City of Gulfport, Mississippi

Agenda

City Council

2309 15th Street
Gulfport, MS 39501

Wednesday, August 30, 2017	**3:30 PM**	***Gulfport City Hall Council Chambers***

Declaration of a special called meeting

Policy Issues

1	Consideration - of a joinder request on behalf of Mississippi Power.
2	Resolution - by the Gulfport City Council authorizing the Mayor to declare the existence of a state of emergency due to the threat of storm winds, excessive rains and high water from tropical storm Harvey.
3	Resolution - declaring a number of generators (municipal personal property) to be surplus property which is no longer used or needed by the municipality and declared to have no value to the municipality and authorizing donation of same to the City of Rockport, Texas and for related purposes.
4	Authorization - for personnel to travel out-of-state for relief efforts to Texas.
5	Resolution - authorizing acceptance of Victims Of Crime Act (VOCA) Grant Number VA-GX-4034 and authorizing the Mayor and/or designee to execute the same.
6	Resolution - authorizing acceptance of the Violence Against Women Act (VAWA) Grant Number 2016-VA0STOP-062 and authorizing the Mayor and/or designee to execute the same.
7	Update of Harrison County Utility Authority MOU.

Executive Session

Memorial Adjournment

- **Mr. Melvin Evans**
- **Mr. Jim Pinkston**

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2017, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE MAYOR TO DECLARE THE EXISTENCE OF A STATE OF EMERGENCY DUE TO THE THREAT OF STORM WINDS, EXCESSIVE RAINS AND HIGH WATER FROM TROPICAL STORM HARVEY

WHEREAS, the City of Gulfport (herein "**the City**" or "**Gulfport**"), and all areas within its bounds are threatened by Tropical Storm "Harvey", a tropical system with potential to cause catastrophic damage including, but not limited to, wind damage and flash flooding in an area near or including Gulfport and Harrison County; and

WHEREAS, precautions and preparations need to be enacted to allow the officials of Gulfport and Harrison County to mobilize their efforts, and to take such action as may be deemed appropriate to protect the safety of persons and property within the City of Gulfport and Harrison County, from disaster or peril that may occur as a result of windstorm and flood conditions and the aftermath thereof; and

WHEREAS, and the Mayor and the City Council of the City of Gulfport, as its governing authority, desire hereby to vest in the Mayor, his directors and specified department heads, and the Harrison County Civil Defense Director or emergency operations coordinator the authority, power and resources to perform emergency acts and to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County; and

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That a **state of emergency exists and is hereby officially declared** in order to prepare for the threat of high winds and storm water and potential flood conditions, and shall continue until the Mayor determines that conditions warrant the termination thereof.

SECTION 3. The Mayor, as Chief Executive Officer of the City of Gulfport is hereby vested with all emergency authority to proclaim such emergency and to act in his discretion in the interest of public safety and welfare of the City of Gulfport as provided by law in such emergencies and to invoke special emergency authority, including, but not limited to Sections 45-17-1, et seq., Sections 33-15-1, et seq., and Sections 21-35-19, et seq., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and to invoke emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi.*

SECTION 4. That the Department of Public Works, the Department of Leisure Services, the Police Department, and the Fire Department, from and during the time that the Mayor declares existence of an emergency, shall be subject to direction and control in duality with the Mayor and the Civil Defense Director of Harrison County, according to Section 1-70 of the *Code of Ordinances of the City of Gulfport*; and overtime and administrative leave shall be granted and/or paid in accord with the applicable adopted policies of the City.

SECTION 5. That this Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/ administrative officer, and as the governing authority, respectively, of the City

of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport, including emergency spending authority to include the issuance of credit cards for use for emergency expenditures for City emergency services.

SECTION 6. This Resolution shall be in full force and effect as of _____PM CST on August 30, 2017, and shall be spread upon the minutes of the Governing Authority.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2017.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2017.

_____

MAYOR

A PROCLAMATION BY THE MAYOR OF THE CITY OF GULFPORT DECLARING A CIVIL AND/OR LOCAL EMERGENCY TO EXIST AS A RESULT OF A THREATENED OR EXISTING NATURAL DISASTER

WHEREAS, the Mayor of the City of Gulfport, Mississippi, does hereby declare and proclaim that a "**state of emergency**" exists in the City of Gulfport, Mississippi, as of _____ _.M., CST, on _____, as a result of an imminent threat of a "natural disaster" resulting from tropical rains and winds and/or Hurricane/Tropical Storm Harvey and related conditions (rain, wind, lightening, hail, flooding, etc.) projected to continue in the area on or about August 28-31, 2017, and impact an area that includes the City of Gulfport and Harrison County in the State of Mississippi; and the undersigned Mayor of the City of Gulfport, as the Executive/Administrative officer of the City of Gulfport, and under authority of §45-17-3, et seq., *Miss. Code Ann.*, and related statutes, finds and declares that a "Civil Emergency" presently exists in the City of Gulfport, Mississippi, and/or under authority of § 33-15-17(d), *et seq*., *Miss. Code Ann*. and related statutes, finds and declares that a "Local Emergency" presently exists in the City of Gulfport, Mississippi;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that due to a natural disaster, or imminent threat thereof within the geographic limits of the City of Gulfport causing or threatening to cause injury or death to persons and/or destruction of property to such an extent that extraordinary measures must be taken to protect the public health, safety and welfare, as of _____ _.M., on _____, a "Civil Emergency" and/or a "Local Emergency" in the City of Gulfport are hereby declared to exist as a result of the tropical rains and winds and/or Hurricane/Tropical Storm Harvey and related conditions (rain, wind, lightening, hail, flooding, etc.) that are expected to impact the City of Gulfport and surrounding areas on or about August 28-31, 2017; and

IT IS FURTHER PROCLAIMED and declared that said state of emergency shall be deemed to continue to exist in the City of Gulfport until its termination is ordered and proclaimed by the Mayor or Governing Authority; a copy of this proclamation is hereby filed with the Municipal Clerk of the City of Gulfport, and made a public record.

SO ORDERED AND PROCLAIMED on this the ___day of _____, 2017.

_____

Filed and Attested by: **MAYOR**

_____

City Clerk

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2017, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL DECLARING A NUMBER OF GENERATORS (MUNICIPAL PERSONAL PROPERTY) TO BE SURPLUS PROPERTY WHICH IS NO LONGER USED OR NEEDED BY THE MUNICIPALITY AND DECLARED TO HAVE NO VALUE TO THE MUNICIPALITY AND AUTHORIZING DONATION OF SAME TO THE CITY OF ROCKPORT, TEXAS, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport is in possession seventy-five (75) generators which are more fully described in Exhibit A which is attached hereto; and

WHEREAS, the aforementioned and described generators are no longer of any use to the City of Gulfport because of their age, condition or other factors specific to each generator; and

WHEREAS, the Governing Authority of the City of Gulfport according to § 21-17-1, § 17-25-25, and § 31-7-13 (m)(vi) of the Mississippi Code of 1972, as amended, is vested with authority to determine when personal property belonging to the municipality is surplus, and to make disposition thereof; and

WHEREAS, the City of Gulfport proposes to donate the aforementioned generators to the City of Rockport, Texas, as is, and is authorized to do so pursuant to and § 31-7-13 (m)(vi) of the Mississippi Code of 1972, as amended, upon a finding by the governing authority that doing so (sale at below market value) is in the best interest of the taxpayers of the state; and

WHEREAS, the Governing Authority of the City of Gulfport fully recognizes the amount of support that poured into the State of Mississippi and City of Gulfport from the State of Texas after Hurricane Katrina and recognizes that the citizens and residents of the State of Texas are in need of that same support after the events of Hurricane Harvey; and

WHEREAS, it is the in the best interest of the tax payers of the state and the City of Gulfport to pay forward the relief efforts and support that were afforded to them by the State of Texas after the events of Hurricane Katrina; and

WHEREAS, the Governing Authority of the City of Gulfport finds that the aforementioned and described generators are of no further value to the City of Gulfport due to their condition, age or other factors specific to them and further finds that the City of Gulfport is authorized to donate the same to the City of Rockport, Texas, under authority cited elsewhere herein, as the governing authority finds that the said donation (sale for below market value) is in the best interest of the tax payers of the state and the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the aforementioned and described generators, due to their age, condition, or other factors is hereby declared to be surplus personal property of the City of Gulfport, having no value to the City and being a burden to the City of Gulfport.

Section 3. That the said generators be and they are hereby authorized for donation to the City of Rockport, Texas, in accord with § 21-17-1, § 17-25-25, and § 31-7-13 (m)(vi) of the Mississippi Code of 1972, as amended, and findings made herein, and the Mayor is hereby authorized and empowered to sign and execute any and all documents that may be required to record such transfer of the ownership of the generators with the sale or conveyance or transfer of the personal property conditioned upon the donee's agreement to take the items of personal property "as is" without any warranty or guarantee of any kind and to agree that it will hold the City of Gulfport harmless and indemnify the City from any claims related to the generators that may arise after the sale and transfer of the vehicle.

Section 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2017.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2017.

_____
MAYOR

DESCRIPTION	MASTER	TAG #	SERIAL/PARCEL	LOCATI	LOCATION DESC	DEPAR	DATE ACQ
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0011398	040617877	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013753	040618030	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013754	040618335	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013757	040618250	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013758	040618240	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013759	040618394	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013760	040618243	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013761	040618193	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013762	040008176	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013763	040618460	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013764	040618014	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013765	040618296	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013766	040618624	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013767	040618212	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013768	040618213	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013769	040618392	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013770	040618338	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013771	040618302	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013772	040618444	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013773	040600453	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013774	040600580	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013775	040601185	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013776	040020352	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013777	04083615	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013778	04083639	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013779	040610499	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013780	04081696	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013781	040618149	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013908	040617877	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013950	040618327	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013951	040618462	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013952	040618045	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013953	040618218	1011	ARMORY 3310 - 17TH STREET	145	09/30/05

GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013954	040618171	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013956	040618615	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013957	040618548	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013958	040617877	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013959	040617969	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013960	040618536	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013961	040618538	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013962	040617876	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013964	040618503	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013965	040618353	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013966	040616407	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013967	040618442	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013968	040617877	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013969	040618246	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013970	040618192	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013971	040618021	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013972	040618016	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013973	040618241	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013974	040616201	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013975	040618443	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013976	040618604	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013977	040618025	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013978	040618562	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013979	040618227	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013980	040618028	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013981	040618187	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013983	040617983	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013984	040618410	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013986	040618022	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013988	040618614	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013989	040618461	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013990	040618029	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013992	040618027	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013993	040618182	1011	ARMORY 3310 - 17TH STREET	145	09/30/05

GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013994	040618249	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013995	040618584	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013996	040618036	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013997	040618469	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0013998	040618197	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014000	040618613	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014001	040618300	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014002	040611846	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014003	040618295	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014004	040618298	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014005	040618463	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014289	040618217	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014290	040618033	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014291	040618497	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014292	040618015	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014308	040618199	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014309	040618459	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014311	040618200	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014312	040618035	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014313	040618317	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014314	040618360	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014315	040618039	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014316	040618183	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014317	040618626	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014318	040618609	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014319	040617960	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014320	040618566	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014321	040618464	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014322	040618449	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014323	040618315	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014324	040618415	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014325	040618089	1011	ARMORY 3310 - 17TH STREET	145	09/30/05

GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014326	04061797	1011	ARMORY 3310 - 17TH STREET	145	09/30/05
GENERATOR 110VOLT 60HZ 6.5HP JF200	CALIFORNIA	0014327	040618607	1011	ARMORY 3310 - 17TH STREET	145	09/30/05

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Legal

Date: 08/30/2017

Subject: Resolution - authorizing acceptance of Victims Of Crime Act (VOCA) Grant Number VA-GX-4034 and authorizing the Mayor and/or designee to execute the same.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2017, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE CITY OF GULFPORT TO ACCEPT VICTIMS OF CRIME ACT GRANT NUMBER VA-GX-4034 AND TO AUTHORIZE THE MAYOR AND/OR OTHER REQUESTED OFFICIAL TO EXECUTE ANY AND ALL DOCUMENTS AS REQUIRED TO ACCEPT AND ADMINISTER THE GRANT

WHEREAS, the City of Gulfport, by and through the City of Gulfport Legal Department/Prosecutor's Office, was granted permission and authorization by the City Council to apply for a grant through the State of Mississippi, Department of Health, for funding for a full time Victim Services Advocate as a part of the Prosecutor's Domestic Violence Program; and

WHEREAS, the authorized grant application was submitted, and the City has recently been advised that the City is the recipient of a Victims Of Crime Act (VOCA) in the amount of $49,438.00 (with a $$12,359.00 in kind match for a total of $61,797.00) as more fully set forth in the memorandum from Jeff Bruni, City Attorney, which is attached hereto as Exhibit "A"; and

WHEREAS, the City of Gulfport seeks authorization of the City Council to accept the aforementioned grant and seeks authorization for the Mayor and/or other official required by the State of Mississippi, Department of Health, as noted, to execute those documents as may be required to accept and administer the grant.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the City of Gulfport, by and through its Legal Department, be and it is hereby authorized to accept the Victims of Crime Act grant (No. VA-GX-4034) in the amount of $49,438.00 (with a $$12,359.00 in kind match for a total of $61,797.00), the details of which are more fully set forth in the Memorandum from Jeff Bruni, City Attorney, attached hereto as

Exhibit "A" and the Mayor (or other requested official) be and hereby is authorized to execute and deliver any and all documents as may be required to accept and administer the grant.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2017.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2017.

APPROVED:

_____

MAYOR

MEMORANDUM

TO: Mayor Billy Hewes: Attention Dr. John Kelly, CAO
Council President F.B. "Rusty" Walker, IV
Councilman Kenneth L. Casey, Sr.
Councilwoman Ella Holmes-Hines
Councilman Ron Roland
Councilman Myles Sharp
Councilman R. Lee Flowers
Councilwoman Cara Pucheu

FROM: Richard Smith, City Prosecutor
Jeff Bruni, City Attorney

SUBJECT: Authorization to accept VOCA Grant

DATE: August 23, 2017

Please place this item described below on the September 5, 2017 Council agenda or such other Council agenda as may be convenient.

Subject: Authorization to accept grant from the Mississippi Department of Health.

Authorization is requested to accept grant funding during the 2017-2018 fiscal year under the **Victims of Crime Act Victims Assistance Program**. This grant requires an in-kind match in the amount of $12,359.00. This grant award will allow the Prosecutor's Office to provide victims of domestic violence and other violent crimes the services of a Victim's Services Advocate from 07/01/17 until 06/30/18.

Your consideration of this request and continued support of the City Prosecutor's domestic violence program is sincerely appreciated.

SUB-GRANTEE AGREEMENT
FACE SHEET

(Face Sheet for Department Use Only)

Project ID: SG-275 | Due Date: 07/01/2017 | New ☐ | Renewal ■ | Modification ☐ of

Name of Organization: City of Gulfport-Prosecutor's Office

Contact Person: Richard Smith | Title: Prosecutor

EIN #: 64 - 6000413 | DUNS #: 08 -344 -1931 | Telephone #: 228-563-5045

Street Address: 2218 15th St. | Post Office Box: 1182

City: Gulfport | State: MS | Zip Code: 39501 | Email: rcsmith@gulfport-ms.gov

Give the title of the sub-grant brief description of the nature of the sub-grant.

Title: FFY15 SS VOCA
Description: direct services for victims of crime

Start Date: 07/01/2017 | End Date: 06/30/2018 | Cost Share or Match *(N/A if none)*: $12,359.00

Total Sub-grant Amount: $49,438.00 | Payment Basis: Monthly ■ | Quarterly ☐ | Annually ☐

Amount of funding for last FY: N/A | Federal Grant ■ | Private Grant ☐ | State Funds ☐

If it is a federal grant: Award #: 2015-VA-GX-4038 | Federal Aid #: N/A | CFDA #: 16.575

Cost Center(s)	1301070707
Functional Area(s)	13010101000000DV

Internal Order(s)
3000018298

Required Attachments

- ☐ Determination Worksheet
- ■ Conflicts of Interest
- ☐ Additional Terms of Agreement
- ■ Scope of Work
- ■ Budget Justification/Narrative
- ☐ Approved Federal Indirect Rate
- ■ Applicable Assurances
- ☐ Other _____

Personnel Cost	
Salaries	$ 31,200.00
Fringe	$ 12,087.00
Total	$ 43,287.00

Travel Cost	
Mileage	$ 803.00
Meals	$ 448.00
Lodging	$ 660.00

Service Area(s): Statewide ■ | District ☐

If in a district, list all counties: _____

Mississippi State Department of Health
Sub-Grant Agreement

Mississippi State Department of Health Sub-Grant Agreement

with City of Gulfport-Prosecutor's Office

Agreement No. VA-GX-4038

SECTION 1.0: Parties to the Agreement

This agreement is made this the 30th day of June, 2017, by and between the Mississippi State Department of Health, hereinafter referred to as MSDH, and City of Gulfport-Prosecutor's Office, hereinafter referred to as Sub-Grantee.

SECTION 2.0: Period of Performance

This agreement shall be in effect from July 1, 2017 through June 30, 2018.

SECTION 3.0: Purpose

This agreement is established for the purpose of defining the rights and duties of the parties regarding the grant known as FFY 15 SS VOCA.

SECTION 4.0: Responsibilities of MSDH and Sub-Grantee

4.1 MSDH Responsibilities:

4.1.1 Review and approval of invoices and periodic reports.

4.1.2 Review of progress reports on the ongoing activities regarding the sub-grant.

4.1.3 Oversight of work and services provided by Sub-Grantee.

4.1.4 Other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

4.2 Sub-Grantee Responsibilities:

4.2.1 The Sub-Grantee is responsible for implementing the work and services as set forth in their proposal and attached as outlined in the attached Scope of Work.

4.2.2 The costs incurred must be in accordance with the approved Budget, hereby incorporated and attached hereto, and shall not exceed $49,438.00 unless properly modified and approved. Prior written approval shall be required before deviating from the approved budget.

4.2.3 Other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

SECTION 5.0: Budget and Finance

5.1 **Sub-Grant Value.** Absent a modification in the form required by this agreement, the total amount to be paid by MSDH to Sub-Grantee under the terms of this agreement shall not exceed the amount previously stipulated in Section 4.2.2 of this agreement. All payments made under this agreement shall represent services rendered or actual costs incurred. Sub-Grantee is responsible for any commitments or expenditures in excess of the amounts authorized by MSDH.

5.2 **Invoices.** The Sub-Grantee shall submit invoices, as required and in accordance with the grant associated with this agreement or as instructed by MSDH and attached hereto.

5.3 **Reimbursement.** The Sub-Grantee assumes sole responsibility for reimbursement to the granting or funding agency of a sum of money equivalent to the amount of any expenditures disallowed should the granting agency, funding agency, or any other authorized agency rule through an audit exception or some other appropriate means, that expenditures from funds allocated to the Sub-Grantee for direct and/or indirect costs were not made in compliance with the regulations of the granting or funding agency or the provisions of the agreement.

5.4 **Record Maintenance.** The Sub-Grantee agrees to maintain books, records and documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this agreement to the extent and in such detail as will properly reflect all costs and expenses of whatever nature for which reimbursement is claimed. Such book, records and documents shall be maintained by the Sub-Grantee for three (3) years from the date of close-out or in accordance with the provisions of the grant associated with this agreement, whichever is longer. The books of account and other records which are applicable shall be available with reasonable notice for inspection, review and audit by MSDH to determine proper application and use of all funds paid to the Sub-Grantee.

5.5 **Record Inspection and Audit.** MSDH, any sponsor or funding source, the State of Mississippi, any regulatory body of the United States overseeing the grant associated with this agreement, and/or any other authorized representative of any of the foregoing, shall have access to and the right to examine all records, books, papers, or documents which are directly pertinent to, or related to the sub-grant award for the purpose of audit, examination, excerpts, and/or transcripts.

5.6 **Purchased Equipment.** Equipment should not be purchased unless itemized in the approved budget or in accordance with the grant associated with this agreement. The use and disposition of any equipment purchased by the Sub-Grantee shall be in accordance with the grant associated with this agreement.

SECTION 6.0: Modification

6.1 This agreement may need to be modified, changed or altered due to changing circumstances. Therefore, it is agreed that MSDH or the Sub-Grantee may request modification and that this modification will be prepared in writing and presented to the other party for approval or rejection. Work or purchases relating to any items not specifically outlined by this agreement, the Sub-Grantee's proposal or the grant associated with this agreement may not be paid for unless both parties agree to and execute a written amendment to this agreement.

SECTION 7.0: Assignment

7.1 Obligations under this agreement may not be assigned by the Sub-Grantee without prior written approval of MSDH, or in accordance with the grant associated with this agreement.

SECTION 8.0: Standard Terms and Conditions

The Sub-Grantee Certifies and Agrees to the following:

8.1 **Authority to Accept Award.** The Sub-Grantee certifies that it has legal authority to apply for the sub-grant and has the institutional, managerial, and financial capability (including where applicable, funds sufficient or in-kind match to pay the applicant's share of the project cost) to ensure proper planning, management, and completion of the project described in this proposal. The Sub-Grantee further certifies (a) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (b) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

8.2 **Conflict of Interest.** The Sub-Grantee will establish or maintain 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.

8.3 **Applicable Laws.** This Sub-Grant Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of law provisions, and any litigation with respect thereto shall be brought in the courts of the state.

8.4 **Compliance with Laws.** The Sub-Grantee shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, and any others as required by the grant that is the subject of this agreement, as they now exist and as they may be amended or modified.

8.4.1 **Equal Opportunity.** The Sub-Grantee understands that the State is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Sub-Grantee agrees during the term of the agreement that the Sub-Grantee will strictly adhere to this policy in its employment practices and the provision of services.

8.4.2 **Employment Verification.** The Sub-Grantee will ensure its compliance with the Mississippi Employment Protection Act, §71-11-1, et seq., of the Mississippi Code Annotated, as Amended, and will register and participate in the status verification system for all newly hired employees as required.

8.4.3 **Federal Law.** Sub-Grantee will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; and (e) the requirements of any other nondiscrimination statute(s) which may apply to the proposal.

8.4.4 **Program Specific Law.** Sub-Grantee will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this grant or program.

8.5 **Sub-Grantee Status.** Sub-Grantee agrees that no act performed or representation made, whether oral or written, by the Sub-Grantee with respect to third parties shall be binding on MSDH. The Sub-Grantee shall, at no time act as an agent for MSDH. Nothing herein shall be deemed or construed by MSDH, the Sub-Grantee, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between MSDH and the Sub-Grantee.

8.6 **Representation Regarding Contingent Fees and Gratuities.** Sub-Grantee represents that it has not offered, given, or agreed to give or accepted a solicitation or demand for gratuity or offer of employment in connection with any decision or preparation regarding the award of this sub-grant, nor has it retained a person to solicit or secure a sub-grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Sub-Grantee's bid or proposal.

8.7 **Public Records Clause.** MSDH has the responsibility to oversee and monitor all phases of this Sub-Grant Agreement. Therefore, MSDH shall be responsible for responding to

any public records requests pursuant to the Mississippi Public Records Act, Section 25-61-1 *et seq.,* Miss. Code Ann. Documents and records associated with this agreement, including but not limited to, this agreement, proposals, communications, payment requests, etc., may be deemed public records. MSDH shall respond to requests addressed to either of the parties herein. The Sub-Grantee shall notify and provide a copy of any public information request addressed to the Sub-Grantee within one (1) working day. Upon receipt of said request, MSDH shall respond to the request for public information as required by the Mississippi Public Records Act. No party to this agreement shall be liable to the other party for disclosure of information required by court order or required by law.

8.8 **Release of Information.** MSDH, as the State management, regulatory, and enforcement agency, shall have the exclusive right to release data and information acquired as a result of this agreement to the press and public. The Sub-Grantee may release information obtained from this agreement only after obtaining written permission from MSDH.

8.9 **Return of Reports, Data, ETC.** Upon conclusion of this agreement, MSDH may request the return of any reports, data, and other information related to this agreement. The Sub-Grantee retains the right to materials used in the performance of the agreement, which were developed by the Sub-Grantee with non-MSDH funds. The MSDH is granted non-exclusive license to copy the materials for use within the State of Mississippi.

8.10 **Confidentiality.** Confidential or proprietary information under this Agreement shall not be disclosed by either party. The Sub-Grantee and MSDH agree to treat as confidential and not disclose to any third party without prior written consent information or data which is disclosed under this Agreement and identified as confidential ("Confidential Information"). Notwithstanding the above, the parties acknowledge that the Mississippi Access to Public Records Act governs the disclosure of public records.

8.11 **HIPAA Compliance.** Sub-grantee agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, and any amendments therefore, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this agreement.

8.12 **Liability.** MSDH's liability, as an entity of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated § 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering the liability or of eliminating any defense available to the State under statute. Each party agrees to cooperate with the other party in the investigation of any claim of liability associated with this agreement.

Section 9.0 Termination and Notice

9.1 **Right to Terminate.** Either party to this agreement may terminate this agreement by written notice (via U.S. certified mail, return receipt requested) of termination to the other party in accordance with the "Notices" section of this agreement. Except as provided below, all obligations under this agreement shall cease at the expiration of thirty (30) calendar days from receipt of written notice by the non-terminating party of the notice of termination.

9.2 **Costs.** Sub-Grantee shall be paid for costs incurred at the time of termination, if any, and shall deliver to MSDH an invoice for costs incurred. It is expressly understood payment is subject to the "Availability of Funds" as stated in this agreement.

9.3 **Availability of Funds.** It is expressly understood and agreed that the obligation of the MSDH to proceed under this agreement is conditioned upon the availability of funds from the responsible party and/or the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, this agreement between the MSDH and Sub-Grantee shall be terminated upon notice by MSDH to Sub-Grantee of the same. Termination of this agreement due to lack of funding will be immediate following notice of such termination by MSDH to Sub-Grantee. The effective date of termination shall be as specified in the notice of termination.

9.4 **Notices.** Notices of termination and any other notices required to be given under this agreement by each party shall be mailed or e-mailed to the following addresses:

For Grantor

NAME:	Christy Ainsworth
TITLE:	Director
ADDRESS:	715 S Pear Orchard, Suite 102
	Ridgeland, MS 39157
E-MAIL:	christy.ainsworth@msdh.ms.gov
TELEPHONE:	601-206-1545

For Sub-Grantee

NAME:	Richard Smith
TITLE:	Prosecutor
ADDRESS:	2218 15th St
	Gulfport, MS 39501
E-MAIL:	rcsmith@gulfport-ms.gov
TELEPHONE:	228-563-5045

Section 10.0 Enforceability

10.1 THIS AGREEMENT IS NOT FULLY EXECUTED OR LEGALLY BINDING UNTIL SIGNED BY THE MSDH CHIEF ADMINISTRATIVE OFFICER. Any work performed prior to the full execution of this agreement may not be reimbursed.

IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Department of Health

Chief Administrative Officer Contract **EXECUTED** With This Signature	Date
Office Director/Originator Contract ACKNOWLEDGED Only	Date

For the SUB-GRANTEE:

Sub-Grantee Authorized Signature and **Title**	Date

CONFLICTS OF INTEREST

(Please attach additional pages, as needed, to address each question)

1. List all other current contracts with MSDH. **Include** the dollar amount with the contract beginning and ending dates.

MSDH Program Name	Dollar Amount	Beginning Date	Ending Date
STOP GRANT	42,631	JULY 1, 2016	JULY 1, 2017
STOP GRANT - INTENT TO GRANT NOTICED	58,361	JULY 1, 2017	JULY 1, 2018

2. Please list each member's name of your organization's Board of Directors or other governing body (i.e., trustees, alderman, partners, owner).

RONALD ROLAND
MYLES SHARP
ELLA HOLMES-HINES
F.B. "RUSTY" WALKER, IV

ROBERT FLOWERS
KENNETH CASEY, SR.
CARA L. PUCHEU

a. ***Are any members of the governing body or project staff also MSDH employees?*** ☐Yes ■No

If the **answer is YES**, please list the name of each employee and their position held with MSDH.

b. ***Are any members of the governing body or project staff also spouses, parents, or children of MSDH employees?*** ☐Yes ■No

If the **answer is YES**, please list the name of each employee and their position held with MSDH.

[signature] Prosecutor 7-10-17

SUB-GRANTEE Signature | Title | Date

ADDITIONAL TERMS OF AGREEMENT

(Please use this page for addition, deletion or any other type of modification of the agreement; pages 1-7)

N/A

THESE ADDITIONAL TERMS OF AGREEMENT ARE NOT FULLY EXECUTED OR LEGALLY BINDING UNTIL SIGNED BY THE MSDH CHIEF ADMINISTRATIVE OFFICER. Any work performed prior to the full execution of this agreement may not be reimbursed.

IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Department of Health:

Chief Administrative Officer — Date
Contract **EXECUTED** With This Signature

Office Director/Originator — Date
Contract ACKNOWLEDGED Only

For the SUB-GRANTEE:

Sub-Grantee Authorized Signature and **Title** — Date

SCOPE OF WORK

GOAL:

Improving the lives of the victims of violent crime within the City of Gulfport by assisting them with their immediate needs following their incident

OBJECTIVES:

The project objectives and activities are:

1. Ensure that the victims are secure and have basic needs provided.
   a. Provide for dedicated staff to meet with victims to assess the severity of the case and the immediate needs of the victims.
   b. Provide for coordination with the victim's advocate and the local non-profit partners to obtain shelter, clothing, counseling and medical assistance as quickly as possible.
   c. The advocate will assist no less than 300 of the highest need victims.
   d. Provide for constant communication with the victim and care providers throughout the prosecution process to ensure the victim is informed and can cooperate in the prosecution of the defendant.

2. Improve training for the members of the Gulfport Police Department.
   a. Training in the first year will be conducted for all supervisors and field training officers and no less than 50% of the uniformed patrol division.

3. Decrease the instances of intimate partner homicide.
   a. The program will compile data in the first quarter of the program to determine the actual number of intimate partner homicides within the city in the last five years.
   b. The program participant will use the lethality assessment protocols along with the other program components to work toward a measurable reduction in intimate partner homicides based upon their research.

BUDGET AND JUSTIFICATION

(Please refer to the Sub-grantee Manual, SECTION IV, PAGE 12-13, for an example of the required budget)

Budget Narrative

The funds requested will directly fund one full-time position with an anticipated salary of $31,200 per year plus fringe benefits. The Prosecutor will act as program director and dedicate no less than 10 % of his or her time to the program.

Additional budget items are intended to provide for the development and deployment of printed materials to assist victims in identifying resources and training for law enforcement. This project will include funding for regular and continuing educational requirements, local travel in support of the project objectives, and benefits.

The City will provide equipment and space in support of the project as part of the first year matching and future matching will be accomplished through the provision of the benefits package to the candidate. The City's contribution will come directly from the City's general funds through the legal department budget.

Please see attached:
Part B-1: Budget Summary
Part B-2: Budget Detail

GRANT BUDGET

AGENCY NAME: CITY OF GULFPORT - PROSECUTOR'S OFFICE

FUND SOURCE: FEDERAL FUNDS UNDER VOCA - MATCHING FUNDS FROM CITY GENERAL FUND

PROJECT TITLE: CITY OF GULFPORT VICTIM'S SERVICES ADVOCATE

The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 7/1/2017 END: 7/1/2018

	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	FEDERAL AWARD	SUBRECIPIENT MATCH	TOTAL PROJECT BUDGET
	Personnel (Salaries and Fringe)	$43,287.00	$10,449.00	$53,736.00
	Travel	$3,711.00	$0.00	$3,711.00
	Contractual	$0.00	$0.00	$0.00
	Commodities	$940.00	$860.00	$1,800.00
	Capital Outlay - Equipment	$1,500.00	$1,050.00	$2,550.00
	Capital Outlay - Other	$0.00	$0.00	$0.00
	Subsidies, Loans and Grants	$0.00	$0.00	$0.00
	Indirect Cost	$0.00	$0.00	$0.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	**$49,438.00**	**$12,359.00**	**$61,797.00**

A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Federal Award" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

PART B-2: Budget Detail FFY 2016-VOCA

CASH MATCH SHOULD BE REFLECTED IN THE TOTAL PROJECT AMOUNT IN THE SUMMARY AND DETAIL PAGES WHEN APPLICABLE

BUDGET DETAIL SHEET
Page 1

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: CITY OF GULFPORT - PROSECUTOR'S OFFICE
FUND SOURCE: FEDERAL FUNDS UNDER VOCA - MATCHING FUNDS FROM CITY GENERAL FUND
PROJECT TITLE: CITY OF GULFPORT VICTIM'S SERVICES ADVOCATE

PERSONNEL	Federal	Match	Total
Staff Member Name and Title- **Victims' Services Advocate (Vacant pending grant funding)**			
Salary and calculaltion	**$31,200.00**		$31,200.00
Fringe Item and Calculation: **Retirement Match (PERS) (Base x .1575)**	**$4,914.00**		$4,914.00
Fringe Item and Calculation: **FICA (Base X 7.65%)**	**$2,387.00**		$2,387.00
Fringe Item and Calculation: **Health plan, worker's comp costs (BASE *.0026)**	**$81.00**		$81.00
Fringe Item and Calculation: **Health insurance actual cost**	**$4,705.00**		$4,705.00
Staff Member Name and Title- **RICHARD C. SMITH - CITY PROSECUTOR - PROGRAM COORDINATOR**			$0.00
Salary and calculaltion: **(84,500 * 10% DIRECT PARTICIPATION)**		**$8,450.00**	$8,450.00
Fringe Item and Calculation: **Retirement Match (PERS) (Base x .1575)**		**$1,331.00**	$1,331.00
Fringe Item and Calculation: **FICA (Base X 7.65%)**		**$646.00**	$646.00
Fringe Item and Calculation: **Worker's Comp**		**$22.00**	$22.00
Fringe Item and Calculation: **Health plan - does not participate in city health**		**$0.00**	$0.00
			$0.00
TOTAL	**$43,287.00**	**$10,449.00**	$53,736.00

TRAVEL	AMOUNT		
In-State Travel:			
Item and Description			
Mileage for response travel and local training: 1500 * .535	**$803.00**		$803.00
	$0.00		$0.00
Out of State Travel	**$0.00**		$0.00
Airfare for training = $500 X 2 employees	**$1,000.00**		$1,000.00
Lodging for training (2 participants for 3 nights at $110 per night)	**$660.00**		$660.00
Meals (2 participants for 4 days @ $56 per day)	**$448.00**		$448.00
Luggage fees (2 participants @ $50 round trip)	**$100.00**		$100.00
Registration for seminars $350 for 2 participants	**$700.00**		$700.00
Repeat row(s) as Necessary	$0.00		$0.00
TOTAL	**$3,711.00**		$3,711.00

Note: Travel must be compliant with MS State Travel Policies.

CONTRACTUAL	AMOUNT		
Item and Description			
	$0.00		
Repeat row(s) as Necessary	$0.00		
TOTAL	**$0.00**		

COMMODITIES	AMOUNT		
Office Supplies ($150 per month for 12 months)			
(Victims' services brochures, training materials, general office supplies, Lethality assessment brochures and surveys for officers, recidivism surveys and training materials)	$940.00	$860.00	$1,800.00
Repeat row(s) as Necessary	$0.00		$0.00
TOTAL	**$940.00**	**$860.00**	$1,800.00

CAPITAL OUTLAY - EQUIPMENT	AMOUNT		
Full workstation (Computer, double monitor, scanner and telephone)	$1,500.00		$1,500.00
Office chair		$250.00	$250.00
DESK AND CREDENZA		$800.00	$800.00
TOTAL	**$1,500.00**	**$1,050.00**	$2,550.00

CAPITAL OUTLAY - OTHER	AMOUNT		
Item and description			$0.00
	$0.00		$0.00
Repeat row(s) as Necessary	$0.00		$0.00
TOTAL	**$0.00**		$0.00

SUBSIDIES, LOANS AND GRANTS	AMOUNT		
Item and description			$0.00
	$0.00		$0.00
Repeat row(s) as Necessary	$0.00		$0.00
TOTAL	**$0.00**		$0.00

INDIRECT COST	AMOUNT		
Item and description			$0.00
	$0.00		$0.00
Repeat row(s) as Necessary	$0.00		$0.00
TOTAL	**$0.00**		$0.00

IN-KIND EXPENSE	AMOUNT		
Item and Calculation			$0.00
	$0.00		$0.00
Repeat row(s) as Necessary	$0.00		$0.00
TOTAL	**$0.00**		$0.00

	$49,438.00	**$12,359.00**	$61,797.00
	$ 0.80	**$ 0.20**	

Other Grant Funds

Agency Name: CITY OF GULFPORT - CITY ATTORNEY'S OFFICE
Date: APRIL 8, 2017

Other Grant Funds Table Instructions:

Use the table below to list **all** grant funds (federal, state, local, and private) which have been applied for or awarded. A grant is award of funding for which the agency submits an application or proposal, and receives an award of funding that is subject to compliance and reporting. This should also include any appropriations received from units of State or local government as well. Only report funds to be used during the current (2017) fiscal year timeframe (July 1, 2016-June 30, 2017) as they relate to the victim services.

Provide the fund source name (i.e., U.S. Department of Justice), the grant number/ID, the time period of the funding, the amount of funds, whether the grant is in the application phase or has been awarded and the general purpose of these funds as utilized by your agency. *If an application results in a grant award please notify your OAIV program manager.*

All grantees must inform OAIV of any new federal grant applications or awards for the life of their OAIV grant.

Note: If your agency already has a similar fund source tracking document, then you may submit that document with your OAIV grant application in place of this form. Contact your OAIV Division Director with any questions.

Grant Funding Source	Grant Number / ID	Time Period of Funding	Applied Y/N	Awarded Y/N	Federal, State, Local, or Private	Amount of Funding	Purpose of Funds
VAWA STOP GRANT	14-SP-2141	JULY '16 THROUGH JUNE '17	Y	Y	FEDERAL	42,679.77	SPECIAL PROSECUTOR

NON-SUPPLANTING CERTIFICATION

This is to certify that I have read, understand, and agree to ensure that federal funds will not be used to supplant or replace funds or other resources that would otherwise have been made available or previously budgeted for this project.

Name and Title of Authorized Official:

Richard C. Smith - City Prosecutor

Name and Address of Authorizing Agency:

City of Gulfport - Prosecutor's Office
2218 15th Street
Gulfport, MS 39501

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in attachment A)."

Supplanting defined
Federal funds must be used to supplement existing funds for program activities and must not replace State or local funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit.

Supplanting and job retention
A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

☑ **Certification:** I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. ***(Please click the box to the left)***

NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE *(IF DIFFERENT FROM AUTHORIZED OFFICIAL):*
(Please click & complete the name, title, & address form field text boxes below, if applicable)

Certifying Designee's Name:
Certifying Designee's Title:
Certifying Designee's Address:
Certifying Designee's Address:

Please complete all certifications, print them, and then sign & date each certification

RC S
Authorized Signature of the Applicant Agency:

4-8-17
Date:

MISSISSIPPI STATE DEPARTMENT OF HEALTH

FFY 2016 VOCA
Sub-Award Special Conditions

**The authorized official is to initial each page of the special conditions and must also sign and date the certification on the last page.*

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at http://ojp.gov/funding/Part200UniformRequirements.htm.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The subrecipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Requirements related to "de minimis" indirect cost rate

A subrecipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(t), and that elects to use the "de

minimis" indirect cost rate, must advise OAIV in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to **modified total direct costs (MTDC)** as defined by the Part 200 Uniform Requirements.

4. Requirement to report potentially duplicative funding

If the subrecipient currently has other active awards of federal funds, or if the subrecipient receives any other award of federal funds during the period of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify OAIV in writing of the potential duplication, and, if so requested by OAIV, must seek a budget-modification or change-of-project-scope modification to eliminate any inappropriate duplication of funding.

5. Requirements related to System for Award Management and Unique Entity Identifiers

The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov .This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The details of the obligations related to SAM and to unique entity identifiers are posted on the OJP web site at http://ojp.gov/funding/Explore/SAM .htm . (Award condition : System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here .

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name) .

6. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OAIV authority to terminate award)

The subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipient ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the subrecipient.

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm. Prohibited conduct by subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

7. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

8. Requirement for data on performance and effectiveness under the award

The subrecipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OAIV and/or OJP in the manner (including within the timeframes) specified by OJP and/or OAIV in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

9. OJP Training Guiding Principles

Any training or training materials that the subrecipient ("subgrantee") at any tier develops or delivers with OAIV VOCA award funds must adhere to the OJP Training Guiding Principles for Subgrantees, available at http://ojp.gov/funding/ojptrainingguidingprinciples.htm .

10. Effect of failure to address audit issues

The subrecipient understands and agrees that OAIV may withhold award funds, or may impose other related requirements, if (as determined by OAIV) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of OAIV awards.

11. The subrecipient agrees to comply with any additional requirements that may be imposed by OAIV during the period of performance for this award, if the subrecipient is designated as "high- risk" for purposes of the OAIV high-risk grantee list.

12. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination (28 C.F.R. Part 42).

The subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination (28 C.F.R. Part 38).

Initials of Authorized Official

The subrecipient ("subgrantee") at any tier must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations http://www.ecfr.gov/cgi-bin/ECFR?page=browse by browsing to Title 28-Judicial Administration, Chapter I, Part 38, under e-CFR "current" data.

14. Confidentiality and Release of Information

(a) Confidentiality. Sub- recipients of VOCA funds shall, to the extent permitted by law, reasonably protect the confidentiality and privacy of persons receiving services under this program and shall not disclose, reveal, or release, except pursuant to paragraphs (b) and (c) below.

(1) Any personally identifying information or individual information collected in connection with VOCA-funded services requested, utilized, or denied, regardless of whether such information has been encoded, encrypted, hashed, or otherwise protected; or

(2) Individual client information,without the informed, written, reasonably time-limited consent of the person about whom information is sought, except that consent for release may not be given by the abuser of a minor, incapacitated person, or the abuser of the other parent of the minor. If a minor or a person with a legally appointed guardian is permitted by law to receive services without a parent's (or the guardian's) consent, the minor or person with a guardian may consent to release of information without additional consent from the parent or guardian.

(b) Release. If release of information described in paragraph (a)(2) of this section is compelled by statutory or court mandate, sub-recipients of VOCA funds shall make reasonable attempts to provide notice to victims affected by the disclosure of the information, and take reasonable steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(c) Information sharing. Sub-recipients may share-

(1) Non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying demographic information in order to comply with reporting, evaluation, or data collection requirements;

(2) Court-generated information and law-enforcement -generated information contained in secure governmental registries for protection order enforcement purposes; and

(3) Law enforcement- and prosecution-generated information necessary for law enforcement and prosecution purposes.

(d) Personally identifying information. In no circumstances may-

(1) A crime victim be required to provide a consent to release personally identifying information as a condition of eligibility for VOCA-funded services;

(2) Any personally identifying information be shared in order to comply with reporting, evaluation, or data-collection requirements of any program;

(e) Mandatory reporting. Nothing in this section prohibits compliance with legally mandated reporting of abuse or neglect.

15. Restrictions on "lobbying"

Federal funds may not be used by the subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a subrecipient would or might fall within the scope of this prohibition, the recipient is to contact OAIV for guidance, and may not proceed without the express prior written approval of OAIV.

16. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at http://ojp.gov/funding/Explore/FY2016- AppropriationsLawRestrictions.htm , and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a subrecipient would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OAIV for guidance, and may not proceed without the express prior written approval of OAIV.

17. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The subrecipient ("subgrantee") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (I) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. OAIV should also be notified of any such referral.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at http://www.usdoj.gov/oig .

18. Restrictions and certifications regarding non-disclosure agreements and related matters

No subrecipients ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the subrecipient does or is authorized under this award to make subawards (subgrants), procurement contracts, or both-

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and

will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact OAIV for guidance.

20. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October I, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

21. The subrecipient will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

22. Discrimination Findings

The subrecipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP and OAIV.

23. The subrecipient authorizes OAIV, the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

24. The subrecipent agrees to complete the Subgrant Award Report (SAR) to within ten (10) days of notification by OAIV to proceed.

25. The subrecipient agrees to provide information on the activities supported and an assessment of the effects that the VOCA victim assistance funds have had on services to crime victims within their

service/project area on a quarterly basis no later than the 15th day after the end of the quarter This information is be submitted via the OVC "Performance Report."

26. The subrecipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The subrecipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the subrecipient plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The subrecipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

Certification

As the authorized official or authorized designee for

City of Gulfport
(Applicant Organization)

I hereby acknowledge receipt of the foregoing special conditions related to the FFY 2014 Enhanced Services for Victims of Crime solicitation, and certify that

Gity of Gulfport
(Applicant Organization)

will comply with all special conditions set forth in this document.

Richard C. Smith, Prosecutor
Printed/Typed Name and Title of Authorized Official (or designee)

Signature of Authorized Official (or designee)

04/08/2017
Date

Initials of Authorized Official

MISSISSIPPI STATE DEPARTMENT OF HEALTH

Authorized Official's Certification Regarding Meaningful Access to Individuals with LEP and Equal Employment Opportunities

As the Authorized Official for the below identified Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of the Subgrantee's duties and responsibility under Parts I and II of this Certification.

PART I. Requirements of Subgrant Recipients: *All subgrant recipients (regardless of the type of entity or the amount of funding awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access to all persons.*

I certify that this agency will maintain data (and submit when required) to ensure that service are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 C.F.R. 42.207 and 42.301 et seq; and our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act (See also Executive Order #131166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Office Against Interpersonal Violence, Mississippi State Department of Health, within forty-five (45) days of the finding, and/or if the finding occurred prior to the grant award date. The person responsible for reporting civil rights findings of discrimination is (include name, title, address and phone number):

Cheryl Millender, Human Resources Director
City of Gulfport
1410 24th Avenue
Gulfport, MS 39501
228-868-5831

PART II. Equal Employment Opportunity Plan (EEOP) Certification. *Check the Certification that applies to this subrecipient agency during the period of the grant duration. Check only the one appropriate Certification (A, B, or C).*

_____ **CERTIFICATION A**

NO EEOP IS REQUIRED IF (1), (2) OR (3) APPLY: This is the certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity (more than one may apply).

___(1) the entity is an educational, medical or non-profit institution or an Indian Tribe;
___(2) the entity has less than fifty (50) employees; and/or
___(3) the entity has been awarded through this subgrant less that $25,000 in federal U.S. Department of Justice Funds.

Therefore, I certify that this funded entity is not required to maintain an EEOP, pursuant to 28 C.F.R. 42.301, et. seq.

xx **CERTIFICATION B**

EEOP MUST BE ON FILE. This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from OAIV, MSDH, more than $25,000 but less than $500,000 in federal U.S. Department of Justice funds. Therefore, I certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 C.F.R. 42.301 et seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of OAIV, MSDH, or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

_____ **CERTIFICATION C**

EEOP MUST BE SUBMITTED. This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the OAIV, MSDH, more than $500,000 in federal U.S. Department of Justice funds. Therefore, I certify that the funded entity will submit, within forty-five (45) days of the award, an EEOP or an EEOP Utilization Plan.

Authorized Official's Signature

4/8/2017
Date

Richard C. Smith
Authorized Official's Printed Name

City Prosecutor
Authorized Official's Organizational Title

MISSISSIPPI STATE DEPARTMENT OF HEALTH

Civil Rights Compliance Checklist

1. If subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 20 C.F.R. Sections 42.301-308, does the sub-recipient have an EEOP on file for review?

____ N/A XX Yes ____ No

If yes, on what date was the EEOP prepared?

2. Has the subrecipient submitted an EEOP Short Form to the Office for Civil Rights, Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) if required by 28 C.F.R. 42.301-308? If the sub-recipient is not required to submit an EEOP Short From to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?

xx N/A ____ Yes ____ No

If the subrecipient prepared an EEOP Short Form, on what date was it prepared?

3. How does the sub-recipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

POLICY STATEMENT ON OFFICIAL WEBSITE AND PRINTED MATERIALS

4. How does the sub-recipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex and disability in employment

practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)? NEW EMPLOYEE HANDBOOK GIVEN TO EACH NEW EMPLOYEE AT THE TIME OF ORIENTATION.

5. Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the sub-recipient with the State Administering Agency or OCR?

XX Yes

____ No

If yes, explain these procedures. PROGRAM BENEFICIARIES ARE INSTRUCTED TO CONTACT THE OFFICE OF THE PROSECUTOR DIRECTLY TO FILE A COMPLAINT AND COPY THE OFFICE OF PROFESSIONAL STANDARDS WHO ASSISTS IN ALL SUCH INVESTIGATIONS. CONTACT INFORMATION FOR THE STATE OFFICE IS PROVIDED IN WRITING AND IS BEING ADDED TO THE OFFICIAL CITY WEBSITE FOR DIRECT REPORTING TO STATE AGENCY

6. If the subrecipient has 50 or more employees and receives DOJ funding of $25,000 or more, has the sub-recipient taken the following actions:

a. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42 Sub-part G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?

____ N/A XX Yes ____ No

b. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Pat 42, Subpart G?

____ N/A XX Yes ____ No

c. Notified participants, beneficiaries, employees, applicants, and others that the program does not discriminate on the basis of disability?

____ N/A XX Yes ____ No

Comments:

7. If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at C.F.R. Part 54, which prohibit discrimination on the basis of sex.

XX N/A ____ Yes ____ No

b. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54?

XX N/A ____ Yes ____ No

c. Notified participants for admission and employment, employees, students, parents, and other that the agency does not discriminate on the basis of sex in its educational programs or activities?

XX N/A ____ Yes ____ No

8. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the agency issued by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

XX Yes ____ No

Comments:

9. What steps has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)? THE COURT MAINTAINS ACCESS TO A DIAL IN LANGUAGE LINE TO PROVIDE INTERPRETIVE SERVICES. THE COURT ALSO CONTRACTS WITH A LOCAL LAW FIRM TO PROVIDE AN INTERPRETER FOR SPANISH AND VIETNAMESE PARTICIPANTS DUE TO THE HIGH NUMBER OF INDIVIDUALS IN THE JURISDICTION NEEDING SERVICES. SIGN LANGUAGE INTERPRETERS ARE ALSO AVAILABLE ON AN AS NEEDED BASIS.

10. Does the sub-recipient conduct any training for its employees on the requirements under federal civil rights laws?

XX Yes ____ No

11. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following:

a. Provide services to everyone regardless of religion or religious beliefs?

XX N/A ____ Yes ____ No

b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instruction, or proselytization, and that such activities are kept separate in time or place form federally funded activities?

XX N/A ____ Yes ____ No

c. Ensure that participation in religious activities is voluntary for beneficiaries of federally- funded programs?

XX N/A ____ Yes ____ No

12. Will the entity attend mandatory Civil Right Compliance Training conducted by MSDH/OAIV?

XX Yes ____ No

MISSISSIPPI STATE DEPARTMENT OF HEALTH

Authorized Official's Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions.

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person

who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Authorized Official's Signature

4/8/2017
Date

RICHARD C. SMITH
Authorized Official's Printed Name

CITY PROSECUTOR
Authorized Official's Organizational Title

MISSISSIPPI STATE DEPARTMENT OF HEALTH

Authorized Official's Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Lower-Tier Covered Transactions: Sub-Grantees)

Federal Executive Orders 12549 and 12689 require the Mississippi State Department of Health to screen each covered lower-tier participant (sub-grantees) to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. By signing and submitting this certification the lower tier participant accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Mississippi State Department of Health may pursue available remedies, including suspension and/or debarment.

2. The contractor will provide immediate written notice to the person to which this certification is submitted if at any time it learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.

4. The contractor agrees by submitting this certification that, should the proposed covered agreement be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

5. The contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered transactions or subcontracts and in solicitations for all covered transactions or subcontracts.

6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A participant must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.

7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. If a participant in a covered transaction knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Check and initial the appropriate statement applicable to the covered contractor:

XX The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded form participation in this contract by any federal department or agency or by the State of Mississippi.

_____The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

City of Gulfport
Legal (Official) Name of Lower-Tier Participant

Authorized Official's Signature

4/8/2017
Date

Richard C. Smith
Authorized Official's Printed Name

City Prosecutor
Authorized Official's Organizational Title

DEFINITIONS

Covered Contracts/Subcontract.

(1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.

(2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $25,000) under a grant or subgrant.

(3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
   a. Principal investigators.
   b. Providers of audit services required by the HHSC or federal funding source.
   c. Researchers.

Debarment. An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

Grant. An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

Ineligible. Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

Participant. Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

Person. Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Principal. Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

(1) Principal investigators.
(2) Providers of audit services required by the HHSC or federal funding source.
(3) Researchers.

Proposal. A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension. An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

Voluntary exclusion or voluntarily excluded. A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

Page 2 of 2 5/22/95

Authorized Official's Signature

4/8/17
Date

Richard C. Smith
Authorized Official's Printed Name

City Prosecutor
Authorized Official's Organizational Title

PART K – FFY 2016-VOCA | SFY 2018

MISSISSIPPI STATE DEPARTMENT OF HEALTH

Match Source Certification

Name of Organization City of Gulfport – Prosecutor's office

As the Authorized Official for the above-identified Subgrantee, I certify below that the Subgrantee will provide documentation for the matching funds in the amount required for this subgrant agreement according to VOCA guidelines. It further certifies that all documented match is from non-federal sources. The match will be derived from the following source(s):

Cash/In-Kind Source(s)	Amount/Value
1. City General Fund – legal department budget	$ 12,359.00
2. _____	$ _____
3. _____	$ _____
4. _____	$ _____
5. _____	$ _____

Signature

7-1-17
Date

Richard C. Smith Prosecutor
Printed Name and Title

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Legal

Date: 08/30/2017

Subject: Resolution - authorizing acceptance of the Violence Against Women Act (VAWA) Grant Number 2016-VA0STOP-062 and authorizing the Mayor and/or designee to execute the same.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2017, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE CITY OF GULFPORT TO ACCEPT STOP VIOLENCE AGAINST WOMEN GRANT NUMBER 2016-VA0STOP-062 AND TO AUTHORIZE THE MAYOR AND/OR OTHER REQUESTED OFFICIAL TO EXECUTE ANY AND ALL DOCUMENTS AS REQUIRED TO ACCEPT AND ADMINISTER THE GRANT AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, by and through the City of Gulfport City Attorney's Office, was granted permission and authorization by the City Council to apply for a grant through the State of Mississippi, Department of Health, for funding for a part time domestic violence prosecutor; and

WHEREAS, the authorized grant application was submitted, and the City has recently been advised that the City is the recipient of a Stop Violence Against Women Grant in the amount of $77,814.66 ($58,361.00 in federal funds and $19,453.66 via in-kind match) which will provide funding for the costs associated with a part time domestic violence prosecutor and a domestic violence investigator as more fully set forth in the memorandum from Richard C. Smith, City Prosecutor and Jeff Bruni, City Attorney, which is attached hereto as Exhibit "A"; and

WHEREAS, the City of Gulfport seeks authorization of the City Council to accept the aforementioned grant and seeks authorization for the Mayor and/or other official required by the State of Mississippi, Department of Health, as noted, to execute those documents as may be required to accept and administer the grant.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the City of Gulfport be and it is hereby authorized to accept the Stop Violence Against Women grant (No. 2016-VA-STOP-062) in the amount of $77,814.66 ($58,361.00 in federal funds and $19,453.66 via in-kind match) the details of which are more

fully set forth in the Memorandum from City Prosecutor Richard C. Smith and City Attorney Jeff Bruni, attached hereto as Exhibit "A" and the Mayor (or other requested official) be and hereby is authorized to execute any and all documents as may be required to accept and administer the grant.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2017.

(SEAL)

ATTEST:

_____
CLERK OF THE COUNCIL

ADOPTED:

_____
F.B. "RUSTY" WALKER
PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2017.

BILLY HEWES
MAYOR

MEMORANDUM

TO: Mayor Billy Hewes: Attention Dr. John Kelly, CAO
Council President F.B. "Rusty" Walker, IV
Councilman Kenneth L. Casey, Sr.
Councilwoman Ella Holmes-Hines
Councilman Ron Roland
Councilman Myles Sharp
Councilman R. Lee Flowers
Councilwoman Cara Pucheu

FROM: Richard Smith, City Prosecutor
Jeff Bruni, City Attorney

SUBJECT: Authorization to accept VAWA Grant

DATE: August 23, 2017

Please place this item described below on the September 5, 2017 Council agenda or such other Council agenda as may be convenient.

Subject: Authorization to accept grant from the Mississippi Department of Health.

Authorization is requested to accept grant funding during the 2017-2018 fiscal year under the **Violence Against Women grant program**. This grant requires an in-kind match in the amount of $19,453.66. This grant award will allow the Prosecutor's Office to provide victims of domestic violence and other violent crimes the services of a domestic violence prosecutor and investigator from 07/01/17 until 06/30/18.

Your consideration of this request and continued support of the City Prosecutor's domestic violence program is sincerely appreciated.

SUB-GRANTEE AGREEMENT
FACE SHEET

(Face Sheet for Department Use Only)

Project ID: SG-221 | Due Date: 7-1-17 | New ■ | Renewal ❒ | Modification ❒ of

Name of Organization: City of Gulfport - Prosecutor's Office

Contact Person: Richard Smith | Title: City Prosecutor

EIN #: 64-6000413 | DUNS #: 083441931 - | Telephone #: 228-868-5844

Street Address: 2218 15th Street | Post Office Box:

City: Gulfport | State: MS | Zip Code: 39501 | Email: rcsmith@gulfport-ms.gov

Give the title of the sub-grant brief description of the nature of the sub-grant.

Title: FFY 2016 VAWA STOP Program

Description: To develop and strengthen law enforcement, prosecution, and court strategies to combat violent crimes against women.

Start Date: July 1, 2017 | End Date: June 30, 2018 | Cost Share or Match *(N/A if none)*: 19,453.66

Total Sub-grant Amount: 58,361.00 | Payment Basis: Monthly ■ | Quarterly ❒ | Annually ❒

Amount of funding for last FY: 0.00 | Federal Grant ❒ | Private Grant ❒ | State Funds ❒

If it is a federal grant: Award #: 2016-WF-AX-0043 | Federal Aid #: | CFDA #:

Cost Center(s)	Internal Order(s)	Required Attachments
31070707	3000018421	■ Determination Worksheet
		■ Conflicts of Interest
		■ Additional Terms of Agreement
		■ Scope of Work
		■ Budget Justification/Narrative
		❒ Approved Federal Indirect Rate
		❒ Applicable Assurances
		■ Other Parts C-N
Functional Area(s)		
310101000000DV		

Personnel Cost		Travel Cost	
Salaries	$ 54,250.00	Mileage	$ 803.00
Fringe	$ 0.00	Meals	$ 448.00
Total	$ 54,250.00	Lodging	$ 660.00

Service Area(s): Statewide ❒ District ■

If in a district, list all counties: Harrison County

Mississippi State Department of Health
Sub-Grant Agreement

Mississippi State Department of Health Sub-Grant Agreement

with City of Gulfport-Prosecutor's Office

Agreement No. 2016-WF-AX-0043

SECTION 1.0: Parties to the Agreement

This agreement is made this the 1st day of July, 2017, by and between the Mississippi State Department of Health, hereinafter referred to as MSDH, and City of Gulfport- Prosecutor's Office, hereinafter referred to as Sub-Grantee.

SECTION 2.0: Period of Performance

This agreement shall be in effect from July 1, 2017 through June 30, 2018.

SECTION 3.0: Purpose

This agreement is established for the purpose of defining the rights and duties of the parties regarding the grant known as FFY 2016 VAWA STOP.

SECTION 4.0: Responsibilities of MSDH and Sub-Grantee

4.1 MSDH Responsibilities:

4.1.1 Review and approval of invoices and periodic reports.

4.1.2 Review of progress reports on the ongoing activities regarding the sub-grant.

4.1.3 Oversight of work and services provided by Sub-Grantee.

4.1.4 Other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

4.2 Sub-Grantee Responsibilities:

4.2.1 The Sub-Grantee is responsible for implementing the work and services as set forth in their proposal and attached as outlined in the attached Scope of Work.

4.2.2 The costs incurred must be in accordance with the approved Budget, hereby incorporated and attached hereto, and shall not exceed $58,361.00 unless properly modified and approved. Prior written approval shall be required before deviating from the approved budget.

4.2.3 Other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

SECTION 5.0: Budget and Finance

5.1 **Sub-Grant Value.** Absent a modification in the form required by this agreement, the total amount to be paid by MSDH to Sub-Grantee under the terms of this agreement shall not exceed the amount previously stipulated in Section 4.2.2 of this agreement. All payments made under this agreement shall represent services rendered or actual costs incurred. Sub-Grantee is responsible for any commitments or expenditures in excess of the amounts authorized by MSDH.

5.2 **Invoices.** The Sub-Grantee shall submit invoices, as required and in accordance with the grant associated with this agreement or as instructed by MSDH and attached hereto.

5.3 **Reimbursement.** The Sub-Grantee assumes sole responsibility for reimbursement to the granting or funding agency of a sum of money equivalent to the amount of any expenditures disallowed should the granting agency, funding agency, or any other authorized agency rule through an audit exception or some other appropriate means, that expenditures from funds allocated to the Sub-Grantee for direct and/or indirect costs were not made in compliance with the regulations of the granting or funding agency or the provisions of the agreement.

5.4 **Record Maintenance.** The Sub-Grantee agrees to maintain books, records and documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this agreement to the extent and in such detail as will properly reflect all costs and expenses of whatever nature for which reimbursement is claimed. Such book, records and documents shall be maintained by the Sub-Grantee for three (3) years from the date of close-out or in accordance with the provisions of the grant associated with this agreement, whichever is longer. The books of account and other records which are applicable shall be available with reasonable notice for inspection, review and audit by MSDH to determine proper application and use of all funds paid to the Sub-Grantee.

5.5 **Record Inspection and Audit.** MSDH, any sponsor or funding source, the State of Mississippi, any regulatory body of the United States overseeing the grant associated with this agreement, and/or any other authorized representative of any of the foregoing, shall have access to and the right to examine all records, books, papers, or documents which are directly pertinent to, or related to the sub-grant award for the purpose of audit, examination, excerpts, and/or transcripts.

5.6 **Purchased Equipment.** Equipment should not be purchased unless itemized in the approved budget or in accordance with the grant associated with this agreement. The use and disposition of any equipment purchased by the Sub-Grantee shall be in accordance with the grant associated with this agreement.

SECTION 6.0: Modification

6.1 This agreement may need to be modified, changed or altered due to changing circumstances. Therefore, it is agreed that MSDH or the Sub-Grantee may request modification and that this modification will be prepared in writing and presented to the other party for approval or rejection. Work or purchases relating to any items not specifically outlined by this agreement, the Sub-Grantee's proposal or the grant associated with this agreement may not be paid for unless both parties agree to and execute a written amendment to this agreement.

SECTION 7.0: Assignment

7.1 Obligations under this agreement may not be assigned by the Sub-Grantee without prior written approval of MSDH, or in accordance with the grant associated with this agreement.

SECTION 8.0: Standard Terms and Conditions

The Sub-Grantee Certifies and Agrees to the following:

8.1 **Authority to Accept Award.** The Sub-Grantee certifies that it has legal authority to apply for the sub-grant and has the institutional, managerial, and financial capability (including where applicable, funds sufficient or in-kind match to pay the applicant's share of the project cost) to ensure proper planning, management, and completion of the project described in this proposal. The Sub-Grantee further certifies (a) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (b) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

8.2 **Conflict of Interest.** The Sub-Grantee will establish or maintain 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.

8.3 **Applicable Laws.** This Sub-Grant Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of law provisions, and any litigation with respect thereto shall be brought in the courts of the state.

8.4 **Compliance with Laws.** The Sub-Grantee shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, and any others as required by the grant that is the subject of this agreement, as they now exist and as they may be amended or modified.

8.4.1 **Equal Opportunity.** The Sub-Grantee understands that the State is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Sub-Grantee agrees during the term of the agreement that the Sub-Grantee will strictly adhere to this policy in its employment practices and the provision of services.

8.4.2 **Employment Verification.** The Sub-Grantee will ensure its compliance with the Mississippi Employment Protection Act, §71-11-1, et seq., of the Mississippi Code Annotated, as Amended, and will register and participate in the status verification system for all newly hired employees as required.

8.4.3 **Federal Law.** Sub-Grantee will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; and (e) the requirements of any other nondiscrimination statute(s) which may apply to the proposal.

8.4.4 **Program Specific Law.** Sub-Grantee will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this grant or program.

8.5 **Sub-Grantee Status.** Sub-Grantee agrees that no act performed or representation made, whether oral or written, by the Sub-Grantee with respect to third parties shall be binding on MSDH. The Sub-Grantee shall, at no time act as an agent for MSDH. Nothing herein shall be deemed or construed by MSDH, the Sub-Grantee, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between MSDH and the Sub-Grantee.

8.6 **Representation Regarding Contingent Fees and Gratuities.** Sub-Grantee represents that it has not offered, given, or agreed to give or accepted a solicitation or demand for gratuity or offer of employment in connection with any decision or preparation regarding the award of this sub-grant, nor has it retained a person to solicit or secure a sub-grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Sub-Grantee's bid or proposal.

8.7 **Public Records Clause.** MSDH has the responsibility to oversee and monitor all phases of this Sub-Grant Agreement. Therefore, MSDH shall be responsible for responding to

any public records requests pursuant to the Mississippi Public Records Act, Section 25-61-1 *et seq.,* Miss. Code Ann. Documents and records associated with this agreement, including but not limited to, this agreement, proposals, communications, payment requests, etc., may be deemed public records. MSDH shall respond to requests addressed to either of the parties herein. The Sub-Grantee shall notify and provide a copy of any public information request addressed to the Sub-Grantee within one (1) working day. Upon receipt of said request, MSDH shall respond to the request for public information as required by the Mississippi Public Records Act. No party to this agreement shall be liable to the other party for disclosure of information required by court order or required by law.

8.8 **Release of Information.** MSDH, as the State management, regulatory, and enforcement agency, shall have the exclusive right to release data and information acquired as a result of this agreement to the press and public. The Sub-Grantee may release information obtained from this agreement only after obtaining written permission from MSDH.

8.9 **Return of Reports, Data, ETC.** Upon conclusion of this agreement, MSDH may request the return of any reports, data, and other information related to this agreement. The Sub-Grantee retains the right to materials used in the performance of the agreement, which were developed by the Sub-Grantee with non-MSDH funds. The MSDH is granted non-exclusive license to copy the materials for use within the State of Mississippi.

8.10 **Confidentiality.** Confidential or proprietary information under this Agreement shall not be disclosed by either party. The Sub-Grantee and MSDH agree to treat as confidential and not disclose to any third party without prior written consent information or data which is disclosed under this Agreement and identified as confidential ("Confidential Information"). Notwithstanding the above, the parties acknowledge that the Mississippi Access to Public Records Act governs the disclosure of public records.

8.11 **HIPAA Compliance.** Sub-grantee agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, and any amendments therefore, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this agreement.

8.12 **Liability.** MSDH's liability, as an entity of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated § 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering the liability or of eliminating any defense available to the State under statute. Each party agrees to cooperate with the other party in the investigation of any claim of liability associated with this agreement.

Section 9.0 Termination and Notice

9.1 **Right to Terminate.** Either party to this agreement may terminate this agreement by written notice (via U.S. certified mail, return receipt requested) of termination to the other party in accordance with the "Notices" section of this agreement. Except as provided below, all obligations under this agreement shall cease at the expiration of thirty (30) calendar days from receipt of written notice by the non-terminating party of the notice of termination.

9.2 **Costs.** Sub-Grantee shall be paid for costs incurred at the time of termination, if any, and shall deliver to MSDH an invoice for costs incurred. It is expressly understood payment is subject to the "Availability of Funds" as stated in this agreement.

9.3 **Availability of Funds.** It is expressly understood and agreed that the obligation of the MSDH to proceed under this agreement is conditioned upon the availability of funds from the responsible party and/or the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, this agreement between the MSDH and Sub-Grantee shall be terminated upon notice by MSDH to Sub-Grantee of the same. Termination of this agreement due to lack of funding will be immediate following notice of such termination by MSDH to Sub-Grantee. The effective date of termination shall be as specified in the notice of termination.

9.4 **Notices.** Notices of termination and any other notices required to be given under this agreement by each party shall be mailed or e-mailed to the following addresses:

For Grantor

NAME:	Christy Ainsworth
TITLE:	Director
ADDRESS:	715 S Pear Orchard, Suite 102
	Ridgeland, MS 39157
E-MAIL:	christy.ainsworth@msdh.ms.gov
TELEPHONE:	601-206-1545

For Sub-Grantee

NAME:	Richard Smith
TITLE:	City Prosecutor
ADDRESS:	2218 15th Street
	Gulfport, MS 39501
E-MAIL:	rcsmith@gulfport-ms.gov
TELEPHONE:	228-868-5844

Section 10.0 Enforceability

10.1 THIS AGREEMENT IS NOT FULLY EXECUTED OR LEGALLY BINDING UNTIL SIGNED BY THE MSDH CHIEF ADMINISTRATIVE OFFICER. Any work performed prior to the full execution of this agreement may not be reimbursed.

IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Department of Health

Chief Administrative Officer Contract **EXECUTED** With This Signature	Date
Office Director/Originator Contract ACKNOWLEDGED Only	Date

For the SUB-GRANTEE:

Sub-Grantee Authorized Signature and **Title**	Date

CONFLICTS OF INTEREST

(Please attach additional pages, as needed, to address each question)

1. List all other current contracts with MSDH. **Include** the dollar amount with the contract beginning and ending dates.

MSDH Program Name	Dollar Amount	Beginning Date	Ending Date

2. Please list each member's name of your organization's Board of Directors or other governing body (i.e., trustees, alderman, partners, owner).

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

a. ***Are any members of the governing body or project staff also MSDH employees?*** ❒Yes ❒No

If the **answer is YES**, please list the name of each employee and their position held with MSDH.

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

b. ***Are any members of the governing body or project staff also spouses, parents, or children of MSDH employees?*** ❒Yes ❒No

If the **answer is YES**, please list the name of each employee and their position held with MSDH.

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____ _____

SUB-GRANTEE Signature Title Date

ADDITIONAL TERMS OF AGREEMENT

(Please use this page for addition, deletion or any other type of modification of the agreement; pages 1-7)

n/a

THESE ADDITIONAL TERMS OF AGREEMENT ARE NOT FULLY EXECUTED OR LEGALLY BINDING UNTIL SIGNED BY THE MSDH CHIEF ADMINISTRATIVE OFFICER. Any work performed prior to the full execution of this agreement may not be reimbursed.

IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Department of Health:

Chief Administrative Officer — Date

Contract **EXECUTED** With This Signature

Office Director/Originator — Date

Contract ACKNOWLEDGED Only

For the SUB-GRANTEE:

Sub-Grantee Authorized Signature and **Title** — Date

SCOPE OF WORK

Goal: The program has the broad goal of improving the lives of the victims of violent crimes within the City of Gulfport by ensuring that domestic violence cases are investigated, assessed, and prosecuted in a consistent and efficient manner working with an entire team of professionals to ensure that the victims' needs are met and that defendants are held to a higher standard.
Objective 1: Ensure that victims are secure and have their basic needs provided for.
Objective 2: Provide for thorough and complete investigation of domestic violence cases.
Objective 3: Provide for efficient and timely prosecution of domestic violence cases.
Objective 4: Improve the training of the members of the Gulfport Police Department.
Objective 5: Decrease the instances of violent crime within the City of Gulfport through community outreach and education.
Activities/Timeline
1. Immediately begin assisting the victims with their needs.
2. 30-90 days: Evaluation of resource availability and deficiencies. Report on needed resources and the possible location of resources to fill needed areas.
3. 90-108 days: Begin building on a documented training program for the members of the municipal court staff, prosecutor's office and the Gulfport Police Department.
4. 180 days: Conducted formal training classes for the identified groups and establish a timeline for regular in-service training.

_____ _____
Executive Director Signature Date

_____ _____
Board President or Designee Signature Date

BUDGET AND JUSTIFICATION

(Please refer to the Sub-grantee Manual, SECTION IV, PAGE 12-13, for an example of the required budget)

See attached.

SUB-GRANTEE AGREEMENT INSTRUCTIONS
(Form 607E)

FACE SHEET

During the period of conversion from Citrix to Q-Pulse, those department staff who are not involved in the pilot project for Q-Pulse will be using the Citrix Route Sheet, as well as the Face Sheet for Form 607E. Those who are a part of the pilot project will only be using the Face Sheet.

The purpose of the Face Sheet is to capture the information that was previously on the Route Sheet generated in Citrix and page one of the former sub-grantee agreement. The Face Sheet is used by Finance and Accounting staff to obtain necessary information to complete their tasks.

1. Project ID: Enter the number assigned to the sub-grantee agreement by Citrix or (pilot projects using Q-Pulse).

2. Due Date: Enter the deadline date as designated by the program director for submission.

3. Check the appropriate box to identify whether it is a new sub-grant or renewal to a sub-grant. If it is a modification to a sub-grant, mark modification and place the ORIGINAL project ID number in the box beside. This will be a different project ID number than the one Citrix generated for the modification. **(Modification ☒ of 11111)**

4. Name of Organization: Enter the name of the sub-grantee.

5. Contact Person: Enter the name of the person in the sub-grantee organization who can be contacted regarding information on the project.

6. Title: Position of the contact person.

7. EIN#: Employer Identification Number. Enter the 9 digit number assigned by the Internal Revenue Service (IRS) for tax filings.

8. DUNS#: Dun and Bradstreet Data Universal Numbering System. The Federal Register/Vol. 75, No. 177/Tuesday, September 14, 2010/Rules and Regulations, 2 CFR Subtitle A, Chapter I and Part 25. Every entity that receives federal grant money is required to obtain a DUNS number. An organization can apply for a DUNS number for free at www.dnb.com, click on D-U-N-S Number, click on Create Your Business Profile. It will take up to 30 days for an organization to receive their DUNS number.

9. Telephone Number: Enter the telephone number of the sub-grantee.

10. Complete the Street Address, Post Office Box, City, State, Zip Code and Email address of the Sub-Grantee.

11. Program title and Description of the sub-grant.

12. Start Date: Enter the date the sub-grant will be implemented. (Include month, day, and year)

13. End Date: Enter the date the sub-grant will end. (Include month, day, and year)

14. Cost Share or Match: The amount of money the sub-grantee is responsible for when applying for the grant *(unencumbered dollars)*. Is there an in-kind match requirement *(salary or rent match)*? **If there is none, put a N/A in the box.**

15. Total Sub-grant Amount: Enter the total dollar amount that will be awarded to the sub-grantee.

16. Payment Basis: Will the sub-grantee be paid monthly, quarterly or annually?

17. Amount of funding for last FY: How much money did the sub-grantee receive through MSDH from this specific funding stream in the last fiscal year?

18. Check the appropriate box to identify if the award is coming through a federal grant, private grant or state funds.

19. If the sub-grant is funded by a federal grant, provide the federal award number, federal aid number and Catalog of Federal Domestic Assistance (CFDA number). **If any do not apply, mark it with an N/A.**

20. Cost Center(s): List the 10 digit number associated with the payment of the sub-grant.

21. Functional Area(s): List the 16 digit number associated with the payment of the sub-grant.

22. Internal Order: List the 10 digit number associated with the payment of the sub-grant.

23. Required Attachments: Check all required attachments found in the sub-grant. The category of "Other" includes documents such as, but not limited to, RFPs, Sole Source Justification, or Invitation for Bids, if applicable.

24. Personnel Cost: List all personnel costs allowed in the sub-grant.

25. Travel Costs: Enter the amount of mileage expenses, hotel costs, and the cost of meals using the state travel policy as a guide.

26. Service Area(s): Enter the districts where the services will be provided. If services are being provided in a district, please list all counties in which services are received.

SUB-GRANT AGREEMENT

Page One

1. Mississippi State Department of Health Sub-Grant Agreement
   With **[insert sub-grantee's name/organization's title]**
   Agreement No. **[insert grant award number/number given to program by grant source]**

Section 1.0

This agreement is made this the **[insert the date the agreement is initially being entered]** day of **_____,** 20_____, by and between the Mississippi State Department of Health, hereinafter

referred to as MSDH, and **[insert sub-grantee organization name],** hereinafter referred to as Sub-Grantee.

Section 2.0

This agreement shall be in effect from **[insert date services are to begin]** through **[insert date services are to end]**.

Section 3.0

This agreement is established for the purpose of defining the rights and duties of the parties regarding the grant known as **[insert type the same name that is on the Face Sheet under Title]**.

Section 4.2.2

The total dollar amount of the sub-grant agreement.

Page Six

For Grantor: Type in the office director's information.
For Sub-grantee: Type in the information of the person responsible for the sub-grant.

Page Seven

The sub-grantee will sign the agreement and send it back to the Office Director who will sign the agreement. The Office Director's signature does not activate the agreement or make it valid in any way. The agreement becomes legally binding with the Chief Administrative Officer signature.

GRANT BUDGET

AGENCY NAME: City of Gulfport

FUND SOURCE: VAWA

PROJECT TITLE: STOP

The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 7/1/17 END: 6/30/18

	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	FEDERAL AWARD	SUBRECIPIENT MATCH	TOTAL PROJECT BUDGET
	Personnel (Salaries and Fringe)	$54,250.00	$18,791.31	$73,041.31
	Travel	$4,111.00	$0.00	$4,111.00
	Contractual	$0.00	$0.00	$0.00
	Commodities	$0.00	$662.35	$662.35
	Capital Outlay - Equipment	$0.00	$0.00	$0.00
	Capital Outlay - Other	$0.00	$0.00	$0.00
	Subsidies, Loans and Grants	$0.00	$0.00	$0.00
	Indirect Cost	$0.00	$0.00	$0.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	**$58,361.00**	**$19,453.66**	**$77,814.66**

A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the “Federal Award” column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

PART B-2: Budget Detail FFY 2016-VOCA

CASH MATCH SHOULD BE REFLECTED IN THE TOTAL PROJECT AMOUNT IN THE SUMMARY AND DETAIL PAGES WHEN APPLICABLE

BUDGET DETAIL SHEET

Page 1

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: City of Gulfport
FUND SOURCE: VAWA
PROJECT TITLE: STOP

PERSONNEL	FEDERAL	MATCH	Total
Angela Kennedy, Administrative Assistant		$ 8,125.00	$ 8,125.00
FICA: (32,500 x 7.65%)X25%		$ 621.56	$ 621.56
Health Insurance, Workers Comp and Other = 5,179 * 25%		$ 1,294.75	$ 1,294.75
Luke Wilson, Special Domestic Violence Prosecutor	$ 38,000.00	$ -	$ 38,000.00
Norman Pat Pope, Domestic Violence Investigator	$ 16,250.00	$ 8,750.00	$ 25,000.00
TOTAL	**$ 54,250.00**	**$ 18,791.31**	**$ 73,041.31**

TRAVEL	FEDERAL	MATCH	
In-State Travel:			
Mileage @ $0.535/mile	$ 803.00		$ 803.00
Out of State Travel			
Airfare for 2 employees	$ 1,400.00		$ 1,400.00
Meals for 2 staff @ $56/day for 4 days	$ 448.00		$ 448.00
Lodging for 2 staff for 3 nights @ $110	$ 660.00		$ 660.00
Registration for $350 for 2 staff	$ 700.00		$ 700.00
Luggage Fee for 2 staff @ $50 each	$ 100.00		$ 100.00
TOTAL	**$ 4,111.00**	**$ -**	**$ 4,111.00**

COMMODITIES	FEDERAL	MATCH	
Office Supplies, Postage, Pringing and Binding, and Operating Supplies = $5,779 *15%	$ -	**$ 662.35**	$ 662.35
TOTAL	**$ -**	**$ 662.35**	**$ 662.35**

TOTAL PROJECT BUDGET	$ 58,361.00	$ 19,453.66	$ 77,814.66

Instructions for Completing OIAV Budget

Quick Tips for Completing Project Budget

*See below for expanded line-item explanations. For more explanation on any particular line item or budget category, please refer to the MSDH Subgrantee Manual. http://msdh.ms.gov/msdhsite/_static/resources/1624.pdf

• The Project Title at the top of the budget summary page must match the title submitted in Part A of the Application.

• Only whole numbers should be used on the budget sheets, no cents

• All budgeted line items must be allowable and be reasonable, necessary, and allocable directly to the project and must be fully documented as explained in the Budget Narrative in Part A.

• Identify the source and amount of the required cash and/or in-kind match in the Detail page if applicable

• Check that totals in the Federal Amount, Subrecipient Match and Total Project columns match the narrative in the budget detail sheet

• Check the fund source restrictions on line items (See solicitation)

• Compare the budget with the unallowable costs referenced in the solicitation.

• Each fiscal year project budget consists of two components: the Summary Budget Amounts for the Federal, Match (if required), and Line Item total for each line item, and the Budget Detail, where calculations for each line item must be shown.

• Review application for additional instructions about completing the budget

APPLICANTS MAY CHOOSE TO USE THE FORMS INCLUDED OR DEVELOP THEIR OWN, BUT IF USING YOUR OWN, PLEASE ENSURE THEY ARE LABELED PROPERLY AND INCLUDE ALL NECESSARY ELEMENTS.

GRANT BUDGET LINE-ITEM DETAIL INSTRUCTIONS:

SALARIES & FRINGE	FEDERAL	MATCH
Include detail of individual positions that will support project activities. List each position by name title. If the position is not yet filled, use "vacant." Provide an estimated percentage of time to be devoted to the funded project. Indicate if any time devoted to the project will be designated as match. On the summary sheet, you may indicate the percentages. For example, if you are using 20% of a position as match, you will put 80% of the salary in the federal portion, and 20% of the salary in the match portion. Indicate if any time devoted to the project will be designated as administrative activities. The sum of all positions funded to support the project will be reflected as one total for the Personnel line. *Additional information: Compensation paid for implementing agency employees engaged in grant activities must be consistent with that paid for similar work within the agency.* *Overtime pay request require preapproval and will be reviewed on a case by case basis by OAIV. The total of all fringe benefits for all implementing agency personnel listed will be included in the total. Please provide calculation for each item of fringe. Benefits must be calculated at the same or lesser percentage as the salary percentage of time devoted to the project for each position. Fringe Benefits are: (a) the organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the organization's portion of payroll taxes such as social security and Medicare taxes and unemployment and workers' compensation insurance.* *For each staff paid under VOCA, applicant must submit the following: a full job description, job qualifications and resumes for each position requested. For example, A Victim Advocate should have advocate training or social worker skills prior to being a Victim Advocate. (Please research the definition of an advocate and victim services before requesting a position.) If a position is not 100% funded with VOCA, please identify how the remaining percentages are being paid.*		
EXAMPLES:		
Courtney Cox, Victim Witness Coordiinator		
Annual Salary $30,000 x 100%	$30,000.00	
Fringe:		
FICA: 30,000 x 7.65%	$2,295.00	
Health Insurance: 250/month x 12 months	$3,000.00	
Lily Tomlin, Victim Advocate		
Annual Salary $25,000 x 100% (20% will be used as project match)	$20,000.00	$5,000.00
Fringe:		
FICA: 25,000 x 7.65 (20% will be used at project match)	$1,912.50	
George Michael, Victim Services Director		
Annual Salary: $45,000 x 20% (20% of time supervising Victim Witness Coordinator)	$9,000.00	
TOTAL	**$66,208.00**	**$5,000.00**

TRAVEL	FEDERAL	MATCH

Travel should be listed under in-state travel or out-of-state travel. Items under in-state travel may include mileage, meals and lodging expense. Items under out-of-state may include airfare, meals, lodging, local/ground transportation, luggage fees charged by airlines,and parking expenses. Costs of upgrades are unallowable. Total cost of an item, calculation and percentage attributed to the project should be included. Explanation of the need and purposes for travel should be included in the budget narrative.					
EXAMPLES:					
In State Travel					
Item:	**Cost:**	**Calculation:**	**Percentage:**		
Mileage	**.535/mile**	**1,000 miles**	**100%**	$535.00	
Out of State Travel					
Item:	**Cost:**	**Calculation:**	**Percentage:**		
Airfare	**500**	**x 2 employees**	**100%**	$0.00	$1,000.00
Lodging	**110**	**x 2 x 3 nights**	**100%**	$660.00	
Meals	**56**	**x 2 x 4 days**	**100%**	$448.00	
Luggage Fee	**50 (round trip)**	**x 2 employees**	**100%**	$100.00	
Registration	**$350**	**x 2 employees**	**100%**	$700.00	
			TOTAL	**$2,443.00**	**$1,000.00**
CONTRACTUAL				**FEDE\RAL**	MATCH
In this section, include Specific, Descriptive, Detail for any outside professionals, consultants, subcontractors, or subcontracting agencies (Including but not limited to: pro-rated costs of background checks for staff and volunteers, independent fiscal and audit fees, interpretation and translation services, subcontract staff , maintenance or janitorial services). Also, expenses related to contracts for minor renovations, regular upkeep and modifications necessary to full comply with ADA may be included in this section. Individual line items to be expended or consumed during the course of this project period for rent, equipment rental/maintenance, utilites, postage, telephone, internet, janitorial services, printing & publications, etc. should also be reflected here. Total cost of an item, calculation and percentage attributed to the project should be included. **NOTE:** FVPSA, SASP, STOP and VOCA projects may purchase groceries for victims in emergency shelters and/or victims who need emergency provisions. If providing direct assistance to a client (such as meal or hotel voucher, please include in Subsidies, Loans and Grants budget category.					
EXAMPLES:					
Item:	**Cost:**	**Calculation**	**Percentage**		
Rent	$3000/month	12 months	20%	$7,200.00	
Telephone/ Internet/Cable	$150/month	12 months	20%	$360.00	
Copier Rental	$450 per quarter	4 quarters	20%	$360.00	
			TOTAL	**$7,920.00**	
COMMODITIES				**FEDERAL**	MATCH

Please include Specific Description and Expense Calculation for commodities. Commodities are materials or supplies consumed by the project. Line items may include office supplies, shelter supplies, manuals, etc.					
EXAMPLES:					
Item:	**Cost:**	**Calculation:**	**Percentage:**		
Office supplies	$150/month	12 months	20%	$360.00	
Groceries	$400/month	12 months	20%	$960.00	
			TOTAL	**$1,320.00**	
SUBSIDIES, LOANS AND GRANTS (S,L & G)				**FEDERAL**	MATCH
This item includes payments made on behalf of clients for assistance, or sub-grants to other entities. Total cost of an item, calculation and percentage attributed to the project should be included. Gift cards/vouchers to clients are only allowable to the extent that they are used for allowable costs under SASP / STOP / FVPSA / VOCA such as the purchase of emergency food for clients or gas for victims to attend court, appointments etc. related to the victimization. Agencies must acquire a receipt from the client which documents only allowable items were purchased. Without copies of these receipts, these costs will be deemed unallowable by OAIV and repayment of these funds will be required. FVPSA may also provide specific assistance to individuals for making payments on behalf of shelter residents for needed emergency items while they are in shelter and may also include the payment of rent, utilities or other expenses on behalf of shelter residents who are in process of moving out of the shelter facility. VOCA funding can be used to support transitional housing costs, including utilities, deposits, and other related expenses, on behalf of victims of crime. **NOTE: No direct monetary funds may be given to the client as a result of this funding.**					
EXAMPLE:					
Item:	**Cost:**	**Calculation:**	**Percentage:**		
Walmart Gift cards	$25	$25 x 120	100%	$3,000.00	
Housing Vouchers	$100	$100 x 10	100%	$1,000.00	
Gift cards to purchase of emergency food for clients. Vouchers for payment of rent, utilities or other expenses for shelter residents who are in process of moving out of the shelter facility.					
			TOTAL	**$4,000.00**	
CAPITAL OUTLAY: EQUIPMENT				**FEDERAL**	MATCH
Equipment includes items such as equipment, machinery, furniture and fixtures that are required to be on an inventory of fixed assets. This includes office desks, chairs, computers, telephone systems or other equipment.					
EXAMPLE:					
Item:	**Cost:**	**Calculation:**	**Percentage:**		
Computer (laptop)	$1,500	1,500 x 1	100%	$1,500.00	
Office desk	$1,000	1,000 x 1	100%	$0.00	$1,000.00
Desk Chair	$ 500	500 x 1		$500.00	

Desk Telephone Unit (multi-line)	$253	$253 x 1	$0.00	$253.00
		TOTAL	**$2,000.00**	**$1,253.00**
CAPITAL OUTLAY: OTHER			**FEDERAL**	MATCH
This line item includes payments for land, buildings, and improvements to buildings or land that materially increase their value or useful life. This may include architectural and engineering fees, advertising and delivery and installation expense. Caution: Most federal awards prohibit construction or payment for purchase of real property (VOCA, FVPSA, VAWA).				
EXAMPLE:				
Item:	**Cost:**	**Calculation:**	**Percentage:**	
N/A			$0.00	$0.00
		TOTAL	**$0.00**	$0.00
INDIRECT COST			**FEDERAL**	
Indirect costs are those costs incurred for a common or joint purpose benefiting more than one project, and not readily assignable to a particular funded activity. If you are seeking coverage of indirect costs, enter the project's indirect costs applicable to the project. MSDH/OAIV will recognize a federally approved indirect cost rate. Agencies which have never had a federally approved indirect cost rate may use a 10% deminis rate, but must supply documentation to OAIV indicating the cost allocations utilized. Indirect cost rate for those entities elibible for and opting to utlize the 10% de minimis rate must be based on MTDC (Modified Total Direct Costs). MTDC includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and sub-awards up to the first $25,000 of each subaward. It excludes equipment (defined as tangible, nonexpendable personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit), capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and any portion of a subaward in excess of $25,000. **A copy of any federally approved cost allocation plan must be submitted with the application for funding. Agencies seeking to utilize the 10% de minimis rate must include support for this amount and the allocation plan. Pursuant to 2 CFR Part 200.414, Costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistenly charged as both. Once chosen, this methodology must be used consistenly for all federal awards until such time as a federally negotiated rate is obtained.** Consult the the OAIV/MSDH Solicitation and the Federal Guidance to determine whether indirect costs are allowable under a particular award.				
EXAMPLE:				
Item:	**Cost:**	**Calculation:**		
Personnel costs:	71,207.50	10%	$7,120.75	
Materials/Supplies:	1,320	10%	$132.00	

Equipment	3,000	10%	$300.00	
Contractual(less rent)	720	10%	$72.00	
Travel	3443	10%	$344.20	
		TOTAL	**$7,121.00**	
IN-KIND EXPENSE				**MATCH**
Line 24 should provide Specific, Descriptive, Detail of all contributed resources to be applied as project in-kind match. Report the value of contributed resources to be applied to the program. Itemize the source(s) and provide detailed computations for each type of in-kind expense. Refer to the Match Guidelines included with the application. Items should be detailed by the following groupings: ● **Volunteer Time** ● **Donated Space** ● **Donations**				
EXAMPLES:				
Volunteer Time: Volunteer helpline workers@ $7.50 per hour X 800 hours = **$6,000** (estimate)				6000
Donations: Estimated value of donated items ***used or distributed*** such as office supplies, clothing, etc. is approximately $10,000. (Proper documentation of item values will be maintained in accordance with the OCJP Admin Manual.) Cannot use value of items that have only been received, the items must have been used or distributed.				10000
		TOTAL		**$16,000.00**
		Total Project Budget = $114,265.00	**$91,012.00**	**$23,253.00**

Scope of Services
VAWA Program
STOP
ATTACHMENT A to Sub-grant Agreement

City of Gulfport-Prosecutor's Office
Goals and Objectives

Goal: The program has the broad goal of improving the lives of the victims of violent crimes within the City of Gulfport by ensuring that domestic violence cases are investigated, assessed, and prosecuted in a consistent and efficient manner working with an entire team of professionals to ensure that the victims' needs are met and that defendants are held to a higher standard.

Objective 1: Ensure that victims are secure and have their basic needs provided for.

Objective 2: Provide for thorough and complete investigation of domestic violence cases.

Objective 3: Provide for efficient and timely prosecution of domestic violence cases.

Objective 4: Improve the training of the members of the Gulfport Police Department.

Objective 5: Decrease the instances of violent crime within the City of Gulfport through community outreach and education.

Activities/Timeline

1. Immediately begin assisting the victims with their needs.
2. 30-90 days: Evaluation of resource availability and deficiencies. Report on needed resources and the possible location of resources to fill needed areas.
3. 90-108 days: Begin building on a documented training program for the members of the municipal court staff, prosecutor's office and the Gulfport Police Department.

4. 180 days: Conducted formal training classes for the identified groups and establish a timeline for regular in-service training.

_____ _____

Executive Director Signature Date

_____ _____

Board President or Designee Signature Date