Childcare Grant, and

WHEREAS, the Brickfire Project is a non-profit organization and a lower tier sub-grantee for the Department of Human Services located in Starkville, and

WHEREAS, Starkville and the Brickfire Project desire to maintain a relationship for the purpose of obtaining grant funds to provide for child care services to serve Starkville's residents,

NOW, THEREFORE, in consideration of the mutual covenants set forth below, Starkville and 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 Childcare Grant Reference #467Q611A.

2.2 Brickfire Project shall provide documents related to the Mississippi Department of Human Services Childcare 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 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."

4.2 Starkville shall act as a Grant recipient for the grant from the Department of Human Services, Grant #467Q611A 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 will remain in effect through the life of the above referenced grant, or until either party has given ninety days notice of termination of the Agreement, whichever comes first. Notwithstanding 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, any such prohibited assignment shall be void.

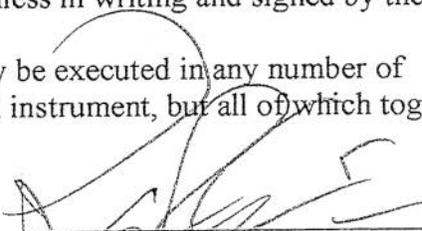
**9. Indemnification.** The Brickfire Project, along with its directors, officers, employees, representatives, agents, insurers, and/or assigns, agree to assume the defense, hold harmless, and fully indemnify Starkville from any and all claims, suits, judgments, damages, attorney's fees, costs and any 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. 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.

11. 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.

12. 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.

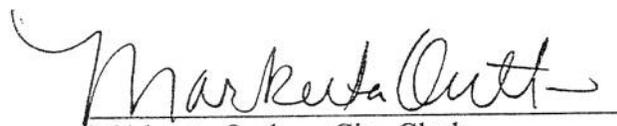
13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original instrument, but all of which together shall constitute one and the same Agreement.



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



\_\_\_\_\_  
Helen Taylor, CEO  
Brickfire Project



\_\_\_\_\_  
Markeeta Outlaw, City Clerk  
City of Starkville, MS

Alderman Ben Carver exited the meeting room.

27.

A MOTION TO APPROVE CLAIMS FOR THE  
FIRE DEPARTMENT FOR THE  
PERIOD ENDING FEBRUARY 25, 2011

There came for consideration the matter of approving claims submitted by the City of Starkville's Fire Department. After discussion, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., to approve the Fire Department claims for the period ending February 25, 2011, the Board voted as follow:

Alderman Ben Carver	Voted: <u>Recusal</u>
Alderman Sandra Sistrunk	Voted: <u>Presiding</u>
Alderman Eric Parker	Voted: <u>Yea</u>
Alderman Richard Corey	Voted: <u>Yea</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Yea</u>

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

FIRE DEPARTMENT CLAIMS  
PERIOD ENDING JANUARY 27, 2011  
DOCKET #02-01-11-A

FIRE DEPARTMENT	001-161	\$7,665.97
FIRE PREVENTION	001-162	\$ 356.12
FIRE TRAINING	001-163	\$ 1,236.00
FIRE COMMUNICATIONS	001-164	\$4,030.37
FIRE STATIONS & BLDGS	001-167	\$8,338.93
	<b>TOTAL</b>	<b>\$21,627.39</b>

**NOTE:** Alderman Ben Carver rejoined the meeting.

28.

**A MOTION TO ACCEPT THE LOWEST AND BEST RECYCLING PROPOSAL  
SUBMITTED BY WASTE MANANGEMENT OF MISSISSIPPI  
AT A COST OF \$750.00 PER HAUL**

There came for consideration the matter of recycling services for the City of Starkville. Proposals for recycling services were received and submitted to the Board. It was determined that Waste Managements proposal of \$750.00 per haul was lowest and best bid received. After discussion, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, to accept the lowest and best recycling proposal submitted by Waste Management of Mississippi at a cost of \$750.00 per haul, the Board voted as follow:

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

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

NAME	PROPOSAL AMOUNT	APPARENT BEST PROPOSAL
Waste Management, Inc. Belden, MS	\$750.00/haul	Apparent Best Proposal
Blubox Columbus, MS	\$9,653.00/month	
Starkville Recycling, Inc. Starkville, MS	115,690.00/annually	

NOTE: Waste Management, Inc. was determined to be the lowest and best proposal based on an approximated 2 hauls per week @ 750.00 per haul equates to \$6,000.00 per month; or \$78,000.00 per year.

29.

**A MOTION TO RECESS UNTIL 5:30 P.M.  
TUESDAY, MARCH 15, 2011**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., to recess until Tuesday, March 15, 2011, at 5:30 p.m.; said meeting will be held in the Courtroom/Boardroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS., the Board voted as follow:

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

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

SIGNED AND SEALED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2010.

\_\_\_\_\_  
MARKEETA OUTLAW, CITY CLERK

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

(SEALED)