



REVISED

**SPECIAL MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI**

October 15, 2024

AGENDA

11:00 AM

CALL TO ORDER BY THE PRESIDENT

- 1 **ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VERSATERM PUBLIC SAFETY US, INC. TO PROVIDE A PROJECT MANAGEMENT SYSTEM FOR THE SEXUAL ASSAULT KIT INITIATIVE (SAKI) GRANT. (WADE, LUMUMBA)**
- 2 **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACTUAL AGREEMENT WITH MOTOROLA SOLUTIONS FOR THE PURCHASE OF SOFTWARE FOR LICENSE PLATE RECOGNITION (LPR) DATA FOR THE JACKSON POLICE DEPARTMENT. (WADE, LUMUMBA)**
- 3 **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE JACKSON POLICE DEPARTMENT AND THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS, AND EXPLOSIVES TO ALLOW JPD ACCESS TO NATIONAL INTEGRATED BALLISTIC INFORMATION NETWORK (NIBIN) DATA. (WADE, LUMUMBA)**
- 4 **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE JACKSON POLICE DEPARTMENT AND THE BUREAU OF ALCOHOL, TABACCO, FIREARMS AND EXPLOSIVES TO PROVIDE BODY WORN CAMERAS. (WADE, LUMUMBA)**
- 5 **ORDER AUTHORIZING THE JACKSON POLICE DEPARTMENT TO PURCHASE PROMOTIONAL MATERIALS FROM SWEET UNKNOWN SOUTH, LLC AND ACCEPT THE DONATION OF SERVICES TO CREATE TWO SHORT FILM COMMERCIALS TO SUPPORT JPDS' RECRUITMENT EFFORTS. (WADE, LUMUMBA)**
- 6 **ORDER RATIFYING AND AUTHORIZING THE ACCEPTANCE OF THE FY 2024 HOMELAND SECURITY GRANT OF \$100,000 TO THE JACKSON POLICE DEPARTMENT TO SUPPORT ITS BOMB TEAM'S OPERATIONS. (WADE, LUMUMBA)**
- 7 **ORDER AUTHORIZING THE JACKSON POLICE DEPARTMENT TO ACCEPT AND PURCHASE FIFTEEN (15) 2024 DODGE DURANGO POLICE PURSUIT VEHICLES (PPV) UNDER THE 2022-2025 POLICE PURSUIT VEHICLE FOR TWELVE (12) MONTH BID NO. 07100-020624**

FROM KIRK AUTO WORLD, INC. D/B/A SUNSET CHRYSLER-DODGE-JEEP-RAM. (WADE, LUMUMBA)

8 **ORDER ACCEPTING A PROPOSAL FROM CTEH, LLC FOR PROFESSIONAL REMEDIATION SERVICES TO BE PERFORMED AT THALIA MARA HALL IN AN AMOUNT NOT TO EXCEED THIRTY-SEVEN THOUSAND DOLLARS (\$37,000.00) AND RATIFYING CTEH'S PREVIOUSLY PERFORMED SERVICES. (SCOTT, LUMUMBA)**

9 **AMENDED ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE COMMUNITY FOUNDATION FOR MISSISSIPPI TO SERVE AS THE FISCAL AGENT TO THE NATIONAL FOLK FESTIVAL IN JACKSON, MISSISSIPPI IN THE YEARS 2025-2027. (KEETON, LUMUMBA)**

10 **DISCUSSION: COUNCIL ABANDONED PROPERTY TASK FORCE (FOOTE)**

11 **DISCUSSION: LITIGATION -LEGAL MATTERS (D. MARTIN)**

12 **RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI (THE "CITY") AUTHORIZING AND APPROVING THE REFUNDING/RESTRUCTURE OF THE TAXABLE GENERAL OBLIGATION NOTE, SERIES 2019 OF THE CITY DATED OCTOBER 28, 2019 (THE "SERIES 2019 NOTE"); AND AUTHORIZING AND APPROVING THE ISSUANCE OF DEBT BY THE CITY TO BE FINANCED BY TRUSTMARK NATIONAL BANK (THE "BANK") IN AN AMOUNT NOT TO EXCEED SEVEN MILLION DOLLARS (\$7,000,000) TO PROVIDE FUNDS FOR THE REFUNDING/RESTRUCTURE OF THE SERIES 2019 NOTE PURSUANT TO THE TERMS OF THE NEGOTIATIONS WITH THE BANK; AND FOR RELATED PURPOSES; PRESCRIBING THE FORM AND DETAILS OF SAID NOTE; DIRECTING THE PREPARATION, EXECUTION AND DELIVERY OF SAID NOTE; PROVIDING CERTAIN COVENANTS OF SAID CITY IN CONNECTION WITH SAID NOTE; AUTHORIZING THE NEGOTIATED SALE OF SAID NOTE TO TRUSTMARK NATIONAL BANK, JACKSON, MISSISSIPPI; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A NOTE PURCHASE AGREEMENT IN CONNECTION WITH THE SALE OF SAID NOTE; AUTHORIZING THE EMPLOYMENT OF BOND COUNSEL IN CONNECTION WITH SAID NOTE; APPROVING THE PAYMENT OF THE COSTS OF ISSUANCE; AND FOR RELATED PURPOSES. (MALEMBEKA, LUMUMBA)**

REPORTS FROM MEMBERS OR DEPARTMENT DIRECTORS

ANNOUNCEMENTS

ADJOURNMENT

1

CITY OF JACKSON
JUN 16 11:27 AM '20

ORDER AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENT WITH VERSATERM PUBLIC SAFETY US, INC. TO PROVIDE A PROJECT MANAGEMENT SYSTEM FOR THE SEXUAL ASSAULT KIT INITIATIVE (SAKI) GRANT.

WHEREAS, the City of Jackson applied for and was awarded funding by the Office of Justice Programs (O.J.P.), U.S. Department of Justice (D.O.J.), under the 2020 D.O.J. FY 20 National Sexual Assault Kit Initiative; and

WHEREAS, the purpose of the initiative is to address inventory, tracking, and testing previously unsubmitted sexual assault kits (S.A.K.s); collect and test lawfully owed D.N.A. from offenders/arrestees; and

WHEREAS, the program furthers the D.O.J.'s mission by assisting state, local, and tribal law enforcement with enhancing their protocols and policies to improve collaboration among laboratories, police, investigators, prosecutors, and victim service providers. This award also provides resources to address the sexual assault investigations and prosecutions that result from evidence, and CODIS hits produced by tested S.A.K.s and optimize victim notification protocols and services;

WHEREAS, the D.O.J. awarded the City of Jackson funding of \$1,179,593.00 per Award Number 2020-AK-BX-0031; and

WHEREAS, the F.Y. 2020 National SAKI Program provided funds to the City of Jackson implement or enhance the comprehensive Bureau of Justice Assistance model to address the issues that underline the problem of unsubmitted S.A.K.s or to expand their existing SAKI project to include the collection of lawfully owed D.N.A. samples from convicted offenders; and

WHEREAS, the Jackson Police Department recommends that the City of Jackson utilize said grant funds to execute a one-year Service Schedule and Master Software and Services Agreement with Versaterm Public Safety U.S., Inc., ("Versaterm") with its offices at 251 Little Falls Drive, Wilmington, DE 19808, to provide forensic case management software systems; and

WHEREAS, Versaterm will provide the project Management System for sexual assault evidence, CODIS, and tracking for management and uploads into the National database; and

WHEREAS, Versaterm will provide five licenses for the North American subscription, configuration services one-time fee, host set-up one-time fee, training-admin remote one-time fee, and end-user one-time fee for a total cost of \$24,500.00, which is due after onboarding services and the subscription fee of \$11,000.00, which is invoiced for the subscription term; and

WHEREAS, the governing authority accepts the terms and conditions of the Service Schedule and Master Software and Services Agreement to the extent the provisions are not in conflict with the laws of the state of Mississippi and any and all other applicable laws; and

WHEREAS, the governing authority specifically rejects paying to Versaterm taxes, as the City of Jackson is exempt from taxes under Section 27-65-105 of the M.C.A.; and

Agenda Item No. 1
10.15.24
(Wade, Lumumba)

WHEREAS, the governing authority rejects explicitly the exclusion of warranties and conditions, indirect damages, the limitation of direct damages, and the limitation of remedies as the City of Jackson is governed by constitutional constraints, including the prohibition against diminishing or relinquishing an obligation or claim held or owned by the state as set forth in the M.S. Const. Art. 4 Section 100; and

WHEREAS, it is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination; and

WHEREAS, the governing authority reserves the right to terminate this agreement for convenience; and

WHEREAS, Versaterm's scope of work will be configuration services to include design, configuration, and reporting services as well as remote training sessions to supplement formal training and provide training to end user/training support remotely; and

WHEREAS, Versaterm will provide On-Premises Cloud Service as part of the Management System; and

WHEREAS, Section 31-7-13(m)(viii) states, in connection with the purchase of noncompetitive items only available from one (1) source, a certification of the conditions and circumstances requiring the purchase shall be filed by the agency with the Department of Finance and Administration and by the governing authority with the board of the governing authority. Upon receipt of that certification, the Department of Finance and Administration or the board of the governing authority, as the case may be, may, in writing, authorize the purchase, which authority shall be noted on the minutes of the body at the next regular meeting thereafter. In those situations, a governing authority is not required to obtain the approval of the Department of Finance and Administration. Following the purchase, the executive head of the state agency, or his designees, shall file with the Department of Finance and Administration documentation of the purchase, including a description of the commodity purchased, the purchase price thereof, and the source from whom it was purchased; and

WHEREAS, the Jackson Police Department certifies that it has investigated and confirms that the conditions and circumstances in the attached Sole-Source Justification letter are accurate; and

IT IS ORDERED, that the Mayor be authorized to execute a Master Software and Services Agreement and Service Schedule with the Versaterm Public Safety U.S., Inc., to support the National Sexual Assault Kit Initiative in providing forensic case management software systems.

IT IS FURTHER ORDERED, that the Jackson Police Department is authorized to pay a one-time onboarding fee of \$24,500 after such service and an annual fee of \$11,000.00 to be invoiced at the start of the subscription term from the SAKI grant, Award Number 2020-AK-BX-00310

POINTS		COMMENTS	
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VERSATERM PUBLIC SAFETY US, INC. TO PROVIDE A PROJECT MANAGEMENT SYSTEM FOR THE SEXUAL ASSAULT KIT INITIATIVE (SAKI) GRANT.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	2. Crime Prevention 7. Quality of Life	
3.	Who will be affected	JACKSON POLICE DEPARTMENT	
4.	Benefits	Result in improving conviction rate and solving cold cases involving sexual assaults and other violent crimes.	
5.	Schedule (beginning date)	UPON COUNCIL APPROVAL	
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ ■ Project limits if applicable	ALL WARDS CITY WIDE ENDING SEPTEMBER 2024	
7.	Action implemented by: ■ City Department ■	JACKSON POLICE DEPARTMENT CITY LEGAL	
8.	COST		
9.	Source of Funding ■ General Fund ■ Grant ■ Bond ■ Other	Grant (SAKI)	
10.	EBO participation	ABE _____ %	WAIVER yes _____ no _____ N/A _____
		AABE _____ %	WAIVER yes _____ no _____ N/A _____
		WBE _____ %	WAIVER yes _____ no _____ N/A _____
		HBE _____ %	WAIVER yes _____ no _____ N/A _____
		NABE _____ %	WAIVER yes _____ no _____ N/A _____



Chief of Police
Joseph Wade

JACKSON POLICE DEPARTMENT
Administration

Assistant Chief of Police
Wendell Watts

To: Joseph Wade, Chief of Police

Wendell Watts; Assistant Chief of Police

From: Juan Gray; JPD Grants Unit *JG*

Date: September 23, 2024

Re: Request for Approval of Agenda Item - Project Management System funded by SAKI Grant

I am writing to request approval for an agreement with VERSATERM, a Management System company, to track and manage sexual assault kit data. The funding for this project comes from the BJA and the SAKI grant. This management system will allow the Jackson Police Department to efficiently handle all cases and unsubmitted sexual assault kits.

Additionally, it will aid in identifying previous cases that can be pursued for prosecution. At present, we have identified 200 unsubmitted kits that are ready to be tested for DNA results.

Therefore, I kindly ask for this agreement to be included as an agenda item for approval by the city council.

Thank you for your attention to this matter.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

**ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH
VERSATERM PUBLIC SAFETY US, INC. TO PROVIDE A PROJECT MANAGEMENT
SYSTEM FOR THE SEXUAL ASSAULT KIT INITIATIVE (SAKI) GRANT**
legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney *Dm*
Sondra Moncure, Special Assistant *S.M. 10/1/24*

10/1/24
Date



Versaterm Public Safety US, Inc.
 1 North MacDonald, Suite 500
 Mesa, Arizona USA
 85201

Company Information

Prepared By	Jason Pressly	Email	jason.pressly@versaterm.com
Quote Name	Jackson Police Department (MS) - JusticeTrax LIMS-plus Cloud	Quote Number	00000093
Created Date	2024-08-01	Expiration Date	2024-12-31

Customer Information

Contact Name	Jacquelyn Gardner	Bill To	327 East Pascagoula Street
Account Name	Jackson Police Department (MS)		Jackson MS 39201
			USA

Quote Line Items

Product	Item Detail	Billing Type	Quantity	Sales Price	Total Price	Line Item Description
LIMS-plus v3 Subscription 3-20 users	North American Subscription pricing	Recurring	5.00	USD 2,200.00	USD 11,000.00	Annual Recurring Fee
Configuration Services	Configuration Services to include design, configuration and reporting services as well as remote training sessions to supplement formal training.	One-Time	50.00	USD 150.00	USD 7,500.00	One Time Fee
Hosted Setup Fee		One-Time	1.00	USD 5,000.00	USD 5,000.00	One Time Fee
Training - Admin - Remote	Configuration/Administrator Training - Remote.	One-Time	40.00	USD 150.00	USD 6,000.00	One Time Fee
Training - End User/Training Support (Train the Trainer) - Remote	End User Training - Remote.	One-Time	40.00	USD 150.00	USD 6,000.00	One Time Fee

Totals

Quote Currency	USD	One-Time Charge Total	USD 24,500.00
Net Terms	Net 30	Recurring Charge Total	USD 11,000.00
		Subtotal	USD 35,500.00
		Grand Total	USD 35,500.00

Terms and Conditions

TERM:

By signing this quote, the Customer is hereby bound to the service for the period described and/or to purchase the products listed for the grand total stated herein. A signed quote transmitted through email is valid and binding even if an original paper document bearing the customer's original signature is not delivered.

Quote Acceptance

This quote does not include any applicable taxes.

Signature: _____

Name: _____

Title: _____

Date: _____

DOCUMENTATION EVIDENCE THE NAME OF JUSTICETRAX INC.
("Company") TO VERSATERM PUBLIC SAFETY US, INC.

- 1. LETTER CONFIRMING STATEMENT OF DOMESTICATION**
- 2. STATE OF DELAWARE CERTIFICATE OF CONVERSION FROM A NON-DELAWARE CORPORATION TO A DELAWARE CORPORATION PURSUANT TO SECTION 265 OF THE DELAWARE GENERAL CORPORATION LAW**
- 3. STATE OF DELAWARE CERTIFICATE OF INCORPORATION A STOCK CORPORATION**
- 4. STATE OF DELAWARE CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION**

EXPLANATION

- 1. LETTER CONFIRMING STATEMENT OF DOMESTICATION**
 - a. This document confirms Arizona's approval to the change of jurisdiction of JusticeTrax Inc. from Arizona to Delaware
- 2. STATE OF DELAWARE CERTIFICATE OF CONVERSION FROM A NON-DELAWARE CORPORATION TO A DELAWARE CORPORATION PURSUANT TO SECTION 265 OF THE DELAWARE GENERAL CORPORATION LAW**
 - a. This document confirms that JusticeTrax Inc. is changing jurisdiction. It has gone from Arizona to Delaware.
- 3. STATE OF DELAWARE CERTIFICATE OF INCORPORATION A STOCK CORPORATION**
 - a. This document confirms that JusticeTrax Inc. is now incorporated under the laws of the state of Delaware.
- 4. STATE OF DELAWARE CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION**
 - a. This document confirms the name change going from JusticeTrax Inc. to Versaterm Public Safety US, Inc.

DOCUMENT 1
LETTER CONFIRMING
STATEMENT OF DOMESTICATION

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION**

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of JusticeTrax Inc.

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "First" so that, as amended, said Article shall be and read as follows:

The name of the corporation is: Versaterm Public Safety US, Inc. (the "Corporation").

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 9th day of January, 2024.

By: Warren Loomis
Authorized Officer
Title: Chief Executive Officer

Name: Warren Loomis
Print or Type

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "JUSTICETRAX INC.", CHANGING ITS NAME FROM "JUSTICETRAX INC." TO "VERSATERM PUBLIC SAFETY US, INC.", FILED IN THIS OFFICE ON THE NINTH DAY OF JANUARY, A.D. 2024, AT 1:59 O'CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

2898806 8100
SR# 20240072610

Authentication: 202556527
Date: 01-09-24

You may verify this certificate online at corp.delaware.gov/authver.shtml



Corporations Division

COMMISSIONERS

Jim O'Connor - Chairman
Lea Márquez Peterson
Anna Tovar
Kevin Thompson
Nick Myers

Date: 1/9/2024

Delivered via: Email

RE: **Entity Name:** JUSTICETRAX INC.
 ACC File Number: 08792591
 ACC Order Number: 202401092475994
 Document Received Date: 01/08/2024

We are pleased to notify you that the document you submitted for the above-referenced entity has been APPROVED for filing.

The Corporations Division strongly recommends that you periodically monitor the entity's public record, which can be viewed at eform.azcc.gov. If you have questions or for further information, contact Customer Service at 602-542-3026, or, within Arizona only, 800-345-5819.

Division Director Tanya Gibson
1300 W. Washington Street, Phoenix, AZ 85007 | 602-542-3026 | azcc.gov

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

STATEMENT OF DOMESTICATION

Read the Instructions MQ90i

- 1. DOMESTICATING ENTITY NAME:** JusticeTrax Inc.
- 1.1 DOMESTICATING ENTITY JURISDICTION OF ORGANIZATION:** Arizona
- 1.2 DOMESTICATING ENTITY TYPE - (e.g., corporation, LLC)** Corporation
- 1.3 DOMESTICATING ENTITY ORIGINAL DATE OF INCORPORATION/ORGANIZATION:** 07/29/99

- 2. DOMESTICATED ENTITY NAME:**
JusticeTrax Inc.

- 2.1 DOMESTICATED ENTITY JURISDICTION OF ORGANIZATION:** Delaware
- 2.2 DOMESTICATED ENTITY TYPE - Check only one and follow instructions:**
- Arizona corporation** - attach to this Statement the Articles of Incorporation.
 - Arizona LLC** - attach to this Statement the Articles of Organization.
 - Foreign corporation seeking registration with the A.C.C.** - attach to this Statement the Application for Authority.
 - Foreign LLC seeking registration with the A.C.C.** - attach to this Statement the Foreign Registration Statement.
 - Foreign corporation, LLC, or other entity that is not, and will not, be registered with the A.C.C.**

3. FOREIGN DOMESTICATED ENTITY, NOT QUALIFIED IN ARIZONA - MAILING ADDRESS (foreign entities that are not and will not be qualified to transact business or conduct affairs in Arizona must provide a mailing address to which service of process may be mailed):

Attention (optional)		
838 Walker Road, Ste. 21-2		
Address 1		
Address 2 (optional)		
Dover	Delaware	19904
City	State or Province	Zip
County	UNITED STATES	

4. APPROVAL OF DOMESTICATION – (applies to the domesticating entity):

By the signature appearing on this Statement of Domestication, the domesticating entity declares under the penalty of perjury that the plan of domestication was approved by the Arizona domesticating entity in accordance with A.R.S. § 29-2503, or, if the domesticating entity is a foreign entity, in accordance with the laws of its jurisdiction of organization.

5. DELAYED EFFECTIVE DATE – Complete this section only if the domestication will have a *delayed* effective date of not more than 90 days after delivery of the Statement to the A.C.C. – list that date below:

SIGNATURES: The domesticating entity must sign.

The signer of this Statement declares and certifies *under penalty of perjury* that this Statement together with any attachments is submitted in compliance with Arizona law.

Entity Name: JusticeTrax Inc.	Date: 1/8/24
Signature: 	Date:
Print name and title of person signing: Terri Rosales, Secretary	

Expedited or Same Day/Next Day services are available for an additional fee – see Instructions or Cover sheet for prices.

Filing Fee: \$100.00 (corporations) \$50 (LLCs) All fees are nonrefundable - see Instructions.	Mall: Arizona Corporation Commission - Examination Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax (for Regular or Expedite Service ONLY): 602-542-4100 Fax (for Same Day/Next Day Service ONLY): 602-542-0900
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Please be advised that A.C.C. forms reflect only the minimum provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business. All documents filed with the Arizona Corporation Commission are public record and are open for public inspection. If you have questions after reading the instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

DOCUMENT 2
STATE OF DELAWARE CERTIFICATE OF CONVERSION FROM A
NON-DELAWARE CORPORATION TO A
DELAWARE CORPORATION PURSUANT
TO SECTION 265 OF THE DELAWARE GENERAL CORPORATION LAW

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF AN ARIZONA CORPORATION UNDER THE NAME OF "JUSTICETRAX INC." TO A DELAWARE CORPORATION, FILED IN THIS OFFICE ON THE EIGHTH DAY OF JANUARY, A.D. 2024, AT 12:53 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

2898806 8100F
SR# 20240057936

Authentication: 202544842
Date: 01-08-24

You may verify this certificate online at corp.delaware.gov/authver.shtml

**STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A NON-DELAWARE CORPORATION
TO A DELAWARE CORPORATION
PURSUANT TO SECTION 265 OF THE
DELAWARE GENERAL CORPORATION LAW**

- 1.) The jurisdiction where the Non-Delaware Corporation first formed is Arizona.
- 2.) The jurisdiction immediately prior to filing this Certificate is Arizona.
- 3.) The date the Non-Delaware Corporation first formed is July 29, 1999.
- 4.) The name of the Non-Delaware Corporation immediately prior to filing this Certificate is JusticeTrax Inc..
- 5.) The name of the Corporation as set forth in the Certificate of Incorporation is JusticeTrax Inc..

IN WITNESS WHEREOF, the undersigned being duly authorized to sign on behalf of the converting Non-Delaware Corporation have executed this Certificate on the 5th day of January, A.D. 2024.

By: Warren Loomis

Name: Warren Loomis
Print or Type

Title: Authorized Officer
Print or Type

DOCUMENT 3
STATE OF DELAWARE CERTIFICATE OF
INCORPORATION A STOCK CORPORATION

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "JUSTICETRAX INC." FILED IN THIS OFFICE ON THE EIGHTH DAY OF JANUARY, A.D. 2024, AT 12:53 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

2898806 8100F
SR# 20240057936

Authentication: 202544842
Date: 01-08-24

You may verify this certificate online at corp.delaware.gov/authver.shtml

**STATE of DELAWARE
CERTIFICATE of INCORPORATION
A STOCK CORPORATION**

• **First:** The name of this Corporation is JusticeTrax Inc.

• **Second:** Its registered office in the State of Delaware is to be located at 838 Walker Road, Ste. 21-2 Street, in the City of Dover
County of Kent Zip Code 19904

The registered agent in charge thereof is _____
Registered Agent Solutions, Inc.

Third: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

• **Fourth:** The amount of the total stock of this corporation is authorized to issue is 10,000,000 shares (number of authorized shares) with a par value of \$.01 per share.

• **Fifth:** The name and mailing address of the incorporator are as follows:
Name Warren Loomis
Mailing Address 1 W. Main Street
Mesa, Arizona Zip Code 85201

• **I, The Undersigned,** for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 5th day of January, A.D. 2024.

BY: Warren Loomis
(incorporator)

NAME: Warren Loomis
(type or print)

DOCUMENT 4
STATE OF DELAWARE CERTIFICATE OF AMENDMENT OF
CERTIFICATE OF INCORPORATION

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "JUSTICETRAX INC.", CHANGING ITS NAME FROM "JUSTICETRAX INC." TO "VERSATERN PUBLIC SAFETY US, INC.", FILED IN THIS OFFICE ON THE NINTH DAY OF JANUARY, A.D. 2024, AT 1:59 O'CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

2898806 8100
SR# 20240072610

Authentication: 202556527
Date: 01-09-24

You may verify this certificate online at corp.delaware.gov/authver.shtml

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION**

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of JusticeTrax Inc.

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "First" so that, as amended, said Article shall be and read as follows:

The name of the corporation is: Versaterm Public Safety US, Inc. (the "Corporation").

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 9th day of January, 2024.

By: Warren Loomis
Authorized Officer
Title: Chief Executive Officer

Name: Warren Loomis
Print or Type

Sole Source / Key and Unique Features 30 SEP 2024

To whom it may concern,

Versaterm Public Safety US, Inc. ("Versaterm") is the developer of LIMS-plus® forensic case management software systems meeting all of the following criteria:

- Designed specifically for forensic operations
- Ironclad Z-Order chain of custody joined with unique barcode labeling system
- User added data fields (dynamic user interface)
- Tailorable on-screen labels determined by users
- Role based security permissions allowing single sign in credentials per user
- Scalable to include Forensic Laboratory functions, crime & death scene documentation, as well as Medical Examiner functions while maintaining security/permissions between all entities
- Management of multiple laboratories (work units) within a single application
- Installed at Local, State, and Federal level forensic laboratories
- Installed at forensic laboratories while passing ANAB and A2LA ISO/IEC based accreditations
- Includes both distributed and centralized support for multi-site forensic laboratories
- Interfaces with ChainLinx® and LIMS-plus DNA® software applications
- Includes the ability to capture the graphical output of laboratory instrumentation and store the images in an integrated document management system
- Includes the ability to perform evidence reconciliations
- Audit trail logs preserved to identify all changes to case files
- Ad hoc query tools and SAP Crystal Reports utilized for standard, periodic or unique reporting requirements
- Ability to interface LIMS-plus® to analytical instruments and other devices for two-way data transfer
- Case and non-case activity tracking, such as training, subpoenas, and numerous user defined activities
- Instrument maintenance and calibration tracking
- Track current and archived testing protocols and procedures
- Microsoft Partner offering a 100% Windows compatible solution

Versaterm is the sole supplier of its products and services. The company uses no outside vendors, representatives, or agents to distribute any of its products or services in North America, including, but not limited to:

- LIMS-plus® (Case management system)
- LIMS-plus application programming interfaces (API)
- LIMS-plus® DNA (Sample & data management system)

- LIMS-plus Portal® (Stakeholder interface)
- Consumables Inventory Management System (CIMS)®
- ChainLinx® (Property & evidence management system)
- Versaterm Cloud, a Microsoft Azure platform capable to host all applications
- Product Training, Maintenance & Support
- SAP Crystal Reports Training and Template Authoring – Versaterm has exclusive access and knowledge of application tables and structure to provide both services.

Additionally, Versaterm is a Reseller of Nexsan Assureon products, and has partnered with Mideo Systems, Foray Technologies, Ideagen Quality Management (formerly Qualtrax), and several report management systems to share data and information for customers we hold in common. Versaterm is one of only two LIMS providers with a direct interface with the Ideagen Quality Management system. The Versaterm JusticeTrax operation is registered as meeting ISO 9001:2015 and ISO 27001:2013 (certificates available at <https://justicetrax.com/>).

If you require any further information about our company or our products, please do not hesitate to contact me at 1-480-222-8919 or david.epstein@versaterm.com.

Sincerely,



David M. Epstein
Business Development Manager



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The City of Jackson Sexual Assault Kit Initiative

Award Information

Awardee: CITY OF JACKSON MISSISSIPPI

Award #: 2020-AK-BX-0031

Funding Category: Competitive Discretionary

Location: JACKSON, MS

Congressional District: 2

Status: Open

Funding First Awarded: 2020

Total funding (to date): \$1,179,593

Original Solicitation: FY 2020 National Sexual Assault Kit Initiative (SAKI)

Description of original award (Fiscal Year 2020, \$1,179,593)

The National Sexual Assault Kit Initiative (SAKI) supports the Department's criminal justice priorities of reducing violent crime and supporting law enforcement officers and prosecutors by: (1) providing jurisdictions with resources to address sexual assault kits (SAKs) in their custody that have not been submitted to a forensic laboratory for testing with Combined DNA Index System (CODIS)-eligible DNA methodologies; and (2) improving investigation and prosecution in connection with evidence and cases resulting from the testing process; and (3) providing sites with resources to collect DNA samples from qualifying individuals who should have a sample in CODIS (based on the type and time of the offense in relation to applicable state law), but from whom a sample has never been collected or submitted to a laboratory for testing. In addition, SAKI will provide investigators with assistance in how to more effectively question subjects, which could provide stronger investigative leads and build stronger prosecutorial cases, which in turn could help solve more crimes.

The FY 2020 National SAKI Program will provide funds to recipients to implement or enhance the comprehensive BJA model to address the issues that underline the problem of unsubmitted SAKs or to expand their existing SAKI project to include the collection of lawfully owed DNA samples from convicted offenders. In FY 2020, National SAKI Program funding is available under four Purpose Areas.

Recipients under Purpose Area 1: Comprehensive Approach to Unsubmitted Sexual Assault Kits, will implement a comprehensive approach to unsubmitted SAKs that includes all three elements of the BJA model: Inventory all unsubmitted SAKs; Create a multidisciplinary working group; Designate a site coordinator. The goal of SAKI is the creation of a coordinated community response that ensures just resolution of these cases, whenever possible, through a victim-centered approach, and to build jurisdictions' capacities to prevent the development of conditions that lead to high numbers of unsubmitted SAKs. This holistic program provides jurisdictions with resources to address their unsubmitted SAKs, including support to inventory, test, and track SAKs; create and report performance metrics; access necessary training to increase effectiveness in addressing the complex issues associated with these cases and engage in multidisciplinary policy development, implementation, and coordination; and improve practices related to investigation, prosecution, and victim engagement and support in connection with evidence and cases resulting from testing. Grant recipients must also enter all "criteria cases" into ViCAP (before the end of the grant period) to increase the chances of identifying and apprehending violent serial offenders who pose a serious threat to public safety.

CA/NCF

Date Created: October 22, 2020



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

MASTER SOFTWARE AND SERVICES AGREEMENT

This Master Software and Services Agreement ("MSA") is made effective as of the date of the last signature set forth on the signature page hereto (the "Effective Date"):

BETWEEN:

Jackson Police Department (hereafter referred to as "Customer")

–and–

Versaterm Public Safety US, Inc., a corporation incorporated under the laws of the state of Delaware (hereafter referred to as "Versaterm")

Background

- A. Versaterm (including its affiliates) develops, and licenses proprietary software related to public safety agencies.
- B. The parties contemplate that from time-to-time Customer will wish to obtain, and Versaterm will provide, a license and associated services from Versaterm to permit Customer to such software and related materials, all of which shall be governed by the terms and conditions of this MSA.

NOW THEREFORE in consideration of the covenants contained in this MSA, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

For the purposes of this MSA, each Service Schedule and each Statement of Work, these terms will have the following meanings:

- 1.1 "Authorized User" means an employee, consultant, or contractor of Customer authorized by Customer to access and use the Services on Customer's behalf.
- 1.2 "Confidential Information" means this Agreement, any Service Schedule, the Software, Customer Data and all ideas, designs, business models, databases, drawings, documents, diagrams, formulas, test data, marketing, financial or personnel data, technology, products, sales information, trade services, know-how customer or supplier information, including information provided by such customers or suppliers, or any other information already furnished or to be furnished or made available by one Party to the other, whether in oral, written, graphic or electronic form including any such information exchanged during informational sessions designated as confidential, including, without limitation, information concerning a Party's actual and potential customers and other Intellectual Property Rights of

such Party, provided, however, that Confidential Information shall not include any data or information: (i) that, at the time of disclosure, is in or, after disclosure, becomes part of the public domain, through no act or failure on the part of the receiving Party, whether through breach of this Agreement or otherwise; (ii) that, prior to disclosure by the disclosing Party, was already in the possession of the receiving Party, as evidenced by written records kept by the receiving Party in the ordinary course of its business, or as evidenced by proof of actual prior use by the receiving Party; (iii) independently, custom developed by the receiving Party, by Persons having no direct or indirect access to the disclosing Party's Confidential Information provided that the receiving Party provides clear and convincing evidence of such independent development; (iv) which, subsequent to disclosure, is obtained from a third Person: (A) who is lawfully in possession of the such information; (B) who is not in violation of any contractual, legal, or fiduciary obligation to either Party, as applicable, with respect to such information; and (C) on a non-confidential basis; or (v) is further disclosed with the prior written consent of the disclosing Party, but only to the extent of such consent.

- 1.3 "Customer Data" means collectively any data, files, documentation, or other information: (i) that Customer or any of its Authorized Users may upload to Versaterm Platform when using the Services; and (ii) processed through the use of the Services, excluding Third Party Data and any Versaterm Data.
- 1.4 "Customizations" means all Customer-requested modifications made to the Software or User Documentation by or for Versaterm in accordance with the terms of a Service Schedule or Work Order, which shall be at Customer's expense.
- 1.5 "Enhancements" means any changes or additions to the Software, that improve functions, add new functions, improve performance, or corrects errors by changes in system design or coding, including but not limited to changes or additions that are made to the Software to provide substantial additional value or utility.
- 1.6 "Fees" means the Subscription Fees, the License Fees, the Maintenance and Support Fees, the Customization Fees and all other fees and charges charged by Versaterm under this MSA, any Service Schedule, any SOW, or any other attachment.
- 1.7 "Go-Live Date" means the date on which the Software is available for production use, as may be further defined in a Service Schedule or SOW.
- 1.8 "including" means "including without limitation" and is not to be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it.
- 1.9 "Intellectual Property" means any property, tangible or intangible, that may be subject to Intellectual Property Rights, including without limitation, ideas, formulae, algorithms, concepts, techniques, processes, procedures, approaches, methodologies, plans, systems, research, information, documentation, data, data compilations, specifications, requirements, designs, diagrams, programs, inventions, technologies, software (including its source code), tools, products knowledge, know-how, including without limitation, trade secrets, and other materials or things.
- 1.10 "Intellectual Property Rights" means: (a) any and all proprietary rights anywhere in the world provided under: (i) patent law; (ii) copyright law, including moral rights; (iii) trademark law; (iv) design patent or industrial design law; (v) semiconductor

chip or mask work law; (vi) trade secret law; (vii) privacy law; or (viii) any other statutory provision or common law principal applicable to this Agreement which may provide a right in either: (A) Intellectual Property; or (B) the expression or use of Intellectual Property; and (b) any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing.

- 1.11 "License Fees" means the fees charged by Versaterm in respect of the provision of Software to Customer on an on-premises basis, as further identified in a Service Schedule.
- 1.12 "Licensed Materials" means collectively the Versaterm Platform, Software, and the User Documentation.
- 1.13 "Maintenance Fees" means the fees charged by Versaterm in respect of maintenance and support services as further identified in a Service Schedule.
- 1.14 "Network Aggregator Provider" means a third party service provider that offers connectivity services to securely link separate networks.
- 1.15 "Open Source Software Components" means software programs, libraries, or distributables (commonly known as "public", "open source" or "free" software) made publicly available by the copyright holders.
- 1.16 "Party" means either Customer or Versaterm and "Parties" means both.
- 1.17 "Person" means any individual, company, corporation, partnership, government or government agency, authority or entity howsoever designated or constituted.
- 1.18 "Point of Access" means Versaterm's, or its subcontractor's, border router, which is used to establish connectivity from the Versaterm Platform to Versaterm's, or its subcontractor's, internet provider, or the public internet.
- 1.19 "Professional Services" all professional services purchased by Customer in respect of the Subscription Services or use of Software (if installed on Customer's premises), including implementation services, data migration, specialized support, training services and any other services as further described in a Service Schedule or Statement of Work.
- 1.20 "Service Schedule" means the applicable written document, signed by Customer and Versaterm, which incorporates by reference the terms and conditions of this MSA, the terms and conditions of Subscription Service or the terms and conditions regarding use of the Software, any attached SOW, and any other relevant terms and conditions with respect to Customizations, Professional Services, Implementation or the provision of other technical services.
- 1.21 "Software" means the computer programs owned by Versaterm and which are licensed to Customer under a Service Schedule, including: (a) all maintenance modifications (updates and upgrades); (b) Enhancements; (c) Customizations, now developed or to be developed by or for Versaterm during the Term; and (d) all formulas, routines, subroutines, algorithms, concepts, techniques, know-how and ideas implemented or embodied in any of the foregoing, in any form. For the avoidance of doubt, Software excludes Third Party Components.
- 1.22 "Statement of Work or SOW" means the applicable written document, signed by Customer and Versaterm or incorporated as part of Service Schedule, under which Versaterm may provide Customer additional Professional Services related to the

Software, including training, specialized support and data migration, which shall be attached to the applicable Service Schedule.

- 1.23 "Subscription Fee" means the fees charged by Versaterm in respect of the Subscription Service as further identified in a Service Schedule.
- 1.24 "Subscription Service" means any combination of the following: (i) limited access and use rights to the Versaterm Platform on a hosted basis or use of Software if installed at Customer's premises, (ii) hosting services, (iii) maintenance services, and (iv) any other similar generally applicable services that Versaterm provides to its customers in accordance with the User Documentation. For the avoidance of doubt, Subscription Services do not include Professional Services.
- 1.25 "Subscription Term" means, with respect to any use of Software or access to Subscription Service, or Maintenance and Support for existing installed on-premise Software, the subscription period specified on the applicable Service Schedule or, if no explicit period is indicated in the applicable Service Schedule, a period of one (1) year starting from the 1st of the month following the Effective Date; together with, all renewals thereof effected in accordance with the terms of this Agreement.
- 1.26 "Term" means the term set out in Section 3, paragraph (a).
- 1.27 "Third Party Data" means any data owned by a third party that the Customer accesses via the Software.
- 1.28 "Third Party Component" means any components of the Subscription Services provided by third parties, including Open Source Software Components and third party proprietary software or services (e.g. Amazon Web Services (AWS)).
- 1.29 "Third Party Supplier" means any party who provides products and/or services, including Open Source Software and Third Party Components that contribute to the overall Software provided to the Customer by Versaterm.
- 1.30 "User Documentation" means the user manuals, guides, and specifications with respect to the operation, use, functions, and performance of the Software, as revised from time to time, and any additional documentation for Customizations produced by Versaterm, in written or online electronic form.
- 1.31 "Versaterm Platform" means the Software, Versaterm Server and such devices and peripherals physically located with the Versaterm Server, including all computer hardware, software, network elements, and electrical and telecommunications infrastructure located behind the Point of Access.
- 1.32 "Versaterm Server" means that computer server located at Versaterm's premises, or a third-party provider of hosting and/or network services, that houses the Software.

2. Scope of Agreement

- (a) It is the intention of Versaterm and Customer that, where Software and services are to be provided by Versaterm under this MSA, particular details and terms will be specified in a Service Schedule. If there is a conflict between a Service Schedule and this MSA, the Service Schedule will prevail over the conflicting provisions of this MSA to the extent of the inconsistency but only for the purposes of that Service Schedule. Except for such conflicts, the provisions of this MSA will not be deemed to be amended, cancelled, waived, or released by the execution of a Service Schedule.
- (b) Each Service Schedule shall contain the following minimum information, to the extent the same is applicable:
- i. the express incorporation of this MSA by reference;
 - ii. a list and description of the applicable Software;
 - iii. Subscription Term;
 - iv. Customizations and custom application programming interfaces ("APIs") if any, to the Software and the terms and conditions upon which same will be provided;
 - v. the Fees, including onboarding fees, escrow agreement fees and implementation fees, as applicable;
 - vi. the License Fee or Subscription Fee for the Software;
 - vii. the Maintenance and Support Fee;
 - viii. the site(s) at which the Software are permitted to be installed if Software is installed on Customer's premises;
 - ix. the project schedule (which may include project implementation dates, installation dates, training session dates) for the Software;
 - x. training, if applicable;
 - xi. any other terms relating to the maintenance, enhancement or support of the Software; and
 - xii. any special terms and conditions agreed upon by Versaterm and Customer.

3. Effective Dates.

- (a) This MSA shall have an initial term of ^{one}~~three (3)~~ years from the Effective Date (the "Initial Term"), unless earlier terminated in accordance with the provisions under

Section 19, and shall automatically renew for consecutive additional one (1) year terms (each a "Renewal Term"), unless either Party provides a written termination notice to the other Party at least sixty (60) days prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable. The Initial Term and Renewal Terms, if any, are collectively referred to herein as the "Term". Notwithstanding any termination or expiration of this MSA, the MSA shall continue to be in effect until the termination or expiration of the last effective Service Schedule.

- (b) Each Service Schedule will be effective from the date set out in such Service Schedule and for the term specified in that Service Schedule.
- (c) Upon expiration of each Subscription Term, unless otherwise specified in the applicable Service Schedule, all rights to access and use or the license to use Licensed Materials, as applicable, granted under such Service Schedule and this MSA shall automatically be renewed for additional one (1) year periods, and Versaterm will invoice Customer at the then-current subscription-based price for such additional Subscription Term year at Versaterm's then-current rates, subject to the cap set forth in Section 8(g) (or such other rates mutually agreed by the Parties), unless a Party provides written notice to the other Party to terminate at least sixty (60) days prior to the expiration of the Subscription Term or any renewal term.

4. License

- (a) Customer shall have the right to access and use or install and use the Licensed Materials solely as expressly granted or otherwise set forth in this MSA and the applicable Service Schedule.
- (b) Customer shall not:
 - (i) use, reproduce, display, perform or otherwise exploit the Software except as expressly authorized in this MSA or in a Service Schedule;
 - (ii) copy any of the Software or User Documentation except as reasonably necessary to use the Software for its internal use as authorized herein or in a Service Schedule, and in all cases subject to the confidentiality provisions hereof, and provided that all copyright notices and any other proprietary notices are included;
 - (iii) assign this MSA or transfer, lease, export or grant a sublicense of the Software or the license contained in this MSA to any Person except as expressly authorized herein or in a Service Schedule;
 - (iv) decompile, disassemble, reverse engineer, or otherwise access or attempt to gain access to the Software's source code;
 - (v) give any Person other than its employees, consultants, contractors and/or clients of Customer or other individuals listed pursuant to a Service Schedule access to the Software or;

- (vi) rent or lend, with or without charge, any system which includes the Software to any Person including clients and customers;
 - (vii) operate at any time on a regular or irregular basis an online or offline customer service bureau involving the Software;
 - (viii) permit (and Customer shall take all necessary precautions to prevent) third parties (including, any parties affiliated or related to Customer) to use the Software in any way that would constitute a breach of this MSA or any Service Schedule;
 - (ix) use any APIs, other than the APIs expressly authorized for use by Versaterm, with the Software or use any authorized APIs in a manner that is not permitted or published by Versaterm;
 - (x) remove or modify any proprietary marking or restrictive legends placed on the Licensed Materials;
 - (xi) use any device, software, or routine to interfere with the proper working of the Software or to bypass any security features of the Software; or
 - (xii) introduce into the Versaterm Platform any viruses, worms, defects, trojan horses, malware, or any items of a destructive nature,
- (c) Customer shall be solely and exclusively responsible for the supervision, management, and control of Customer's and each of its Authorized User's use of the Licensed Materials and shall require each Authorized User to maintain all passwords and other access credentials with respect thereto.

5. Customer's Obligations

- (a) Where the Software will require access and use of the Versaterm Platform, Versaterm shall operate and maintain the Versaterm Platform in accordance with the applicable Service Schedule. Access to the Versaterm Platform may be through a secure connection with the public internet or using a Network Aggregator Provider. Customer acknowledges and agrees that Versaterm is not responsible or liable for any communication over the public internet, or for the Network Aggregator Provider's network or its operation or the Network Aggregator Provider's network's failure to deliver communication to and from the Versaterm Platform on a timely basis.
- (b) Customer shall be fully responsible for the acts and omissions of all Persons that are authorized or otherwise allowed, by Customer, to use or have access to the Software and User Documentation.
- (c) Customer agrees to co-operate with and advise Versaterm of all information which would be reasonably required to permit Versaterm to deliver and, if applicable, install the Software. Customer shall respond promptly to any Versaterm request to provide

information, approvals, authorizations or decisions that are reasonably necessary for Versaterm to provide the Software.

- (d) Subject to the terms and conditions of this MSA, each Service Schedule, and if applicable, each SOW, Customer shall provide Versaterm with all reasonable access, which may include remote access, to Customer's systems and premises for the purpose of Versaterm performing its obligations pursuant to this MSA, and the failure of Customer to provide such access shall relieve Versaterm of its obligation to perform such obligations.
- (e) Customer shall notify Versaterm immediately of any actual or suspected unauthorized use of its passwords or API keys for the Versaterm Platform.

6. Ownership

- (a) Customer acknowledges and agrees that all rights, title and interests in and to the Licensed Materials, including all Intellectual Property embodied therein, are and shall at all times remain the exclusive property of Versaterm and that, except as expressly set forth herein, no rights, title or interests, including any license, is granted to Customer hereunder by implication, estoppel, or otherwise of any kind whatsoever in or to the Licensed Materials or any portion thereof, except, in each case, for the rights and licenses expressly granted to Customer herein. Customer further acknowledges and agrees that all Third Party Components are and shall at all times remain the property of the applicable Third Party Suppliers.
- (b) Customer shall not remove any Versaterm trademark, service mark or logo, or any proprietary notices or labels (including any copyright or trademark notices) from the Service.
- (c) If Customer provides any feedback, comments, suggestions, ideas, descriptions of processes, or other information to Versaterm about or in connection with any Licensed Materials, including any ideas, concepts, know-how or techniques contained therein (collectively, "Feedback"), then Customer hereby grants Versaterm and its affiliates a worldwide, fully paid-up, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify and otherwise exploit the Feedback for any purpose, without any compensation to Customer or any restriction or obligation on account of Intellectual Property Rights or otherwise. Without limiting the generality of the foregoing, nothing in this MSA limits Versaterm's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

7. Customer Data and Hosting Provider

- (a) Customer hereby grants to Versaterm a limited, non-exclusive, non-transferable, royalty-free right to use, reproduce, manipulate, display, transmit and distribute the Customer Data solely in connection with providing the Licensed Materials to Customer, and improving and developing the Licensed Materials. In addition, Versaterm may analyze Customer Data, and data of other customers, to create aggregated or anonymized statistics or data that do not identify Customer or any individual, and Versaterm may during and after the Term use and disclose such

statistics or data in its discretion. Except as specified otherwise in the Agreement, Customer shall be solely responsible for providing, updating, uploading and maintaining all Customer Data.

- (b) Customer acknowledges and agrees that Versaterm: (i) will not be responsible for the accuracy, completeness or adequacy of any Customer Data or the results generated from any Customer Data uploaded to the Versaterm Platform and processed by the Software; (ii) has no control over any Customer Data or the results therefrom; (iii) does not purport to monitor Customer Data; and (iv) if Software is installed on Customer premises, shall not be responsible to back up or maintain any back up of the Customer Data or any portion thereof.
- (c) Versaterm may change its third party hosting provider ("Hosting Provider") at any time. Customer's use of the Licensed Materials is subject to any applicable restrictions imposed by the Hosting Provider. Notwithstanding any other provision of this MSA, Versaterm shall not be liable for any problems, failures, defects or errors with the Licensed Materials to the extent caused by the Hosting Provider. Customer acknowledges that the Fees payable for the Licensed Materials reflect the fact that Versaterm is not responsible for the acts and omissions of the Hosting Provider.

8. Fees and Payment Terms

- (a) All Fees applicable to a Service Schedule will be specified therein. All amounts invoiced and due in accordance with the payment terms of the applicable Service Schedule shall be paid by Customer within thirty (30) days of the date of an invoice for such amounts.
- (b) Any additional services, such as Professional Services or Customizations, requested by Customer shall be subject to additional Fees, unless otherwise agreed to in writing by the Parties.
- (c) All invoices under a Service Schedule will be in writing, reasonably substantiate the charges set out therein and will be emailed by Versaterm to Customer at email address specified in the applicable Service Schedule or may be submitted through an alternative electronic platform as agreed to between the Parties (i.e.: Customer's portal) as identified in the applicable Service Schedule.
- (d) Where Customer fails to pay any amount in accordance with paragraph (a) above, Versaterm shall have the right, in addition to any other remedies, to charge, and Customer shall pay, interest on such overdue amounts at the rate of one and a half per cent (1.5%) per month (18% per annum), or, if less, the maximum rate of interest allowed by law.
- (e) In all cases, all undisputed amounts due under this Agreement will be paid by Customer in full without any withholding, set-off, counterclaim or deduction.

- (f) If, acting in good faith, Customer disputes any item within an invoice, it shall raise such dispute by written notice to Versaterm prior to the date that payment on such invoice is due, and the Parties shall negotiate in good faith to attempt to resolve the dispute promptly. If the dispute is not resolved within thirty (30) days of the said notice being given, the dispute shall be resolved in accordance with Section 33. Any amounts not disputed in accordance with this section shall be deemed accepted and must be paid by Customer in accordance with paragraph (a).
- (g) Versaterm reserves the right to increase the fees on an annual basis, as identified in a Service Schedule, by no more than CPI + 4%. Notwithstanding the foregoing, Versaterm may increase fees beyond the cap of CPI + 4% for Third Party Components.

9. Taxes.

In addition to all charges under a Service Schedule, Customer shall pay to Versaterm all taxes, duties, and other such assessments or charges which may be assessed, levied, or imposed with respect to any Software, services or products provided under a Service Schedule, except taxes based on Versaterm's income and capital. The foregoing provision includes sales, use, service, excise and personal property taxes, whether collected or withheld by Versaterm or otherwise assessed, and any penalty and interest payments related to the foregoing (which penalty and interest payments are not due to any fault on the part of Versaterm) but does not include taxes for which Customer is exempt by law and for which Customer has provided to Versaterm a bona fide tax exemption certificate prior to such tax becoming due.

10. Confidentiality

- (a) Each Party acknowledges that all Confidential Information consists of confidential and proprietary information. Except as required by law, each Party shall hold Confidential Information of the other Party in trust and confidence for and on behalf of such other Party, and shall take commercially reasonable measures to maintain the confidentiality of the Confidential Information, which measures shall in any event be no less than what such Party would implement to protect its own Confidential Information of a similar nature or value. Each Party agrees not to make use of Confidential Information other than to the extent necessary for the exercise of rights or the performance of obligations under this MSA or any Service Schedule, and not to release, disclose, communicate or otherwise make it available to any third-party other than officers, directors, employees, consultants and contractors of Versaterm or Customer, as applicable, who reasonably need to know it in connection with the exercise of rights or the performance of obligations under this MSA or any Service Schedule.
- (b) Each Party agrees that any breach of this Section 10 ("Confidentiality") may give rise to irreparable damage to the other Party, the injury to the other Party from any such breach would be difficult to calculate, and that money damages would therefore be an inadequate remedy for such breach. Each Party agrees that the other Party will be entitled, in addition to all other remedies that the other Party may have under this MSA, at law or in equity, and without showing or proving any actual damage

sustained by it, to a permanent or temporary injunction or other order to restrain any breach, threatened breach or the continuation of any breach of this Section 10.

- (c) Upon the termination or expiration of each Service Schedule, each Party will return to the other Party all Confidential Information with respect to such Service Schedule which is then in its possession or control. Upon the termination of this MSA, each Party will return to the other Party all Confidential Information of such other Party which is then in its possession or control.
- (d) Notwithstanding the above, Versaterm reserves the right to retain Customer Data on audit logs and server system logs and in support tickets, support requests, and direct communications with Versaterm, saved as part of routine back-ups or as otherwise may be required by law.

11. Representations and Warranties of Versaterm.

Versaterm represents and warrants as follows:

- (a) Versaterm has the power and the capacity to enter into, and to perform its obligations under this MSA. This MSA and each of the agreements, contracts and Instruments required by this MSA to be delivered by Versaterm have been duly authorized by Versaterm. This MSA has been duly executed and delivered by Versaterm and is a valid and binding obligation of Versaterm, enforceable in accordance with its terms;
- (b) neither the entering into of this MSA, nor the performance by Versaterm of any of its obligations under this MSA will contravene, breach, or result in any default under any organizational documents of Versaterm or under any agreement to which Versaterm is a party or by which Versaterm is otherwise bound; and
- (c) Versaterm will use commercially reasonable efforts to ensure that all Software delivered to Customer is, at the time of shipment, free of any known computer software viruses.

12. Representations and Warranties of Customer. Customer represents, warrants, and covenants, as follows:

- (a) Customer has the corporate power and the capacity to enter into, and to perform its obligations under this MSA. This MSA and each of the agreements, contracts and instruments required by this MSA to be delivered by Customer have been duly authorized by Customer. This MSA has been duly executed and delivered by the Customer and is a valid and binding obligation of the Customer, enforceable in accordance with its terms; and
- (b) neither the entering into of this MSA, nor the performance by Customer of any of its obligations under this MSA will contravene, breach, or result in a default under the articles, by-laws, constituting documents or other organizational documents of Customer or under an agreement to which the Customer is a party or by which Customer is otherwise bound.

13. Versaterm's Indemnity

- (a) Versaterm will defend at its own expense any claim, proceeding or suit (for purposes of this Section 13, a "Claim") brought against Customer to the extent such Claim alleges that any Licensed Materials provided under a Service Schedule infringes a proprietary right of a third-party which is enforceable within Canada or the United States, and will indemnify and pay all damages finally awarded against Customer by courts of competent jurisdiction on account of such infringement together with all reasonable costs and expenses (including reasonable legal fees as determined by courts of competent jurisdiction) incurred by Customer as a direct result of such Claim, provided Versaterm is given: (i) prompt written notice, however, no later than ten (10) days, of the Claim; (ii) all reasonable information and assistance which it may require to defend the Claim; (iii) sole control of the defense of the Claim, and all negotiations for its settlement or compromise; and provided further: (iv) that the alleged infringement does not result from any alterations, modifications or enhancements to the Software or Documentation made by Customer or on its behalf by a third-party, or the use or operation of the Licensed Materials in combination with other software, products, data, apparatus or equipment not provided by Versaterm.
- (b) Notwithstanding anything to the contrary in this MSA or any Service Schedule, Versaterm shall not be responsible for any cost, expense or compromise incurred or made by Customer in respect of a Claim without Versaterm's express prior written consent.
- (c) If any Claim has occurred, or in Versaterm's opinion is likely to occur, Versaterm may, at its option and expense:
 - (i) procure for Customer the right to continue using the applicable Licensed Materials;
 - (ii) replace or modify the same so that it becomes non-infringing without loss of material functionality; or
 - (iii) if none of the foregoing alternatives is reasonably available, or available on commercially reasonable terms, at Versaterm's discretion, discontinue the Service and use of the Software and refund to Customer any pre-paid and unused portion of the Fees paid by Customer in respect of use of the Software for the remainder of the then-current portion of the Term.
- (d) Notwithstanding the above Versaterm shall have no obligation for any Claim based upon Third Party Components, which are warranted solely by the individual Third Party Supplier.
- (e) This Section 13 states the entire obligations of Versaterm with respect to any infringement of any Intellectual Property Rights of any third party.

14. Customer's Indemnity

Customer shall defend at its own expense any Claim brought against Versaterm, its affiliates or any of their respective directors, officers, employees, consultants, contractors or agents (each, a "Versaterm Indemnitee"), to the extent such Claim: (i) alleges, directly or indirectly, that any Customer Data infringes any Canadian or U.S. Intellectual Property Right of a third person; or (ii) is in relation to Customer's use of the Software, including contrary to applicable law, except however to the extent Versaterm is obligated to indemnify Customer pursuant to Section 13; provided that Customer is given:

- i. prompt written notice of the Claim or of any allegations or circumstances known to Versaterm which could result in a Claim;
- ii. all reasonable information and assistance from Versaterm, at Customer's expense, which Customer may require to defend the Claim; and
- iii. sole control of the defense of the Claim, and all negotiations for its settlement or compromise thereof; provided that Versaterm's express prior written consent shall be required for any such settlement or compromise that (A) does not fully and irrevocably release all Versaterm Indemnitees from any liability of any kind a full release with respect thereto, (B) limits in any manner Versaterm's right to use, distribute or commercialize any Licensed Materials, or (C) that includes any admission of wrongdoing by or creates or is reasonably likely to create any reputational harm to any Versaterm Indemnitee.

15. Exclusion of Other Warranties and Conditions

- (a) EXCEPT AS EXPRESSLY STATED IN THIS MSA, ANY SERVICE SCHEDULE, OR ANY SOW, THE LICENSED MATERIALS, THIRD PARTY COMPONENTS OR ANY SERVICES PROVIDED HEREUNDER, ANY SERVICE SCHEDULE OR ANY SOW ARE PROVIDED ON AN "AS IS", "WHERE-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND. THE REPRESENTATIONS AND WARRANTIES GIVEN BY VERSATERM IN SECTION 11 ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, IN RELATION TO ANY LICENSED MATERIALS, THIRD PARTY COMPONENTS OR SERVICES PROVIDED UNDER THIS MSA, ANY SERVICE SCHEDULE OR ANY SOW, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. VERSATERM HEREBY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY THIRD PARTY COMPONENTS OR THE ACTS OR OMISSIONS (INCLUDING WITH RESPECT TO THE PROVISION OF ANY SERVICES) OF ANY THIRD PARTY SUPPLIER.
- (b) CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF ANY SOFTWARE OR THIRD PARTY COMPONENTS, AND THE RESULTS OBTAINED FROM SUCH USE AND OPERATION, ARE AT THE SOLE AND EXCLUSIVE RISK OF CUSTOMER AND THAT VERSATERM ASSUMES NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO ANY RELIANCE UPON THE RESULTS OBTAINED BY CUSTOMER OR ANY THIRD-PARTY.

16. Exclusion of Indirect Damages.

UNDER NO CIRCUMSTANCES WILL VERSATERM BE LIABLE FOR ANY OF THE FOLLOWING UNDER THIS AGREEMENT FOR ANY REASON: (A) SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITH RESPECT TO LOSS OF PROFITS, REVENUES, CUSTOMERS OR CONTRACTS, LOSS OF USE OF EQUIPMENT, LOSS OF OR DAMAGE TO DATA OR CUSTOMER RECORDS, REPUTATIONAL HARM, OPERATIONAL OR SERVICE INTERRUPTIONS, BUSINESS INTERRUPTION, OR LACK OF AVAILABILITY OF CUSTOMER MATERIALS OR FACILITIES, INCLUDING CUSTOMER'S COMPUTER RESOURCES, SOFTWARE AND ANY STORED DATA (INCLUDING CUSTOMER DATA) OR RECORDS; OR (B) ANY THIRD-PARTY CLAIMS AGAINST CUSTOMER FOR LOSSES OR DAMAGES (EXCEPT AS EXPRESSLY PROVIDED IN SECTION 13), IN EACH CASE, EVEN IF ADVISED OF THE POSSIBILITY OF SAME OR EVEN IF SAME WERE REASONABLY FORESEEABLE.

17. Limitation of Direct Damages.

THE TOTAL AGGREGATE LIABILITY OF VERSATERM UNDER THIS AGREEMENT IN ANY CIRCUMSTANCES IS LIMITED TO THE AMOUNT CUSTOMER PAID VERSATERM UNDER THE SERVICE SCHEDULE PURSUANT TO WHICH SUCH LIABILITY AROSE OR IS ASSOCIATED DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM GIVING RISE TO THE LIABILITY AROSE. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO DAMAGES ARISING FROM VERSATERM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

18. Insurance.

Versaterm shall secure and maintain insurance coverage throughout the MSA and any Service Schedule in amounts that it deems reasonable in its sole discretion.

19. Termination.

In addition to any other rights or remedies hereunder:

- (a) Versaterm reserves the right to terminate this MSA or any Service Schedule for convenience by providing thirty (30) days written notice to the Customer;
- (b) Versaterm may terminate this MSA and/or any Service Schedule at any time on giving Customer notice in writing if: (i) Customer infringes any copyright or other Intellectual Property Right or other industrial or proprietary right of Versaterm; (ii) in Versaterm's reasonable judgment, Customer's use of the Software poses a security risk to the Software or any third party; (iii) Customer fails to pay in full any sum owed by it under this MSA or Service Schedule within thirty (30) days of the due date therefor; or (iv) Customer fails to observe or perform any other material obligation or covenant required to be observed or performed by it under this MSA or Service Schedule, and solely in the case of (iv) above, such failure continues for a period of

thirty (30) days after delivery of written notice by Versaterm to Customer requiring Customer to cure such failure.

- (c) In the event Customer becomes unable to pay future amounts due under any Service Schedule or SOW due to a material reduction in or cancellation of public funding, Customer may terminate the applicable Service Schedule or SOW upon thirty (30) days' written notice to Versaterm, and Versaterm shall be entitled to retain any advance payments made by Customer to Versaterm.
- (d) Subject to applicable law, Customer may terminate this MSA immediately upon giving written notice to Versaterm if Versaterm: (i) makes any general assignment for the benefit of creditors or otherwise enters into any composition or arrangement with its creditors; (ii) is unable to pay its debts as they mature; (iii) has a receiver and/or manager appointed over its assets or an application is made to do so; (iv) becomes bankrupt or insolvent or commits an act of bankruptcy or (v) Versaterm fails to observe or perform any other material obligation or covenant required to be observed or performed by it under this MSA or Service Schedule, and solely in the case of (v) above, such failure continues for a period of thirty (30) days after delivery of written notice by Versaterm to Customer requiring Customer to cure such failure.

20. Orderly Termination

- (a) Upon any termination or other expiration of a Service Schedule or SOW or this MSA, each Party shall forthwith return to the other Party all Confidential Information, documentation, papers, material, and other property of the other Party in its possession or control.
- (b) In addition to the obligations in Section 20(a) above, upon termination of a Service Schedule or upon expiration of the License Term for Software which is not renewed in accordance with the Service Schedule, Customer shall:
 - (i) immediately discontinue use of the Licensed Materials;
 - (ii) ensure that all Persons using the Licensed Materials pursuant to this MSA cease all use thereof;
 - (iii) promptly (and in any event within five (5) days) return to Versaterm all copies of the Licensed Materials in its (or any Authorized Users' or other Persons' to whom it provided access to any Licensed Materials) possession or control;
 - (iv) permanently erase all Licensed Materials, in whole or in part, from all computer systems, storage devices and other electronic recording systems in Customer's possession or control and cause each Authorized User and each other Person to whom it provided access to any Licensed Materials to do the same;
 - (v) deliver within thirty (30) calendar days of such termination or expiration a certificate certifying that Customer and all such Persons to whom Customer

has provided access to any Licensed Materials have complied with the terms of this Section 20(b), as applicable; and

- (vi) pay Versaterm the full amount of any charges outstanding, including for any Professional Services performed, as of the date of termination, if any, whether invoiced or not (including any amounts due as late payment charges), and all other monies owing to Versaterm.

21. Suspension

If Customer has materially violated the MSA or any Service Schedule, including failure to pay any Fees or any portion thereof when due (other than invoiced amounts disputed in good faith pursuant to Section 8(f)), Versaterm may immediately suspend Customer's and each of its Authorized Users' right to access or use any Licensed Materials (including access to the Versaterm Platform) or receive any Services.

22. Relationship

This MSA and each Service Schedule and SOW are agreements between separate legal entities and neither Party is the agent, employee, or partner of the other for any purpose whatsoever. The Parties do not intend to create a partnership or joint venture between themselves. Neither Party shall have the right to bind the other to any Service Schedule with a third-party or to incur any obligation or liability on behalf of the other Party.

23. Notices.

Unless specified otherwise in a Service Schedule, all notices, requests, demands and other communications under this MSA and each Service Schedule shall be in writing and shall only be duly given:

- (a) on the date of sending if sent by email to the email address indicated in Section 23(b); or
- (b) on the three business day after posting if sent, during normal postal conditions, by registered or certified mail to the Party for which it is intended and addressed as follows:

To Versaterm at:

Versaterm Public Safety U.S. Inc.
1 North MacDonald, Suite 500
Mesa, Arizona, USA
85201

Attention: Legal Department
E-mail: legal@versaterm.com

To Customer:

Jackson Police Department
INSERT ADDRESS

With copy to:
Versaterm Public Safety Inc.
1331 Clyde Avenue, Suite 400
Ottawa, Ontario, Canada
K2C 3G4

Attention: [Name or title and/or
department]

e-mail:

24. Waiver.

Any waiver of, or consent to depart from, the requirements of any provision of this MSA or a Service Schedule or SOW shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this MSA shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right. No amendment or variation to this MSA shall be effective unless signed in writing by both Parties.

25. Assignment.

Customer may not assign any rights or benefits under this MSA (including any Service Schedules or SOWs), in whole or in part, to any Person without the express prior written consent of Versaterm. Versaterm may assign its rights and benefits under this this MSA (including any Service Schedules or SOWs) to any Person by providing written notice to the Customer and may contract with any other Person to perform its obligations under this MSA (including any Service Schedules or SOWs) without obtaining Customer's consent to any such contract. Notwithstanding the foregoing, Versaterm may assign its rights and benefits under this MSA (including any Service Schedules or SOWs) to any Person without providing written notice to the Customer if such assignment is due to a corporate restructure, merger, or acquisition.

26. Force Majeure.

Except as expressly provided otherwise in a Service Schedule, dates and times by which Versaterm or Customer is required to render performance (other than dates and times for payment of money) under a Service Schedule or SOW shall be postponed automatically to the extent and for the period of time that Versaterm or Customer, as the case may be, is prevented from meeting them by reason of any causes beyond its reasonable control, provided the Party prevented from rendering performance notifies the other Party promptly and in detail of the commencement and nature of such a cause, and provided further that such Party uses its commercially reasonable efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available.

27. Severability.

If any provision of this MSA or any Service Schedule or SOW is determined to be invalid or unenforceable by a court of competent jurisdiction from which no further appeal lies or is taken, that provision shall be deemed to be severed herefrom, and the remaining provisions of this MSA, Service Schedule or SOW shall not be affected thereby and shall remain valid and enforceable.

28. Survival.

All obligations accrued to the date of termination as well as the Sections of this MSA listed below shall survive the termination of this MSA and any Service Schedule or SOW made pursuant to this MSA for as long as necessary to permit their full discharge: 1, 4(b), 6, 8, 9, 10, 13, 14, 15, 16, 17, 20, 22, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 41 and 42.

29. Headings

Section headings used in this MSA or any Service Schedules or SOWs are for convenience of reference only and shall not be construed as defining, limiting, or describing the scope or intent of this MSA or of the Service Schedule or SOW, as applicable.

30. Currency

Unless otherwise specified, all references to monetary amounts, including the symbol "\$", are in respect of United States Dollars.

31. Benefits

This MSA and any Service Schedule or SOW made pursuant to this MSA shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

32. Interpretation

In this MSA and each Service Schedule, words in the singular number include the plural and vice versa; words in the masculine gender include the feminine and neutral genders.

33. Good Faith Discussions

Prior to the commencement of any legal proceeding under this MSA or any Service Schedule or SOW, all claims must be raised for good faith discussion between authorized representatives of both Parties with authority to resolve the dispute. Should the claims not be resolved within thirty (30) days of the date of the first request such discussion, each Party shall be free to pursue its legal remedies pursuant to the terms of this MSA.

34. Amendments.

None of this MSA, and Service Schedule or any SOW shall be changed or amended except in writing by an amendment executed by authorized representatives of each Party.

35. Governing Law.

This MSA, each Service Schedule and each SOW as well as any matters relating to this MSA, any Service Schedule or any SOW, shall be construed and governed by and in accordance with the laws of the Mississippi of the City of Jackson and the applicable federal laws of the United States of America (excluding any conflict of laws rule or principals that might refer such construction to the laws of another jurisdiction).

36. Entire Agreement.

- (a) This MSA, together with each Service Schedule and SOW and all schedules attachments and exhibits hereto and thereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof. All prior agreements, negotiations, undertakings, and discussions, whether oral or written, are superseded by this MSA and there are no warranties, representations, or covenants between the Parties in connection with this MSA, except as specifically set forth or referred to in this MSA.
- (b) Each Party acknowledges that it has not been induced to enter into this MSA or any Service Schedule by any representations, warranties or covenants not expressly stated herein or therein.
- (c) The Parties agree that any terms or conditions set forth in a purchase order, acknowledgement or any other document or response issued by Customer shall not apply to this MSA or any Service Schedule or SOW shall be deemed automatically rejected by Versaterm without need of any further or additional notice of rejection and void and of no effect.

37. Consultants and Agents.

Customer shall ensure that its employees, consultants, contractors and agents comply with the terms and conditions of this MSA and any Service Schedule or SOW to the extent that such Persons are entitled or obligated under the terms hereof or thereof to exercise any rights or perform any obligations hereunder or thereunder. Customer shall be responsible for the actions of all such employees, consultants, contractors and agents.

- 38. Hosting Provider.** Versaterm may change its third party hosting provider ("Hosting Provider") at any time. Customer's use of the Licensed Materials is subject to any applicable restrictions imposed by the Hosting Provider. Notwithstanding any other provision of this MSA, Versaterm shall not be liable for any problems, failures, defects or errors with the Licensed Materials to the extent caused by the Hosting Provider. Customer acknowledges that the Fees payable for the Licensed Materials reflect the fact that Versaterm is not responsible for the acts and omissions of the Hosting Provider.

39. Language.

The Parties have expressly required that this MSA and all documents and notices relating hereto be drafted in English. Les parties aux présentes ont expressément exigé que la présente convention et tous les documents et avis qui y sont afférents soient rédigés en anglais.

40. Publicity/Press Releases.

Versaterm may reference the existence of this MSA and the business relationship between the Parties for the purposes of: (a) issuing press releases to announce the beginning or continuation, as applicable, of the business relationship between the Parties; or (b) referencing Customer as a customer of Versaterm including in Versaterm's customer list and other marketing materials.

41. Counterparts.

This MSA, any Service Schedule and any SOW or part thereof or attachment thereto may be executed in any number of counterparts and by exchange of signature pages by electronic mail or by any other electronic means. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement. The execution of this MSA, any Service Schedule or SOW by electronic mail or by any other electronic means shall be deemed to constitute effective execution of this Agreement as to the parties hereto. Such electronic signatures may be used by the parties in lieu of the original signature page[s] of this MSA, any Service Schedule or SOW for any and all purposes.

42. United Nations.

Pursuant to Article 6 of the United Nations convention on contracts for the International Sale of Goods ("UN Convention"), the Parties agree that the UN Convention shall not apply to this MSA.

43. Extending pricing

Subject to Versaterm's discretion, Customer may extend pricing, terms and conditions of this Agreement to other governmental entities that have signed an intergovernmental agreement with the Customer to be system users.

[remainder of page left intentionally blank]

Agreed to on behalf of:

Jackson Police Department

Name

Title

Date

Agreed to on behalf of:

Versaterm Public Safety US, Inc.

Name

Title

Date

Service Schedule – JusticeTrax

This Service Schedule No. 001 is effective as of [date] and is made by Jackson Police Department ("Customer") and Versaterm Public Safety US, Inc. ("Versaterm"). This "Service Schedule" and its schedules (if applicable) are incorporated into that certain Master Software and Services Agreement dated [date], between Customer and Supplier ("MSA"). The terms and conditions that are specific to this Service Schedule are set forth herein. In the event of a conflict between the provisions of this Service Schedule and the Master Agreement, the provisions of Section 2 a) of the MSA shall control such conflict. Capitalized terms herein will have the meanings set forth in the MSA, " or the "Definitions" as further defined below.

Commented [NG1]: insert the date of this Service Schedule.

1. Service Schedule Information

- 1.1. Software and Authorized Users:** See Table 1.3.b below
- 1.2. Subscription Term:** Start date shall be thirty (30) days after the SaaS system is established and customer access granted, which shall set the date of future annual renewals.
- 1.3. Fees:**
 - a. One-time onboarding Fee: \$24,500.00, Invoiced at the completion of each service described in the table below.**

Onboarding Service	Quantity	Unit Cost	Subtotal
Hosted Platform Configuration	1	\$5,000.00	\$5,000.00
Configuration Services to include design, configuration, and reporting services as well as remote training sessions to supplement onsite training. Not to exceed the number of listed hours	50	\$150.000	\$7,500.00
Remote Administrator Training/Configuration	40	\$150.00	\$6,000.00
Remote End User Training Support / Train-the-Trainer	40	\$150.00	\$6,000.00
			\$24,500.00

- b. Initial Subscription Fee: \$11,000.00, invoiced at the start of the Subscription Term.**

Application / Service	Number of Subscribed Users	User Cost per Year	Subtotal Cost per Year
LIMS-plus v3	5	\$2,200.00	\$11,000.00
Total Cost per Year			\$11,000.00

- c. **Data Storage:** Combined production and test instance file share data storage included in the above subscription prices shall include 1 TB. Data exceeding this level will incur charges of \$1,200 / TB / Year, in units of 1 TB.

2. Invoices

Versaterm shall send invoices to Customer at the following e-mail address: [Insert e-mail address]

Should invoice email address change, Customer shall promptly notify Versaterm.

3. Definitions

Any capitalized word or term used in this Service Schedule but not otherwise defined herein shall have the meaning given to it in the Master Software and Services Agreement.

- 3.1. "Critical Priority Errors" means complete system failure where the SaaS Services is not available for use.
- 3.2. "High Priority Errors" means a serious problem that materially affects the operational use of the SaaS Services.
- 3.3. "Major Enhancement Release" means a change or new release of the SaaS Services then in use by the Customer containing new functions, features and enhancements that have become part of the standard system.
- 3.4. "Minor Enhancement Release" means a change or new release of the SaaS Services then in use by the Customer designed to correct Problem(s) and/or provide minor functionality additions.
- 3.5. "On-Site Software" means Versaterm's proprietary software programs as described in Section 1 that are installed and used on Customer's own systems or premises, on the license terms set out in Section 4.
- 3.6. "Problem" means a failure of the Product to function substantially in accordance with the User Documentation.
- 3.7. "Production Period" means the period during the term following go-live of the SaaS Services.
- 3.8. "Software as a Service" or "SaaS Services" means the Software, and related software-as-a-service, hosting, maintenance and/or support services made available by Versaterm for remote access and use by the Customer, including any Documentation hereto.
- 3.9. "Support" means services which are provided by Versaterm to the Customer, as described herein, regarding Problem(s) encountered with standard, unmodified Software, and with Versaterm's modifications to or interfaces with the Software, and which are necessary to:
 - i. resolve Problems and provide temporary "work around" solutions, if necessary;

Commented [NG2]:

Note to drafter: please ask customer to whom we send invoices? If it is done through a portal please insert the following you can substitute this sentence. Versaterm shall send invoices to Customer via its portal found at : INSERT LINK FOR CUSTOMER PORTAL

- ii. assist with data manipulation, duplication or restoration where data has been affected by defects under paragraph (i) immediately above, but not by hardware defects or operator error or misuse of any of the software or hardware;
 - iii. periodically review all Software to identify and resolve Problems on a preventative basis; and
 - iv. provide, in a timely manner, all Major and Minor Enhancement Releases.
- 3.10. "Third Party Application" means a third-party service by a Third Party Provider(s) approved by Versaterm to which the Customer and any Authorized User facilitates Versaterm's access to, and use of the SaaS Services, via an application programming interface or other means.
- 3.11. "Third Party Components" means any components of the SaaS Services provided by third parties, including Open Source Components and third party proprietary software or services (e.g. Amazon Web Services (AWS)).
- 3.12. "Third Party Data" means any data owned by a third party that the Customer accesses via the SaaS Services
- 3.13. "Third Party Providers" means third parties, including other vendors, federal agencies, state/provincial agencies, and local agencies that control products and/or databases with which the SaaS Services are to be interfaced but for the avoidance of doubt shall not include any Third Party Suppliers.

4. License

4.1. Compliance

The Customer will be responsible to Versaterm for compliance with the restrictions on use and other terms and conditions of this Section 4 by Customer and all its Authorized Users.

4.2. License for Use (SaaS Services)

Subject to the terms and conditions the Agreement and the payment of the applicable Fees, Versaterm hereby grants to Customer, for use by its Authorized Users, a non-exclusive, non-transferable, non-sublicensable license to access the SaaS Services, as described in Section 1. The SaaS Services shall be accessible through a designated secure internet platform during the Term of this Agreement solely for the Customer's use in conjunction with the Customer's police operations, and not for resale, access by third-parties, or for other commercial purposes.

Apart from the rights enumerated in this Agreement, the SaaS Services do not include a grant to the Customer of any right to use, nor any ownership right, title, or other interest, in or relating to SaaS Services, nor in any copy of any part of the SaaS Services.

4.3. License for Use (On-Site Software)

Subject to the terms and conditions the Agreement and the payment of the applicable Fees, Versaterm hereby grants to the Customer, for use by its Authorized User, a non-exclusive license to use the On-Site Software, as described in Section 1, solely for the Customer's use in conjunction with the Customer's police operations.

Apart from the rights enumerated in this Section 4, the license does not include a grant to the Customer, of any right to use, nor any ownership right, title or other interest, in or relating to the On-Site Software, nor in any copy of any part of the On-Site Software.

4.4. Third Party Applications

If Customer installs or enables a Third Party Application for use with the SaaS Services, Customer grants Versaterm permission to access Customer Data stored on that Third Party Application as required for the interoperation of that Third Party Application with the SaaS Services.

In no event will Versaterm be responsible for any Third Party Application, or any failure of a Third Party Application to properly interoperate with the SaaS Services. If Versaterm receives information that a Third Party Application may violate any applicable laws or third-party rights, Customer will, promptly upon receiving notice of the foregoing from Versaterm, disable any connection between such Third Party Application and the SaaS Services to resolve the potential violation (and if Customer fails to promptly disable such connection, Versaterm shall have the right to do so).

4.5. Third Party Components

Usage of Third Party Components. Where there are any inconsistencies or conflict between the terms and conditions of Third-Party Components and the terms of this Agreement, such additional terms shall govern the Customer's use of the applicable Third-Party Component. Third-Party Component license(s) are restricted for use solely with Software.

4.6. Third Party Data

Customer shall access and use the Third-Party Data in accordance with the terms and conditions of the agreement between the Customer and the provider of such Third-Party Data.

4.7. Software Enhancements and Optional Modules

Versaterm shall supply the following, subject to the Customer's payment of applicable Fees, and subject to and in accordance with the license rights, restrictions, terms, covenants, conditions, warranties, limitations, exclusions, and other provisions set forth in the Agreement:

- a. Major Enhancement Release(s) and/or Minor Enhancement Release(s) If any, to the Customer at no additional charge.
 - i. in the event of a Major Enhancement Release, Versaterm will deploy such upgrades to the Customer's systems, as scheduled in advance, with appropriate notification to the Customer. Customer shall have 60 days to test the Major Enhancement Release, after which, it becomes part of the SaaS Services.
 - ii. In the event of a Minor Enhancement Release, Versaterm will deploy such updates to the Customer's system, as scheduled in advance, with appropriate notification to the Customer. With the goal of keeping such environments reasonably current, the Customer shall have 5 days to test the update, after which, the update shall become part of the SaaS Services.

- b. Interface modules that are developed by Versaterm for interfacing the SaaS Services to other software products, provided, that such modules are specifically included in the Agreement.
- c. Changes to SaaS Services. Versaterm software operates on a variety of common web browser types. Versaterm reserves the right to provide the SaaS Services using only Versaterm certified browsers.

5. Maintenance and Support

5.1. Site Access

When requested by Versaterm, the Customer is obligated to provide access to its premises, staff, and authorities, provided Versaterm staff meet the security requirements of Section 6.1 of the SS.

5.2. Scope of Support

The Service Level Agreement (SLA) between Versaterm Public Safety US, Inc. and all Customers can be found on the company support portal, where Customer may have one or more user accounts.

The SLA will address software and IT services required to support and sustain Versaterm products and services. The SLA ensures that the proper elements and commitments are in place to provide consistent customer service support and delivery to the Customer(s).

The objectives of this SLA are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise, and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

Clearly delineate the different services provided by Versaterm under a subscription-based contract compared to a maintenance agreement.

5.3. 7x24 Emergency Telephone Support

Versaterm will provide 7x24 Telephone Support that extends Support for problems identified as Critical Priority Error and High Priority Error to include all hours not already provided for within Regular Telephone Support. 7x24 Telephone Support allows the Customer's internal support staff that are technically capable and who first troubleshoot the problem, to authorize Versaterm to provide 7x24 Telephone Support. Additional costs will apply to this enhanced level of application support.

5.4. Third Party Applications

Responsibilities for Planned Updates. Customer shall provide Versaterm with prompt notice, and in no case fewer than forty-five (45) days' advance notice, of any update by the Third-Party Provider of a Third-Party Application. Versaterm shall undertake commercially reasonable efforts to patch or update the Product in order to integrate it with the updated integrated Third-Party Application.

Responsibilities for Planned Upgrades. Customer shall provide Versatern with prompt notice, and in no case fewer than ninety (90) days' advance notice, of any planned upgrade by the Third-Party Provider of a Third-Party Application. Versatern shall evaluate the time and resources required to patch or update the Product in order to integrate it with the upgraded Third-Party Application. The Parties shall engage in good faith negotiations to agree on the terms (including, without limitation, schedule and price) on which Versatern would develop a patch, update, or upgrade to integrate the Product with the Third-Party Application.

6. Other Terms

6.1. Security

Background Screening. Versatern agrees that all necessary personnel Versatern employs pursuant to this Agreement shall be subject to Versatern's background and security checks and screening (collectively "Background Screening") at Versatern's sole cost and expense as set forth in this paragraph. The Background Screening shall include, as a minimum, criminal record checks, local police record checks, and credit checks. Any additional Background Screening required by the Customer may be at additional cost.

FBI CJIS Security Addendum. Versatern agrees to the terms and requirements set forth in the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Addendum.

6.2. Onboarding Terms & Conditions

6.2.1. Documents

The Onboarding Terms and Conditions shall also include the following sections, where applicable:

- i. Documents
- ii. Statement of Work
- iii. Project Implementation Schedule
- iv. Interface Control / Tailored Work Document (ICTWD) - Not applicable
- v. Data Migration - Not Applicable
- vi. Enhancements Control Document (ECD) – Not applicable
- vii. Acceptance Testing
- viii. Training Course Outlines – Not applicable
- ix. Changes to Onboarding Projects – Not applicable

6.2.2. Statement of Work

Minimum Application Versions for Hosting (Versatern Cloud)

LIMS-plus, ChainLinx and Portal v3.8	3.8.47 or later
--------------------------------------	-----------------

LIMS-plus, Portal v5	5.3.38 or later
CIMS	1.0.35 or later
LIMS-plus DNA	1.1.22 or later

On-Premises to Versaterm Cloud Move (Customer below minimum versions of any apps being moved)

Upon receipt of signed agreement:

Customer will determine if there are any existing integrations. If there are, then the process must include an evaluation of each integration to determine the feasibility of continued operation as is or if a rewrite of that integration is necessary. Versaterm is not responsible for any custom integrations not covered under a maintenance agreement with Versaterm.

Customer will need to send the most recent database back up for each application to Versaterm. Delivery method for data transfer will be coordinated with the Versaterm Product Delivery Team.

For LIMS-plus 3.x customers they will need to send a copy of their "jtrax share" (customers are encouraged to use a tool such as 7-zip and compress the archive into multiple files for easier transfer.)

Versaterm will create the cloud deployment to include the backups and files mentioned above.

Versaterm will perform an in-place upgrade of the application(s) to the most current released version implementing any changes required to make the system operational. This could include enabling/disabling features. Customer is responsible for any additional configuration required by the upgrade.

For LIMS-plus v3.7 and below customers, Versaterm will perform a "Health Check" on the database and identify data that could pose issues to the use of the applications to the customer. The Customer is responsible for determining if the data can be ignored, needs to be corrected, etc. within a 30-day period, otherwise it will be deemed to be acceptable to use as is. Versaterm will assist in the correcting of the data (running or creating scripts as an example) to facilitate usefulness.

Versaterm will convert existing Crystal Reports from ODBC to ADO. At this time, Word reporting for LIMS-plus v3.x is not supported in Versaterm Cloud. The customer is responsible for validating the function of the reports after the conversion.

Versaterm will provide the customer with the URL to access the application(s.)

The customer will access the application(s) and log in.

The customer is responsible for reviewing application release notes to determine functionality introduced with versions of the application later than the one from which they have upgraded.

The customer is responsible for training their users on any new functionality should they chose not to engage professional services.

On-premises to Versaterm Cloud Move - (Customer at or above minimum versions of all apps being moved)

Upon receipt of signed agreement:

Customer will determine if there are any existing integrations. If there are, then the process must include an evaluation of each integration to determine the feasibility of continued operation as is or if a rewrite of that integration is necessary. Versaterm is not responsible for any custom integrations not covered under a maintenance agreement with Versaterm.

Customer will need to send the most recent database back up for each application to Versaterm. Delivery method for data transfer will be coordinated with the Versaterm Product Delivery Team.

For LIMS-plus 3.x customers they will need to send a copy of their "Jtrax share" (customers are encouraged to use a tool such as 7-zip and compress the archive into multiple files for easier transfer.)

Versaterm will create the cloud deployment to include the backups and files mentioned above.

Versaterm may perform an in-place upgrade of the application(s) to the most current released version implementing any changes required to make the system operational. This could include enabling/disabling features. Customer is responsible for any additional configuration required by the upgrade.

Versaterm will convert existing Crystal Reports from ODBC to ADO. At this time, Word reporting for LIMS-plus v3.x is not supported in Versaterm Cloud. The customer is responsible for validating the function of the reports after the conversion.

Versaterm will provide the customer with the URL to access the application(s.)

The customer will access the application(s) and log in.

The customer is responsible for reviewing application release notes to determine functionality introduced with versions of the application later than the one from which they have upgraded.

The customer is responsible for training their users on any new functionality should they choose not to engage professional services.

6.2.3. Project Implementation Schedule

Upon receipt of the database backup(s) and file share archive (where applicable):

Within 60 business days Versaterm will provide the URL and login credentials for the customer to log in and begin the system verification process.

If a database upgrade is required, within 60 business days Versaterm will provide a restored database to begin the data verification process.

The customer shall have 60 business days post initial log in to complete the verification process and schedule a final move of the initial test system into production. At this point in time, the customer would have a solid understanding of the amount of time taken to perform a back-up and upload of their data to Versaterm. Versaterm would have a solid understanding of the amount of time required to restore that data and repeat the process to make it available to the customer.

A final file repository refresh and database upgrade and restoration will need to be completed just prior to the system moving into production.

6.2.4. Interface Control / Tailored Work Document (ICTWD)

6.2.5. Enhancements Control Document (ECD)

6.2.6. Data Migration

6.2.7. Acceptance Testing

The Customer will identify a team of users to take on the role of power users, subject matter experts, back up administrators (however named by the organization). These people should have technical, specific, and practical knowledge of at least one Discipline in the Crime Lab as well as evidence handling and processing. They will act as liaisons between the individual units and the overall implementation team. They should participate in admin or power user/ SME training during the implementation and help to make configuration choices for their representative unit.

These staff members will be responsible for the acceptance of the individual section workflows and configuration. They will perform validation testing of all configured screens, administrative data, reports and any integrations that are needed by the section. Once they have signed off on their workflow, the application will be configured for use for that discipline. Once all disciplines have been accepted, the application will be considered Configured for Use and that milestone will be achieved.

6.2.8. Training

6.2.9. Changes to Onboarding Projects

From time-to-time Project Changes may arise. Versaterm staff will propose and post such Changes to the Versaterm electronic project management system where the Customer shall accept or reject the change. Changes will be deemed acceptable should the Customer not respond within 7 calendar days.

Amendments

The following types of changes shall require an Amendment Form to be completed, and if approved, signed by representatives of both Parties authorized to bind each Party in such matters:

- Adding new product or additional services to the Project.
- Changes in project scope that result in an increase to the fees.
- Updates to the Project Implementation Schedule (Exhibit D.2) that impact the "1.9 Configured and Available for Use" Payment Milestone.

The above types of changes are not meant to be an inclusive list.

In the event of inconsistencies amongst the Main Agreement or the Agreement's Exhibits and any Change Order Form, the Change Order Form shall take precedence over the Exhibits contained in the Agreement. The Main Agreement shall remain unaffected.

Amendment Form

CUSTOMER NAME

AMENDMENT # TO AGREEMENT NUMBER

THIS Amendment, entered into this ____ day of _____, ____, by and between the CUSTOMER NAME (herein called the "Customer") and Versaterm Public Safety US, Inc.").

WHEREAS, the Customer and Versaterm have entered into that certain Agreement identified above (the "Agreement"); and

WHEREAS, Versaterm and the Customer have agreed that a change to the here-mentioned Agreement is necessary;

NOW, THEREFORE, the parties hereto agree to amend said Agreement asuo follows:

[Inset amendment language here].

All other terms and conditions of said Agreement are unaltered hereby, shall remain in full force and effect, and are hereby ratified and reaffirmed.

FOR VERSATERM:

Signed _____ Title _____
_____ Date _____

FOR THE CUSTOMER:

Signed _____ Title _____
_____ Date _____

6.3. System Performance and Availability Standards

This Section sets forth the performance and availability standards to which the Versaterm software applications are expected to perform, providing that the Customer meets Versaterm's recommended hardware and network specifications, including server, desktop workstation and mobile configurations, and that the Customer uses the Application Software according to its intended design.

Server hardware/software requirements, minimum workstation configurations, and network requirements are defined in Section 6.4. Specifications and requirements are subject to change to support future Product Upgrades.

The measured times exclude any factors that may be caused by factors outside of Versatern's control, such as, but not limited to, the network.

6.3.1. Transaction Response Times

Versatern Application Software performance is based on transaction response times, which are measured from operator action until visual response is observed or until the operation is completed.

Important Note: Expected response times are not for data-dependent transactions, such as, but not limited to, displaying data lists, displaying dashboards, querying external interfaces, attaching/downloading files, generating reports, printing, or performing queries or searches. For such types of data-dependent transactions, including large administrative tasks and large evidence transfers, the response time results may vary depending on the amount of data involved, the sizes of the files involved, the complexity of reports, or the types of search criteria entered.

The approach taken will be to measure the performance of transactions from an end user while the System is under normal and reasonable workload within the Production Use environment. Delays caused by the network will not be included in the response times.

When measuring response time, no backups, ad-hoc queries against the database, or reports will be processed. The response times will be measured from workstations that meet the recommended workstation requirements as defined in Section 6.5.

The expected transaction times for Versatern Software Applications is three (3) seconds or less.

6.3.2. Availability Standards

During the Production Period of the SaaS Services, the Application Software shall be available in the production environment 98% of the time. The following specifications define both availability and the method by which it is calculated:

Versatern

6.3.3. Data Backup and Disaster Recovery

During the Production Period of the SaaS Services, Versatern shall provide backup of Customer data using the tools inherent to the platform, e.g., Microsoft Azure. Platform tools shall also be used to establish and maintain disaster recovery processes.

SQL Database Backup and Retention as follows:

- 14 days of daily
- 4 weeks of weekly
- 4 months of monthly
- 4 years of yearly

- SQL Transaction Logs
- 14 days of hourly backups

- File/Storage Backups and Retention as follows:
- 30 days of daily backups

- Misc. VM backups
- Instant Restore Backups – 2 days
 - 14 days of daily
 - 4 weeks of weekly
 - 4 months of monthly
 - 4 years of yearly

- Return to Operation Objectives
- VM Restore
 - Instant Restore Backup (2 Hours)
 - Older backup (1 day)
 - SQL Restore
 - 4 hours to 1 day depending upon size of database
 - File Share Restore
 - 4 hours
 - Site Restore
 - 2 days

6.4. Transition Assistance

Upon termination of the Agreement for any reason, and subject to Fees due being paid in full, Versaterm will return Customer's data in a CSV or other mutually agreed upon format for each record and provide them to the Customer for download. Records can be uploaded to Customer's new system by the Customer or its new vendor. Transition assistance services are included in the Fees charged to Customer under Section 1. Fees are due and payable up to the cut-off date.

As an optional transition assistance service, Versaterm shall provide, for an additional Fee, the database and other managed services, as mutually agreed upon.

Notwithstanding the foregoing, Versaterm reserves the right to retain Customer Data on audit logs and server system logs and in support tickets, support requests, and direct communications with Versaterm.

6.5. Minimum Client and Peripheral Specifications – System Requirements

Below are the system requirements for Versaterm Software Applications, separated by systems hosted in *Versaterm Cloud* and those installed on premises.

6.5.1. Versaterm Cloud

Supported Platforms

Desktop OS Windows 10 or 11

Prerequisites

Desktops .NET 4.7.2 or Higher
Adobe Reader 10 or Higher
JTTray

Compatible Browsers

Microsoft Edge (Recommended)
Google Chrome¹
Firefox 51.x or Higher¹

Special Considerations

Requirements All guidelines are the minimum recommendations for suitable performance.

OS LIMS v3.7.x and v3.8.x do not support file paths that exceed 200 characters.

Barcode Printers Versaterm supports Eltron/Zebra printers currently supported by the manufacturer.

6.5.2. On-Premises

	25 Users			50 Users			100 Users		
	Processors	RAM	Disk Space	Processors	RAM	Disk Space	Processors	RAM	Disk Space
Web Server	4	8 GB	100 GB	4	8 GB	200 GB	8	8 GB	300 GB
Database Server	4	16 GB	100 GB	4	16 GB	200 GB	8	16 GB	300 GB

Supported Platforms

Server OS	Windows Server Standard Edition or Higher (minimum 2012 R2 or newer)
Database	Microsoft SQL Server (minimum 2016 or newer)
Web Services	IIS 8.5 or Higher
Desktop OS	Windows 10 or 11

Prerequisites

Desktops	.NET 4.7.2 or Higher Adobe Reader 10 or Higher JTTray
Servers	.NET 4.7.2 or Higher .NET Core (If installing Portal) JTHub
Active Directory	Implementations where the web, file and SQL services are housed on separate physical or virtual servers will require the configuration of a managed service account, service principle names (SPN) and delegation.
Domain Functional Level	2008 R2 or Higher

Compatible Browsers

MICROSOFT EDGE
(RECOMMENDED)

Google Chrome^a

Firefox 51.x or Higher^b

Special Considerations

Requirements	All guidelines are the minimum recommendations for suitable performance.
--------------	--

	<p>We recommend allocating additional processing, memory and storage capacity if a large number of concurrent users is expected (greater than 50) or if the lab will be storing a large number of images and attachments.</p> <p>Concurrent corresponds to the number of active users who are making simultaneous requests to the application. A system may have 200 total users, but only 30 to 50 are concurrently active at any given moment.</p> <p>Please contact Sales for information regarding large-scale deployments.</p>
Servers	<p>We recommend dedicated servers for Versaterm applications.</p> <p>Only one instance of the JTHub is needed in most environments.</p>
OS	<p>LIMS v3.7 x does not support file paths that exceed 200 characters.</p>
Database	<p>SQL's memory usage should be limited to allow the OS at least 4GB of RAM.</p> <p>Initial installs require Microsoft SQL Server 2016; upgrades to existing systems can continue on the existing database version.</p>
Virtualization	<p>Our applications will run in virtualized environments.</p> <p>Services may be housed on one or more virtual machines.</p> <p>Implementation and support of virtualization is not provided by Versaterm.</p>
Fallover	<p>Our applications are compatible with Windows failover clustering.</p> <p>Our applications are compatible with SQL Active/Passive clustering.</p> <p>Implementation and support of fault tolerance is not provided by Versaterm.</p>
Clustering	<p>Multiple web server deployments are not required for most scenarios.</p> <p>Dates and times reflect the time zone of the web server. Labs that span multiple time zones might consider deploying a web server in each zone to accurately reflect the time of each zone.</p> <p>Implementation and support of clustering is not provided by Versaterm.</p>

Backups Versatarm does not assume any responsibility for backups.
 A backup solution will need to be implemented by local
 support staff.

Barcode Printers Versatarm supports Eltron/Zebra printers currently
 supported by the manufacturer.

¹ Google Chrome is compatible with v3.8 products but has not been fully tested

² Firefox is compatible with v3.8 products but has not been fully tested.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have executed this OF as of the day and year indicated below.

Versaterm Public Safety [US] Inc.

By: _____

Name: [name of signer]

Title: [title of signer]

Date: [date]

Jackson Police Department

By: _____

Name: [name of signer]

Title: [title of signer]

Date: [date]

2

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACTUAL AGREEMENT WITH MOTOROLA SOLUTIONS FOR THE PURCHASE OF SOFTWARE FOR LICENSE PLATE RECOGNITION (LPR) DATA FOR THE JACKSON POLICE DEPARTMENT.

OFFICE OF THE
10/11/24
J. Conner

WHEREAS, the Jackson Police Department requires advanced software to efficiently capture, manage, and analyze license plate recognition data (LPR) to enhance public safety, monitor traffic, and support investigations; and

WHEREAS, Motorola Solutions Inc., through its wholly-owned subsidiary Vigilant Solutions, is the sole manufacturer of Motorola's LPR products; and

WHEREAS, Section 31-7-13(m)(viii) states, in connection with the purchase of noncompetitive items only available from one (1) source, a certification of the conditions and circumstances requiring the purchase shall be filed by the agency with the Department of Finance and Administration and by the governing authority with the board of the governing authority. Upon receipt of that certification, the Department of Finance and Administration or the board of the governing authority, as the case may be, may, in writing, authorize the purchase, which authority shall be noted on the minutes of the body at the next regular meeting thereafter. In those situations, a governing authority is not required to obtain the approval of the Department of Finance and Administration. Following the purchase, the executive head of the state agency, or his designees, shall file with the Department of Finance and Administration documentation of the purchase, including a description of the commodity purchased, the purchase price thereof, and the source from whom it was purchased; and

WHEREAS, the Jackson Police Department certifies that it has investigated and confirms that the conditions and circumstances in the attached Sole-Source Justification letter are accurate; and

WHEREAS, the Jackson Police Department recommends that the City of Jackson procure a Mobile LPR 2-Camera Subscription at \$3,750.00; installation of the camera for \$780.00, two Push Bumper Bracket Mounting Kits for LPR Camera for \$130.00; a subscription for 101 to 200 sworn officers to the Investigative Data Platform for \$19,250.00; a Viligant System Start Up & Commissioning of "In Field" LPS system for \$995.00; a Viligant Travel via Client Site Visit at \$1,500.00; and Viligant Shipping Charges for \$130.00; and

WHEREAS, the cost of said subscription shall not exceed \$26,765.00 annually; and

WHEREAS, the Jackson Police Department recommends that the Mayor be authorized to execute an agreement with Motorola Soutlions, Inc., with offices at 500 W. Monroe Street, Suite 400, Chicago, IL 60661, and Viligant Solutions, LLC, with offices at 1209 Orange Street, Wilmington, DE 19801, for a five-year contract for the Mobile LPR 2-Camera subscription; and

WHEREAS, the contractual agreement will include the purchase of the LPR data software, software installation, maintenance services, and potential future upgrades to ensure the department remains equipped with the most advanced data management tools; and

WHEREAS, the term of this agreement will commence on the effective date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last ordering document in effect, or (b) the expiration of all applicable warranty periods, unless the agreement is earlier terminated as set forth herein.

IT IS THEREFORE ORDERED, that the Mayor is authorized to execute a contractual agreement and related documents with Motorola Solutions to purchase LPR data software for the Jackson Police Department.

IT IS FURTHER ORDERED, that the Jackson Police Department shall make payments as outlined in the contractual agreement and ensure proper fund allocation from the department's budget.

Agenda Item No. 2
10.15.24
(Wade, Lumumba)

POINTS		COMENTS				
1.	Brief Description/Purpose	TO AUTHORIZE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND MOTOROLA SOLUTIONS				
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	CRIME PREVENTION				
3.	Who will be affected	JACKSON POLICE DEPARTMENT				
4.	Benefits	PROVIDE SOFTWARE FOR THE JACKSON POLICE DEPARTMENT				
5.	Schedule (beginning date)	UPON COUNCIL APPROVAL				
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	ALL WARDS	CITYWIDE			
		N/A				
7.	Action implemented by: ▪ City Department ▪ Consultant	JACKSON POLICE DEPARTMENT	CITY LEGAL			
8.	COST	\$26,765.00 annually				
9.	Source of Funding ▪ General Fund ▪ Grant X ▪ Bond ▪ Other	GRANT 437.442.6316				
10.	EBO participation	ABE _____%	WAIVER	yes _____	no _____	N/A _____
		AABE _____%	WAIVER	yes _____	no _____	N/A _____
		WBE _____%	WAIVER	yes _____	no _____	N/A _____
		HBE _____%	WAIVER	yes _____	no _____	N/A _____
		NABE _____%	WAIVER	yes _____	no _____	N/A _____

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACTUAL AGREEMENT WITH MOTOROLA SOLUTIONS FOR THE PURCHASE OF SOFTWARE FOR LICENSE PLATE RECOGNITION (LPR) DATA FOR THE JACKSON POLICE DEPARTMENT legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Sondra Moncure, Special Assistant 



Date

 MOTOROLA SOLUTIONS		Vigilant Solutions, LLC P.O Box 841001 Dallas, Texas 75202 (P) 925-398-2079 (F) 925-398-2113			
Issued To:	Jackson Police Department - Attention: Josh Macko	Date:	08-16-24		
Project Name:	Jackson- L5M subscription + IDP	Quote ID:	CBV-1046-03		

Mobile LPR 2-Camera Subscription Package

5 year contract

includes licensing and hardware warranty

\$3,750 per system, per year

Qty	Item #	Description
(1)	SUB-CDM-2-L5M \$3,750.00 Each	Mobile LPR 2-Camera Subscription Package <ul style="list-style-type: none"> • Annual Subscription to 2-Camera Mobile LPR System • Includes Qty=2 L5M Mobile LPR Cameras w/ VLP-5200 Processing Unit • Wiring harness w/ ignition control (Direct to Battery) • Single point power connection, Field installed GPS antenna • LEARN hosted LPR account for data storage, alerting, analytics & video tools <ul style="list-style-type: none"> ◦ All CarDetector LPR Software (for MDC) w/ Updates ◦ Mobile Hit Hunter (for CarDetector Mobile LPR Software) ◦ Unlimited Mobile Companion (for Android or iPhone) Single Plate Scan • Annual limited hardware warranty • Requires 5-year Enterprise Service Agreement Commitment
Subtotal Price		\$3,750.00

Start up

Qty	Item #	Description
(1)	MCA-INSTALL \$780.00 Each	Installation per vehicle <ul style="list-style-type: none"> • includes start up and commissioning
Subtotal Price		\$780.00
(2)	K-PB-HD-SET \$155.00 Each	Push Bumper Bracket Mounting Kit for LPR Camera <ul style="list-style-type: none"> • Single LPR Camera Mounting Bracket for Push Bar - One per camera
Subtotal Price		\$310.00

Qty	Item #	Description
(1)	VS-SHP-01 \$130.00 Each	Vigilant Shipping Charges - Mobile <ul style="list-style-type: none"> • Applies to each Mobile LPR System • Shipping Method is FOB Shipping
Subtotal Price		\$130.00

Qty	Item #	Description
(1)	VS-IDP-02 \$19,250.00 Each	Investigative Data Platform - Annual Subscription for 101 to 200 Sworn - State and Local <ul style="list-style-type: none"> • Commercial LPR Data access - For 101 to 200 Sworn <ul style="list-style-type: none"> ◦ Access to all Vigilant commercially acquired national vehicle location data ◦ Unlimited use by authorized agency personnel to complete suite of LEARN data analytics ◦ Includes full use of hosted/managed LPR server account via LEARN • ComparisonManager with public mugshot gallery Access For 101 to 200 Sworn <ul style="list-style-type: none"> ◦ Unlimited use by authorized agency personnel to all ComparisonManager tools ◦ Image gallery of up to 5,000 images
Subtotal Price		\$19,250.00

Qty	Item #	Description
(1)	SSU-SYS-COM \$995.00 Each	Vigilant System Start Up & Commissioning of 'In Field' LPR system <ul style="list-style-type: none"> • Vigilant technician to visit customer site • Includes system start up, configuration and commissioning of LPR system • Includes CDM/CDF Training • Applies to mobile (1 System) and fixed (1 Camera) LPR systems
Subtotal Price		\$995.00

Qty	Item #	Description
(1)	VS-TRVL-01 \$1,550.00 Each	Vigilant Travel via Client Site Visit <ul style="list-style-type: none"> • Vigilant certified technician to visit client site • Includes all travel costs for onsite support services
Subtotal Price		\$1,550.00

Quote Notes:

1. This quote will expire on Oct 2nd, 2024
2. No installation and/or service included in this proposal unless explicitly stated above.
3. This purchase does not include a SIM for cellular service
4. MSI's Master Customer Agreement: https://www.motorolasolutions.com/en_us/about/legal.html (and all applicable addenda) shall govern the products & services and is incorporated herein by this reference. Any free services provided under this offer are provided AS IS with no express or implied warranty

Contract Terms Acknowledgement

This Contract Terms Acknowledgement (this "Acknowledgement") is entered into between **Vigilant Solutions, LLC**, a Delaware corporation ("**Vigilant**") and the entity set forth in the signature block below ("**Customer**"). Vigilant and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**".

1. Contract Terms Acknowledgement. Customer acknowledges that they have received Statements of Work that describe the services provided on this Agreement. Parties acknowledge and agree that the terms of the Master Customer Agreement ("MCA"), including all applicable Addenda, shall apply to the Services set forth in the accompanying Ordering Document. Vigilant's Terms and Conditions, available at https://www.motorolasolutions.com/en_us/about/legal.html, including the Master Customer Agreement, is incorporated herein by this reference. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in this Acknowledgement and the signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement.

2. Entire Agreement. This Acknowledgement, including the accompanying Ordering Document, supplements the terms of the MCA, applicable Addenda, and Ordering Documents entered between the Parties and forms a part of the Parties' Agreement.

3. Disputes; Governing Law. Sections 12 -- Disputes of the MCA is hereby incorporated into this Acknowledgement *mutatis mutandis*.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Customer: _____

Signature: _____

Name: _____

Title: _____

Email: _____

Date: _____

Quoted by: **Caroline Bonczyk - Mobile Video ITS - 773-560-4980 - caroline.bonczyk@motorolasolutions.com**

Total Price	\$26,765.00 (Includes sales tax)
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Jul 23, 2024

Re: Vigilant Sole Source Justification

To the city of Jackson Police Department,

I am providing this letter as written confirmation of the ownership and market status of our license plate recognition (LPR) systems. Vigilant Solutions (a wholly-owned subsidiary of Motorola Solutions, Inc.) is the sole manufacturer of our LPR products; Vigilant Car-Detector Mobile, Car-Detector Fixed, L5F (fixed), LSM (mobile), Reaper HD (fixed and mobile), L5Q, and L6Q (quick deploy) camera systems. Additionally, it is the provider of Vigilant Commercial Data investigative platform, LEARN, LEARN Mobile, Mobile Companion (iOS and Android App), and the Target Alert Service (TAS).

We appreciate your consideration of expanding your relationship with and use of Vigilant as your LPR provider. We are pleased to present you with the following elements to support a sole source justification for Vigilant Solutions' LPR hardware and LEARN database.

- Vigilant developed, owns and maintains the world's single largest LPR data sharing initiative, known as LEARN. LEARN consists of over 36 billion plate scans and is growing exponentially. ~~LEARN~~ consists of commercially collected LPR data owned by Vigilant (Commercial Data), Private Businesses, and HOAs (Enterprise Data) and detections from fellow law enforcement customers. This data is exclusively available for law enforcement customer investigations via LEARN.
- Vigilant Commercial Data is significant, with over 16+ billion detections. These detections are critical to law enforcement investigators and are only available through Vigilant.
- LEARN is the only LPR database hosted in an Azure.gov environment that is CJIS compliant. While license plate reader data inherently contains no personal information, it is linkable through other sources or free text data fields that may enable the end-user to input data that could be viewed as personally identifiable information (PII) or Criminal Justice Information (CJI). Of greater relevance, law enforcement hotlist information, such as NCIC data, is managed by Motorola law enforcement customers and may contain CJI as defined in 4.1 of the CJIS Security Policy. For these reasons, Motorola has voluntarily implemented CJIS security controls we believe are necessary to comply with the relevant sections.
- LEARN features full auditing and reporting of all user and agency manager transactions within the LEARN system. Only agencies with an Originating Agency Identifier (ORI) number can access LEARN law enforcement data.
- Agency collected data access and retention policies are managed by the customer. Unlimited LPR data storage is offered at no additional cost to Vigilant Public Safety customers, with no retention limits within the legal bounds of the respective state law.
- Vigilant offers full data-sharing ownership and control to the individual customer. Vigilant will not use law enforcement customer data for any purpose.
- Only Vigilant offers in-app alerts on Mobile Companion and Excessive Plate Alerting.

Motorola Solutions Inc.
500 W. Monroe St
Chicago IL 60661

www.motorolasolutions.com



- Vigilant's LPR hardware can only be accessed by utilizing the LEARN server. Third-party LPR vendors cannot ingest our detections directly from our cameras. Conversely, Vigilant can consume competitors' LPR data directly from their cameras or API.
- Vigilant is the sole LPR provider to offer all of these investigative analytic tools to assist in developing leads in a law enforcement investigation in one place;
 - **QuickSearch**- Full & Partial plate, Smart Wildcard, Vehicle Type, Body Class, Make, Model, Year, Color, Registration State, and VIN searching. Only Vigilant offers VIN searching.
 - **Stakeout**- Define locations on a map (up to 30) using geo-boundaries to create groupings of detections. The groupings can show site visits of individual LPR vehicles and their detections. Stakeout will show duplicated vehicles across multiple locations in a Common Plate Report. With a known target plate, associated vehicles can be identified.
 - **Locate Analysis**- Provides a full analytical workup of a vehicle based on location data. This analysis will provide location data and the most popular time the vehicle has been seen at the location.
 - **Location Vehicles**- Allows users to quickly view 50 vehicles that were scanned before and after this unique detection. The user can adjust the number of viewable vehicles to 250.
 - **Associated Vehicles**- Quickly identify vehicles scanned within 250 feet of the selected vehicle at three or more locations, where each of the locations was separated by more than a mile.
 - **Convoy Analysis**- Quickly identify vehicles that may be following the selected vehicle through three or more fixed LPR locations and proactively create an alert if requested. Only Vigilant offers automatic alerting.
- New detections can be cross-referenced against user-defined Federal (NCIC), State, and local hotlists, allowing users to receive near real-time alerts in and outside their jurisdiction. Vigilant is the only LPR provider whose hotlists are directly shareable by the customer and have customizable hotlist user alerts. With Vigilant, you can choose which users get what alerts.
- Vigilant is the sole LPR provider that utilizes the Vulcan AI Engine to determine Make, Model, Vehicle Type, and Color from new detections and analyze its existing database detections to create a Comprehensive Data Set of hundreds of millions unique plates.
- Vigilant is the sole LPR provider that offers free access to the Vigilant Solutions Law Enforcement Academy (VSLEA) for LPR training. This training is being provided via webinar, on-demand, or in-person. Vigilant is the only LPR provider that offers CA POST and IADLEST certified LPR training classes.
- Vigilant is the sole LPR provider to offer a complete end-to-end LPR solution. Multi-lens, multi-sensor cameras (Reaper HD, L5M, and L5F), single lens, single sensor, quick-deploy, solar cameras (L5Q and L6Q).

Best regards,

Caroline Bonczyk
Inside Territory Sales- Video

Motorola Solutions Inc.
500 W. Monroe St
Chicago IL 60661

www.motorolasolutions.com

Mobile LPR Subscription, Fees and Payment Provision

I. License Key: The Camera License Key (CLK) means an electronic license key that will permit the use of MSI's LPR software to be used with standard MSI issued LPR cameras (one CLK per LPR camera) and select MSI Software Products.

II. Offer Services: This Offer includes the following Hardware / Software Services / Software Products:

- **Hardware:**
 - 1, 2, 3, or 4 Camera LPR System
 - VLP or Tablet Processor
- **LPR Software Services / Software Products:**
 - Standard Annual Hardware Warranty
 - MSI Managed/Hosted LPR Account
 - CarDetector LPR Software w/ all updates
 - Mobile Hit Hunter (for CarDetector Mobile LPR Software)
 - Unlimited Mobile Companion (for Android or iPhone) Single Plate Scan
- **Optional Parking Services:**
 - Parking Toolkit (software application)
 - Parking Integration (3rd party system integration)
 - Scofflaw Alerting Service

III. Annual Subscription Fees (CLKs): The Subscription Fees applicable to each Annual Service Period for this Offer shall be as follows:

Annual Subscription Fee per System (via # of CLKs per System)			
	W/ VLP Processor	W/ Tablet Processor	W/ VLP & Tablet
1-Camera System (1 CLK)	\$3,250.00	N/A	\$3750.00
2-Camera System (2 CLKs)	\$3,750.00	\$3,950.00	\$4250.00
3-Camera System (3 CLKs)	\$4,350.00	\$4,550.00	\$4850.00
4-Camera System (4 CLKs)	\$4,950.00	N/A	N/A



Optional Parking Services: Software and/or data services related to Parking specific application and use:

Annual Parking Services Fee Schedule	
Parking Enforcement System Toolkit	\$1000.00
Parking Integration Service	\$1,000.00
Scofflaw Alerting Service	\$25,000.00

IN WITNESS WHEREOF, the undersigned has agreed to this rate sheet as of the Signature Date.

Company Name: _____

Signer's Name: _____

Signer's Email: _____

Signature Date: _____

Signature: _____

[Home \(/en_us.html\)](/en_us.html) \ [About Us \(/en_us/about.html\)](/en_us/about.html) \ [Motorola Solutions Terms and Policies \(/en_us/about/legal.html\)](/en_us/about/legal.html)
 \ [Motorola Solutions Customer Terms \(/en_us/about/legal/motorola-solutions-customer-terms.html\)](/en_us/about/legal/motorola-solutions-customer-terms.html)
 \ [Motorola Solutions Customer Agreement](#)

MOTOROLA SOLUTIONS CUSTOMER AGREEMENT

This Motorola Solutions Customer Agreement (the "MCA") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("Motorola") and the entity purchasing Products or Services (as defined below) from Motorola ("Customer"). Motorola and Customer will each be referred to herein as a "Party" and collectively as the "Parties". This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product or Service from Motorola, and (b) the date of the last signature on the first Ordering Document (as defined below) between the Parties (the "Effective Date").

If you are purchasing Products or Services on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as "Customer" to this Agreement; (b) you have read and understand this Agreement; and (c) on behalf of the Customer that you represent, you agree to this Agreement. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this Agreement, please do not complete the purchase of Services or Products from Motorola.

1. Agreement.

1.1. Scope Agreement Documents. This MCA, available at [www.motorolasolutions.com/product-terms \(/en_us/about/legal.html\)](http://www.motorolasolutions.com/product-terms/en_us/about/legal.html), governs Customer's purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda, also available at [www.motorolasolutions.com/product-terms \(/en_us/about/legal.html\)](http://www.motorolasolutions.com/product-terms/en_us/about/legal.html) (each an "Addendum", and collectively the "Addenda"). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, order forms, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the "Ordering Documents"). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties' "Agreement".

1.2. Modifications. Motorola may modify this Agreement (including the Addenda) at any time after providing notice thereof to Customer on [www.motorolasolutions.com/product-terms \(/en_us/about/legal.html\)](http://www.motorolasolutions.com/product-terms/en_us/about/legal.html). Modifications are effective as of the date of publication, and if Customer does not agree to any such modifications, Customer must cease using the Products and Services.

1.3. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

2.1. Products. Motorola will (a) sell hardware provided by Motorola ("Equipment"), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term ("Licensed Software"), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis ("Subscription Software") to Customer, to the extent each is set forth in an Ordering Document, for Customer's own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as "Products", or individually as a "Product". At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products originally purchased by Customer.

2.2. Services.

2.2.1. Motorola will provide services related to purchased Products ("Services"), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations ("Sites"), agreed upon by the Parties ("Integration Services"), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) ("Maintenance and Support Services"), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered "Services", as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola's performance of all Services listed in such Ordering Document ("Service Completion Date"); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "Documentation"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "Authorized Users" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "Prohibited Jurisdiction"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not

permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.9. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "Change Order"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA ("Term") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

3.3. Suspension of Services. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the "Fees") will be as set forth in the applicable Addendum or Ordering Document or otherwise provided by Motorola, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "Taxes"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5. Sites; Customer-Provided Equipment; Non-Motorola Content.

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("Customer-Provided Equipment"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, hardware, content, and data that is not provided by Motorola (collectively, "Non-Motorola Content") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Motorola may provide certain Non-Motorola Content as an authorized sales representative of a third party as set out in an Ordering Document. As an authorized sales representative, the third party's terms and conditions, as set forth in the Ordering Document, will apply to any such sales. Any orders for such Non-Motorola Content will be filled by the third party. Nothing in this Section will limit the exclusions set forth in Section 7.2 – Intellectual Property Infringement.

5.6. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Content software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. If provided for in the separate third party license, Customer may have a right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola.

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this Section 7.1 – General Indemnity are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this Section 7.2 – Intellectual Property Infringement are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

7.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of

the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.3. Customer Indemnity. Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Content in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

8.5. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

9. Confidentiality.

9.1. Confidential Information. "Confidential Information" means any and all non-public information provided by one Party ("Discloser") to the other ("Recipient") that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this Section 9 - Confidentiality; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any Information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: "Customer Contact Data" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "Service Use Data" means data generated by Customer's use of the Products and Services or by Motorola's support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; "Customer Data" means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; "Third-Party Data" means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; "Motorola Data" means data owned or licensed by Motorola; "Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and "Process" or "Processing" means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications,

adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, "Motorola Materials"). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provided all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.5. Data Retention and Deletion. Except as expressly provided otherwise under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in

the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.8. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

10.9. Improvements: Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

11. Force Majeure; Delays Caused by Customer.

11.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

11.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this Section 11.2 – Delays Caused by Customer, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

12.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("Notice of Mediation") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this Section 12.2 – Negotiation; Mediation will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be

maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

13.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

13.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

13.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

13.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

13.8. Interpretation. The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

13.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

13.12. Entire Agreement. This Agreement, including all Addenda available at [www.motorolasolutions.com/product-terms \(/en_us/about/legal.html\)](http://www.motorolasolutions.com/product-terms(/en_us/about/legal.html)) and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

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ABOUT US

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INVESTORS

NEWSROOM

TRAINING

CAREERS

COMMUNITY

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USA & Canada (<https://www.motorelsolutions.com/solutions/redirecttohome.html>)

3

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE JACKSON POLICE DEPARTMENT AND THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS, AND EXPLOSIVES TO ALLOW JPD ACCESS TO NATIONAL INTEGRATED BALLISTIC INFORMATION NETWORK (NIBIN) DATA.

SECRET

WHEREAS, the Jackson Police Department recommends that the governing authority for the City of Jackson authorize the Chief of Police and/or the Mayor to execute a MOU with the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF), which will provide the Jackson Police Department full access to NIBIN data. Access will be allowed through the NIBIN Enforcement Support System (NESS) via an internet connection; and

WHEREAS, it is in the best interest of the public to enhance cooperation among Federal, State, Tribal, local law enforcement, and public safety agencies to allow ATF to collect, analyze, refer, and track NIBIN and other crime gun data; and

WHEREAS, the ATF seeks to enter into a Memorandum of Understanding (MOU) with the Jackson Police Department to allow access to federal systems that will assist in investigating crimes related to firearms; and

WHEREAS, the MOU is established pursuant to the authority of the participants to engage in activities related to the investigation and suppression of violent crimes involving firearms. ATF's authority is derived from, among other things, 28 USC § 599A, 18 USC § 3051, 27 CFR § 0.130, and, specifically, the Gun Control Act of 1968, 18 USC Chapter 44 and the National Firearms Act, 26 USC Chapter 53. The parties enter into this MOU pursuant to 31 USC § 6305 ;and

WHEREAS, the Parties agree that a principal point of contract within each organization shall coordinate all communications and tasks under this MOU; and

WHEREAS, this MOU is effective upon the date of the last signature by the authorized representatives of the Parties and shall remain in effect until terminated by either Party; and

WHEREAS, termination of the MOU by either Party will result in the revocation of all NESS accounts established under this Agreement. However, after termination, ATF agrees to provide to the NESS Partner Agency continued access to the NIBIN data associated with only cases originating from the NESS Partner Agency, subject to Federal law and regulations.; and

WHEREAS, the NESS system is provided without charge to JPD. ATF is not responsible for costs associated with the NESS Partner Agency's computer hardware, computer software (other than the NESS application), Internet connection(s), or other communications requirements associated with their use of the NESS application.

IT IS HEREBY ORDERED that the City of Jackson, specifically the Chief of Police and/or the Mayor, is authorized to enter into a Memorandum of Understanding with the Bureau of Alcohol, Tobacco, Firearms, and Explosives.

IT IS FURTHER ORDERED, that the Jackson Police Department can appoint a primary and alternate point of contact who will require access to NESS.

Agenda Item No. 3
10.15.24
(Wade, Lumumba)

APPROVED FOR AGENDA:

Agenda Date _____

Agenda Item # _____ By:

WADE, LUMUMBA

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE JACKSON POLICE DEPARTMENT AND THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS, AND EXPLOSIVES TO ALLOW JPD ACCESS TO NATIONAL INTEGRATED BALLISTIC INFORMATION NETWORK (NIBIN) DATA.
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	CRIME PREVENTION
3.	Who will be affected	JACKSON POLICE DEPARTMENT
4.	Benefits	STREAMLINES POLICE INVESTIGATIONS
5.	Schedule (beginning date)	UPON COUNCIL APPROVAL
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) <input type="checkbox"/> ▪ Project limits if applicable 	ALL WARDS CITYWIDE N/A
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	JACKSON POLICE DEPARTMENT CITY LEGAL
8.	N	N/A
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund X ▪ Grant ▪ Bond ▪ Other 	
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____

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OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE JACKSON POLICE DEPARTMENT AND THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS, AND EXPLOSIVES TO ALLOW JPD ACCESS TO NATIONAL INTEGRATED BALLISTIC INFORMATION NETWORK (NIBIN) DATA is legally sufficient for placement in NOVUS Agenda.



Sondra Moncure, *Special Assistant*

10/11/24 _____
Date

OFFICE OF THE CITY ATTORNEY
10/11/24

**MEMORANDUM OF UNDERSTANDING REGARDING THE
NIBIN ENFORCEMENT SUPPORT SYSTEM (NESS)**

**Memorandum of Understanding
between
Jackson Police Department
and the
Bureau of Alcohol, Tobacco, Firearms and Explosives**

Article I. Purpose and Authority

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is extending their on-going commitment to the law enforcement community by providing participating agencies with access to National Integrated Ballistic Information Network (NIBIN) data. The agency will be able to access NIBIN data through the NIBIN Enforcement Support System (NESS) via an Internet connection. The NESS application allows ATF to collect, analyze, refer, and track NIBIN and other crime gun data. Access will facilitate information sharing and provide near real-time intelligence to participating agencies. The mission of the program is to reduce firearms violence through aggressive identification, investigation, and prosecution of shooters and their sources of crime guns.

ATF has made a concerted effort to leverage existing information technology to better assist law enforcement agencies in the investigation of shooters and other armed violent offenders, prohibited persons possessing firearms, and sources of crime guns. This Memorandum of Understanding (MOU) establishes and defines a partnership between the Parties that will result in ATF NESS installation, operation, and administration for the dissemination of crime gun data to enhance the efforts of law enforcement to integrate resources to reduce firearms violence, identify shooters and sources of crime guns, and refer them for prosecution.

This MOU is entered into by the U.S. Department of Justice (DOJ), ATF, and
Jackson Police Department, hereinafter collectively referred to as "the Parties," and with
Jackson Police Department referred to as the "NESS Partner Agency." This MOU will refer to individuals employed and authorized for NESS access by the NESS Partner Agency as "Users".

The Parties agree that it is the public interest to enhance cooperation among Federal, State, Tribal, and local enforcement and public safety agencies with regard to reducing firearms violence, identify shooters, and their sources of crime guns. The NESS Partner Agency acknowledges that ATF and the NESS program will assist Federal, State, Tribal, and local law enforcement and public safety agencies in combatting firearms violence.

This MOU is established pursuant to the authority of the participants to engage in activities related to the investigation and suppression of violent crimes involving firearms. ATF's authority is derived from, among other things, 28 U.S.C. § 599A, 18 U.S.C. § 3051, 27 CFR § 0.130, and, specifically, the Gun Control Act of 1968, 18 U.S.C. Chapter 44 and the National Firearms Act, 26 U.S.C. Chapter 53. The parties enter into this MOU pursuant to 31 U.S.C. § 6305.

Article II. Background

ATF is a law enforcement organization within DOJ with unique responsibilities dedicated to reducing violent crime and protecting the public. ATF recognizes the role that firearms play in violent crimes and pursues an integrated enforcement and regulatory strategy. Investigative priorities focus on armed violent offenders and career criminals, armed narcotics traffickers, violent gangs, and domestic and international arms traffickers.

Article III. Scope

The purpose of this MOU is to establish an interagency agreement governing the access and utilization of NESS. In addition, the MOU will designate a primary and alternate point of contact (POC) for the NESS Partner Agency. The agency POC will ensure adherence to the MOU between ATF and NESS Partner Agency Users. These POCs shall also identify individuals from their respective agencies who will require system access, periodically validate the list of Users, and to notify an ATF POC immediately if it becomes necessary to revoke or suspend a User's account.

This MOU is effective upon the date of the last signature by the authorized representatives of the Parties and shall remain in effect until terminated by either Party.

Article IV. Interagency Communications

The Parties agree that a principal POC within each organization shall coordinate all communications and tasks under this MOU. To ensure access is permitted to all NESS Partner Agency data, an Originating Agency Identifier (ORI Code) must be provided for each ORI code used by the NESS Partner Agency. The ATF POC can assist the NESS Partner Agency in determining what ORI Codes are appropriate. The designated POCs shall be as follows:

ATF Field Division		
Name	New Orleans	
Address	1 Galleria Blvd, Suite 1700 Metairie, LA 70001	
	Designated ATF Primary POC	Designated ATF Alternate POC
Name:	Robert Haar	Martha Berry
Title:	Resident Agent in Charge	Field Intelligence Supervisor
Email Address:	Robert.Haar@atf.gov	Martha.Berry@atf.gov
Phone #:	(601) 863-0902	(504) 841-7058

NESS Partner Agency		
Name	Jackson Police Department	
Address	327 East Pascagoula Street Jackson, MS 39205	
	Designated NESS Partner Agency Primary POC	Designated NESS Partner Agency Alternate POC
Name:		
Title:		
Phone #:		
Email Address:		
Date of Birth:		
Signature:		
Date:		
NESS Partner Agency ORIs		
MS0250100	MS0250135	
MS0250120	MS0250180	
MS0250137	MS0250131	
MS0250110	MS0250140	

Article V. Responsibilities and Procedures

In becoming an approved NESS Partner Agency of the NESS application, the involved Parties hereby acknowledge and accept the following responsibilities and procedures:

1. **Responsibilities of the NESS Partner Agency.** The NESS Partner Agency shall:
 - a. Appoint primary and alternate POCs within your agency (see table above). The appointed individuals will be responsible for creating, coordinating, and maintaining a list of all personnel, and determining the access levels for Users within the Partner Agency who will require access to NESS.
 - b. The designated POC(s) will immediately notify ATF in the event that a User's account needs to be suspended or revoked for any number of reasons, including (but not limited to) employee transfer, retirement, or release from employment.
 - c. Complete a Request for Change of Agency Point of Contact Form if the POC changes.
 - d. Agree to make every effort to provide complete and accurate information including investigative reports and data related to NIBIN linked shootings and gun recoveries, to the fullest extent allowed by law. This includes general event data including case numbers, dates,

locations, associated persons, etc. Partner Agencies that make a commitment to comprehensive data sharing with ATF will be provided an information platform for developing the best local investigative strategies for their community in the reduction of firearm related crime and violence.

- e. Share the results of NIBIN leads/hits including arrest and prosecution data with ATF via the NESS application.
- f. Provide a list of ORI numbers for the NESS Partner Agency (see table above), which will allow NESS to associate Users to the correct NESS Partner Agency NIBIN data. If the NESS Partner Agency needs to add or remove ORI numbers, it shall submit a completed Amendment of Originating Agency Identifier Form.
- g. Use information generated and retrieved pursuant to this MOU, only for the purpose(s) identified in the Agreement.

2. Responsibilities of the Bureau of Alcohol, Tobacco, Firearms and Explosives:

a. The ATF Field Division shall:

- 1) Appoint primary and alternate ATF POCs.
- 2) Coordinate all communications and tasks listed under this MOU and serve as a liaison between the NESS Partner Agency POC and ATF's Firearms Operations Division (FOD).
- 3) Ensure data sharing processes between ATF and the NESS Partner Agency.

b. FOD shall:

- 1) Maintain the NESS application and share NIBIN Leads with the NESS Partner Agency.
- 2) Upon receipt of this signed MOU, provide detailed instructions to the field division POCs on the process of requesting and receiving NESS User access for the NESS Partner Agency.
- 3) Maintain a copy of this MOU along with any associated User agreements.
- 4) Review all applications for NESS User access in a timely manner and facilitate the provisioning of accounts.
- 5) Upon receipt of a request for account revocation, FOD will immediately deactivate said User account.

Article VI. Conditions

Both ATF and the NESS Partner Agency acknowledge their understanding that the NESS application is "LAW ENFORCEMENT SENSITIVE" and intended "FOR OFFICIAL LAW ENFORCEMENT USE ONLY." Failure to protect and safeguard such data from loss, misuse, or unauthorized access could adversely affect law enforcement operations, including those areas related to officer safety, as well as, the fair and equitable administration of justice, and the privacy of individuals.

Information within NESS is to be used for investigative purposes only. NESS data reflects a compilation of information from multiple data sources and should not be relied upon as evidence. Investigators must collect original reports for any evidentiary purposes. NESS information should not be used to develop statistics or for reporting purposes. By providing your agency with NESS, ATF is not waiving any privileges that prevent further disclosure of the materials. No information contained therein may be duplicated, reproduced, or disseminated without the express authorization of ATF and/or the Originating Partner Agency, except as may be required by State or Federal law or court of competent jurisdiction. In accordance with Paragraph 10, Article XII, the NESS Partner Agency agrees to notify ATF prior to such a release:

The Federal government may monitor and audit usage of this system, and all persons are hereby notified that use of this system constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on NESS are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §§ 1001 and 1030.

The Parties agree that premature disclosure of NESS data can reasonably be expected to interfere with pending or prospective law enforcement proceedings. It is agreed that the law enforcement sensitive firearms information generated pursuant to this Agreement shall not be disclosed to a third party without the consent of both Parties of this Agreement, subject to Federal and any applicable non-conflicting state law. The Parties agree to notify all other Parties to the MOU prior to the release of any sensitive firearms information to a third party under State or Federal law. The Parties acknowledge that NESS shall only be used for law enforcement purposes.

The Parties agree to define a "crime gun" as "any firearm illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime."

Article VII. Applicable Laws

The applicable statutes, regulations, directives, and procedures of the United States, DOJ, and ATF shall govern this MOU and all documents and actions pursuant to it. Nothing in this MOU will prevail over any Federal law, regulation, or other Federal rule recognized by ATF. This MOU is not a funding document. All specific actions agreed to herein shall be subject to funding and administrative or legislative approvals.

Article VIII. Modifications and Terminations

This MOU shall not affect any pre-existing or independent relationships or obligations between the Parties. If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

Amendments to this MOU are effective upon the date of the last signature on the Amendment, by the authorized representative(s) of the Parties. This MOU may be amended or modified only by written agreement and mutual consent of the Parties. Parties to this MOU may terminate their participation at any time upon a seven (7) day written notification of their intent to withdraw to the other Party. If either Party terminates this MOU, ATF will retain all of its interest in the electronically stored information contained in the NESS database.

Termination of the MOU by either Party will result in the revocation of all NESS accounts established under this Agreement. However, after termination, ATF agrees to provide to the NESS Partner Agency continued access to the NIBIN data associated with only cases originating from the NESS Partner Agency, subject to Federal law and regulations.

Article IX. Liability

Each Party shall assume the responsibility and liability for the acts and omissions of its own employees or agents in connection with the performance of their obligations under this Agreement that are executed within the scope of their employment, including claims for injury, loss or damage to personal property or death, except in the case of the federal Government, liability shall be determined pursuant to the Federal Tort Claims Act (FTCA – 28 U.S.C. § 1346).

No third party is intended to benefit or otherwise claim any rights whatsoever under this MOU. The rights and obligations set out in the MOU run between the signatories to this MOU only.

Article X. User Access

Prior to gaining NESS access, each User shall execute a User Agreement and Rules of Behavior, acknowledging that the operations described in this Agreement are subject to audit by the ATF; the U.S. Department of Justice; Office of the Inspector General; the General Accounting Office; and other auditors designated by the U.S. Government.

Article XI. Costs

The use of the NESS system is provided without charge to the NESS Partner Agency. ATF is not responsible for costs associated with the NESS Partner Agency's computer hardware, computer software (other than the NESS application), Internet connection(s), or other communications requirements associated with their use of the NESS application. ATF will maintain access to the NESS application furnished to the NESS Partner Agency and shall facilitate repairs to the NESS application in an expeditious manner, subject to availability and funding, but no guarantees as to when repairs will be completed. However, ATF will not assume maintenance or repairs required as the result of improper use of the NESS application or enhancements to the NESS application, as well as repairs to local computer hardware, computer software, or communications problems. ATF will not

fund the costs associated with a NESS Partner Agency who chooses to manipulate their internal data structure for data communication and transfer reasons.

Article XII. Limitations of the Agreement

1. Relationship between the Parties: The relationship between the Parties to this Agreement is and shall remain that of independent departments and entities. Nothing herein shall be construed to imply that either Party's employees are employees of the other.

2. Resources: This MOU does not require that the Parties are to contribute resources (financial or otherwise) to each other.

3. Letters of Understanding: The Parties are responsible for establishing relevant letters of understanding or interagency agreements initiated or required as a consequence of this MOU.

4. No Guarantee: The NESS Partner Agency acknowledges that information is input into the NESS system based on data collected and available at the time, and that ATF makes no guarantee that said information will always be 100% accurate or up to date.

5. Anti-Deficiency Act: The obligations in this MOU are subject to the availability of the necessary resources to the Parties. No provision of this MOU shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341, or other applicable laws.

6. Entire Agreement: The mutual covenants and terms represent the entire Agreement and understanding of the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings relative to such subject matters. No representations or statements of any kind made by either Party, which are not expressly stated herein, shall be binding on such Party.

7. Waiver: Failure or delay on the part of any Party to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and signed by the Party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.

8. Severability: A determination that any term of this MOU is invalid for any reason shall not affect the validity of the remaining terms.

9. Governing Law: The terms and provisions in this Agreement shall be construed under the applicable federal laws, in conjunction with state and local laws that do not conflict with the federal mandates.

10. Release of Information: Releases to the media or third parties, judicial demands, public announcements, Freedom of Information Act/Privacy Act/Open Records requests, and communications with Congress concerning information generated and retrieved pursuant to this MOU shall be addressed by the Parties following coordination by authorized representatives of each Party.

Article XIII. Conclusion

It is the intent of the signatories that this MOU ensures coordination, cooperation and the mutual conduct of enforcement and research activities relative to the NESS application. The result of this cooperation and coordination will be the successful prosecution of illegal firearm crimes in State and Federal jurisdictions as well as the development of an accurate picture of violent crime and the inception of new strategies to effectively disrupt the cycle of violence.

ATF and the NESS Partner Agency hereby agree to abide by the terms and conditions of this MOU, including any appendices, and all policies of the NESS Program. In witness whereof, the parties have hereby executed this MOU.

Signature Date
(Chief Law Enforcement or Public Safety Official)

Name

Title

Jackson Police Department

NESS Partner Agency

Signature Date
(ATF - Special Agent in Charge)

Joshua Jackson

Name

Special Agent in Charge
Title

New Orleans

ATF Field Division

Signature Date

Name

Chief, Firearms Operations Division
Title



Chief of Police
Joseph Wade

JACKSON POLICE DEPARTMENT

Assistant Chief of Police
Wendall Watts

Intelligence Division

Memorandum

To: Wendall Watts, Assistant Chief of Police

From: Eric B. Fox, Corporal

Date: 07/16/2024

Re: NIBIN Enforcement Support System (MOU)

As a cornerstone of our intelligence division's enforcement capabilities, the integration and utilization of the National Integrated Ballistic Information Network (NIBIN) are essential. Complementing the use of NIBIN, it is imperative that data be accurately and consistently entered into the NIBIN Enforcement Support System (NESS), which is managed by the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF).

The Jackson Police Department, as one of only three agencies nationwide awarded the Comprehensive Gun Crime Intelligence Center (CGIC) grant, must maintain uninterrupted access to these critical systems. This access is fundamental to our operations and ensures we meet the stringent requirements of federal funding.

To facilitate this access for non-federal staff and to ensure compliance with federal regulations, it is necessary to establish a formal Memorandum of Understanding (MOU). This MOU will outline the terms and conditions under which the Jackson Police Department will interact with NIBIN and NESS systems, ensuring data integrity, security, and compliance with ATF guidelines.



Chief of Police
Joseph Wade

JACKSON POLICE DEPARTMENT

Assistant Chief of Police
Wendall Watts

Memorandum

To: Joseph Wade, Chief of Police

From: Wendall Watts, Assistant Chief of Police

Date: 07/16/2024

Re: NIBIN Enforcement Support System (MOU)

In regard to the attached memorandum, I have reviewed the documents provided by the ATF and met with our federal partners. In line with the continued efforts and standards set by your office, I am requesting that the NESS MOU be approved and forwarded to our Mayor for his signature.



Chief of Police
Joseph Wade

JACKSON POLICE DEPARTMENT

Assistant Chief of Police
Wendall Watts

Memorandum

To: Chokwe Lumumba, Mayor

From: Joseph Wade, Chief of Police

Date: 07/16/2024

Re: NIBIN Enforcement Support System (MOU)

In our ongoing efforts to enhance the prosecution of gun crimes within the City of Jackson, we are collaborating closely with our federal partners. To streamline this process and ensure timely and effective action, we are seeking your approval of the attached Memorandum of Understanding (MOU) with the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF).

The approval from your office will significantly strengthen our case evidence and enable us to operate more efficiently. Your support in this matter is crucial for our success.

4

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE JACKSON POLICE DEPARTMENT AND THE BUREAU OF ALCOHOL, TABACCO, FIREARMS AND EXPLOSIVES TO PROVIDE BODY WORN CAMERAS

70110124 THE CITY OF JACKSON MOU

WHEREAS, the City of Jackson Police Department recommends that the governing authority execute an addendum to the Task Force Agreements with the Bureau of Alcohol, Tabacco, Firearms, and Explosive (ATF) to require its deputized officers participating in the task force to use body warn cameras (BWCs); and

WHEREAS, on May 25, 2021, the governing authority authorized an MOU with the ATF to utilize JPS officers as Task Force Officers (TFOs); and

WHEREAS, the MOU became effective with the signature of all parties and terminates at the close of business on September 30, 2026; and

WHEREAS, the proposed Addendum supplements the MOU to require deputized officers participating in the task force to use Body Worn Cameras (BWCs); and

WHEREAS, deputized TFOs through the Joint Law Enforcement Operations Program will be allowed to wear and activate their recording equipment with BWCs for the purpose of recording their actions only during a planned attempt to serve an arrest warrant or other planned arrest or the execution of a search warrant.

IT IS HEREBY ORDERED that the City of Jackson, specifically the Mayor and/or the Chief of Police, is authorized to enter into the Addendum to the Memorandum of Understanding with the Bureau of Alcohol, Tobacco, Firearms, and Explosives to provide deputized officers participating in the task force to use body warn cameras (BWCs).

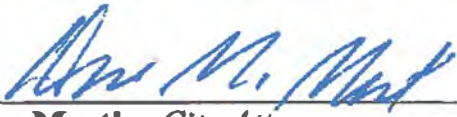
Agenda Item No. 4
10.15.24
(Wade, Lumumba)

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Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE JACKSON POLICE DEPARTMENT AND THE BUREAU OF ALCOHOL, TABACCO, FIREARMS, AND EXPLOSIVES TO PROVIDE BODY WORN CAMERAS is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant SM.

10/10/24

Date

RECEIVED THE CITY ATTORNEY
10/10/24



U.S. Department of Justice

Bureau of Alcohol, Tobacco,
Firearms and Explosives



www.atf.gov

Addendum to Task Force Agreements Pertaining to Body Worn Cameras

This addendum supplements the agreement between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the partner agency establishing an ATF sponsored Task Force. Pursuant to the Bureau of Alcohol, Tobacco, Firearms and Explosives Task Force Officer Use of Body-Worn Camera (BWC) Policy, the partner agency has advised ATF that it will require its deputized officers participating in the Task Force to use Body Worn Cameras (BWCs). This addendum governs that use.

The parties hereby agree to the following:

- I. TFOs will adhere to ATF's Standard Operating Procedures for Task Force Officer Body Camera Program, and other applicable ATF policies and procedures.
- II. The partner agency confirms that prior to executing this agreement it has provided to ATF details regarding the BWC system and cameras, including the details of any system protections, and any state or local policies or laws applicable to the TFO's use of BWCs, including any retention policies as detailed in Attachment 1 – Agency Checklist.
- III. Use of BWCs During ATF Federal Task Force Operations:
 - A. Deputized Task Force Officers (TFO) through the Joint Law Enforcement Operations (JLEO) Program will be allowed to wear and activate their recording equipment with BWCs for the purposes of recording their actions only during:
 1. A planned attempt to serve an arrest warrant or other planned arrest; or
 2. The execution of a search warrant.
 - B. TFOs are authorized to activate their BWCs upon approaching a premises or a subject, and must deactivate their BWCs when the scene is secured as determined by the federal supervisor on the scene as designated by the ATF.

1. For purposes of this agreement, the term "secured" means that the scene is safe and under law enforcement control.
 2. In the event circumstances arise requiring additional law enforcement assistance to secure the scene, the TFO will end BWC recording when relieved from the scene by another law enforcement agency.
 3. If there are unanticipated interactions with the public or other exigent circumstances, such as contentious or violent interactions that could lead to the use of force, TFO's will, if and when it is safe to do so, reactivate their BWC either before, during, or after a planned arrest or execution of a search or seizure warrant or order.
 4. For the execution of a search warrant, BWCs should not be used for searches of property lawfully in government custody or control, or a search to obtain digital or electronic records executed by a third party, such as an electronic service provider or custodian of electronic records.
- C. TFOs will follow the provisions set forth in this agreement for use of BWCs, and the provisions of this agreement will supersede any conflicting provision in the agency's policy for TFOs while serving on the ATF Federal Task Force.
- D. TFOs may use BWCs in accordance with this policy anywhere they are authorized to act as a police or peace officer under state, local, territorial or tribal law.
- E. TFOs may use only agency-issued and agency-owned BWCs. TFOs will not be allowed to use any privately owned BWC or other recording device of any kind.
- F. In the event a TFO's BWC is not working or inoperable due to a technical problem or cannot be used due to physical damage, and, in the judgement of the Task Force supervisor, delaying the operation to repair or obtain a replacement BWC is not practical or would impair the operation, the TFO may participate in the operation without using a BWC.
- G. Even when BWC use would be permissible in the circumstances set forth in Section III A above, TFOs are prohibited from recording:
1. Undercover personnel;
 2. Confidential informants or confidential sources;
 3. On-scene witness interviews prior to or after the operation;
 4. Personnel using specialized investigative techniques or equipment; or
 5. Actions by any non-law enforcement persons at the scene who are assisting law enforcement personnel prior to or after the operation.
- H. Even when BWC use would be permissible in the circumstances set forth in Section III A above, TFOs are prohibited from activating their BWC if in the judgment of the ATF the cases involve:

1. National security (including international and domestic terrorism investigations or cases involving classified information);
2. Public corruption;
3. Medical facilities; or
5. Other sensitive investigations as determined by ATF.

I. Even when BWC use would be permissible in the circumstances set forth in Section III A above, TFOs shall not use BWCs to record any activities related to:

1. Specialized or sensitive investigative techniques;
2. In a sensitive area; or
3. An undercover or covert status on behalf of the ATF Federal Task Force.

IV. Partner Agency Internal Controls:

- A. Partner Agency Chief/Sheriff or a Departmental Designee will serve as a point-of- contact (POC) for ATF on BWC matters.
- B. The partner agency will notify ATF of any change in state or local law that will modify how ATF TFOs must use BWCs or will affect release or redaction of BWC recordings from TFO BWCs made while working under federal authority on behalf of ATF (“TFO BWC recordings”), see Appendix A.
- C. The partner agency will notify ATF of any change in agency policy that will affect the storage, release, or redaction of TFO BWC recordings.
- D. The partner agency will familiarize ATF Task Force personnel on the BWCs, specifically concerning their capabilities and operation during task force activities.

V. Handling of BWC Recordings Made During Task Force Operations:

- A. For purposes of this agreement, the term “TFO BWC recordings” refers to audio and video recordings, and associated metadata, from TFO BWCs made while the TFO is working under federal authority.
- B. In accordance with current agency policy and practice, the partner agency will provide full, un-redacted copies of TFO BWC recordings to ATF within 72 hours unless approved in writing by the ATF SAC.
- C. TFOs will document BWC use and the existence of BWC recordings in the Report of Investigation (ROI). The TFO will include in the ATF ROI a statement attesting that the data provided is a fair and accurate copy of the data recorded by the BWC.

D. All TFO BWC recordings made during ATF Federal Task Force operations, including such recordings retained by the the partner agency and/or in the possession of any third party engaged by the partner agency to store or process BWC recordings, shall be deemed federal records of the United States Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives (DOJ/ ATF) pursuant to the Federal Records Act.

E. Internal Dissemination:

The TFO's partner agency is authorized to use TFO BWC recordings for internal investigations of its personnel consistent with the partner agency's policies and procedures, not involving dissemination outside the partner agency or public release. The parent agency shall provide written notification to ATF prior to any internal review.

F. Expedited Public Release:

All TFO BWC recordings made during ATF Federal Task Force operations are federal records and shall be retained and disseminated in accordance with all applicable federal laws, policies and procedures including the Federal Records Act, Freedom of Information Act, and/or the Privacy Act. All TFO BWC recordings made during ATF Federal Task Force operations will be provided to ATF. The Department will work to expedite the public release of BWC recordings depicting conduct resulting in serious bodily injury or death of another consistent with DOJ policies and subject to any redactions as appropriate. If a TFO partner agency plans to release TFO BWC recording(s) from a BWC issued by the partner agency that depict conduct committed solely by a TFO resulting in serious bodily injury or death of another, the TFO's partner agency shall notify ATF, providing as much advance notice as possible as to the time and manner of its release. Following the notification, the TFO's partner agency may release such recording(s), subject to any redactions as appropriate.

If a TFO partner agency plans to release TFO BWC recording(s) from a BWC issued by the partner agency that depict conduct committed solely by an ATF agent resulting in serious bodily injury or death of another, the TFO's partner agency shall notify and coordinate the release with ATF, providing as much advance notice as possible as to the time and manner of its release. Following the notification, the TFO's partner agency may release such recording(s), subject to any redactions as appropriate.

G. In all circumstances, TFO BWC recordings shall be treated as law enforcement sensitive information, the premature disclosure of which could reasonably be expected to interfere with enforcement proceedings, and as potential evidence in a federal investigation, subject to applicable federal laws, rules, and policy concerning

disclosure or dissemination (including but not limited to 28 C.F.R. Ch. 1, Pt. 16, Subpart B, "Touhy", absent appropriate redaction prior to disclosure or dissemination). Accordingly, these recordings are deemed privileged absent appropriate redaction prior to disclosure and may be entirely exempt from public release under federal laws, rules and policies.

- H. If a TFO BWC recording involves a use of force incident to include: a shooting incident, any incident involving serious bodily injury or death, or where any enforcement action by ATF resulted in the use of force or deadly force; physical assault or attempted physical assault on a Law Enforcement Officer; intentional damage to any facility, conveyance or any property owned by ATF, or involves another time-sensitive or urgent situation, the partner agency will provide ATF copies on an expedited basis, including during non-business hours. For purposes of this provision, use of force incidents include, but are not limited to, incidents utilizing intermediate weapons, i.e., TASERS, expandable batons, kinetic energy projectiles, emergency/improvised intermediate impact weapons, such as, a flashlight or radio; any use of force resulting in serious injury or death; canine bites resulting in penetration of human skin; and all shooting incidents.
- I. The partner agency will provide witnesses as needed to authenticate TFO recordings in ATF cases.
- J. The partner agency will inform ATF of the length of time TFO BWC recordings will be retained by the agency before deletion. The partner agency will honor any request by ATF to retain the TFO BWC recordings for a longer period of time.
- K. The partner agency will notify ATF immediately of any unauthorized access to TFO recordings discovered by the agency.
- L. The partner agency will cooperate fully with ATF in the investigation of any unauthorized access to or disclosure of TFO recordings, including providing ATF the name(s) of any agency personnel determined by the agency to be involved in unauthorized access, copying, or disclosure.
- M. The partner agency's failure to comply with any part of this addendum may result in immediate termination of the Task Force Memorandum of Understanding.
- N. The partner agency will notify ATF as soon as possible regarding any request or demand for release or disclosure of TFO recordings, including but not limited to subpoenas, discovery demands or motions, open record/freedom of information requests, media requests, or union or other professional association requests.

ATF and the partner agency agree to the provisions set forth in this agreement.

Joshua Jackson Special Agent in Charge
New Orleans Field Division

Signature of Special Agent in Charge Date

Joseph Wade
Chief, Jackson Police Department

Signature of Partner Agency Representative Date

OR

Due to state and/or local law(s) requiring recording outside the parameters of this agreement, ATF and the partner agency agree to the provisions set forth in this agreement along with the revised language detailed in, *ATF TFO BWC MOU Addendum-Appendix A*.

Printed Name of Special Agent in Charge

Signature of Special Agent in Charge Date

Printed Name of Partner Agency
Representative and Name of Partner Agency

Signature of Partner Agency Representative Date

Attachment: ATF TFO BWC MOU Addendum-Appendix A



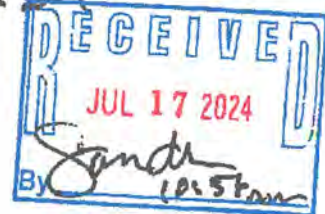
Chief of Police
Joseph Wade

JACKSON POLICE DEPARTMENT
Patrol Services Bureau

Assistant Chief of Police
Wendell Watts

Memorandum

TO: Joseph Wade, Chief of Police
FROM: Wendell Watts, Assistant Chief of Police
DATE: Wednesday, July 17, 2024
RE: Body Worn Camera Addendum for Task Force Officers



Purpose:

This memorandum seeks to propose an addendum to the existing Memorandum of Understanding (MOU) regarding the use of body-worn cameras (BWCs) by Task Force Officers (TFOs) in the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF). This addendum aims to enhance transparency, accountability, and safety within the task force operations.

Background:

The use of body-worn cameras has been widely adopted by law enforcement agencies across the country as a tool to promote transparency, accountability, and community trust. Given the nature of operations conducted by the ATF task force, it is imperative that we incorporate BWCs into our standard operating procedures to ensure the integrity of our activities and the safety of our officers and the public.

Proposed Addendum:

The proposed addendum to the MOU will include the following provisions:

1. Implementation of Body-Worn Cameras:

- All Task Force Officers will be required to wear body-worn cameras during operations.
- BWCs must be activated during all enforcement actions, including but not limited to, arrests, searches, and interviews.

2. Data Management and Storage:

- Recorded footage will be securely stored and managed in accordance with ATF policies and federal regulations.
- Access to the footage will be restricted to authorized personnel only and will be used for official purposes, including investigations, training, and legal proceedings.

3. Training and Compliance:

- TFOs will receive comprehensive training on the proper use, maintenance, and protocols associated with BWCs.
- Compliance with BWC policies will be monitored regularly, and non-compliance will be subject to disciplinary actions.

Benefits of Adding this Addendum:

1. Enhanced Accountability:



Chief of Police
Joseph Wade

JACKSON POLICE DEPARTMENT
Patrol Services Bureau

Assistant Chief of Police
Wendell Watts

- BWCs provide an objective record of interactions between TFOs and the public, which can be reviewed to ensure that officers are adhering to policies and procedures.
 - The presence of BWCs can deter misconduct by both officers and civilians, promoting professional behavior.
- 2. Increased Transparency:**
- The use of BWCs demonstrates our commitment to transparency and builds trust with the communities we serve.
 - Recorded footage can be used to provide clear and factual accounts of incidents, reducing misunderstandings and false accusations.
- 3. Improved Evidence Collection:**
- BWCs capture real-time evidence that can be crucial in investigations and prosecutions.
 - High-quality video and audio recordings can corroborate testimonies and provide reliable documentation of events.
- 4. Officer Safety:**
- BWCs can enhance officer safety by providing situational awareness and evidence in critical incidents.
 - Footage from BWCs can be used in training to improve tactical responses and decision-making in high-risk situations.
- 5. Legal and Procedural Benefits:**
- The use of BWCs can protect the agency and officers from false claims and lawsuits by providing clear evidence of actions taken.
 - BWCs support the integrity of the legal process by offering indisputable evidence that can be used in court.

Conclusion:

Integrating body-worn cameras into the ATF task force operations is a significant step towards enhancing the effectiveness, accountability, and transparency of our law enforcement activities. This addendum to the MOU will formalize the use of BWCs and ensure that all Task Force Officers adhere to the highest standards of conduct and professionalism.

I recommend the immediate adoption of this addendum to the MOU and the initiation of necessary training and implementation procedures.

POINTS		COMMENTS	
1.	Brief Description/Purpose	TO AUTHORIZE AN ADENDUM	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	CRIME PREVENTION	
3.	Who will be affected	JACKSON POLICE DEPARTMENT	
4.	Benefits		
5.	Schedule (beginning date)	UPON COUNCIL APPROVAL	
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) <input type="checkbox"/> ■ Project limits if applicable	ALL WARDS CITYWIDE N/A	
7.	Action implemented by: ■ City Department ■ Consultant	JACKSON POLICE DEPARTMENT CITY LEGAL	
8.	COST		
9.	Source of Funding ■ General Fund X ■ Grant ■ Bond ■ Other		
10.	EBO participation	ABE _____% WAIVER yes no N/A AABE _____% WAIVER yes no N/A WBE _____% WAIVER yes no N/A HBE _____% WAIVER yes no N/A NABE _____% WAIVER yes no N/A	

POINTS		COMENTS	
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO THE CURRENT MOU BETWEEN THE JACKSON POLICE DEPARTMENT AND THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS, AND EXPLOSIVES CONCERNING THE USE OF BODY WORN CAMERAS	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	CRIME PREVENTION	
3.	Who will be affected	JACKSON POLICE DEPARTMENT	
4.	Benefits		
5.	Schedule (beginning date)	UPON COUNCIL APPROVAL	
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) <input type="checkbox"/> ■ Project limits if applicable	ALL WARDS CITYWIDE N/A	
7.	Action implemented by: ■ City Department ■ Consultant	JACKSON POLICE DEPARTMENT CITY LEGAL	
8.	COST	0.00	
9.	Source of Funding ■ General Fund X ■ Grant ■ Bond ■ Other		
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____	

After a thorough discussion, President Banks called for a vote on said item:

Yeas – Banks, Foote, Lee, Lindsay, and Stamps.
Nays – Stokes.
Absent – Tillman.

ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES (ATF) AND TO UTILIZE A JACKSON POLICE DEPARTMENT DETECTIVE TO WORK WITH ATF AS A TASK FORCE OFFICER.

WHEREAS, it is in the best interest of the City of Jackson and its citizens that the Jackson Police Department (JPD) and the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) collaborate to provide a higher solvability rate of felony crimes by ATF sharing their resources and disrupting the trafficking of Firearms and Firearm-related violence; and,

WHEREAS, the governing authorities for the City of Jackson find there is a critical need to establish a relationship with outside agencies whose resources could aid in the Jackson Police Department's Major Investigative process of solving felony crimes; and,

WHEREAS, entering into the proposed memorandum of understanding (MOU) with ATF would give JPD access to some of the latest technology along with access to intelligence analysts which will aid in the investigative process of Firearm-related violence; and,

WHEREAS, in exchange for providing the aforementioned resources, JPD would assign one of its detectives as an ATF's task force; and,

WHEREAS, under the proposed MOU each party would be responsible for the cost and expense of its own personnel for the term of date of signatures until September 30, 2026 or the MOU would be terminable upon ninety (90) days written notice from either party; and

THEREFORE, IT IS HEREBY ORDERED, the Mayor is authorized to execute the memorandum of understanding described herein. Further, that the Mayor, Chief of Police and/or their designees, are authorized to execute any and all other documents necessary to fulfill the purpose of this order provided it does not obligate any additional monetary expense(s) to the City of Jackson.

Council Member Stokes moved adoption; Council Member Lindsay seconded.

President Banks recognized Chief of Police James Davis and Deputy Chief Derrick Hearn, who provided a brief overview of said item.

After a thorough discussion, President Banks called for a vote on said item:

Yeas – Banks, Foote, Lee, Lindsay, Stamps, and Stokes.
Nays – None.
Absent – Tillman.

ORDER RATIFYING PRINTING SERVICES PROVIDED BY QUALITY PRINTERS FOR RUSSELL C. DAVIS PLANETARIUM AND AUTHORIZING PAYMENT FOR THE SAME.

WHEREAS, Quality Printers provided printed materials for the Planetarium on December 11, 2019 and February 2, 2020; and

WHEREAS, the City of Jackson received two invoices totaling the amount of \$767.00 for printed materials for the Planetarium;

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES (ATF),

And

THE JACKSON POLICE DEPARTMENT

This Memorandum of Understanding ("MOU") is entered into by and between the Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF") and the Jackson Police Department ("participating agency") as it relates to the Cease Fire Task Force (herein referred to as the "Task force").

The parties signing this memorandum of understanding hereto agree that it is to their mutual benefit to cooperate in eliminating the illegal flow of firearms to the criminal element. The cooperation will involve the investigation and prosecution of those individuals criminally misusing and illegally trafficking firearms, as well as the sharing of illegal firearms trafficking related information and intelligence.

BACKGROUND

Firearms-related violence is one of this Nation's primary concerns. Firearms-related violence, spurred by an indifference to human life, is depleting the cultural and economic resources of our society and is eroding the basic quality of life for many Americans.

Despite the diligent efforts of law enforcement, illicit sources of firearms continue to be available to the criminal element. Some licensed firearms dealers are engaged in unlawful diversion and distribution of firearms. Other unlicensed individuals legitimately or, through the use of fraudulent identification or straw purchases or theft, illegitimately acquire firearms and illegally supply them to the criminal elements. As the number of violent crimes committed with firearms continue to increase nationwide, Federal, State, and local law enforcement officials must work together to effectively develop and implement enforcement strategies to combat this dangerous trend. Each party to this agreement recognizes that one of the most effective methods to identify illegal sources of firearms is through the systematic tracing of all recovered crime related firearms.

AUTHORITIES

The authority to investigate and enforce offenses under provisions of this MOU are found at 28 U.S.C. § 599A, 28 C.F.R. §§ 0.130, 0.131, and 18 U.S.C. § 3051.

PURPOSE

The Task Force will perform the activities and duties described below:

- a. Investigate firearms trafficking
- b. Investigate firearms related violent crime
- c. Gather and report intelligence data relating to trafficking in firearms
- d. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Mississippi.

MEASUREMENT OF SUCCESS

The success of this initiative will be measured by the participating agencies willingness to share certain information, (i.e crime statistics) for the purpose of measuring the success of the task force as well as its performance.

Enforce Federal firearms laws in order to remove violent offenders from our communities, and keep firearms out of the hands of those prohibited by law from possessing them.

Performance Indicator: Percent change in violent firearms crime in metropolitan areas with a substantial ATF presence (as compared with similar areas).

Performance Indicator: Percentage of high-crime cities with an ATF presence demonstrating a reduction in violent firearms crime when compared to the national average.

PHYSICAL LOCATION

Officers/troopers/agents assigned to this Task Force by their employer shall be referred to as task force officers (TFOs). TFOs will be assigned to the ATF Jackson Field Office and will be located at 100 W Capitol Street, Jackson, MS.

SUPERVISION AND CONTROL

The day-to-day supervision and administrative control of TFOs will be the mutual responsibility of the participants, with the ATF Special Agent in Charge or his/her designee having operational control over all operations related to this Task Force.

Each TFO shall remain subject to their respective agencies' policies, and shall report to their respective agencies regarding matters unrelated to this agreement/task force. With regard to matters related to the Task Force, TFOs will be subject to Federal law and Department of

Justice (DOJ) and ATF orders, regulations and policy, including those related to standards of conduct, sexual harassment, equal opportunity issues and Federal disclosure laws.

Failure to comply with this paragraph could result in a TFO's dismissal from the Task Force.

PERSONNEL, RESOURCES AND SUPERVISION

To accomplish the objectives of the Task Force, ATF will assign 2 Special Agents to the Task Force. ATF will also, subject to the availability of funds, provide necessary funds and equipment to support the activities of the ATF Special Agents and officers assigned to the Task Force. This support may include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

Each participating agency agrees to make available to their assigned task members any equipment ordinarily assigned for use by that agency. In the event ATF supplies equipment (which may include vehicles, weapons or radios), TFOs must abide by any applicable ATF property orders or policy, and may be required to enter into a separate agreement for their use.

To accomplish the objectives of the Task Force, the Jackson Police Department agrees to detail 2 fulltime TFOs the Task Force for a period of not less than two (2) years.

All TFOs shall qualify with their respective firearms by complying with ATF's Firearms and Weapons Policy.

SECURITY CLEARANCES

All TFOs will undergo a security clearance and background investigation, and ATF shall bear the costs associated with those investigations. TFOs must not be the subject of any ongoing investigation by their department or any other law enforcement agency, and past behavior or punishment, disciplinary, punitive or otherwise, may disqualify one from eligibility to join the Task Force. ATF has final authority as to the suitability of TFOs for inclusion on the Task Force.

DEPUTATIONS

ATF, as the sponsoring Federal law enforcement agency, may request at its sole discretion that the participating agency's TFOs be deputized by the U.S. Marshals Service to extend their jurisdiction, to include applying for and executing Federal search and arrest warrants, and requesting and executing Federal grand jury subpoenas for records and evidence involving violations of Federal laws. Such requests will be made on an individual basis as determined by ATF.

A TFO will not be granted Department of Justice legal representation if named as a defendant in a private-capacity lawsuit alleging constitutional violations unless all deputation paperwork has been completed prior to the event(s) at issue in the lawsuit.

The participating agencies agree that any Federal authority that may be conferred by a deputation is limited to activities supervised by ATF and will terminate when this MOU is terminated or when the deputized TFOs leave the Task Force, or at the discretion of ATF.

ASSIGNMENTS, REPORTS AND INFORMATION SHARING

An ATF supervisor or designee will be empowered with designated oversight for investigative and personnel matters related to the Task Force and will be responsible for opening, monitoring, directing and closing Task Force investigations in accordance with ATF policy and the applicable United States Attorney General's Guidelines.

Assignments will be based on, but not limited to, experience, training and performance, in addition to the discretion of the ATF supervisor.

All investigative reports will be prepared utilizing ATF's investigative case management system, (N-Force) utilizing ATF case report numbers. The participating agency will share investigative reports, findings, intelligence, etc., in furtherance of the mission of this agreement, to the fullest extent allowed by law. For the purposes of uniformity, there will be no duplication of reports, but rather a single report prepared by a designated individual which can be duplicated as necessary. Every effort should be made to document investigative activity on ATF Reports of Investigation (ROI), unless otherwise agreed to by ATF and the participating agency(ies). This section does not preclude the necessity of individual TFOs to complete forms required by their employing agency.

Information will be freely shared among the TFOs and ATF personnel with the understanding that all investigative information will be kept strictly confidential and will only be used in furtherance of criminal investigations. No information gathered during the course of the Task Force, to include informal communications between TFOs and ATF personnel, may be disseminated to any third party, non-task force member by any task force member without the express permission of the ATF Special Agent in Charge or his/her designee.

Any public requests for access to the records or any disclosures of information obtained by task force members during Task Force investigations will be handled in accordance with applicable statutes, regulations, and policies pursuant to the Freedom of Information Act and the Privacy Act and other applicable federal and/or state statutes and regulations.

INVESTIGATIVE METHODS

The parties agree to utilize Federal standards pertaining to evidence handling and electronic surveillance activities to the greatest extent possible. However, in situations where state or local laws are more restrictive than comparable Federal law, investigative methods employed by state and local law enforcement agencies shall conform to those requirements, pending a decision as to a venue for prosecution.

The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policy and

procedures of ATF. All Task Force operations will be conducted and reviewed in accordance with applicable ATF and Department of Justice policy and guidelines.

None of the parties to this MOU will knowingly seek investigations under this MOU that would cause a conflict with any ongoing investigation of an agency not party to this MOU. It is incumbent upon each participating agency to notify its personnel regarding the Task Force's areas of concern and jurisdiction. All law enforcement actions will be coordinated and cooperatively carried out by all parties to this MOU.

INFORMANTS

ATF guidelines and policy regarding the operation of informants and cooperating witnesses will apply to all informants and cooperating witnesses directed by TFOs.

Informants developed by TFOs may be registered as informants of their respective agencies for administrative purposes and handling. The policies and procedures of the participating agency with regard to handling informants will apply to all informants that the participating agency registers. In addition, it will be incumbent upon the registering participating agency to maintain a file with respect to the performance of all informants or witnesses it registers. All information obtained from an informant and relevant to matters within the jurisdiction of this MOU will be shared with all parties to this MOU. The registering agency will pay all reasonable and necessary informant expenses for each informant that a participating agency registers.

DECONFLICTION

Each participating agency agrees that the deconfliction process requires the sharing of certain operational information with the Task Force, which, if disclosed to unauthorized persons, could endanger law enforcement personnel and the public. As a result of this concern, each participating agency agrees to adopt security measures set forth herein:

- a. Each participating agency will assign primary and secondary points of contact.
- b. Each participating agency agrees to keep its points of contact list updated.

The points of contact for this Task Force are:

ATF: Resident Agent in Charge Robert Haar

Jackson Police Department: Commander Abraham Thompson

EVIDENCE

Evidence will be maintained by the lead agency having jurisdiction in the court system intended for prosecution. Evidence generated from investigations initiated by a TFO or ATF special agent intended for Federal prosecution will be placed in the ATF designated vault, using the procedures found in ATF orders.

All firearms seized by a TFO must be submitted for fingerprint analysis and for a National Integrated Ballistic Information Network (NIBIN) examination. Once all analyses are completed, all firearms seized under Federal law shall be placed into the ATF designated vault for proper storage. All firearms information/descriptions taken into ATF custody must be submitted to ATF's National Tracing Center.

JURISDICTION/PROSECUTIONS

Cases will be reviewed by the ATF Special Agent in Charge or his/her designee in consultation with the participating agency and the United States Attorney's Office and appropriate State's attorney offices, to determine whether cases will be referred for prosecution to the U.S. Attorney's Office or to the relevant State's attorney's office. This determination will be based upon which level of prosecution will best serve the interests of justice and the greatest overall benefit to the public. Any question that arises pertaining to prosecution will be resolved through discussion among the investigative agencies and prosecuting entities having an interest in the matter.

In the event that a state or local matter is developed that is outside the jurisdiction of ATF or it is decided that a case will be prosecuted on the state or local level, ATF will provide all relevant information to state and local authorities, subject to Federal law. Whether to continue investigation of state and local crimes is at the sole discretion of the state or local participating agency.

USE OF FORCE

All fulltime TFOs will comply with ATF and the Department of Justice's (DOJ's) Use of Force orders and policies. TFOs must be briefed on ATF's and DOJ's Use of Force policy by an ATF official, and will be provided with a copy of such policy.

BODY WORN CAMERAS AND TASK FORCE OFFICERS

In accordance with DOJ policy, dated October 29, 2020, Body Worn Cameras (BWCs) may be worn by TFOs operating on a Federal Task Force when their parent agency mandates their use by personnel assigned to the task force. In such cases, the parent agency must formally request to participate in the TFO BWC program and, upon approval, shall comply with all DOJ and ATF policies, and the required procedures, documentation, and reporting while participating on the task force.

MEDIA

Liability for any negligent or willful acts of any agent or officer undertaken outside the terms of this MOU will be the sole responsibility of the respective agent or officer and agency involved.

DURATION

This MOU is effective with the signatures of all parties and terminates at the close of business on September 30, 2026.

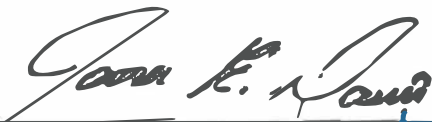
This MOU supersedes previously signed MOUs and shall remain in effect until the aforementioned expiration date or until it is terminated in writing (to include electronic mail and facsimile), whichever comes first. All participating agencies agree that no agency shall withdraw from the Task Force without providing ninety (90) days written notice to other participating agencies. If any participating agency withdraws from the Task Force prior to its termination, the remaining participating agencies shall determine the distributive share of assets for the withdrawing agency, in accordance with Department of Justice guidelines and directives.

The MOU shall be deemed terminated at the time all participating agencies withdraw and ATF elects not to replace such members, or in the event ATF unilaterally terminates the MOU upon 90 days written notice to all the remaining participating agencies.

MODIFICATIONS

This agreement may be modified at any time by written consent of all participating agencies. Modifications shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATURES


James Davis Date 7/30/21
Chief
Jackson Police Department

**WILLIAM
MCCRARY** Digitally signed by
WILLIAM MCCRARY
Date: 2021.08.02
14:09:32 -05'00'
Kurt Thielhorn Date
Special Agent in Charge, ATF
New Orleans Field Division

Media relations will be handled by ATF and the U.S. Attorney's Office's public information officers in coordination with each participating agency. Information for press releases will be reviewed and mutually agreed upon by all participating agencies, who will take part in press conferences. Assigned personnel will be informed not to give statements to the media concerning any ongoing investigation or prosecution under this MOU without the concurrence of the other participants and, when appropriate, the relevant prosecutor's office.

All personnel from the participating agencies shall strictly adhere to the requirements of Title 26, United States Code, § 6103. Disclosure of tax return information and tax information acquired during the course of investigations involving National Firearms Act (NFA) firearms as defined in 26 U.S.C., Chapter 53 shall not be made except as provided by law.

SALARY/OVERTIME COMPENSATION

During the period of the MOU, participating agencies will provide for the salary and employment benefits of their respective employees. All participating agencies will retain control over their employees' work hours, including the approval of overtime.

ATF may have funds available to reimburse overtime to the State and Local TFO's agency, subject to the guidelines of the Department of Justice Asset Forfeiture Fund. This funding would be available under the terms of a memorandum of agreement (MOA) established pursuant to the provisions of 28 U.S.C. section 524. The participating agency agrees to abide by the applicable Federal law and policy with regard to the payment of overtime from the Department of Justice Asset Forfeiture Fund. The participating agency must be recognized under State law as a law enforcement agency and their officers/ troopers/investigators as sworn law enforcement officers. If required or requested, the participating agency shall be responsible for demonstrating to the Department of Justice that its personnel are law enforcement officers for the purpose of overtime payment from the Department of Justice Asset Forfeiture Fund. This MOU is not a funding document.

In accordance with these provisions and any MOA on asset forfeiture, the ATF Special Agent in Charge or designee shall be responsible for certifying reimbursement requests for overtime expenses incurred as a result of this agreement.

AUDIT INFORMATION

Operations under this MOU are subject to audit by ATF, the Department of Justice's Office of the Inspector General, the Government Accountability Office, and other Government-designated auditors. Participating agencies agree to permit such audits and to maintain all records relating to Department of Justice Asset Forfeiture Fund payments for expenses either incurred during the course of this Task Force or for a period of not less than three (3) years and, if an audit is being conducted, until such time that the audit is officially completed, whichever is greater.

FORFEITURES/SEIZURES

All assets seized for administrative forfeiture will be seized and forfeited in compliance with the rules and regulations set forth by the U.S. Department of Justice Asset Forfeiture guidelines. When the size or composition of the item(s) seized make it impossible for ATF to store it, any of the participating agencies having the storage facilities to handle the seized property agree to store the property at no charge and to maintain the property in the same condition as when it was first taken into custody. The agency storing said seized property agrees not to dispose of the property until authorized to do so by ATF.

The MOU provides that proceeds from forfeitures will be shared, with sharing percentages based upon the U.S. Department of Justice Asset Forfeiture policies on equitable sharing of assets, such as determining the level of involvement by each participating agency. Task Force assets seized through administrative forfeiture will be distributed in equitable amounts based upon the number of full-time persons committed by each participating agency. Should it become impossible to separate the assets into equal shares, it will be the responsibility of all the participating agencies to come to an equitable decision. If this process fails and an impasse results, ATF will become the final arbitrator of the distributive shares for the participating agencies.

DISPUTE RESOLUTION

In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the Task Force's goals and objectives. The parties to this MOU agree to attempt to resolve any disputes regarding jurisdiction, case assignments and workload at the lowest level possible.

LIABILITY

ATF acknowledges that the United States is liable for the wrongful or negligent acts or omissions of its officers and employees, including TFOs, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Tort Claims Act.

Claims against the United States for injury or loss of property, personal injury, or death arising or resulting from the negligent or wrongful act or omission of any Federal employee while acting within the scope of his or her office or employment are governed by the Federal Tort Claims Act, 28 U.S.C. sections 1346(b), 2672-2680 (unless the claim arises from a violation of the Constitution of the United States, or a violation of a statute of the United States under which other recovery is authorized).

Except as otherwise provided, the parties agree to be solely responsible for the negligent or wrongful acts or omissions of their respective employees and will not seek financial contributions from the other for such acts or omissions. Legal representation by the United States is determined by the United States Department of Justice on a case-by-case basis. ATF cannot guarantee the United States will provide legal representation to any State or local law enforcement officer.

5

ORDER AUTHORIZING THE JACKSON POLICE DEPARTMENT TO PURCHASE PROMOTIONAL MATERIALS FROM SWEET UNKNOWN SOUTH, LLC AND ACCEPT THE DONATION OF SERVICES TO CREATE TWO SHORT FILM COMMERCIALS TO SUPPORT JPDS' RECRUITMENT EFFORTS.

Approved by JPD

WHEREAS, the Jackson Police Department (JPD) is challenged with recruiting and retaining law enforcement officers; and

WHEREAS, in an effort to promote recruitment, JPD solicited two quotes for the following: 2500 brochures, 2500 push cards, 2000 business cards, 2 gateway banners, 2 pop-up banners, 200 signs, 100 research plan booklets, 200 retention plans, poster, and a billboard for 14 months; and

WHEREAS, Sweet Unknown South, LLC, with its principal place of business located at 1220 E Northside Drive, Suite 170 #285, Jackson, MS 39211, submitted a quote in the amount of \$16,405.00; and

WHEREAS, the Office of Publications submitted a quote in the amount of \$19,243.00; and

WHEREAS, JPD recommends that the governing authority authorize the procurement of said promotional matters from Sweet Unknown South, LLC, which is the lowest and best quote; and

WHEREAS, JPD is authorized to pay the total cost of \$16,405.00 from COPS grant account "PDCOPS22," #444.442.02.6219; and

WHEREAS, for no cost at all to the City, Sweet Unknown South, LLC proposes to create two short film commercials to support recruitment efforts and bolster JPD's reputation as a community-focused organization; and

WHEREAS, a municipality may accept a donation of either real or personal property, so long as the donation does not in some manner conflict with public policy; and

WHEREAS, by accepting the quote of Sweet Unknown South, LLC, the best interest of the City of Jackson would be served.

IT IS HEREBY ORDERED that the quote received from Sweet Unknown South, LLC, may be accepted.

IT IS HEREBY ORDERED that the amount of \$16,405.00 may be made upon receipt of the billing. The total sum paid for this project may not exceed \$16,405.00

IT IS FURTHER ORDERED, that the Mayor is authorized to execute any documents necessary to fulfill the purpose of this order, provided it does not obligate any additional monetary expense(s) to the City of Jackson.

Agenda Item No. 5
10.15.24
(Wade, Lumumba)

APPROVED FOR AGENDA:

By: WADE, LUMUMBA.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

Date: February 12, 2024

	POINTS	COMMENTS																																													
1.	Brief Description/Purpose	ORDER ACCEPTING QUOTE OF SWEET UNKNOWN SOUTH (SUS) FOR PROMOTIONAL MATERIALS, INCLUDING BROCHURES, FLYERS, PUSH CARDS, KIOSKS, BUSINESS CARDS, BANNERS, POP-UP BANNERS, YARD SIGNS, BILLBOARDS AND TWO SHORT FILM COMMERCIALS AS AN INKIND DONATION TO SUPPORT JPDs RECRUITMENT EFFORTS.																																													
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	Crime Prevention & Improves the Quality of Life																																													
3.	Who will be affected?	City of Jackson																																													
4.	Benefits	To improve the safety and well-being of the citizens of Jackson.																																													
5.	Schedule (beginning date)	Upon approval																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	ALL WARDS CITYWIDE																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Jackson Police Department																																													
8.	COST	\$16,894.72																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	*JPD Grant Funds FY 22 COPS Recruitment and Retention Account Number #444.442.02.6219																																													
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">no</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">N/A</td> <td style="width: 10%;">_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
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NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							



Assistant Chief of Police
Vincent Grizzell

JACKSON POLICE DEPARTMENT
Chief of Police Joseph Wade

Assistant Chief of Police
Wendell Watts

Memorandum

To: Joseph Wade, Chief of Police

Wendell Watts, Assistant Chief of Police

From: Juan S. Gray, JPD Grants

Date: August 13, 2024

Re: Proposal for Recruitment and Retention Project

I am pleased to announce that the Jackson Police Department has been awarded the Community Policing Development-Microgrant, FY22 (COPS) for Recruitment and Retention. As part of this grant, we have earmarked funds for promotional materials, including brochures, flyers, push cards, kiosks, business cards, banners, pop-up banners, yard signs, and billboards.

After reaching out to several vendors, we have received a proposal from "Sweet Unknown South (SUS)," who has generously offered to create two short film commercials as an in-kind donation to support our recruitment efforts and bolster our reputation as a community-focused elite organization.

The total project cost of \$16,894.72 is allocated to the COPS grant account "PDCOPS22" number #444.442.02.6219. It is important to note that any unused funds will be returned to the COPS office.

I am more than willing to answer any questions you may have about this proposal. Please feel free to reach out to me at your earliest convenience.

Thank you for your attention to this matter.

8.14.24
approved Legal
pending approval
JSG

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE JACKSON POLICE DEPARTMENT TO PURCHASE PROMOTIONAL MATERIALS FROM SWEET UNKNOWN SOUTH, LLC AND ACCEPT THE DONATION OF SERVICES TO CREATE TWO SHORT FILM COMMERCIALS TO SUPPORT JPDS' RECRUITMENT EFFORTS legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant 

10/11/24
Date

September 17, 2024

Jackson Police Department
Attention: Mr. Juan S. Gray, JPD Grants Unit
327 East Pascagoula Street
Jackson, MS 39205

Dear Mr. Gray:

Re: Quote for Marketing Materials

Thank you for considering Sweet Unknown South for your upcoming marketing and promotional needs. We are pleased to provide a quote for the following services tailored for the City of Jackson:

1. Brochure / Flyer Design and Printing

- Design: Custom layout, graphics, and copy tailored to your needs
- Printing: Full-color, high-quality print on durable paper
- Quantity: 2500
- Estimated Cost: \$482.

2. Push Cards/Kiosk Design and Printing

- Design: Engaging and effective layout for push cards and kiosk displays
- Printing: High-resolution, full-color cards
- Quantity: 2500
- Estimated Cost: \$250.

3. Business Cards for Recruitment

- Design: Professional and eye-catching design for recruitment purposes
- Printing: High-quality cardstock with customizable options
- Quantity: 2000
- Estimated Cost: \$140.

4. Gateway Banner

- Design: Large-format banner with custom graphics and messaging
- Material: Durable, weather-resistant material suitable for outdoor display
- Quantity: 2
- Estimated Cost: \$720.00.

5. Pop-up Banner

- Design: Portable and visually impactful design
- Printing: Full-color banner
- Quantity: 2
- Estimated Cost: \$320.

6. Signs

- Design: Eye-catching design for outdoor use
- Material: Weather-resistant, durable signs
- Quantity: 200
- Estimated Cost: \$1,123.

7. Billboards

- Design: High-impact design for maximum visibility
- Printing: High-quality materials suitable for large-scale advertising
- Quantity: 1*4 months
- Estimated Cost \$10,000.

8. Poster

- \$600 per month *2 months
- Estimated Cost: \$1200.

9. Retention Plan

- Quantity: 200
- Estimated Cost: \$1,445

10. Research Plan Booklet: 100

- Estimated Cost: \$725.
- Estimated Total Cost: \$16,405.

We are committed to delivering high-quality products and exceptional service. If you have specific requirements or adjustments, please let us know so we can refine the quote accordingly. The total amount for all the services is currently \$16,405.

We look forward to the opportunity to collaborate with the City of Jackson to enhance your marketing and promotional efforts. Please feel free to contact us at 601.436.6644 or via email at joannamcmurtry@transformationineducation.org with any questions or to proceed with your order.

Thank you for your consideration.

Best regards,

Curtis Nichouls

Curtis Nichouls

**Chief Executive Officer of
Sweet Unknown South**

Thank you,

Juan Gray

From: Wes Jennings <doctorwgi@gmail.com>
Sent: Tuesday, April 4, 2023 1:01 PM
To: Juan Gray <juang@city.jackson.ms.us>
Subject: Re: Fw: JPD Recruitment Project Quotes

Hi Juan,

This quote looks great. I have highlighted in yellow the line items and related costs that need to be adjusted to fully encumber the budgeted amount.

--Wes

On Tue, Apr 4, 2023 at 10:16 AM Juan Gray <juang@city.jackson.ms.us> wrote:

Good morning Doc,

Can you look at this and see if we need to add something or make adjustments before get final quote.

Thanks,

Juan

From: Sheila Williams Sheriff <swsheriff@jacksonms.gov>
Sent: Tuesday, April 4, 2023 10:09 AM
To: Juan Gray <juang@city.jackson.ms.us>
Cc: Sheila Williams Sheriff <swsheriff@jacksonms.gov>; Shiklra Thomas <sdonald@city.jackson.ms.us>
Subject: JPD Recruitment Project Quotes

Greetings, please see the cost analysis for the recruitment project. Give me a call to discuss when you have a moment.

**PRICE QUOTE: Jackson Police Department
RECRUITMENT Project
Contact Juan Gray 601-960-0729**

ITEM	DESCRIPTION	QUANTITY	COST
Research Plan Booklet	25 pgs, 8.5x11 pages, color print	100	\$732.00

Retention Plans	75 pgs, 8.5x11 pages, color print	200	\$1446.00
Brochure/Flyer	8.5x11, 2-sided	2500	\$482.00
Push Cards	4x6, 2-sided	2500	\$250.00
Business Cards	2x3.5	2000	
Recruitment			\$70.00
Kiosk Business Cards	2x3.5	325	
Gateway Banner	60 x 142.5	2	\$3 60.00
Poster	18 x 24 w/stakes		\$320.00
Miscellaneous	Pens, notepads, etc.		\$500.00
		Total 1	\$4160.00
Signs	18 x 24 w/stakes 2 designs 100 each	200	
1-sided sign	\$883.34	2-sided sign	\$1122.72
		Total 2	\$5,282.72
Signage	Digital	\$2500.00 per month immediate advertisement	
Poster		600 per month x 2 months = \$1200 \$700-\$1250.00 processing fee 2-week process \$700	

1 @ \$1000
1 @ \$600

\$2,161.72

\$1200
\$700

Total Cost -
\$ 4,504.72

Respectfully,

Sheila Williams-Sheriff

OFFICE OF PUBLICATIONS
300 North State Street - Basement
601-960-1065 Office
601-960-1437 Fax
769-798-4217 Cellular

ITEM	DESCRIPTION	QUANTITY	COST
Research Plan Booklet	25 pgs, 8.5x11 pages, color print	100	\$531.28.00
Retention Plans	75 pgs, 8.5x11 pages, color print	200	\$1,317.00
Brochure/Flyer	8.5x11, 2-sided	2500	\$482.00
Push Cards	4x8, 2-sided	2500	\$500.00
Business Cards for Recruitment	2x3.5	2000	\$140.00
Kiosk Business Cards	2x3.5	325	
Gateway Banner	60x142.5	2	\$ 360.00
Pop-Up Banner	Banner W/Stand	1	\$ 640.00
Miscellaneous	Pens, notepads, etc.		\$ 500.00
		Total 1	\$ 4,470.28
Yard Signs	18 x 24 w/stakes 2 designs 100 each 1 sided sign	200	\$883.34
			2-sided sign \$1122.72
			Total 2 \$ 5,593.00
Bill boards	Digital	\$2500.00 per month	4 months \$10,000.00
		Immediate advertisement	
	Poster	\$600 per month	4 months \$2,400.00
		\$700-\$1250.00 processing fee 2-week process	\$1,250.00
			\$13,650.00
		Total 2 + Billboard Total	\$19,243.00

ITEM	DESCRIPTION	QUANTITY	COST
Research Plan Booklet	25 pgs, 8.5x11 pages, color print	100	\$531.28.00
Retention Plans	75 pgs, 8.5x11 pages, color print	200	\$1,317.00
Brochure/Flyer	8.5x11, 2-sided	2500	\$482.00
Push Cards	4x6, 2-sided	2500	\$500.00
Business Cards for Recruitment	2x3.5	2000	\$140.00
Kiosk Business Cards	2x3.5	325	
Gateway Banner	60x142.5	2	\$ 360.00
Pop-Up Banner	Banner W/Stand	4	\$ 640.00
Miscellaneous	Pens, notepads, etc.		\$ 500.00
		Total 1	\$ 4,470.28
Yard Signs	18 x 24 w/stakes 2 designs 100 each 1 sided sign	200	\$883.34
			2-sided sign
			\$1122.72
			Total 2
			\$ 5,593.00
Billboards	Digital	\$2500.00 per month Immediate advertisement	4 months \$10,000.00
		\$600 per month	4 months \$2,400.00
	Poster	\$700-\$1250.00 processing fee 2-week process	\$1,250.00
			\$13,650.00
		Total 2 + Billboard Total	\$19,243.00

User Actions

[View Filed Documents](#) [Opt-in or Opt-out of Email updates](#) [Print Business Details](#)

Name History

Name	Name Type
Sweet Unknown South LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1217573
Status:	Good Standing
Effective Date:	06/17/2020
State of Incorporation:	Mississippi
Principal Office Address:	1220 E Northside Drive STE 170 #285 Jackson, MS 39211

Registered Agent

Name
curtis nichouls
5018 Riverwood Circle
Jackson, MS 39211

Officers & Directors

Name	Title
Curtis Nichouls Jr 1220 E. Northside Dr, STE170 #285 Jackson, MS 39211	Manager, Member



Jackson Police Department
ATTN: Mr. Juan S. Gray, JPD Grants Unit
327 East Pascagoula Street
P.O. Box 17
Jackson, MS 39205

Dear Mr. Gray:

We are thrilled to provide a quote and the opportunity to assist the Jackson Police Department with its recruitment and retention advertisement needs. By choosing "Sweet Unknown South" (SUS), you are partnering with a dedicated team committed to contributing to Jackson, Mississippi's success and supporting the mission of the Jackson Police Department.

As a token of our commitment, we are honored to create two short film commercials as an in-kind donation. SUSs goal is to help the Jackson Police Department recruit new talent and establish the department as a community-driven elite organization. We take great pride in this role and are deeply invested in these efforts.

Please remember that the goal is to have the project completed by October 15, 2024, we are requesting that 50% of the total project cost of \$16, 894.72 be rendered by August 15, 2024, with the balance due upon completion of the project. For any questions or concerns, please feel free to contact me via email or phone.

We look forward to working closely with the Jackson Police Department and contributing to their continued success.

Warm regards,

Curtis Nichouls, CEO

TransformationInEducation.org
joannacmurty@transformationineducation.org
601.436.6644

JACKSON POLICE DEPARTMENT
RECRUITMENT VIDEO

Written by

Curtis Nichouls

Curtis.nichouls@gmail.com
601-503-4628

INT. KITCHEN - NIGHT

A BLACK FAMILY is sitting at the dinner table eating dinner. DAD is sitting at the head of the table, smiling and making fun of his daughter, while MOM smiles and asks if the food is too salty. At this moment, their SON walks into the house holding a football.

DAD
You're late.

MOM
Wash your hands, your plate is in
the microwave.

JUMP CUT TO:

The son is now sitting at the table with the family.

DAD
So, have you decided on what you're
going to do now that you've
finished school?

Their son takes another bite of food.

SON
I want to take a year off from
school. Maybe get a job.

MOM
Maybe get a job?

The son smiles.

SON
A career mom.

WE GO INTO A DREAM SEQUENCE:

The son is in the Jackson Police Academy training to become an officer. We'll add some voice-over his training about the benefits of becoming a Jackson Police Officer and then end with the son wearing a Jackson Police Uniform at the table, smiling with his family.





City of Jackson, Mississippi
Vendor Application
Federal Tax ID: #64-6000-503

Note on Vendor Self Service: The City of Jackson has launched a [Vendor Self Service](#) portal, which vendors can use to complete the registration process online. We highly recommend that vendors use the online portal versus completing this paper application. If you have already completed an online application, there is no need to fill out this form.

INTRODUCTION

Dear Vendor,

The City of Jackson would like to thank you for your interest in becoming a vendor. We appreciate your business, and it is our desire to develop a long-term relationship with you. We seek to ensure that every vendor feels comfortable doing business with the City of Jackson and receives prompt payment from the City after fulfilling the terms of a purchase order (PO) or contract. The procurement process is designed to protect both the vendor and the City, and to foster a mutual understanding of the obligations of both parties under all applicable terms and conditions.

Prior to receiving a PO or contract from the City, it is required that all vendors first register with the City of Jackson. This ensures that vendors have the required federal, state, and local credentials to operate as a business; ensures the City can compile and submit required tax documentation; and ensures the City can process vendor payments after a PO or contract has been fulfilled.

The City of Jackson operates under the mandates of the Mississippi Code, as well as applicable City policies and ordinances. Prior to conducting business with the City of Jackson, it is important that vendors properly receive a signed purchase order (PO) or contract from the City. The PO or contract will define the terms and conditions of the purchase. The PO will also serve as a guarantee to the vendor that funds have been appropriated, and upon delivery of goods and/or services, a payment will be rendered. The PO or contract must also bear a valid City of Jackson identification seal. The vendor takes on the liability of possible non-payment if goods and/or services are delivered prior to a PO or contract being issued. The vendor should reject any PO or contract not in agreement with their quotes or the terms and conditions reflected in the PO or contract. The vendor should immediately notify the City of any discrepancies. After receiving a valid PO or contract, and after properly delivering the required goods and/or services, the vendor must submit an invoice to the department that issued the PO or contract. Failure to submit an invoice could lead to non-payment.

If you have any further questions regarding the procurement process, please contact the Purchasing Division by emailing vendorhelp@jacksonms.gov or by calling 601-960-1025.

APPLICATION – PLEASE COMPLETE THIS ENTIRE FORM

Business Information

Vendor Legal Name (as shown on income tax):

Vendor Name DBA (if operating as DBA, enter the DBA name):

Has your company done business with the City under a different name?

Yes No

If yes, please provide the name:

Does this business have multiple locations?

Yes No

Are these locations local, non-local, or both?

Local Non-Local Both

What is the primary location being registered?

How long has the business been located at this location?

Years Months # of Employees at this location

Date Incorporated:

City of Jackson Business License # (if applicable):

State Business License #:

Vendor Address (for remittance/invoice)

Address #1:

City: State: Zip Code:

Address #2:

City: State: Zip Code:

Contact Person #1

Contact Person #2

Name: Name:

Phone: Phone:

Fax Number: Fax Number:

Email Address: Email Address:

We appreciate your business!

Regards,

The City of Jackson, Mississippi

Department of Administration
Purchasing Division
Warren Hood Building, 6th Floor
200 S. President St.
Jackson, MS 39201

INSTRUCTIONS – PLEASE READ CAREFULLY

1. **Out of State?** All vendors need to first register with the Mississippi Secretary of State's Office before applying to be a vendor with the City of Jackson. This will help facilitate all purchase orders (PO) in a timely manner. Vendors can register by going to: <https://www.sos.ms.gov/business-services-regulation>
2. **Complete Vendor Application and W-9 Form:** If you have completed a vendor application online there is no need to fill out this form. The online application can be found at <selfservice.jacksonms.gov/vss>. If you would like to fill out this paper form instead, please complete the entire form and attach a completed W-9 form, which can be found at <jacksonms.gov/vendor-resources/>. Then submit your completed vendor application and W-9 form to vendorhelp@jacksonms.gov.
3. **Direct Deposit (ACH) Form:** In addition to filling out this paper application and a W-9 form, all vendors should complete a [direct deposit \(ACH\) form](jacksonms.gov/vendor-resources/) which can be found online at <jacksonms.gov/vendor-resources/>. **Direct deposit forms may be submitted in one of three ways (EMAILED FORMS CANNOT BE ACCEPTED DUE TO DATA SECURITY RISKS):**
 1. Upload your completed direct deposit (ACH) form as a part of your online application through the [Vendor Self Service](jacksonms.gov/vendor-resources/) portal at <selfservice.jacksonms.gov/vss>. If you have not signed up for VSS, you will need to first register and setup an account using your existing Vendor ID # and either your SSN or FID #.
 2. Drop off your Direct Deposit (ACH) form in-person at the Accounts Payable Office, which is located at:

Department of Finance Administration – Accounts Payable Section
Warren Hood Building, 6th Floor
200 S. President St.
Jackson, MS 39201
 3. Mail your original and completed form (no faxes or copies accepted) to the Accounts Payable Office. Please make sure your form is marked as **CONFIDENTIAL**:

City of Jackson
Attn: Gloria Jones, ACH Coordinator
Accounts Payable Section
200 S. President St.
Jackson, MS 39201

HELPFUL RESOURCES

Need Help? Contact the Vendor Helpline!

- Email: vendorhelp@jacksonms.gov
- Phone: 601-960-1025
- Hours: 8 am, 5 pm; Monday – Friday (excluding public holidays)

Need More Information?

Visit jacksonms.gov/purchasing

Want to Register Online Instead?

Visit selfservice.jacksonms.gov/vss

Looking for live bid opportunities? You have three options!

1. City of Jackson: <https://www.jacksonms.gov/bid-opportunities/>
2. Central Bidding: <https://www.centrauctionhouse.com/rfpc10376-city-of-jackson.html>
3. State of Mississippi: [https://www.ms.gov/dfa/contract bid search/Bid?autoloadGrid=False](https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False)

FOR OFFICIAL USE ONLY

Vendor Number (to be assigned by the city):

Date Originated (office use only):

Vendor Address (for submitting bids)

Address #1:

City: State: Zip Code:

Address #2:

City: State: Zip Code:

Contact Person #1

Contact Person #2

Name: Name:

Phone: Phone:

Fax Number: Fax Number:

Email Address: Email Address:

Vendor Tax Identification Information

It is unlawful for any person to carry on any business in the City of Jackson without a valid business tax certification.

Taxpayer Identification Number (FEIN/EIN):

****Complete a W-9 as a part of your application****

Social Security Number (if you do not have a FEIN/EIN):

****Owner SSN required for sole proprietorship and DBA's. ****

Business Type (check all that apply)

Partnership Corporation Construction Sole Proprietorship

LLC Other (please specify):

Business Classification (check all that apply)

Construction Wholesale Commodities Manufacturer

Retailer Prime-Contractor Sub-Contractor MFG Rep

Non-profit Other (please specify):

Equal Business Opportunity (EBO) Plan (please check one of the following, if applicable)

African American Asian Hispanic Native American
Female Other (please describe)

Does your business have a minority business enterprise (MBE) certification?

Yes No

Would you be interested in applying for an MBE?

Yes No

Minority Business Enterprise (MBE) Certification

It is the policy of the City of Jackson to promote full and equal business opportunities for all persons doing business with the City. If you would like to get MBE certified, please contact the Equal Business Opportunity (EBO) office at 601-960-1856. You may also obtain more information on the program by visiting the website at jacksonms.gov/ebo/ or jacksonms.gov/minority-business-certification.

Vendor References

Have you done business with other governmental entities in the past?

Yes No

If yes, please list the names and address of those governmental entities.

Reference #1	
Agency:	<input type="text"/>
Address #1:	<input type="text"/>
City:	<input type="text"/>
State:	<input type="text"/>
Zip Code:	<input type="text"/>
Address #2:	<input type="text"/>
City:	<input type="text"/>
State:	<input type="text"/>
Zip Code:	<input type="text"/>
Contact Person #1	Contact Person #2
Name:	<input type="text"/>
Name:	<input type="text"/>
Phone:	<input type="text"/>
Phone:	<input type="text"/>
Fax Number:	<input type="text"/>
Fax Number:	<input type="text"/>
Email Address:	<input type="text"/>
Email Address:	<input type="text"/>

Reference #2

Agency:

Address #1:

City: State: Zip Code:

Address #2:

City: State: Zip Code:

Contact Person #1

Contact Person #2

Name:

Name:

Phone:

Phone:

Fax Number:

Fax Number:

Email Address:

Email Address:

Reference #3

Agency:

Address #1:

City: State: Zip Code:

Address #2:

City: State: Zip Code:

Contact Person #1

Contact Person #2

Name:

Name:

Phone:

Phone:

Fax Number:

Fax Number:

Email Address:

Email Address:

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific instructions on page 5.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Curtis Nichouls	
2 Business name/disregarded entity name, if different from above Sweet Unknown South, LLC	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 1220 E. Northside Dr. STE170 #285	Requester's name and address (optional)
6 City, state, and ZIP code Jackson, Ms. 39211	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 30px;">8</td><td style="width: 30px;">5</td><td style="width: 30px;">-</td><td style="width: 30px;">1</td><td style="width: 30px;">5</td><td style="width: 30px;">8</td><td style="width: 30px;">0</td><td style="width: 30px;">6</td><td style="width: 30px;">5</td><td style="width: 30px;">1</td> </tr> </table>	Social security number																				or										Employer identification number										8	5	-	1	5	8	0	6	5	1
Social security number																																																			
or																																																			
Employer identification number																																																			
8	5	-	1	5	8	0	6	5	1																																										

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<small>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, later.</small>	

Sign Here	Signature of U.S. person ▶	Date ▶ 07/15/2024
------------------	----------------------------	-------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



THE CITY OF
JACKSON
MISSISSIPPI

This e-mail and any files transmitted with it are City of Jackson property, are confidential, and are intended solely for the use of the individual or entity to whom this email is addressed. If you are not one of the named recipient(s) or otherwise have reason to believe that you have received this message in error, please notify the sender and delete this message immediately from your computer. Any other uses, retention, dissemination, forwarding, printing, or copying of this email is strictly prohibited.

From: Juan Gray <juang@city.jackson.ms.us>
Sent: Tuesday, April 4, 2023 1:28 PM
To: Sheila Williams Sheriff <swsheriff@jacksonms.gov>
Subject: Fw: Fw: JPD Recruitment Project Quotes

Good evening Mrs. Sheriff,

Thank you and your staff for all your hard work in pulling this budget together. Please look at Dr. Jennings notes below and the dollar amount. But, I do think we need to do the following:

Two sided signs
Research Plan to 35 pages max.
Push cards to 5000
Bus. Cards for Recruitment to 4000
Kiosk Bus. Cards 400
Pop up Banners 4
Billboards -1
Poster -1

Also, can you get this back to me with total cost and I will submit it to DOJ.

Here are the JPD recruitment QR codes.

--Wes

On Mon, Apr 24, 2023 at 11:02 AM Juan Gray <juang@city.jackson.ms.us> wrote:

FYI,
Juan

Sent from my iPhone

Begin forwarded message:

From: Sheila Williams Sheriff <swsheriff@jacksonms.gov>

Date: April 24, 2023 at 10:02:29 AM CDT

To: Juan Gray <juang@city.jackson.ms.us>

Cc: Shikira Thomas <sdonald@city.jackson.ms.us>, Sheila Williams Sheriff <swsheriff@jacksonms.gov>

Subject: Re: Fw: JPD Recruitment Project Quotes

Good morning Juan,

Can you re-send us the QR Code for the officers survey.

Respectfully,

Sheila Williams - Sheriff

OFFICE OF PUBLICATIONS

300 North State Street – Basement

601-960-1065 Office

601-960-1437 Fax

769-798-4217 Cellular

Fwd: JPD Recruitment Project Quotes

Juan Gray <juang@city.jackson.ms.us>

Mon 9/16/2024 3:19 PM

To:Sondra Moncure <smoncure@city.jackson.ms.us>

FYI

Sent from my iPhone

Begin forwarded message:

From: Sheila Williams Sheriff <swsheriff@jacksonms.gov>

Date: April 24, 2023 at 13:13:20 CDT

Subject: Re: JPD Recruitment Project Quotes

I'll give you a call tomorrow.

Respectfully,

Sheila Williams - Sheriff

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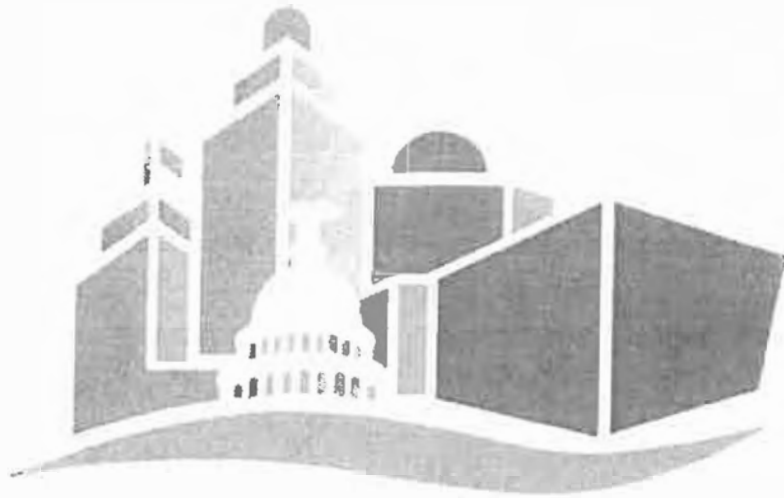
From: Juan Gray <juang@city.jackson.ms.us>
Sent: Monday, April 24, 2023 12:57 PM
To: Sheila Williams Sheriff <swsheriff@jacksonms.gov>
Subject: Fw: JPD Recruitment Project Quotes

FYI,

Juan

From: Wes Jennings <doctorwgj@gmail.com>
Sent: Monday, April 24, 2023 12:38 PM
To: Juan Gray <juang@city.jackson.ms.us>
Subject: Re: JPD Recruitment Project Quotes

Hi Juan,



THE CITY OF
JACKSON
MISSISSIPPI

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From: Sheila Williams Sheriff <swsheriff@jacksonms.gov>
Sent: Monday, April 10, 2023 11:49 AM
To: Juan Gray <juang@city.jackson.ms.us>
Cc: Sheila Williams Sheriff <swsheriff@jacksonms.gov>; Shikira Thomas <sdonald@city.jackson.ms.us>
Subject: Re: Fw: JPD Recruitment Project Quotes

Greetings Juan,

Please see attached document with changes.

Respectfully,

Sheila Williams - Sheriff

OFFICE OF PUBLICATIONS
300 North State Street – Basement
601-960-1065 Office
601-960-1437 Fax
769-798-4217 Cellular

6

**ORDER RATIFYING AND AUTHORIZING THE ACCEPTANCE OF THE FY 2024
HOMELAND SECURITY GRANT OF \$100,000 TO THE JACKSON POLICE
DEPARTMENT TO SUPPORT ITS BOMB TEAM'S OPERATIONS.**

CITY OF JACKSON
MISSISSIPPI

WHEREAS, On September 1, 2024, the MS Office of Homeland Security (MOHS), State Administrative Agency (SAA), awarded the City of Jackson Police Department a \$100,000.00 grant (24LE221B) to provide federal funds for homeland security projects to prevent, protect against, respond to, and recover from terrorist attacks; and

WHEREAS, the proposed period of performance began on September 1, 2024, and will end on August 31, 2027; however, according to the grant agreement, the period of performance will commence on the date of acceptance of the City's award execution and shall continue through September 1, 2024, unless terminated by the MOHS and/or the Department of Public Safety (DPS); and

WHEREAS, the grant will assist the City of Jackson Police Department –Bomb Team in purchasing bomb equipment to protect the team during an explosive-related issue. The team will make purchases of equipment to dispose of and transport suspected explosive materials and any new technology equipment to advance the bomb team; and

WHEREAS, as a condition of the grant, the City is required to execute a grant agreement between the State of Mississippi, by and through the Mississippi Department of Public Safety and the Mississippi Office of Homeland Security; and

WHEREAS, the City of Jackson must comply with competitive bidding procedures as required by the applicable federal and state rules; and

WHEREAS, grant funds expended prior to the date of the award are not authorized to be reimbursed; and

WHEREAS, grant funds shall be used solely for the purpose for which these funds are approved and awarded by the MOHS; and

WHEREAS, the City shall return to the State, within thirty (30) days of such request by the DPS/MOHS, any funds which are not supported by audit, Federal and/or State review of documentation by the City for programs and costs associated with the grant award; and

WHEREAS, all equipment awards should be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise that prohibit it with being accomplished, the MOHS must be notified as to the reason for the delay and projected purchase date of the equipment; and

WHEREAS, it is mutually agreed by the City that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of MOHS; and

WHEREAS, it is in the best interest of the City of Jackson that the governing authority authorize and ratify the acceptance of a \$100,000.00 grant (24LE221B) to provide federal funds for homeland security projects to enhance the City to prevent, protect against, respond to, and recover from terrorist attacks from MOHS/DPS.

IT IS HEREBY ORDERED that the acceptance of the grant award of \$100,000 is hereby ratified and that the Mayor or his designee be authorized to execute all documents for the acceptance and administration of the FY 2024 MOHS federal grant of \$100,000 to be spent in accordance with the grant award and the

conditions set forth in this Order.

IT IS FURTHER ORDERED the City shall return to the State, within thirty (30) days of such request by the DPS/MOHS, any funds which are not supported by audit, Federal and/or State review of documentation by the City for programs and costs associated with the grant award.

APPROVED FOR AGENDA:

By: WADE LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 22, 2020
DATE

POINTS		COMMENTS				
1.	Brief Description/Purpose	Order Authorizing the Mayor's acceptance of the FY 2024 Office of Homeland Security- Direct Allocation Grant to the Jackson Police Department -Bomb Team administrated by the State of Mississippi Department of Public Safety, for \$100,000.00.				
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention				
3.	Who will be affected	City of Jackson				
4.	Benefits	To improve the safety and well-being of the citizens of Jackson.				
5.	Schedule (beginning date)	As per grant guidelines				
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ ■ Project limits if applicable	ALL WARDS CITY WIDE and Surrounding areas.				
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Jackson Police Department				
8.	COST	Grant Funds with no matching funds required.				
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input checked="" type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	State of Mississippi Department of Public Safety Office of Homeland Security MOHS Federal Grant Number #EMW-2024-SS-00.				
10.	EBO participation	ABE _____ %	WAIVER	yes _____	no _____	N/A _____
		AABE _____ %	WAIVER	yes _____	no _____	N/A _____
		WBE _____ %	WAIVER	yes _____	no _____	N/A _____
		HBE _____ %	WAIVER	yes _____	no _____	N/A _____
		NABE _____ %	WAIVER	yes _____	no _____	N/A _____



Chief of Police
Joseph Wade

JACKSON POLICE DEPARTMENT
Operations Bureau

Assistant Chief of Police
Wendell Watts

Memorandum

To: Chokwe A. Lumumba, Mayor

From: Joseph Wade, Chief of Police

Date: Wednesday, October 9, 2024

Subject: FY 2024 Office of Homeland Security- Direct Allocation Grant Award to the Jackson Police Department - Bomb Team

The City of Jackson Police Department has been awarded an FY 2024 Direct Allocation Grant from the Office of Homeland Security to the Jackson Police Department -Bomb Team administrated by the State of Mississippi Department of Public Safety, for \$100,000.00.

Funds through this award will assist the City of Jackson Police Department –Bomb Team in purchasing Bomb equipment to provide the team with protection during an explosive-related issue. The team will make purchases of equipment to dispose of and transport suspected explosive materials, and any new technology equipment to advance the bomb team.


Please do not hesitate to contact me with any questions or concerns.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AND AUTHORIZING THE ACCEPTANCE OF THE FY 2024 HOMELAND SECURITY GRANT OF \$100,000 TO THE JACKSON POLICE DEPARTMENT TO SUPPORT ITS BOMB TEAM'S OPERATIONS** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant* A.M. 10/10/24

10/10/24
Date

MISSISSIPPI OFFICE OF HOMELAND SECURITY



FY24 HOMELAND SECURITY GRANT PROGRAM GRANT AGREEMENT AND AWARD PACKET



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

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

Sub-Recipient Name: Jackson Police Department Bomb Squad

Project Title: HOMELAND SECURITY GRANT PROGRAM

Grant Period: 9/1/2024-8/31/2027

Date of Award: 9/1/2024

Total Amount of Award: \$100,000.00

Grant Number: 24LE221B

In accordance with the provisions of Federal Fiscal Year 2024 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is EMW-2024-SS-00. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C.603).

Enclosed is a signed grant agreement obligating federal funds as outlined above. Please review the grant agreement in full, sign in the designated signature areas and return to the MOHS by **October 15, 2024**. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations, and guidelines.

Grant funds will be disbursed to Sub-Recipients (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly

authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-Recipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

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

ACCEPTANCE OF THE FEDERAL GRANT AWARD FOR THE SUB-RECIPIENT

Signature of Authorized Signatory Official



2111251

Signature of MOHS Executive Director/SAA

MISSISSIPPI OFFICE HOMELAND SECURITY GRANT AGREEMENT OF UNDERSTANDING AND COMPLIANCES

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

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

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

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

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

Federal Terms and Conditions:

Terms and conditions pertain not only to Recipients, but grant funded Sub-Recipients, as well. The following list of terms and conditions should be reviewed and followed. The FY2023 Department of Homeland Security Standard Terms and Conditions, can be found at: <https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>.

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

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

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

B. Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. General Acknowledgements and Assurances

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

FY24 Mississippi Office of Homeland Security-Cost Summary Support Sheet

1. Sub-Recipient Agency: Jackson Police Department Bomb Squad					
2. Sub-Recipient Grant Number: 24LE221B		3. Grant ID:		4. Beginning: September 1, 2024	5. Ending: August 31, 2025
6. Activity: Homeland Security Grant Program					
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget			
		Federal	All Other	Total	
Personal Services-Salary		\$0.00	\$0.00	\$0.00	
Personal Services-Fringe		\$0.00	\$0.00	\$0.00	
Contractual Services		\$0.00	\$0.00	\$0.00	
Travel/Training		\$0.00	\$0.00	\$0.00	
Equipment	To be determined.	\$100,000.00	\$0.00	\$100,000.00	
Commodities/Supplies		\$0.00	\$0.00	\$0.00	
Other:		\$0.00	\$0.00	\$0.00	

TOTALS	\$100,000.00	\$0.00	\$100,000.00
---------------	--------------	--------	--------------

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.
- V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

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

II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

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

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

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

IX. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

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

XI. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

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

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

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

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

XV. Federal Debt Status

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

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

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

XIX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

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

XX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

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

XXI. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a

lobbying certification form as described in Appendix A to 6C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

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

XXIV. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXV. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXVI. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXVII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVIII. Rehabilitation Act of 1973

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

XXIX. Reporting of Matters Related to Recipient Integrity and Performance

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

XXX. Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

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

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

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

Definitions

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at [Funding and Sustainment | CISA](#).

XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

XXXV. Universal Identifier and System of Award Management

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

XXXVI. USA PATRIOT Act of 2001

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

XXXVII. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

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

Sub-Recipients should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-Recipients should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State determines to award the covered transaction, grant, or other agreement.

1. Lobbying

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

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

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or

cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

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

2. Debarment, Suspension, and Other Responsibility Matters

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

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

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

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

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

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

3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

3. Drug-Free Workplace

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

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

1. Maintaining a Zero Tolerance Drug Policy.
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace.
4. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The Subrecipient's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and

- (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (e) Including the provisions of the foregoing clauses in all third-party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. Procurement:

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

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

5. Organizational and Financial Requirement:

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

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

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

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

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

b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and 4 2 CFR § 200.318(c)(1) conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

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

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

3. Notification of Organizational Changes Required:

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

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

iv. organizational restructuring

6. Following Subrecipient Procedures:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in:

(a) 2 CFR 200 § 302 Financial Management

7. Disclosure of Information:

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

8. Conflict of Interest

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

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

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

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

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

(1) Procure or obtain.

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

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

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

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

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

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

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

FEMA Standard Terms and Conditions
FISCAL YEAR 2023 FEMA STANDARD TERMS AND CONDITIONS
[<https://www.fema.gov/fact-sheet/fiscal-year-2023-fema-standard-terms-and-conditions>]

Release Date: Mar 8, 2023*

*Please note that at the time of Award Development these had not been updated by FEMA for FY24.

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

1. Environmental Planning and Historic Preservation (EHP) Review

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

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

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

2. Applicability of DHS Standard Terms and Conditions to Tribes

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

3. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of

the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

4. Disposition of Equipment Acquired Under the Federal Award

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

5. Prior Approval for Modification of Approved Budget

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

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

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

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

6. Indirect Cost Rate

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

**Mississippi Office of Homeland Security
FY24 Terms and Conditions:**

Compliance and Regulations:

1. Sub-Recipient must comply with the rules and regulations of 2CFR 200 and all federal, state, and local rules and regulations.
2. Sub-Recipient shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
3. Sub-Recipient shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
4. Sub-Recipients are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
5. Sub-Recipients must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
6. Sub-Recipient shall comply with the Single Audit Act of 1996 and 2 CFR 200.501. Copies of audit reports when issued and provide audit findings to the MOHS. Copies will be made available, as needed.
7. The Authorized Signatory Official is responsible for committing to the terms of this Agreement, budgeting local funds to purchase equipment or support jurisdictional exercise, training, and planning efforts for executing this Agreement on behalf of the Sub-Recipient's jurisdiction. The designated representative certifies that he/she has legal signatory authority to receive assistance.
8. The Signatory Authorized Official shall designate a person(s) as the Sub-Recipient Grant Administrator (SGA) for developing and attaching the scope of work, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-Recipient to Recipient for repayment.

Grant Funding:

9. Grant funds expended prior to the date of the award letter are not authorized to be reimbursed. No cost or obligation shall be incurred by the Recipient under this Agreement, unless and until the Recipient advises the Sub-Recipient in writing that the Award has been executed and funds are available.
10. Sub-Recipients shall use approved and awarded funds solely for the purpose for which these funds are approved and awarded by the Mississippi Office of Homeland Security. All changes and/or revisions to the program scope of work and/or budget items must be approved in writing by the MOHS.
11. Sub-Recipient shall comply with cost-sharing requirements of the awarded grant, if applicable.
12. Sub-Recipient shall not enter any contracts or purchase goods from any party and/or vendor which is disbarred or suspended from participating in Federal assistance programs. The sub-recipient shall comply with all applicable provisions of Federal and State laws and regulations regarding procurement of goods and services. It is the responsibility of the awarded agency to follow all local, state and federal procurement.
13. Sub-Recipient shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as applicable and/or as directed by the DPS Authorized Representative and the MOHS.
14. Sub-Recipients shall provide all required financial and program documentation to meet the terms and conditions of receiving Federal and State assistance.
15. The period of performance for this Grant Agreement shall begin on the date of acceptance of the Subrecipient Award execution and shall continue through the period of Subrecipient unless terminated by the MOHS and/or the Department of Public Safety.

16. Sub-Recipient **shall return** to the State, within thirty (30) days of such request by the DPS/MOHS, any funds which are not supported by audit, Federal and/or State review of documentation by the Sub-Recipient for programs and costs associated with the Award.
17. All radios and radio communications purchased with grant funds should be APCO 25 compliant and follow the Project 25 suite of standards for voice and low-moderate speed data interoperability.
18. Contractual services, internet service, radio service, cellular phone, satellite phone, etc. will be eligible for grant funding for up to **twelve (12) months** during the awarded period of performance.
19. The Sub-Recipient shall develop and improve their capability to combat the effects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published FEMA Authorized Equipment List (AEL) or support of planning, exercises or training activities associated with the prevention, response, or recovery from terrorism incidents. Any equipment not purchased from the FEMA AEL or without prior approval, will be disallowed.
20. Position descriptions are required for each person being paid with grant funds. Organizational charts identifying grant funded position(s) are also required.
21. The Recipient will not be liable under this Agreement for any amount greater than the award allocated by the FEMA and the Office for Domestic Preparedness to the State for the grant performance period.
22. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.

Equipment/Supplies for Program Activities:

23. Equipment purchased under the terms of this Agreement will be stored, maintained, and used in accordance with the purpose and objectives of this Grant Agreement. Adequate maintenance procedures must be developed to keep the property in good working condition.
24. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
25. If equipment or an asset is damaged, lost, or stolen, it is the responsibility of the agency to contact the MOHS immediately. If an item is past useful life, and/or in need to disposal or selling, please see instructions on how to sell and/or dispose of equipment, please visit our website at www.homelandsecurity.ms.gov. (Click on the tab Grants /Grant Forms).
26. All equipment awarded in this grant agreement **should be ordered** within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MOHS must be notified as to the reason for the delay and projected purchase date of the equipment.
27. It is mutually agreed and promised that the Sub-Recipient shall immediately notify the MOHS, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such an event, Sub-Recipient further agrees to transfer or otherwise dispose of such equipment, as directed by the MOHS.
28. It is mutually agreed and promised by the Sub-Recipient that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MOHS.
29. It is mutually agreed and promised that the Sub-Recipient shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.

Reporting of Program Requirements:

- 30. Each quarter the SGA will prepare and submit a Quarterly Request for Reimbursement to the MOHS. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The MOHS will review the reimbursement package for completeness and process for payment through the Mississippi Accountability System for Government Information and Collaboration (MAGIC), accounting system.
- 31. Programmatic and Financial Reports: Program Reporting and Financial Reports are due within 15 days after each reporting quarter.

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

Non-performance of Grant Activities:

- 32. Failure by the Sub-Recipient to comply with the terms of this Grant Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the Recipient.
- 33. Failure to expend all grant funds awarded (by date stated on Award Letter) and to comply with Recipient request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds.
- 34. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.
- 35. The Recipient and Sub-Recipient agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all information submitted in that report.

Audit Requirements:

- 36. Law enforcement, state, local, non-profit agencies funded with Federal funds administered by the MOHS for the purpose of grant activity must comply with the following (2 CFR§200.501):
 - (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
 - (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
 - (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all the Federal awards expended were received from the same Federal agency,

or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

- (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) *Sub-Recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient, or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions follow Federal statutes, regulations, and the terms and conditions of Federal awards.
- (h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Monitoring/Inspection:

- 37. Sub-Recipient shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
- 38. physical inventory of property and equipment must be completed, and the results reconciled with the MOHS property control, at least once every two years. All property and equipment acquired with grant funds must be tagged and tracked using an inventory management system.
- 39. Sub-Recipient's requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the MOHS explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in the current annual jurisdictional budget must be accompanied by supporting documentation.
- 40. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated.
- 41. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two (2) years for the useful life of the property.

Monitoring:

- 42. Pursuant to Federal guidelines (2 CFR§200.328-329), the State has developed a plan for evaluating all projects. Each Sub-Recipient may be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems, and reimbursements of the project. The State evaluates all subrecipient's risk of noncompliance with Federal statutes, regulations and

the terms and conditions of the sub-award for the purpose of determining the appropriate level of sub-recipient monitoring.

43. Management will evaluate audit findings, questioned costs and corrective action plans. The issuance of a written decision will be issued to the Sub-Recipient, which will entail whether or not the audit finding is sustained; the reasons for the decision; the expected action of the Sub-Recipient to repay any disallowed costs, make financial adjustments or take other actions; the reference number(s) the auditor assigned to each audit finding; and a description of any appeal process available to the Sub-Recipient regarding the management decision, as required by 2 CFR 200.521. If the Sub-Recipient has not completed corrective action, a timetable follow-up will be given.
44. The MOHS will contact Sub-Recipient(s) for additional information as needed and determines course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as financial capacity concerns) and schedule of expenditures of federal awards deficiencies. Depending on the issue or combination of issues, procedures may be modified to ensure efficient and effective resolution. Updates the status of each audit review until all follow-up actions are completed and the file is closed.

Intelligence Sharing:

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

Other Provisions:

48. This agreement is not intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
49. Sub-Recipient is required to ensure that grant monies are used to support all Emergency Service-related agencies and departments, specifically law enforcement, fire, and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.
50. All final requests for reimbursement, performance reports and closeout documents must be received in the Mississippi Office of Homeland Security within forty-five (45) days of completion of the project.
51. Sub-Recipient delinquent in submitting reimbursements, quarterly/progress reports, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period of performance, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.
52. All Sub-Recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities, to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.

FY24 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT

<p>1. Sub-Recipient's Name: Jackson Police Department Bomb Squad</p> <p>Mailing Address: 327 East Pascagoula Jackson, MS 39205</p> <p>Telephone Number:</p> <p>E-Mail:</p>	<p>2. Effective Date of Grant: September 1, 2024</p> <p>3. Sub-Recipient Grant Number: 24LE221B</p> <p>4. Grant Identifier (Funding Source & Year): EMW-2024-SS</p> <p>5. Period of Performance: Start and End Dates: September 1, 2024-August 31, 2027</p> <p>6. Subgrant Payment Method: <input type="checkbox"/> Cost Reimbursement Method</p>
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7. CFDA # - 97.607- Homeland Security Grant Program	8. UEI # -	9. Congressional District: MS02
10. FAIN #: 646000779	11. Initial Federal Award Date: September 1, 2024	12. Federal Awarding Agency: Homeland Security (800)368-6498
13. Research and Development Grant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	14. Indirect Cost Rate Charged: \$0.00	

15. The following grant funds are obligated:

A. COST CATEGORY	B. SOURCE OF FUNDS	C. MATCH	D. RATIO%
(1) Personal Services-Salary	(1) Federal	\$0.00	100%
(2) Personal Services-Fringe	(2) State	\$0.00	0%
(3) Contractual Services	(3) Local	\$0.00	0%
(4) Travel/Training	(4) Other	\$0.00	0%
(5) Equipment	Total:	\$100,000.00	100%
(6) Commodities/Supplies	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:		
(7) Other	Number of Grants:	FY21	FY22
TOTAL	TOTAL:	\$0.00	\$0.00

The Sub-Recipient agrees to operate the program outlined in this Grant Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; Agreement of Understanding and Compliances, and all required documentation. All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Recipient, are also incorporated into this agreement, and Sub-Recipient agrees to fully comply therewith.

<p>14. Approval from Grantor:</p> <p style="text-align: right;"><i>[Signature]</i> Date: 9/1/24</p>	<p>15. Approval from Sub-Recipient:</p> <p style="text-align: right;">Signature: _____ Date: _____</p>
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<p>Name: Baxter Kruger Title: MOHS Executive Director/SAA</p>	<p>Name: _____ Title: Authorized Signatory Official</p>
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FY24 HOMELAND SECURITY GRANT PROJECT DESCRIPTION

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

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

FY24 HOMELAND SECURITY PROJECT GOALS AND OBJECTIVES

PROJECT:

The following project will:

- Prevent a threatened or actual threat of terrorism.
- Protect citizens, residents, visitors and assets against the threats that pose the greatest risk to the security of the United States.
- Mitigate the loss of life and property by lessening the impact of future catastrophic events.
- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.

GOAL:

Increase jurisdiction participation with multi-level intelligence components and capabilities to assist agencies to prevent, protect against, respond to, and recover from terrorism incidents and attacks.

OBJECTIVES:

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

Establish/enhance statewide deterrence/prevention and response efforts.

GOAL:

Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts. Increase jurisdiction capabilities by reducing vulnerabilities and risks against terrorism incidents.

OBJECTIVES:

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

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

FY24 PROGRAM MILESTONE SCHEDULE

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

1st QUARTER (SEPTEMBER, OCTOBER & NOVEMBER)

- Send the full Grant Agreement with Appendix documents, with authorized signatory signatures to MOHS.
- Complete and submit Environmental Historic Preservation (EHP) Form to MOHS (If required). Please include the EHP form and photographs of the outside of the building, as well as places where equipment will be installed.
- Complete NIMS Training (100, 200, 700 and 800), if not already completed. A copy must be in the Agency file.
- Complete the Nationwide Cybersecurity Review (NCSR) Assessment and submit completion documentation for the MOHS.
- Complete Memorandum of Understanding and Consent form for State and Local Cybersecurity Grant Program participation.
- Provide Sub-Recipient MAGIC Vendor Number where funds will be disbursed. Funds will be advanced and/or reimbursed to the MAGIC Vendor Number agency provides. It is the agency's responsibility to notify the MOHS of any account changes.
- Solicit quotes and/or bids for equipment. (If equipment is over \$5,000.00, two (2) quotes are required)
- Review proposals, quotes, bids and select vendors.
- Purchase approved equipment during the 1st quarter for the grant year.
- Begin preparation of 1st Quarter Report. (September 1-November 30). Due to MOHS **December 15th**.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

2nd QUARTER (DECEMBER, JANUARY & FEBRUARY)

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

3RD QUARTER (March, APRIL & MAY)

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

4th QUARTER (June, July, and August)

- Submit 4th Quarter Report to MOHS. Due **September 15**.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 1st Supplemental Report. (**Sept 1-Nov 30**). Due to MOHS **December 15**.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

CLOSEOUT (September 1-October 1)

- Submit 4th Quarter Report. (June 1-August 31). Due to MOHS **September 15th**.
- Prepare Closeout Form and supporting documentation to MOHS. Due **October 15th**.
- Assess and review program's threats, hazards, core capabilities and needs.

FY24 HSGP Award Appendix Documentation for Award Packet.

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

If your Agency is awarded a License Plater Reader or any type of equipment that will require a building modification or installation, please include the FY24 Environmental Historic Preservation Screening Form.

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

Grant Agreement Certifications

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

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

Agency Name: Jackson Police Department **Grant Number:** 24LE221B

Agency Address: 327 E. Pascagoula St. Jackson, MS 39205

Agency Phone Number: 601-960-1234 **Agency Fax Number:** 601-960-1376

Sub-Recipient Grant Administrator (SGA) Certification

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

Name: Loris D. Taylor **Title:** EOD Commander
(Designated Sub-Recipient Grant Administrator)

Phone Number: 601-500-0767

Email Address: ldtaylor@jacksonms.gov

Signature of Sub-Recipient Grant Administrator: _____



Financial Officer Certification

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

Name: JUAN S. GRAY Title: GRANT Administrator
(Sub-Recipient Financial Officer)

Phone Number: 601.213.7450

Email Address: juan@city.jackson.ms.us

Signature of Sub-Recipient Financial Officer: 

Authorized Signatory Official Certification

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

Name: _____ Title: _____
(Grant Authorized Signatory Official)

Phone Number: _____

Email Address: _____

Signature of Authorized Signatory Official: _____

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

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

Section 1: Award Information:

Agency Name	Jackson Police Department
City	Jackson
Zip Code +4 Digits (Required)	39205-0017
Unique Entity Identification (UEI) #	GNNPTMPBPYMS
Amount of Award:	\$100,000.00

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

1. More than 80% of the Agency organization's annual gross revenue is federal funds.
 Yes (If yes, proceed to Question 2)
 No (If No, stop, proceed to Section 3)

2. Federal Revenue exceeds twenty-five (25) million dollars.
 Yes (If Yes, proceed to Question 3)
 No (If No, stop, proceed to Section 3)

3. Compensation information is not publicly available via federal tax filings, Securities and Exchange Commission (SEC) reporting, or any other source. (If other, please indicate: _____)
 Yes (If Yes, proceed to Table)
 No (If No, stop, proceed to Section 3)

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

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

Section 3: Certification of Information:

I certify that the above information is true and accurate.

Authorized Signatory Official (Signature)

Date

Authorized Signatory Official (Printed Name)

Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:

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

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

SUB-RECIPIENT: Jackson Police Department Bomb Squad

ATTESTS:

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

Date:

Authorized Signatory Official's Printed Name:

Organizational Title:

UEI Number:

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

By:



Executive Director/SAA
Mississippi Office of Homeland Security

Date:

9/11/24

7

DRM THE POLICE DEPARTMENT

ORDER AUTHORIZING THE JACKSON POLICE DEPARTMENT TO ACCEPT AND PURCHASE FIFTEEN (15) 2024 DODGE DURANGO POLICE PURSUIT VEHICLES (PPV) UNDER THE 2022-2025 POLICE PURSUIT VEHICLE FOR TWELVE (12) MONTH BID NO. 07100-020624 FROM KIRK AUTO WORLD, INC. D/B/A SUNSET CHRYSLER-DODGE-JEEP-RAM.

WHEREAS, on February 06, 2024, the Purchasing Department opened one (1) bid on behalf of the Jackson Police Department to purchase 2022-2025 Police Pursuit Vehicles for twelve (12) months; and

WHEREAS, Kirk Auto World, Inc., d/b/a Sunset Chrysler-Dodge-Jeep-Ram with its principal office at 1463 Commerce Street, Grenada, MS 38901, submitted the following bid:

- | | |
|---------------------------------|--------------|
| 1. 2023 or 2024 RAM SSV 1500 | \$ 43,500.00 |
| 2. 2023 FORD EXPLORER PPV | \$ 43,900.00 |
| 3. 2023 FORD F-150 4X4 XL | \$ 47,990.00 |
| 4. 2023 DODGE DURANGO ADMIN V-8 | \$ 42,188.00 |
| 5. 2023 DODGE CHARGER PPV – V8 | \$37,900.00 |

WHEREAS, on March 19, 2024, the governing authority for the City of Jackson accepted the bid of Kirk Auto World, Inc. to purchase 2022-2025 police pursuit vehicles for twelve (12) months to be used by Jackson Police Department; and

WHEREAS, the Jackson Police Department represents that Kirk Auto World, Inc.'s d/b/a Sunset Chrysler-Dodge-Jeep-Ram no longer has the 2023 Dodge Durango Admin V-8 in stock but is willing to furnish the 2024 Dodge Durango PPV, at a lower cost than the quoted amount of \$40,600.00; and

WHEREAS, the Jackson Police Department represents that it could not find any similar vehicle from any other source and the needs of the department to procure said vehicles are urgent; and

WHEREAS, the best interest of the City of Jackson would be served by purchasing the 2024 vehicle immediately while in stock because it is likely that the vehicles will be sold quickly to make allowance for 2025 vehicles which are now hitting the market.

IT IS THEREFORE ORDERED that the Mayor is authorized to accept the 2024 Dodge Durango PPV, at a lower cost than the quoted amount, i.e. \$40,600.00, as a comparable good for the Jackson Police Department.

IT IS FURTHER ORDERED, the Jackson Police Department is authorized to purchase fifteen (15) 2024 Dodge Durango PPV, at a \$40,600.00, at a total cost not to exceed \$609,000.00 from Kirk Auto World, Inc d/b/a Sunset Chrysler-Dodge-Jeep-Ram.

Agenda Item No. 7
10.15.24
(Wade, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: October 8, 2024

	POINTS	COMMENTS																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING THE JACKSON POLICE DEPARTMENT TO ACCEPT AND PURCHASE FIFTEEN (15) 2024 DODGE DURANGO POLICE PURSUIT VEHICLES (PPV) AS A COMPARABLE GOOD UNDER THE 2022-2025 POLICE PURSUIT VEHICLE FOR TWELVE (12) MONTH BID NO. 07100-020624.																																													
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	Crime Prevention, Quality of Life, Changes in City Government																																													
3.	Who will be affected	The City of Jackson and The Jackson Police Department																																													
4.	Benefits	Purchase of Police Vehicles																																													
5.	Schedule (beginning date)	Upon council approval																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	City in General																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Jackson Police Department																																													
8.	COST	\$609,000.00																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	001.442.40.6868																																													
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">ABE</td> <td style="width: 10%; text-align: center;">_____ %</td> <td style="width: 25%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">no</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">N/A</td> <td style="width: 10%;">_____</td> </tr> <tr> <td>AABE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
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WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							



Assistant Chief of Police
Vincent Grizzell

JACKSON POLICE DEPARTMENT
Chief of Police Joseph Wade

Assistant Chief of Police
Wendell Watts

Memorandum

To: Chokwe Antar Lumumba, Mayor

From: Joseph Wade, Chief of Police

Date: Tuesday, October 8, 2024

Re: Agenda Item Kirk Brothers Auto

I am submitting an agenda item to approve the purchase of (15) Dodge Durango SUV's from Kirk Auto World. These vehicles, which are readily available, will not only be a much-needed addition but also significantly enhance the efficiency of the Jackson Police Department's fleet.



Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1786

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE JACKSON POLICE DEPARTMENT TO ACCEPT AND PURCHASE FIFTEEN (15) 2024 DODGE DURANGO POLICE PURSUIT VEHICLES (PPV) UNDER THE 2022-2025 POLICE PURSUIT VEHICLE FOR TWELVE (12) MONTH BID NO. 07100-020024 FROM KIRK AUTO WORLD, INC. D/B/A SUNSET CHRYSLER-DODGE-JEEP-RAM is legally sufficient for placement in NOVUS Agenda.

Drew Martin
Drew Martin, City Attorney

10/8/24
Date

KIRK BROTHERS SUNSET CDJR

1463 COMMERCE DRIVE, GRENADA MS 38901

COMMERCIAL SALES DEPARTMENT



2024 DODGE DURANGO PPV

Base price

3.6L V6

AWD POWERTRAIN

8-SPD AUTOMATIC TRANS

MONOTONE PAINT CHOICE- WHITE

CLOTH LOW-BACK BUCKET SEATS

Tilt/ Cruise

U Connect Bluetooth System

VINYL FLOORING

7100 GVW RATING

DRIVER SIDE SPOTLIGHT

STEEL RIMS

REMOTE KEYLESS ENTRY

HEATED OUTSIDE MIRRORS

VINYL REAR SEATS

Total Vehicle Price

\$ 40,600.00

THESE ARE IN STOCK UNITS AVAILABLE IMMEDIATELY

CALL OR SEE: **WES HERRING**

601-503-4534

COMMERCIAL SALES DEPARTMENT

ORDER ACCEPTING THE BID OF KIRK AUTO WORLD, INC. TO PURCHASE 2022-2025 POLICE PURSUIT VEHICLES FOR TWELVE (12) MONTHS TO BE USED BY THE CITY OF JACKSON POLICE DEPARTMENT, (BID NO. 07100-020624).

WHEREAS, on February 06, 2024, the Purchasing Department opened one (1) bid on behalf of the Jackson Police Department to purchase 2022-2025 Police Pursuit Vehicles for twelve (12) months; and

WHEREAS, Kirk Auto World, Inc., with its principal office at 1463 Commerce Street, Grenada, MS 38901, submitted the following bid:

1.	2023 or 2024 RAM SSV 1500	\$ 43,500.00
2.	2023 FORD EXPLORER PPV	\$ 43,900.00
3.	2023 FORD F-150 4X4 XL	\$ 47,990.00
4.	2023 DODGE DURANGO ADMIN V-8	\$ 42,188.00
5.	2023 DODGE CHARGER PPV – V8	\$ 37,900.00

WHEREAS, the Purchasing Department recommends that the governing authorities for the city accept Kirk Auto World, Inc.'s bid as the best and lowest bid for Police Pursuit Vehicles beginning upon the approval of the governing authority for a twelve (12) month period; and

WHEREAS, the Jackson Police Department reviewed said bids and recommends that the governing authority for the city of Jackson accept said bid.

IT IS HEREBY ORDERED that the bid of Kirk Auto World, Inc. received on February 06, 2024, for 2022-2025 police pursuit vehicles for the aforementioned make, model, and price, be accepted as the lowest and best bid received, after being determined that said bid met the specifications and that no other bid was received.

IT IS FURTHER ORDERED that the payment for said police pursuit vehicles shall be made from the General Fund (001.442.40.6868).

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Special Council Meeting on March 19, 2024. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

Name History

Name
KIRK AUTO WORLD, INC.

Name Type
Legal

Business Information

Business Type:	Profit Corporation
Business ID:	8703703
Status:	Good Standing
Effective Date:	08/04/1987
State of Incorporation:	Mississippi
Principal Office Address:	1463 Commerce Street GRENADA, MS 38901

Registered Agent

Name
R. Adam Kirk
1320A Sunset Drive
Grenada, MS 38901

Officers & Directors

Name
J S Kirk
1202 Sunset Drive_p O Box 1267,
P O Box 1267
Grenada, MS 38901

Title
Incorporator

Ronald M Gardner
Highway 61 South
Cleveland, MS 38732

Incorporator

Bruce Cannon Kirk
1463 Commerce Street
Grenada, MS 38902

Director, President, Chairman

JS Kirk Junior
1463 Commerce Street
Grenada, MS 38902

Vice President

JS Kirk Senior
1463 Commerce Street
Grenada, MS 38901

Secretary, Treasurer

TABULATION OF BID RECEIVED FOR 2022-2025 POLICE PURSUIT VEHICLE

BID NO: 07100-020624
ADVERTISED: January 12, & 19, 2024
OPENED: February 06, 2024

CITY OF JACKSON
JACKSON POLICE DEPARTMENT

Kirk Auto World dba Kirk Brothers Sunset
1463 Commerce Street
Grenada, MS 38901
601.503.4534
Wes Herring
wes@kirkautomotive.com

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>GRAND TOTAL</u>
2022-2025 Police Pursuit Vehicle	1. 2023 or 2024 RAM SSV 1500 2. 2023 FORD EXPLORER PPV 3. 2023 FORD F-150 4X4 XL 4. 2023 DODGE DURANGO ADMIN V-8 5. 2023 DODGE CHARGER PPV- V8	1. 43,500.00 2. 43,900.00 3. 47,990.00 4. 42,188.00 5. 37,900.00
Bid valid for:		90 Days
Delivery:		
EBO Plan Application :		Included

MCM
 02/06/2024



CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

February 12, 2024
DATE

POINTS		COMMENTS																																			
1.	Brief Description/Purpose	Order Authorizing Acceptance of the 12-Month Bid#07100-020624 for 2022-2025 Police Pursuit Vehicles from Kirk Auto World, 1463 Commerce Street, Grenada, MS., 38901																																			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention and Neighborhood Enhancement																																			
3.	Who will be affected	City of Jackson Citizens, City Staff, and Law Enforcement Personnel																																			
4.	Benefits	To Provide Additional Coverage in Responding to Call for Service																																			
5.	Schedule (beginning date)	ASAP																																			
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	ALL WARDS CITY WIDE																																			
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Jackson Police Department																																			
8.	COST	N/A																																			
9.	Source of Funding ■ General Fund <input checked="" type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	General Funds: 001.442.40.6868																																			
10.	EEO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	yes	no	N/A	<u>X</u>	AABE	_____ %	WAIVER	yes	no	N/A	<u>X</u>	WBE	_____ %	WAIVER	yes	no	N/A	<u>X</u>	HBE	_____ %	WAIVER	yes	no	N/A	<u>X</u>	NABE	_____ %	WAIVER	yes	no	N/A	<u>X</u>
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HBE	_____ %	WAIVER	yes	no	N/A	<u>X</u>																															
NABE	_____ %	WAIVER	yes	no	N/A	<u>X</u>																															



**Chief of Police
Joseph Wade**

JACKSON POLICE DEPARTMENT
Support Services Bureau
Tyrone Buckley, Deputy Chief of Police

**Assistant Chief of Police
Vincent Grizzell**

Memorandum

To: Joseph Wade, Chief of Police

**Via: Vincent Grizzell, Assistant Chief, Administration Services Bureau
Tyrone Buckley, Deputy Chief, Administration Services Bureau**

From: George Jimerson, Captain, Administration Services Bureau *gjm*

Date: February 12, 2024

Re: Accepting BID from Kirk AutoWorld for 12-Months

This memo is in reference to accepting the bid from Kirk Auto World 1463 Commerce Street Grenada, MS 38901 for 12-Month Contract Bid #07100-020624 for 2022-2025 Police Pursuit Vehicles.

If you have any questions please contact me at 769-209-7340.

Purchasing Division
200 South President Street – Suite 604
Jackson, MS 39212
(601) 960-1025 (Fax) (601) 960-1049



Memorandum

To: Michael Davis, Development Assistance Manager
Vic Sexton, Office of Economic Development

From: Purchasing Division

Thru: City of Jackson Police Department, Commander George Jimerson

CC: Joseph Wade/Chief of Police/JPD

Date: February 07, 2024


Re: 07100-020624


The attached bid and tabulations have been prepared by the Purchasing Division for the department/division contact person as a guide to review the bid technical specifications. Bid was received on February 06, 2024 as follows:

Vendor Name	TECHNICAL		EBO PLAN (Included w/Bid Package?)	
	YES	NO	YES	NO
Kirk Auto World			X	

The source of funding is General Fund.

I have completed the technical review and appropriately marked the bids meeting ALL technical specifications. I am forwarding this review to the EBO Officer for appropriate action. A determination for compliance with the City's EBO Ordinance and EBO Plan as submitted with the above referenced bid is hereby requested.


Signed (Department / Division Contact Person)


Date:

Please attach a copy of Bid Recommendation.

CAPSLock Administrator
Professional Standards | Planning & Research
Jackson Police Department
327 E. Pascagoula Street Jackson, MS 39205
Phone:601-960-1689
Cellular:601-213-8396
Email: moyland@city.jackson.ms.us



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8

OFFICE OF THE CITY CLERK
10-15-24

ORDER ACCEPTING A PROPOSAL FROM CTEH, LLC FOR PROFESSIONAL REMEDIATION SERVICES TO BE PERFORMED AT THALIA MARA HALL IN AN AMOUNT NOT TO EXCEED THIRTY-SEVEN THOUSAND DOLLARS (\$37,000.00) AND RATIFYING CTEH'S PREVIOUSLY PERFORMED SERVICES. (SCOTT, LUMUMBA)

WHEREAS, on Monday July 29, 2024, it was discovered that Thalia Mara Hall had experienced an invasion of microbial growth that occurred during that previous weekend. After being alerted of the microbial growth event, the Department of Human and Cultural Services acted quickly to procure professional testing of the growth and of air quality. CTEH conducted its initial inspection and testing on August 9, 2024, and issued a Report on August 14, 2024; and

WHEREAS, CTEH's Report recommended the immediate repair/replacement of Thalia Mara Hall's A/C chillers and the immediate stabilization of the indoor environment (among several other recommendations). The overarching theme of the Report was that the underlying causes of the microbial growth invasion must be immediately corrected. Otherwise, remediation efforts will be in vain as the microbial outbreak could easily return/spread to other areas of the building. The Department of Human and Cultural Services, recognizing the seriousness of CTEH's Report, secured CTEH to conduct further, more extensive testing; and

WHEREAS, on September 19, 2024, CTEH conducted a second inspection of Thalia Mara Hall and issued a more detailed Report on September 27, 2024. This Report contains further recommendations for the successful remediation/repair of Thalia Mara Hall. CTEH has provided the City with an invoice covering its inspections of Thalia Mara Hall and the creation of the two Reports. Said invoice totals Six Thousand Four Hundred Seventy Dollars and Thirty-Five Cents (\$6,470.35); and

WHEREAS, said invoice covers the following:

Labor					
Professional	Date	Task	Qty	Rate	Amount
Christopher Flood (Industrial Hygienist I)	8/9/24	Environmental sampling	5	\$137.00	\$685.00
Christopher Flood (Industrial Hygienist I)	8/9/24	Project travel	1	\$137.00	\$137.00
Christopher Flood (Industrial Hygienist I)	8/9/24	Project travel	2	\$137.00	\$274.00
Christopher Flood (Industrial Hygienist I)	8/9/24	Project travel	1.5	\$205.50	\$308.25
Christopher Flood (Industrial Hygienist I)	8/13/24	Env Report Writing	4	\$137.00	\$548.00
Christopher Flood (Industrial Hygienist I)	8/14/24	Env Report Writing	2	\$137.00	\$274.00
Christopher Flood (Industrial Hygienist I)	8/14/24	Env Report Writing	4	\$137.00	\$548.00

Agenda Item No. 8
10.15.24
(Scott, Lumumba)

Christopher Flood (Industrial Hygienist I)	8/19/24	On-site project consulting	4	\$137.00	\$548.00
Christopher Flood (Industrial Hygienist I)	8/19/24	Project travel	2	\$137.00	\$274.00
Christopher Flood (Industrial Hygienist I)	8/26/24	Env Report Writing	4	\$137.00	\$548.00
Christopher Flood Subtotal			29.5		\$4,144.25
David Watts (Senior Certified Industrial Hygienist)	8/9/24	Project management (day)	2	\$245.00	\$490.00
David Watts (Senior Certified Industrial Hygienist)	8/23/24	Project management (day)	1	\$245.00	\$245.00
David Watts Subtotal			3		\$735.00
Labor Subtotal			32.5		\$4,879.25
Supplier					
Spend Category	Date	Supplier	Rate	Markup	Amount
Shipping	8/15/24	FedEx-Dallas	\$54.78	15.00%	\$63.00
Shipping Subtotal					\$63.00
Subcontractor – Outside Laboratory Services	8/12/24	EMSL Analytical, Inc.	\$1,215.00	15.00%	\$1,397.25
Laboratory Services Subtotal					\$1,397.25
Supplier Subtotal					\$1,460.25
Expense					
Item	Date	Professional	Qty	Rate	Amount
Personal Car – Mileage - US	8/19/24	Christopher Flood	98	\$0.67	\$65.66
Personal Car – Mileage - US	8/22/24	Christopher Flood	97.3	\$0.67	\$65.19
Personal Car – Mileage – US Subtotal					\$130.85
Expense Subtotal					\$130.85
GRAND TOTAL					\$6,470.35

WHEREAS, CTEH has also provided the City with a Proposal to assist with the successful remediation of Thalia Mara Hall. The costs associated with said Proposal shall not exceed Thirty-Seven Thousand Dollars (\$37,000.00); and

WHEREAS, said Proposal covers the following:

1. Initial assessment and testing
2. Limited asbestos survey

3. HVAC inspection
4. Segregate building into zones and protocol development
5. Post-remediation validation criteria
6. Thermal comfort parameter monitoring
7. Post-remediation recommendations for building stabilization
8. Emergency response to address/mitigate microbial recurrence
9. Issuance of report addenda

WHEREAS, the Department of Human and Cultural Services requests that the governing authorities authorize the Mayor to execute CTEH's Proposal. Further, the Department of Human and Cultural Services requests ratification of CTEH's previously performed services and payment in the amount of Six Thousand Four Hundred Seventy Six Dollars and Thirty-Five Cents (\$6,470.35) for said services; and

WHEREAS, it is in the best interests of the City that CTEH's Proposal be accepted in an amount not to exceed Thirty-Seven Thousand Dollars (\$37,000.00) and that CTEH's previously performed services be ratified and payment made for said services in the amount of Six Thousand Four Hundred Seventy Dollars and Thirty-Five Cents (\$6,470.35).

IT IS THEREFORE ORDERED that the Mayor is authorized to execute CTEH's Proposal discussed in this Order in an amount not to exceed Thirty-Seven Thousand Dollars (\$37,000.00). Said Proposal shall be incorporated into this Order and shall be reprinted in the City's Minute Book directly following the entry of this Order.

IT IS FURTHER ORDERED that CTEH's previously performed services are ratified and that payment in the amount of Six Thousand Four Hundred Seventy Dollars and Thirty-Five Cents (\$6,470.35) shall be made to CTEH for said services.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any document(s) and/or agreement(s) that may be needed to effectuate this Order.

Item No.: _____

Date: _____

BY: (Scott, Lumumba)


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/8/24
DATE

P O I N T S		C O M M E N T S								
1.	Brief Description/Purpose	ORDER ACCEPTING A PROPOSAL FROM CTEH, LLC FOR PROFESSIONAL REMEDIATION SERVICES TO BE PERFORMED AT THALIA MARA HALL IN AN AMOUNT NOT TO EXCEED THIRTY-SEVEN THOUSAND DOLLARS (\$37,000.00) AND RATIFYING CTEH'S PREVIOUSLY PERFORMED SERVICES.								
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Economic Development, Quality of Life								
3.	Who will be affected	The citizens of Jackson								
4.	Benefits	APPROVES ACCEPTANCE OF PROPOSAL AND PAYMENT RATIFICATION FOR SERVICES RENDERED UNDER EMERGENCY PROCLAMATION AT THALIA MARA HALL BY CTEH, LLC.								
5.	Schedule (beginning date)	10/8/2024								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE								
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Human & Cultural Services								
8.	COST	\$6,470.35								
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>									
10.	EBO participation	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
		AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
		WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
		HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
		NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____

MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

FROM: Dr. Pamela Scott, Director 
Department of Human and Cultural Services

DATE: October 8, 2024

SUBJECT: PROPOSAL FROM CTEH, LLC FOR PROFESSIONAL
REMEDATION SERVICES TO BE PERFORMED AT THALIA
MARA HALL IN AN AMOUNT NOT TO EXCEED THIRTY-
SEVEN THOUSAND DOLLARS (\$37,000.00) AND
RATIFICATION OF CTEH'S PREVIOUSLY PERFORMED
SERVICES

This memo is for an order requesting approval to accept a proposal for remediation services to be performed and to ratify payments for remediation testing services rendered at Thalia Mara Hall by CTEH, LLC. Services were rendered under an August 20, 2024 "Declaration Invoking Emergency Procurement Procedures". CTEH has provided the City with an invoice covering its August 19th and September 27th inspections of Thalia Mara Hall and the creation of the two Reports. Said invoice totals Six Thousand Four Hundred Seventy Dollars and Thirty-Five Cents (\$6,470.35). CTEH has also provided the City with a Proposal to assist with the successful remediation of Thalia Mara Hall. The costs associated with said Proposal shall not exceed Thirty-Seven Thousand Dollars (\$37,000.00).

The total amount to be ratified and remitted to the vendor is \$6,470.35.

Please review the attached order and let me know if you have any questions or require further information.

Thank you,

PS/mw

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER ACCEPTING A PROPOSAL FROM CTEH, LLC FOR PROFESSIONAL REMEDIATION SERVICES TO BE PERFORMED AT THALIA MARA HALL IN AN AMOUNT NOT TO EXCEED THIRTY-SEVEN THOUSAND DOLLARS (\$37,000.00) AND RATIFYING CTEH'S PREVIOUSLY PERFORMED SERVICES is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
Sondra Moncure, Special Assistant
Justin Powell, Deputy City Attorney JP

10/8/24
Date



Date: September 24, 2024

To: Mike Williams, Deputy Director
Department of Human and Cultural Service
City of Jackson, Mississippi
Post Office Box 2779
Jackson, Mississippi 39207

Subject: Microbial and Asbestos Consulting Services
Thalia Mara Hall
255 East Pascagoula Street
Jackson, Mississippi

Scope of Work

Initial Assessment and Testing:

CTEH shall perform a series of tasks for mold and asbestos related services. The first task would be an initial microbial and moisture assessment in the Thalia Mara Hall located at 255 East Pascagoula Street in Jackson, Mississippi. The assessment would be performed by a trained industrial hygienist (IH) with experience in building investigations where suspect mold growth and moisture may be present. The assessment would include a visual inspection of the interior spaces of the building and would not include exterior aspects of the facility, including the roof. Based on the timing of this proposal and the evolving nature of this project, the initial assessment of the interior of the building, less the interior of the heating, ventilation and air conditioning (HVAC) systems, has been completed and a mold remediation protocol has been developed and submitted to the City of Jackson for review. There has been follow-up to the initial site assessment, including return visits to the facility and meetings with building representatives to address other aspects of the building, including elevated surfaces and ventilation systems.

Limited Asbestos Survey:

The next logical phase of this project would be the inspection and sampling of building materials in impacted areas of the building for potential asbestos. A Mississippi-licensed asbestos inspector would perform the limited survey in the building to determine the presence of asbestos materials that may be affected by cleaning, removal or destructive remediation methods. Samples may be collected from spray-on fire-proofing, plaster, ceiling tiles and other suspect materials.

HVAC Inspection:

An inspection of the accessible interior aspects of the HVAC systems would be a separate phase. The purpose of this HVAC inspection and testing would be to determine the presence of mold impact to the interior components of these systems, including fan housings, evaporator coils, condensate pans, return air plenums/ducts and supply air duct systems. Bulk or surface testing may be performed within these systems to verify the presence of mold growth. Samples may be collected from porous insulation materials or metal components within these air conveyance systems. The outcome of this inspection and testing would be an addendum to the initial report and protocol that would address any necessary cleaning and remediation to the HVAC systems.

Segregate Building into Zones and Protocol Development:

CTEH shall define and delineate the physical areas in the building by zones and sequence these zones based on priority and agreed upon work flow for tradespersons in the area. The work sequencing shall be defined in the protocols and will include, but not limited to, carpet cleaning/removal, ceiling tile removal, wall/curtain cleaning, HVAC duct cleaning, seats, hard furniture and other items in the building.

Post-Remediation Validation Criteria:

CTEH shall define "clearance" criteria for remediation and cleaning processes. This shall include the comparative values of indoor versus outdoor mold spore levels and visual inspection criteria. A criterion will also be developed for the HVAC components and shall utilize existing source criteria, such as those published by the American Society for Heating, Refrigeration and Air Conditioning (ASHRAE) and the Institute of Inspection, Cleaning and Restoration Certification (IICRC). Any asbestos containing materials will also be addressed in terms of proper and adequate encapsulation methods and air sampling criteria for routine monitoring of air quality in the building during cleaning and encapsulation tasks.

Thermal Comfort Parameter Monitoring:

CTEH shall define the proper temperature and relative humidity values for the interior of the building to be maintained during the remediation and cleaning phases of the project. These criteria will be established to prevent the introduction of new fungal growth on previously impacted and non-impacted materials. CTEH shall also define the appropriate operational run times for the facility HVAC systems versus temporary stand-alone chiller operation periods.

Post-Remediation Recommendations for Building Stabilization:

CTEH shall provide criteria and instruction for the contractor to maintain a static environment in the building with respect to indoor air quality parameters, such as temperature, relative humidity and airborne particulates. This will include defining the number and placement of air filtration equipment and dehumidification systems in proper zones. CTEH shall also define ongoing cleaning methods and techniques to properly clean and maintain the building materials. This shall also include the proper maintenance of any asbestos containing materials which may require surface cleaning and/or application of a lockdown encapsulant. CTEH is prepared to provide inspection and milestone assessments of the remediation and cleaning phase of this project. The purpose of this milestone inspections would be to ensure the work is being performed in accordance with the prescribed scope of work, address any changes in work scope or new developments and to test and perform post-remediation assessments at the completion of the remediation and cleaning.

Emergency Response to Address/Mitigate Microbial Recurrence:

CTEH is prepared to provide an industrial hygienist to review and assess the new development or recurrence of suspect mold growth or excessive moisture conditions in the building during ongoing restoration activities. The hygienist may perform testing of the suspect growth to confirm fungal presence and develop a remediation protocol specific to the newly identified issues.

Issuance of Report Addenda:

CTEH shall issue a report addenda to the previously submitted reports of August 9th and 27th, 2024. These addenda shall address the items and content described in the above scope of work. CTEH will make every effort to submit the addenda by September 25, 2025, to the City of Jackson for review and approval. These reports and addenda will serve as the basis for a request for proposals for the remediation activity at Thalia Mara Hall.

All costs will be assessed on a not to exceed time and materials basis. This estimate is provided using the best available information at the time of this proposal. Costs may vary because of the actual work performed.

Fees

CTEH will provide an Industrial Hygienist (IH) under the direction of a Certified Industrial Hygienist (CIH) to conduct the assessments and testing. This project has been segregated into several tasks based on the phases of this project. Below is a breakdown of estimated costs per task.

1. Initial Assessment, Testing and Remediation Protocol - \$7,500

2. Asbestos Inspection and Report - \$3,500
3. HVAC Assessment, Testing and Report - \$6,500
4. Issuance of Report Addenda - \$2,500
5. Post-Remediation Assessment, Testing and Oversight - \$12,500
6. Emergency Response for Recurrence of New Microbial Growth - \$4,500/response

Total Not to Exceed Estimated Fee - \$37,000

Summary

Should additional scope be requested, it will likely exceed our original estimate and a revised estimate for any incremental scope of work will be submitted, prior to execution of any work, for written approval by Mike Williams or his designee.

We appreciate the opportunity to provide professional services for this project. If you have questions regarding this proposal, please contact me at (501) 366-0852.

Sincerely,



David Watts, MSPH, CIH
Senior Industrial Hygienist
CTEH, LLC

CTEH



CTEH
5120 Northshore Drive
North Little Rock, AR 72118

INVOICE # CINV-312155

DATE: 09/05/24

CUSTOMER ID: C-012671

SERVICES THROUGH DUE DATE 10/05/24 PAGE 1 OF 3

BILL TO:

City of Jackson
121 E Main Street
Suite 301
Jackson, TN 38301
United States of America

PO#:

PAYMENT TERMS: Net 30

SHIP TO:

City of Jackson
121 E Main Street
Suite 301
Jackson, TN 38301

PROJECT	PROJECT MANAGER
PROJ-044882 City of Jackson - Mold Assessment - Performance Theater - Jackson, MS	David Watts

ITEM	HOURS	AMOUNT
Labor		
08/09/24	11.5	\$ 1,894.25
08/13/24	4	\$ 548.00
08/14/24	6	\$ 822.00
08/19/24	6	\$ 822.00
08/23/24	1	\$ 245.00
08/26/24	4	\$ 548.00
Labor Subtotal	32.5	\$ 4,879.25
Supplier Subtotal		\$ 1,460.25
Expense Subtotal		\$ 130.85
NET AMOUNT		\$ 6,470.35
TAX		\$ 0.00

AMOUNT DUE (USD) \$ 6,470.35

REMIT TO: VIA ELECTRONIC FUNDS TRANSFER
Bank: Bank of America
ABA # (Wire): 026 009 593
ABA # (ACH): 121 000 358
Account #: 325000474839
SWIFT Code: BOFAUS3N
Account Name: Montrose Environmental Group, Inc.

LOCKBOX MAILING ADDRESS
CTEH LLC
PO Box 741137
Los Angeles, CA 90074-1137
United States of America

Remittance Advice: accountsreceivable@montrose-env.com



CTEH
5120 Northshore Drive
North Little Rock, AR 72118

INVOICE # CINV-312155

DATE: 09/05/24

CUSTOMER ID: C-012671

SERVICES THROUGH:

DUE DATE 10/05/24

PAGE 2 OF 3

Labor

PROFESSIONAL	DATE	TASK	QTY	RATE	AMOUNT
Christopher Flood Industrial Hygienist I	08/09/24	Environmental Sampling	5	\$ 137.00	\$ 685.00
Christopher Flood Industrial Hygienist I	08/09/24	Project Travel	1	\$ 137.00	\$ 137.00
Christopher Flood Industrial Hygienist I	08/09/24	Project Travel	2	\$ 137.00	\$ 274.00
Christopher Flood Industrial Hygienist I	08/09/24	Project Travel	1.5	\$ 205.50	\$ 308.25
Christopher Flood Industrial Hygienist I	08/13/24	Env Report Writing	4	\$ 137.00	\$ 548.00
Christopher Flood Industrial Hygienist I	08/14/24	Env Report Writing	2	\$ 137.00	\$ 274.00
Christopher Flood Industrial Hygienist I	08/14/24	Env Report Writing	4	\$ 137.00	\$ 548.00
Christopher Flood Industrial Hygienist I	08/19/24	On-site Project Consulting	4	\$ 137.00	\$ 548.00
Christopher Flood Industrial Hygienist I	08/19/24	Project Travel	2	\$ 137.00	\$ 274.00
Christopher Flood Industrial Hygienist I	08/26/24	Env Report Writing	4	\$ 137.00	\$ 548.00
Christopher Flood Subtotal			29.5		\$ 4,144.25
David Watts Senior Certified Industrial Hygienist	08/09/24	Project Management (Day)	2	\$ 245.00	\$ 490.00
David Watts Senior Certified Industrial Hygienist	08/23/24	Project Management (Day)	1	\$ 245.00	\$ 245.00
David Watts Subtotal			3		\$ 735.00
Labor Subtotal			32.5		\$ 4,879.25

Supplier

SPEND CATEGORY	DATE	SUPPLIER	RATE	MARKUP	AMOUNT
Shipping	08/15/24	FedEx- Dallas	\$ 54.78	15.00%	\$ 63.00
Shipping Subtotal					\$ 63.00
Subcontractor-Outside Laboratory Services	08/12/24	EMSL Analytical, Inc.	\$ 1,215.00	15.00%	\$ 1,397.25
Subcontractor-Outside Laboratory Services Subtotal					\$ 1,397.25
Supplier Subtotal					\$ 1,460.25

Expense

ITEM	DATE	PROFESSIONAL	QTY	RATE	MARKUP	AMOUNT
Personal Car - Mileage - US	08/19/24	Christopher Flood	98	\$ 0.67		\$ 65.66
Personal Car - Mileage - US	08/22/24	Christopher Flood	97.3	\$ 0.67		\$ 65.19



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FedEx Billing Online

Tracking ID Details

[Back](#)

Tracking ID Summary

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Billing Information

Tracking ID no. 278118069732
 Invoice no. 8-591-12677
 Account no. 1583-7863-8
 Ship date 08/09/2024
 Invoice date 09/15/2024
 Due date 09/30/2024
 Tracking ID Balance due \$0.00
 Status Closed

Messages

Distance Based Pricing, Zone 5
 Package sent from: 89201 zip code
 We calculated your charges based on a dimensional [Read More...](#)
 The Earned Discount for this ship date has been ca [Read More...](#)
 Fuel Surcharge - FedEx has applied a fuel surcharge [Read More...](#)

[View Invoice History](#)
[View shipment proof of delivery](#)

Transaction Details

[Help](#) [Hide](#)

Sender Information

CYR/TOXICOLOGY ENV/RO HLTH
 5120 NORTSHORE DR
 NORTH LITTLE ROCK AR 72118
 US

Recipient Information

EMSL Analytical Inc.
 200 Route 130 N.
 RIVERTON NJ 08077
 US

Shipment Details

Account 135378588
 Ship date 08/09/2024
 Tendered date 08/09/2024
 Payment type Third Party
 Service type FedEx Priority Overnight
 Zone 05
 Package type Customer Packaging
 Actual weight 1.00lbs
 Rated weight 3.00lbs
 Pieces 1
 Rated method 1
 Meter No. 6991354
 Declared value

Charges

Transportation Charge	109.41
Automation Bonus Discount	-10.34
Saturday Delivery	18.00
Earned Discount	-62.05
Fuel Surcharge	7.78
Total charges	\$54.76

Original Reference

Customer reference no. NO REFERENCE INFORMATION
 Department no.
 Reference #2
 Reference #3

Updated Reference [Edit](#)

Customer reference no.
 Department no.
 Reference #2
 Reference #3

Proof of Delivery

Delivery date 2024-08-10T11:00:0011:00
 Service area code A2
 Signed by O'NEIL
[View shipment proof of delivery](#)

Cost Allocation Reference [Edit](#)

Cost allocation
 Shipment Notes

Inc.



EMSL Analytical, Inc.

EMSL Analytical, Inc.
Federal Tax ID 22-2357101
200 Route 130 North, Cinnaminson, NJ 08077
(800) 220-3675

INVOICE NO.	PAGE
37336502	1 of 1
INVOICE DATE	
08/12/2024	

BILL TO:
CTEH Center for Toxicology & Env. Health
ATTN: Accounts Payable
5120 North Shore Drive
North Little Rock, AR 72118
US

REPORT TO:
CTEH Center for Toxicology & Env. Health
ATTN: Christopher Flood
5120 North Shore Drive
North Little Rock, AR 72118
US

SLSM.	SHIP VIA	TERMS	BILLING FREQ	REPT ID	BILLING ID		
nmurphy	Fed Ex	Net 30	With Report	CTEH89	CTEH89		
DATE	ORDER NO.	QTY	TEST CODE	TEST DESCRIPTION	UNIT	UNIT PRICE	AMOUNT
8/10/2024	372413224	11	M001 Air-O-Cell	Air-O-Cell™ Analysis of Fungal Spores & Particulates by Optical Microscopy (Methods MICRO-SOP-201, ASTM D7391) 3 Hour Project: Thaila	EA	105.00	1155.00
			OTHER CHARGES	Prep Fee			60.00
						SUB TOTAL	1155.00
						INVOICE TOTAL	\$1,215.00

Prep fee of \$30/sample charged for two cancelled M007 swabs.

Please review your invoice promptly. We will gladly correct any errors within 30 days of the invoice date. After that, we deem the invoice to be correct and reserve the right not to issue credits, in whole or part. A 1.5% finance charge will be added to invoices over 30 days.

Billing Inquiries - please call 1-800-220-3675

Please detach and return with payment

08/12/2024

CUST #: CTEH89

INV #: 37336502

\$1,215.00

Please Remit To:
EMSL ANALYTICAL, INC.
200 Route 130 North
Cinnaminson, NJ 08077

DEPT: 37

Payment in U.S. Funds Only.

Billing Inquiries - please call 1-800-220-3675
Invoice 2.12:en-US

9

AMENDED ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE COMMUNITY FOUNDATION FOR MISSISSIPPI TO SERVE AS THE FISCAL AGENT TO THE NATIONAL FOLK FESTIVAL IN JACKSON, MISSISSIPPI IN THE YEARS 2025-2027

WHEREAS, the Office of Economic Development within the Department of Planning and Development seeks to partner with the National Council for the Traditional Arts (NCTA) to bring the National Folk Festival, the oldest multicultural festival of traditional arts in the nation, which has been produced from its inception in 1934 by the NCTA, to Jackson, Mississippi; and

WHEREAS, the National Folk Festival is a free, large-scale, three-day outdoor event celebrating American culture's roots, richness, and variety. It features over 350 of the nation's finest traditional musicians, dancers, craftspeople, and other keepers of culture in performances, workshops, and demonstrations, plus children's activities, savory regional and culturally diverse cuisines, participatory dancing, storytelling, parades, and more; and

WHEREAS, the Office of Economic Development believes that this partnership will improve the quality of life in the community, generate tens of millions in future growth and prosperity, energize and diversify social life and entertainment opportunities downtown, and inspire citizens to consider careers in the field of Arts; and

WHEREAS, on August 1, 2023, the Jackson Council authorized the Office of Economic Development to submit a proposal and related documents to NCTA to apply for Jackson, Mississippi, to be the host city for the 2024 National Folk Festival to encourage career interests and economic growth in the community; and

WHEREAS, on November 29, 2023, the National Council for the Traditional Arts notified the Office of Economic Development that Jackson, Mississippi has been selected as a leading candidate to be selected as the host city for the 2025, 2026, and 2027 National Folk Festival; and

WHEREAS, the Office of Economic Development recommends entering into a Memorandum of Understanding (MOU) with the Community Foundation for Mississippi (CFM) to serve as the fiscal agent for the planning and execution of the National Folk Festival in Jackson to receive both public and private funds and to pay NCTA, Community-based Organizations, vendors, partners, stakeholders, and other related parties necessary for the success of the Festival; and

WHEREAS, in June of 2024, the City Council entered an order authorizing the Mayor to enter into a Memorandum of Understanding with the Community Foundation for Mississippi to serve as the fiscal agent for the National Folk Festival in Jackson, Mississippi in 2025 – 2027 and to execute any and all documents related to the CFM's acceptance as fiscal agent for the Festival; and

WHEREAS, the City and CFM continued to negotiate the terms of the MOU, resulting in various revisions, which are reflected in the attached MOU, and which require the Council to enter an Amended Order reflecting authorizing the Mayor to execute the revised and final MOU;

IT IS, THEREFORE, ORDERED that the Mayor is authorized to enter into the attached Memorandum of Understanding with the Community Foundation for Mississippi to serve as the fiscal agent for the National Folk Festival in Jackson, Mississippi in 2025 – 2027 and to execute any and all documents related to the CFM's acceptance as fiscal agent for the Festival.

Item No.: _____

Date:

By: (Keeton, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 10/10/2024

P O I N T S		C O M M E N T S								
1.	Brief Description	AMENDED ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE COMMUNITY FOUNDATION FOR MISSISSIPPI TO SERVE AS THE FISCAL AGENT TO THE NATIONAL FOLK FESTIVAL IN JACKSON, MISSISSIPPI IN THE YEARS 2025-2027								
2.	Purpose	To enter into a MOU with the Community Foundation for Mississippi to serve as fiscal agent for the National Folk Festival in Jackson, MS								
3.	Who will be affected	The citizens, businesses, and stakeholders in the City of Jackson								
4.	Benefits	Economic Development in the City								
5.	Schedule (beginning date)	Upon approval								
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide								
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	Department of Planning & Development								
8.	COST									
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 									
1	EBO participation See attached sheets from Vendors	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>
		AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>
		WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>
		HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>
		NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>

Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

To: Chokwe Antar Lumumba, Mayor

From: Jhai Keeton, Interim Director
Department of Planning and Development

Date: October 8/2024

Subject: **AMENDED ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE COMMUNITY FOUNDATION FOR MISSISSIPPI TO SERVE AS THE FISCAL AGENT TO THE NATIONAL FOLK FESTIVAL IN JACKSON, MISSISSIPPI IN THE YEARS 2025-2027**

The attached is an amended Order authorizing the City to enter into a Memorandum of Understanding with the Community Foundation for Mississippi to serve as the fiscal agent for the National Folk Festival in Jackson, Mississippi in 2025, 2026, and 2027.

cc: Yika Hoover, Deputy Director of the Office of Economic Development

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This AMENDED ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE COMMUNITY FOUNDATION FOR MISSISSIPPI TO SERVE AS THE FISCAL AGENT TO THE NATIONAL FOLK FESTIVAL IN JACKSON, MISSISSIPPI IN THE YEARS 2025-2027 is legally sufficient for placement in NOVUS Agenda.

/s/ Drew M. Martin, *City Attorney*

October 8, 2024

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON,
AND COMMUNITY FOUNDATION FOR MISSISSIPPI**

This **Memorandum of Understanding** (hereinafter referred to as the “MOU”) made as of the ___ day of September, 2024 between the City of Jackson (“City”) and Community Foundation for Mississippi (“CFM”), a publicly supported organization exempt from federal income tax under section 501(c)(3) and described in section 509(a) of the Internal Revenue Code of 1986, as amended (the “Code”).

WITNESSETH:

WHEREAS, the City has been selected to be the host city for the 82nd, 83rd, and 84th National Folk Festivals (2025-27) in Jackson, Mississippi (the “Festival” or “Festivals”);

WHEREAS, the City and the National Council for the Traditional Arts (“NCTA”) have executed an Operating Agreement (“Festival Agreement”) to produce the Festivals, working together with local community partners in Jackson, including but not limited to Community Foundation for Mississippi, Visit Jackson, Visit Mississippi, Mississippi Humanities Council, Mississippi Arts Commission, Downtown Jackson Partners, Greater Jackson Chamber Partnership, and others.

WHEREAS, CFM, by serving as the City’s fiscal sponsor, desires to support the implementation of the Festivals; and

WHEREAS, the City and the NCTA will remain responsible for implementing the Festivals in accordance with the Festival Agreement; and

WHEREAS, whenever any apparent conflict exists between this MOU and the Festival Agreement, this MOU should be interpreted so as not to conflict with the Festival Agreement;

NOW, THEREFORE, THE CITY AND CFM AGREE AS FOLLOWS:

1. **Award.** The City has agreed that CFM will receive cash or cash equivalents (hereinafter sometimes referred to as the “Donation” and the “Donated Funds”). Donated Funds shall be available during the period beginning with the execution of this MOU, and ending on December 31, 2027, or such earlier or later termination date as provided in this MOU (the “Term”). Funds shall be paid in U.S. Dollars via ACH, cash, check, credit card or another agreed-upon method.

2. **Purpose.** The Donated Funds shall be used by CFM to support the preparation and implementation of the Festivals, the activities of the Festival Partners, Community- based Organizations (“CBOs”), vendors, partners, stakeholders, and other related parties necessary for the success of the Festivals, as further described in Schedule A attached hereto, in a manner consistent with the Festival Agreement, this MOU, the schedules attached hereto, and the Program budget as set forth on Schedule C attached hereto (the “Festival Budget” or the “Budget”).

3. Use of Funds.

(a) Scope and Budget. The Donated Funds will be made only for the purposes stated in the Festival Agreement and this MOU and the Schedules attached hereto, and Funds shall be used for such purposes in accordance with the Festival Budget described in Section 3(b). Any Funds not expended, committed, or otherwise encumbered for the purposes of the Festivals or within the period stated above must be submitted to the City unless otherwise authorized in writing by the City through its representatives, except that where donor restrictions or fulfillment of Festival contractual obligations require a specific use or destination of donor funds, those restrictions or obligations will be followed.

(b) Budget. The Festival Budget has been developed to cover costs related to the Festivals. CFM and the City must adhere to the Festival Budget, as amended from time to time. CFM reserves the right to withhold funding if said expenditures are inconsistent with the Festival Agreement or this MOU and the Schedules attached. In addition, indirect costs paid to CFM will be negotiated when the final budget is approved by the Executive Committee each year; the negotiated amount will be a minimum of \$50,000 per year and a maximum of 10% of the final budget. For the purposes of this MOU, "indirect costs" means those costs which are regularly charged by CFM for technical assistance, including administrative support, accounting, compliance, donation receipting and reporting, auditing, promotion, and similar services. CFM will deposit the Donated Funds in an interest-bearing account or other short-term investment vehicle chosen by NCTA and the Festival Executive Committee and will apply any interest earned to the Festivals. Any additional income related to Funds, including but not limited to dividends, interest or appreciation, and currency fluctuation, must be used for the Festivals. Interest earned must be reported in a Periodic Report as required. CFM will not cover any losses due to market conditions as a result of this provision in the MOU.

(c) Pledges. CFM agrees to accept both one-time and multi-year funding pledges from donors. Donors will sign multi-year funding agreements with either CFM or with the City on behalf of the fund, and CFM will manage said Donations.

(d) Key Persons. If the Mayor or any relevant staff members of his office (each a "Key Person") ceases to devote to the Festival(s) an amount of time previously-agreed upon by the City, NCTA or CFM shall notify the City of such cessation within 3 business days. The City will ensure that within ten business days of receiving notice the Key Person resumes devoting the previously-agreed-upon amount of time to the Festival(s), or the City will provide a substitute Key Person possessing similar skills and capabilities to fill the role.

(e) Media Documentation. CFM shall use its best efforts to cause the City to document the Festivals by facilitating and/or producing digital and social media posts, print publications, audio or video programming, film, or other media regarding the Festivals.

(f) Restrictions on Distribution of Funds. CFM acknowledges that it is familiar with the U.S. Executive Orders and laws that prohibit the provision of resources and

support to organizations and individuals and/or organizations associated with terrorism and terrorist-related lists promulgated by the U.S. Government, the United Nations, and the European Union. CFM will take all precautions necessary to ensure that none of the Donated Funds will be used (i) in support of or to promote violence, terrorist activity, or related training, whether directly through its own activities and programs or indirectly through its support of, or cooperation with, other persons and organizations known to support terrorism or that are involved in money laundering activities or (ii) for purposes of or in connection with bribery or in contravention of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or other applicable anti-bribery law. In addition, CFM confirms that no Donated Funds will be paid to, or on behalf of, U.S. Government officials except as permitted under Treasury Regulation 53.4941(d)-3(e).

(g) Modification of Responsibilities. The City may request that CFM modify its responsibilities during the term of MOU, provided any such modifications are appropriate and reasonable in terms of timing, deadlines, and financial resources, and align with the Festival Agreement. If CFM and the City cannot reach an agreement about the terms of any such proposed modification, the City shall have the right to discontinue this MOU.

(h) Grants and Sub-Awards. CFM shall not be permitted to use any portion of the Donated Funds to make grants or sub-awards to other organizations or individuals, except as such awards may be related directly to the purpose of the fund. It is understood that CFM may expend the Donated Funds in connection with the Festivals, including paying CBOs, vendors, partners, stakeholders, and other necessary parties (“Contractors”) for the success of the Festivals. The City has not earmarked the use of the Donated Funds for any specific party besides NCTA. CFM may not make payments in currencies other than in U.S. Dollars, or to foreign (non-U.S.-based) contractors. The City and CFM will work with the Festival Executive Committee and Festival Manager to ensure that all, vendors, sub-contractors, partners, stakeholders, and parties use the Donated Funds for the purposes of the Festivals.

(i) CFM will either (1) establish a separate bank account for Festival funds, or (2) use another system agreed to by NCTA to ensure that Festival funds are kept separate from non-Festival funds in a manner consistent with the Festival Agreement.

4. Reporting.

(a) Monthly Reports. CFM shall provide monthly reports (each a “Monthly Report”) in accordance with this Section 4, including the delivery schedule set forth below in Section 4(d). Each Report shall be signed by an appropriate officer of CFM and shall include (i) a financial report reflecting expenditures according to the line-item categories of the Festival Budget as of the end of the applicable reporting period and reflecting the use of additional income related to the Donated Funds described in Section 3(b) and (ii) a narrative account of what has been accomplished by the expenditure of Donated Funds (including an assurance that the activities under the Donation and the Festival(s) have been conducted in conformity with the terms of the Festival Agreement and

this MOU. Reports will be provided to the City and to NCTA. The City, the Festival Manager, and NCTA shall have access to and use the fund donor portal maintained by CFM which makes current fund information available at all times.

(b) Additional Items. CFM shall provide a copy of its Form 990, as filed, to the City within 10 days after it is filed with the Internal Revenue Service. CFM shall immediately provide notice to the City by electronic mail and confirm that the City has actually received such electronic mail if it becomes aware, at any time during the Award Term, of any of the following: (i) any misappropriation of Award Funds or other assets of CFM or the City; (ii) the occurrence of an excess benefit transaction between CFM and any of its disqualified persons or an act of self-dealing by any of CFM's disqualified persons; (iii) a violation of CFM's conflicts of interest policy; or (iv) a formal investigation of an allegation of any of the foregoing.

(c) Report Details and Schedule. Details and formats for all reports shall be specified by the City and NCTA prior to the date the report is due hereunder. All reports should be submitted electronically monthly.

(d) CFM may be required to submit, or cause the City to submit, additional reports as requested by NCTA (format to be specified by the NCTA) on Festival(s) progress.

5. Record Maintenance and Inspection. CFM shall make its books and records related to the Festivals available for inspection and monitoring at reasonable times by the City, NCTA and their assignees. CFM shall maintain records of expenditures, as well as copies of the reports submitted to the City, for at least seven years after completion of the use of the Donated Funds. The City and NCTA may monitor and conduct evaluations of any recipient of donated funds. Such monitoring may include the personnel or assignees of the City or NCTA: (i) speaking with any recipient's staff members regarding the Festivals and (ii) conducting a review of financial and other records related to the Festivals.

6. Prohibition on Lobbying and Other Compliance with Tax Laws. Under the Code, Donation Funds may not be used by CFM or the City:

(a) to carry on propaganda, or otherwise attempt to influence any specific legislation through (i) an attempt to affect the opinion of the general public or any segment thereof or (ii) communication with any member or employee of a legislative body, or with any other governmental official or employee who may participate in the formulation of the legislation (except technical advice or assistance provided to a governmental body or to a committee or other subdivision thereof in response to a written request by such body, committee or subdivision), other than through making available the results of non-partisan analysis, study or research;

(b) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;

(c) to engage in activities that require any person actively involved in the

Festival(s) to register as a lobbyist or be identified as a lobbyist in a registration or report filed with a public agency by any other person or entity; or

(d) to support the election or defeat of a candidate for public office, finance electioneering communications, register prospective voters, or encourage the general public or any segment thereof to vote in a specific election.

7. CFM Representation. CFM represents that conduct by CFM of the activities described in Schedules A, B, and C hereto in the manner described therein shall not cause CFM to be in violation of any federal, state, local, or municipal law, rule, regulation, or ordinance. CFM further represents that it is not aware of any of the following ever having occurred: (i) any misappropriation of assets of CFM; (ii) the occurrence of an excess benefit transaction between CFM and any of its disqualified persons or an act of self-dealing by any of CFM's disqualified persons; (iii) a violation of CFM's conflicts of interest policy; or (iv) a formal investigation of an allegation of any of the foregoing. The person signing this MOU on behalf of CFM represents and certifies that she or he has full, express power and authority to do so.

8. Compliance. If the City or NCTA is not satisfied with the work contemplated by this MOU, the content of any written report, or the management of CFM, and if agreed upon corrective action(s) do not cure that dissatisfaction, the dissatisfied party shall have the right, in its sole discretion, to suspend this MOU and/or close the fund, and advise on the disposition of any unused or undistributed Donated Funds with NCTA and the Festival Executive Committee, except that where donor restrictions or fulfillment of Festival contractual obligations require a specific use or destination of donor funds, those restrictions or obligations will be followed.

9. Warranty/Indemnity. CFM represents, warrants, and covenants that NCTA is the producer of the Festivals, in partnership with the City and in cooperation with the Festival partners. To the extent permitted by law, CFM will indemnify and hold NCTA, the City, their licensees, and their assigns harmless from any and all claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising as a result of a (i) breach or alleged breach of CFM's obligations, representations, warranties and covenants under or contained in this MOU, including, without limitation, those contained in Section 14 and Section 15; or (ii) CFM's gross negligence or willful misconduct. The City will obtain insurance for the public events as it relates to the Festival(s), and CFM will obtain insurance for the fund.

10. Primary Contacts. CFM's primary contacts for the Festivals shall be Yika Hoover, Deputy Director of the Office of Economic Development, Department of Planning and Development for the City and Jane Alexander, President and CEO at the Community Foundation for Mississippi or her designee.

11. Requirement to Maintain Tax Status. CFM shall notify the City in writing of any proposed changes in its operations or funding sources that could affect its tax status under U.S. law.

12. City Engagement and Cooperation. The City, working with the Festival Executive Committee and NCTA, shall be responsible for overseeing the Festival Manager and various coordinators by providing oversight and approving the disbursement of Donated Funds for Festival

expenditures upon submission of adequate documentation that such expenditures relate to the Festival(s). Employees of the City, whether in their capacity as a City employee or private citizen or business owner, shall not be eligible to serve as sub-contractors for the Festival(s) and may not be compensated using Award Funds.

13. Requirement to Maintain 501(c)(3) and 509(a) Status. CFM is exempt from United States federal income tax under section 501(c)(3) of the Code and is a publicly supported organization described in section 509(a)(1) or 509(a)(2) of the Code. If any change in CFM's qualification as such an organization occurs, CFM shall notify the City and NCTA in writing within five business days after learning of such change.

14. Festival Coordination. CFM acknowledges that the success of the Festival(s) is dependent upon the sharing of information and cooperation generally among partners of the Festival(s). Accordingly, CFM, the City, and NCTA shall submit updates, at the times and in the format requested by the City, about Festival status, contacts, and other requested topics in order to keep the other partners of the Festival apprised of developments concerning the Festival(s) and in order to prevent duplication of efforts and achieve maximum Festival impact.

15. Representations and Covenants.

(a) CFM represents, warrants and covenants to the City that (i) it and/or its own sub-contractors have all necessary and appropriate licenses and rights to perform the activities described herein and shall maintain such licenses and rights during the Term of this MOU; (ii) it is in compliance with all applicable local, city, state, federal and international laws, rules and regulations governing CFM's operation; and (iii) it is in compliance with all applicable affirmative action laws and regulations. The City represents, warrants, and covenants that it will do likewise as to any licenses, rights, and legal compliances to which it has control.

(b) NCTA, the City, and the Festival Executive Committee will ensure that (i) they have established with the Festival manager adequate safety standards and protocols; (ii) their personnel shall follow such standards and protocols and be in compliance with the Occupational Safety and Health Administration Act ("OSHA"); (iii) the personnel and contractor selected as Project manager shall have the necessary experience, qualifications, knowledge, competency and skill necessary to perform the activities required by this MOU; (iv) the contractors are approved and authorized to work in the United States under all rules and regulations of the Immigration and Naturalization Service of the United States, if applicable; and (v) it shall use reasonable efforts to prevent the creation or continuation of any condition which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies which interfere or are likely to interfere with the activities under this MOU.

16. Confidentiality. Each party recognizes that it will have access to information of a proprietary or confidential nature owned by the other party. The parties acknowledge that the information they share with each other is proprietary, private and confidential. As such, each party agrees to keep such information in strictest confidence and protect it from disclosure; provided that the parties may disclose such information as required by law. Each party hereby waives any

and all right, title and interest in and to such proprietary information of the other and agrees to return all physical copies, and destroy all electronic copies, of such proprietary information, except as otherwise agreed, at their expense, upon the expiration or termination of this MOU.

17. Entire MOU and Amendment. This MOU constitutes the entire understanding between CFM and the City with respect to the subject matter hereof. This MOU may not be amended except by written instrument executed by authorized representatives of both CFM and the City. Whenever any apparent conflict exists between this MOU and the Festival Agreement, this MOU should be interpreted so as not to conflict with the Festival Agreement. To the extent that a conflict remains, the provisions of the Festival Agreement control.

18. Notice. All legal notices and other legal communications given or made pursuant hereto shall be in writing and shall be delivered personally or sent by registered or certified mail (postage prepaid, return receipt requested), or overnight courier and addressed to the party's proper address as set forth below. Any such notice shall be deemed to be given as of the date it is delivered to the recipient. All notices shall be addressed as follows:

If to CFM:

Jane Alexander
Community State for
Mississippi 119 South
President Street, 1st
Floor Jackson, MS
39201
jane@formississippi.org

If to the City:

Director of Planning and Development
City of Jackson, Dept. of Planning &
Department 200 S. President Street,
2nd floor, Suite 223 Jackson, MS
39201
economicdevelopment@jacksonms.gov

With copy mailed to:

City Attorney
P.O. Box 2779
Jackson, MS 39207-2779

19. Notice. CFM understands that the City of Jackson and the National Council for the Traditional Arts have entered into a Festival Agreement, and the City of Jackson is bound by the terms of the Festival Agreement. Should there be any conflict between the provisions of the City's MOU with CFM and the Festival Agreement, then the Festival Agreement shall govern.

20. Miscellaneous. This MOU may be executed in counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same instrument. This MOU shall be binding upon, inure to the benefit of, and may be enforced by each of the parties to this MOU and its successors and permitted assigns. Each provision of this MOU shall be considered separable, and if, for any reason, any provision or provisions hereof are determined to be invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall attach only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this MOU, and this MOU shall be carried out as if any such illegal, invalid or unenforceable provision were not contained herein. This MOU shall not be assigned without the City's prior written consent. This MOU, including any schedules,

amendments, modifications, waivers, or notifications relating thereto, may be executed and delivered by facsimile, electronic mail, or other electronic means. Any such facsimile, electronic mail transmission, or communication via such electronic means shall constitute the final MOU of the parties and conclusive proof of such MOU and shall be deemed to be in writing and to have the same effect as if signed manually. Any consent required to be given in writing hereunder may be given by electronic mail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties to this MOU have affixed their signatures:

By:

City of Jackson, Mississippi
Mayor Chokwe A. Lumumba

DATE:

By:

Community Foundation for
Mississippi
President and CEO Jane Alexander
DATE:

[Signature Page]

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**Schedule A
Initiative**

CFM will receive cash or cash equivalents (“Donation(s)” or “Donated Funds”) to support the preparation and implementation of the 82nd, 83rd, and 84th National Folk Festivals (2025-27) but will not fund 100% of Festival costs. The Donated Funds are intended to provide funds as part of a strong, committed consortium of supporters, both public and private.

Schedule B

Each phase of this Festival will have a varying set of implementation objectives that will need to be completed.

Festival Risks:

Risk Mitigation:

Mayoral Involvement:

**Schedule C
Budget**

[TBD]

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE COMMUNITY FOUNDATION FOR MISSISSIPPI TO SERVE AS THE FISCAL AGENT TO THE NATIONAL FOLK FESTIVAL IN JACKSON, MISSISSIPPI IN THE YEARS 2025-2027

WHEREAS, on August 1, 2023, the Jackson Council authorized the Office of Economic Development to submit a proposal and related documents to the National Council for the Traditional Arts to apply for Jackson, Mississippi, to be the host city for the 2024 National Folk Festival; and

WHEREAS, on November 29, 2023, the National Council for the Traditional Arts (NCTA) notified the Office of Economic Development that Jackson, Mississippi that it had been selected as a leading candidate to be the host city for the 2025, 2026, and 2027 National Folk Festival; and

WHEREAS, on May 7, 2024, the governing authorities authorized the execution of an Operating Agreement with the NCTA; and

WHEREAS, the National Folk Festival is a free, large-scale, three-day outdoor event celebrating American culture's roots, richness, and variety. It features over 350 of the nation's finest traditional musicians, dancers, craftspeople, and other keepers of culture in performances, workshops, and demonstrations, plus children's activities, savory regional and culturally diverse cuisines, participatory dancing, storytelling, parades, and more; and

WHEREAS, the Office of Economic Development anticipates that there will be significant financial activity associated with the implementation of the National Folk Festival including but not limited to receiving and expending donations and grants obtained; and

WHEREAS, the Office of Economic Development believes that the best interest of the City of Jackson would be served by reducing the impact that the project will have on ordinary and customary activity of the Department of Finance and Administration by designating a fiscal agent to manage the funding received specifically for the National Folk Festival; and

WHEREAS, the Community Foundation for Mississippi (CFM) is qualified and capable of serving as the City of Jackson's fiscal agent for the planning and execution of the National Folk Festival in Jackson to receive and manage funds from various sources to be expended only for the National Folk Festival consistent with the terms of the City of Jackson's operating agreement with the NCTA; and

WHEREAS, the essential terms of the MOU with the Community Foundation for Mississippi are as follows:

1. **Award.** The City has agreed that CFM will receive cash or cash equivalents (hereinafter sometimes referred to as the "Donation" and the "Donated Funds"). Donated Funds shall be available during the period beginning _____, and ending on December 31, 2027, or

such earlier or later termination date as provided in this MOU (the "Term"). Funds shall be paid in U.S. Dollars via ACH, cash, check, credit card or another agreed-upon method.

2. **Purpose.** The Donated Funds shall be used by CFM to support the preparation and implementation of the Project to the National Council for the Traditional Arts ("NCTA"), Community-based Organizations (CBOs), vendors, partners, stakeholders, and other related parties necessary for the success of the Project, as further described in Schedule A attached hereto, as part of the Initiative established and defined by the City (the "Program") and in a manner consistent with the Program as outlined in this MOU, the schedules attached hereto and the Program budget as set forth on Schedule C attached hereto (the "Program Budget" or the "Budget").

3. **Use of Funds.**

(a) **Scope and Budget.** The Donated Funds will be made only for the purposes stated in this MOU and the Schedules attached hereto, and Funds shall be used for such purposes in accordance with the Project Budget described in Section 3(b). Any Funds not expended or committed for the purposes of the Project or within the period stated above must be submitted to the City unless otherwise authorized in writing by the City through its representatives.

(b) **Budget.** The Program Budget has been developed to cover costs related to the Project. CFM and the City must adhere to the Project Budget. CFM reserves the right to withhold funding if said expenditures are inconsistent with the Project or in accordance with the Project Budget. In addition, indirect costs cannot represent more than 10% of the Project Budget. For the purposes of this MOU, indirect costs shall mean those costs that have been incurred by CFM that cannot be identified specifically in reference to a particular program but relate to several programs, including the Project, to include administrative fees and professional consulting fees for the project. CFM must deposit the Donated Funds in an interest-bearing account or other short-term investment vehicle and must apply any interest earned to the Project. Any additional income related to Funds, including but not limited to dividends, interest or appreciation, and currency fluctuation, must be used for the Project. Interest earned must be reported in a Periodic Report as required. CFM will not cover any losses due to market conditions as a result of this provision in the MOU.

(c) **Pledges.** CFM agrees to accept both one-time and multi-year funding pledges from donors. Donors will sign multi-year funding agreements with either CFM or the City, and CFM will manage the Donation.

(d) **Key Persons.** If CFM is notified that Mayor Chokwe Lumumba or any relevant staff members of his office (each a "Key Person") will cease to devote to the Project an amount of time agreed upon by CFM and the City, CFM shall notify the City of such cessation within 3 business days. After receiving such notification, the City shall have the right to discontinue the Project with CFM returning or redirecting any undistributed Donated Funds if (a) such Key Person's position has not been filled within 60 days after such notification with a person possessing similar skills and capabilities, as determined by CFM and the City in their discretion, or (b) such Key Person does not again begin devoting all of his or her business time to the Project within 10 business days.

(e) **Media Documentation.** CFM shall use its best efforts to cause the City to document the Project by facilitating and/or producing digital and social media posts, print publications, audio or video programming, film, or other media regarding the Project.

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CITY OF TORONTO

(f) Restrictions on Distribution of Funds. CFM acknowledges that it is familiar with the U.S. Executive Orders and laws that prohibit the provision of resources and support to organizations and individuals and/or organizations associated with terrorism and terrorist-related lists promulgated by the U.S. Government, the United Nations, and the European Union. CFM will take all precautions necessary to ensure that none of the Donated Funds will be used (i) in support of or to promote violence, terrorist activity, or related training, whether directly through its own activities and programs or indirectly through its support of, or cooperation with, other persons and organizations known to support terrorism or that are involved in money laundering activities or (ii) for purposes of or in connection with bribery or in contravention of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or other applicable anti-bribery law. In addition, CFM confirms that no Donated Funds will be paid to, or on behalf of, U.S. Government officials except as permitted under Treasury Regulation 53.4941(d)-3(e).

(g) Modification of Project. The City may request that CFM modify the Project during the term of the Donation, provided any such modifications are appropriate and reasonable in terms of timing, deadlines, and financial resources. If CFM and the City cannot reach an agreement about the terms of any such proposed modification, the City shall have the right to discontinue the Project.

(h) Grants and Sub-Awards. CFM shall not be permitted to use any portion of the Donated Funds to make grants or sub-awards to other organizations or individuals, except as such awards may be related directly to the purpose of the fund. It is understood that CFM may expend the Donated Funds in connection with the Project, including paying NCTA, CBOs vendors, partners, stakeholders, and other necessary parties for the success of the Project ("Contractors"). The City has not earmarked the use of the Donated Funds for any specific party besides NCTA. CFM may not make payments in currencies other than in U.S. Dollars. The City and CFM is responsible for ensuring that all, vendors, sub-contractors, partners, stakeholders, and parties use the Donated Funds for the purposes of the Project.

(i) CFM will establish a separate bank account for Festival funds to ensure that festival funds are separate from non-festival funds as required by the terms of the City of Jackson's Operating Agreement with the National Council for the Traditional Arts.

4. Reporting.

(a) Quarterly Reports. CFM shall provide quarterly reports (each a "Quarterly Report") in accordance with this Section 4, including the delivery schedule set forth below in Section 4(d). Each Quarterly Report shall be signed by an appropriate officer of CFM and shall include (i) a financial report reflecting expenditures according to the line-item categories of the Project Budget as of the end of the applicable reporting period and reflecting the use of additional income related to the Donated Funds described in Section 3(b) and (ii) a narrative account of what has been accomplished by the expenditure of Donated Funds (including an assurance that the activities under the Donation and the Project have been conducted in conformity with the terms of this MOU. The City shall have access to and use the fund donor portal maintained by CFM which makes current fund information available at all times.

(b) Additional Items. CFM shall provide a copy of its Form 990, as filed, to the City within 10 days after it is filed with the Internal Revenue Service. CFM shall immediately provide notice to the City by electronic mail and confirm that the City has actually received such electronic mail if it becomes aware, at any time during the Award Term, of any of the following: (i) any misappropriation of Award Funds or other assets of CFM or the City; (ii) the occurrence of an excess benefit transaction between CFM and any of its disqualified persons or an act of self-dealing by any of CFM's disqualified persons; (iii) a

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violation of CFM's conflicts of interest policy; or (iv) a formal investigation of an allegation of any of the foregoing.

(c) Report Details and Schedule. Details and formats for all reports shall be specified by the City prior to the date the report is due hereunder. All reports should be submitted electronically quarterly.

(d) CFM may be required to submit, or cause the City to submit, additional reports as requested by NCTA (format to be specified by the NCTA) on Project progress.

5. Record Maintenance and Inspection. CFM shall make its books and records related to the Project available for inspection at reasonable times by the City or its assignee. CFM shall maintain records of expenditures, as well as copies of the reports submitted to the City, for at least seven years after completion of the use of the Donated Funds. The City may monitor and conduct evaluations of Contractor operations under the Donation. Such monitoring may include the City's personnel or assignees: (i) speaking with Contractor's staff members regarding the Project and (ii) conducting a review of financial and other records related to the Project.

6. Prohibition on Lobbying and Other Compliance with Tax Laws. Under the Code, Donation Funds may not be used by CFM or the City:

(a) to carry on propaganda, or otherwise attempt to influence any specific legislation through (i) an attempt to affect the opinion of the general public or any segment thereof or (ii) communication with any member or employee of a legislative body, or with any other governmental official or employee who may participate in the formulation of the legislation (except technical advice or assistance provided to a governmental body or to a committee or other subdivision thereof in response to a written request by such body, committee or subdivision), other than through making available the results of non-partisan analysis, study or research;

(b) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;

(c) to engage in activities that require any person actively involved in the Project to register as a lobbyist or be identified as a lobbyist in a registration or report filed with a public agency by any other person or entity; or

(d) to support the election or defeat of a candidate for public office, finance electioneering communications, register prospective voters, or encourage the general public or any segment thereof to vote in a specific election.

7. CFM Representation. CFM represents that conduct by CFM of the activities described in Schedules A, B, and C hereto in the manner described therein shall not cause CFM to be in violation of any federal, state, local, or municipal law, rule, regulation, or ordinance. CFM further represents that it is not aware of any of the following ever having occurred: (i) any misappropriation of assets of CFM; (ii) the occurrence of an excess benefit transaction between CFM and any of its disqualified persons or an act of self-dealing by any of CFM's disqualified persons; (iii) a violation of CFM's conflicts of interest policy; or (iv) a formal investigation of an allegation of any of the foregoing. The person signing this MOU on behalf of CFM represents and certifies that she or he has full, express power and authority to do so.

Handwritten signature and vertical text on the right margin.

8. **Compliance.** If the City is not satisfied with the progress of the Project, the content of any written report or the management of CFM, and if after any corrective action agreed upon between the City and CFM has been taken, the City is still not satisfied, the City shall have the right, in its sole discretion, to suspend or discontinue the funding of the Project or to cancel the Award with regard to any unused or undistributed Donated Funds.

9. **Warranty/Indemnity.** CFM represents, warrants, and covenants that the City is the sole owner of the Project. To the extent permitted by law, CFM will indemnify and hold the City, its licensees, and assigns harmless from any and all claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising as a result of the (i) breach or alleged breach of CFM's obligations, representations, warranties and covenants under or contained in this MOU, including, without limitation, those contained in **Section 9** and **Section 10**; or (ii) CFM's gross negligence or willful misconduct. The City will obtain insurance for the public events as it relates to the Project, and CFM will obtain insurance for the fund.

10. **Primary Contacts.** CFM's primary contacts for this Project shall be Yika Hoover, Deputy Director of the Office of Economic Development, Department of Planning and Development for the City and Jane Alexander, President and CEO at the Community Foundation for Mississippi.

11. **Requirement to Maintain Tax Status.** CFM shall notify the City in writing of any proposed changes in its operations or funding sources that could affect its tax status under U.S. law.

12. **City Engagement and Cooperation.** CFM agrees that it shall enter into a written MOU with the City whereby the City shall help CFM comply with the terms of this MOU and shall be responsible for the implementation of the Project (the "Collaboration MOU"). City of Jackson shall be responsible for overseeing the Project Manager, and festival staff providing oversight, and approving the disbursement of Donated Funds for Project expenditures upon submission of adequate documentation that such expenditures relate to the Project. CFM must include language in the Collaboration MOU outlining that employees of the City whether in their capacity as a City employee or private citizen or business owner, shall not be eligible to serve as sub-contractors on the Project and may not be compensated using Award Funds. CFM shall provide a fully executed copy of the Collaboration MOU to the City upon its execution. The Collaboration MOU shall remain in effect for the duration of the Award Term and shall not be modified or amended without the prior written consent of the City.

13. **Requirement to Maintain 501(c)(3) and 509(a) Status.** CFM is exempt from United States federal income tax under section 501(c)(3) of the Code and is a publicly supported organization described in section 509(a)(1) or 509(a)(2) of the Code. If any change in CFM's qualification as such an organization occurs, CFM shall notify the City in writing within five business days after learning of such change.

14. **Project Coordination.** CFM acknowledges that the success of the Project is dependent upon the sharing of information and cooperation generally among partners in the Project. Accordingly, CFM and the City shall submit updates, at the times and in the format requested by the City, about Project status, contacts, and other requested topics in order to keep the other partners in the Project apprised of developments concerning the Project and in order to prevent duplication of efforts and achieve maximum Project impact.

15. **Representations and Covenants.** CFM represents, warrants and covenants to the City that (a) it and/or its sub-contractors have and shall maintain during the Term the proper licenses and

rights to perform the activities described herein; (b) it is in compliance with all applicable local, city, state, federal and international laws, rules and regulations governing CFM's operation; (c) it is in compliance with all applicable affirmative action laws and regulations; (d) it has established with its Project manager adequate safety standards and protocols and that its personnel shall follow such standards and protocols and be in compliance with the Occupational Safety and Health Administration Act ("OSHA"); (f) the personnel and contractor selected as Project manager shall have the necessary experience, qualifications, knowledge, competency and skill set necessary to perform the activities under this MOU; (g) the contractors are approved and authorized to work in the United States under all rules and regulations of the Immigration and Naturalization Service of the United States, if applicable; and (h) it shall use reasonable efforts to avoid any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies which interfere or are likely to interfere with the activities under this MOU. CFM agrees that it will require in its written MOU with the City, that the City make the same, representations, warranties and covenants contained in this Section to CFM.

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JANUARY 1, 2011

16. Confidentiality. Each party recognizes that it will have access to information of a proprietary or confidential nature owned by the other party. The parties acknowledge that the information they share with each other is proprietary, private and confidential. As such, each party agrees to keep such information in strictest confidence and protect it from disclosure; provided that the parties may disclose such information as required by law. Each party hereby waives any and all right, title and interest in and to such proprietary information of the other and agrees to return all physical copies, and destroy all electronic copies, of such proprietary information, except as otherwise agreed, at their expense, upon the expiration or termination of this MOU.

17. Entire MOU and Amendment. This MOU constitutes the entire understanding between CFM and the City with respect to the subject matter hereof and shall supersede all prior arrangements on such subject matter, whether made orally or in writing. This MOU may not be amended except by written instrument executed by authorized representatives of both CFM and the City.

18. Notice. All legal notices and other legal communications given or made pursuant hereto shall be in writing and shall be delivered personally or sent by registered or certified mail (postage prepaid, return receipt requested), or overnight courier and addressed to the party's proper address as set forth below. Any such notice shall be deemed to be given as of the date it is delivered to the recipient. All notices shall be addressed as follows:

If to CFM to:

Jane Alexander
Community State for Mississippi
119 South President Street, 1st Floor
Jackson, MS 39201
jane@formississippi.org

If to the City to:

Director of Planning and Development
City of Jackson, Dept. of Planning & Department
200 S. President Street, 2nd floor, Suite 223
Jackson, MS 39201
economicdevelopment@jacksonms.gov

19. CFM understands that the City of Jackson and the National Council for the Traditional Arts have entered into an operating agreement, and the City of Jackson is bound by the terms of the Operating Agreement. Should there be any conflict between the provisions of the City's MOU with CFM and the Operating Agreement, then the City's Operating Agreement with the National Council for the Traditional Arts shall govern.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to enter into a Memorandum of Understanding with the Community Foundation for Mississippi to serve as the fiscal agent for the National Folk Festival in Jackson, Mississippi in 2025 – 2027 and to execute any and all documents related to the relationship and activities that the CFM will perform as fiscal agent.

Item No.: _____

Date:

By: (Keeton, Lumumba)

Keeton Lumumba
OFFICE OF THE CITY CLERK
CITY OF JACKSON, MISSISSIPPI

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 4/12/2024

POINTS		COMMENTS							
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE COMMUNITY FOUNDATION FOR MISSISSIPPI TO SERVE AS THE FISCAL AGENT TO THE NATIONAL FOLK FESTIVAL IN JACKSON, MISSISSIPPI IN THE YEARS 2025-2027							
2.	Purpose	To enter into a MOU with the Community Foundation for Mississippi to serve as fiscal agent for the National Folk Festival in Jackson, MS							
3.	Who will be affected	The citizens, businesses, and stakeholders in the City of Jackson							
4.	Benefits	Economic Development in the City							
5.	Schedule (beginning date)	Upon approval							
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide							
7.	Action implemented by: City Department ▪ Consultant	Department of Planning & Development							
8.	COST								
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>								
1	EBO participation See attached sheets from Vendors	ABE _____ %	WAIVER	yes	no	N/A	X		
		AABE _____ %	WAIVER	yes	no	N/A	X		
		WBE _____ %	WAIVER	yes	no	N/A	X		
		HBE _____ %	WAIVER	yes	no	N/A	X		
		NABE _____ %	WAIVER	yes	no	N/A	X		

Department of Planning and Development



President Street

Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

To: Chokwe Antar Lumumba, Mayor

From: Jhai Keeton, Interim Director
Department of Planning and Development

Date: June 5, 2024

Subject: ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE COMMUNITY FOUNDATION FOR MISSISSIPPI TO SERVE AS THE FISCAL AGENT TO THE NATIONAL FOLK FESTIVAL IN JACKSON, MISSISSIPPI IN THE YEARS 2025-2027

The attached Agenda item authorizes the City to enter into a Memorandum of Understanding with the Community Foundation for Mississippi to serve as the fiscal agent for the National Folk Festival in Jackson, Mississippi in 2025, 2026, and 2027.

cc: Yika Hoover, Deputy Director of the Office of Economic Development

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756




OFFICE OF THE CITY ATTORNEY

This, **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE COMMUNITY FOUNDATION FOR MISSISSIPPI TO SERVE AS THE FISCAL AGENT TO THE NATIONAL FOLK FESTIVAL IN JACKSON, MISSISSIPPI IN THE YEARS 2025-2027** has been reviewed by me and is legally sufficient for placement in NOVUS Agenda System


Drew Martin, City Attorney

6/11/24
Date


Sandra Moncure, Special Assistant CA


Carrie Johnson, Sr Deputy CA

Name History

Name

Community Foundation for Mississippi
COMMUNITY FOUNDATION OF GREATER JACKSON, INC.

Name Type

Legal
Previous Legal

Business Information

Business Type: Non Profit Corporation
Business ID: 701100
Status: Good Standing
Effective Date: 03/18/1994
State of Incorporation: Mississippi
Principal Office Address: 525 E Capitol Street, Suite 5b
Jackson, MS 39201

Registered Agent

Name

Jane C. Alexander
119 S. President Street
Jackson, MS 39201

Officers & Directors

Name

WILLIAM S PAINTER
633 N STATE ST
JACKSON, MS 39205

Title

Incorporator

Luther S Ott

1400 Meadowbrook Road #44
Jackson, MS 39206

Chairman

Paul Varner

2439 Culleywood Road
Jackson, MS 39211

Chairman

Alveno N Castilla

PO Box 427
Jackson, MS 39205

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 1, 2023 10:00 A.M.

595

PEG ACCESS-PROGRAMMING FUND	4,915.46
SAKI GRAND DOJ	7,405.71
ZOOLOGICAL PARK	32,544.62
AMERICAN RESCUE PLAN ACT 2021	8,359.49
NLC-MUNICIPAL REIMAGINING COMM	3,627.77
TOTAL	\$2,725,479.10

Council Member Hartley moved adoption; Council Member Lindsay seconded.

Yeas – Banks, Foote, Hartley and Lindsay.

Nays – None.

Absent – Grizzell, Lee and Stokes.

President Banks requested that Agenda Item No. 32 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER AUTHORIZING THE MAYOR TO APPLY TO BE THE HOST CITY FOR THE 2024 NATIONAL FOLK FESTIVAL, CELEBRATING ITS 90TH YEAR, DRAWING AUDIENCES TO JACKSON, MISSISSIPPI, TO CELEBRATE MUSIC, DANCE, AND ART FROM ACROSS AMERICA.

WHEREAS, the Office of Economic Development within the Department of Planning and Development seeks to partner with the National Council for the Traditional Arts (NCTA) to bring the National Folk Festival, the oldest multicultural festival of traditional arts in the nation, which has been produced from its inception in 1934 by the NCTA, to Jackson, Mississippi; and

WHEREAS, through said partnership, there will be a free 3-day festival that draws audiences of more than 100,000 to the downtown streets of the host city for multicultural artistry, which has proven to transform its host city economically, socially, and culturally; and

WHEREAS, the National Folk Festival is a free, large-scale, three-day outdoor event celebrating American culture's roots, richness, and variety. It features over 350 of the nation's finest traditional musicians, dancers, craftspeople, and other keepers of culture in performances, workshops, and demonstrations, plus children's activities, savory regional and culturally diverse cuisines, participatory dancing, storytelling, parades, and more; and

WHEREAS, the Office of Economic Development believes that this partnership will improve the quality of life in the community, generate tens of millions in future growth and prosperity, energize and diversify social life and entertainment opportunities downtown, and inspire citizens to consider careers in the field of Arts; and

WHEREAS, the Office of Economic Development desires to apply for Jackson, Mississippi, to be the host city for the 2024 National Folk Festival to encourage career interests and economic growth in the community; and

WHEREAS, the deadline to submit a proposal and application to be selected as the host city is August 1, 2023, to bring the National Folk Festival to Jackson, Mississippi.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to submit a proposal and related documents to the National Council for the Traditional Arts for Jackson, Mississippi, to be the host city for the 2024 National Folk Festival.

Council Member Lindsay moved adoption; Council Member Banks seconded.

Yeas – Banks, Foote, Hartley and Lindsay.

Nays – None

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 1, 2023 10:00 A.M.

Note: Vice President Lee returned to the meeting.

President Banks requested that Agenda Item No. 33 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER AUTHORIZING THE MAYOR TO RENEW ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) SERVICES FOR THE DEPARTMENT OF PLANNING AND DEVELOPMENT.

WHEREAS, the governing authorities have determined that it is in the City's best interest to ensure the Department of Planning and Development has a functional GIS Division; and

WHEREAS, the City has seen increased efficiency, predictability, and transparency with the Department of Planning and Development's implementation of geographic information system (GIS) software, location intelligence, and mapping software in its planning and development strategies; and

WHEREAS, the Department of Planning and Development recommends that the City renew the contract with Environmental Systems Research Institute, Inc. (ESRI) for the continued use of the geographic information system (GIS) software, location intelligence, and mapping software for a term beginning July 15, 2023 and ending August 16, 2024.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to enter into an agreement with Environmental Systems Research Institute, Inc. (ESRI) for the use of geographic information system (GIS) software, location intelligence, and mapping software for a term beginning July 15, 2023 and ending August 16, 2024.

IT IS, THEREFORE, ORDERED that Environmental Systems Research Institute, Inc. (ESRI) shall be paid an amount not to exceed \$29,140.64 for the contract term.

Council Member Lindsay moved adoption; Council Member Hartley seconded.

Yeas – Banks, Foote, Hartley, Lee and Lindsay.

Nays – None.

Absent – Grizzell and Stokes.

ORDER APPROVING CLAIMS NUMBER 29138 to 29197 APPEARING AT PAGES 595 TO 624 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF \$8,260,429.02 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 29138 to 29197 appearing at pages 595 to 624, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of \$8,260,429.02 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

IT IS FURTHER ORDERED that there is appropriated from the various funds the sums necessary to be transferred to other funds for the purpose of paying the claims as follows:

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	1,470,417.56
SEIZURE & FORF PROP-STATE	14,500.00

Job	2737
Sender	ymanogin
Title	Microsoft Word - legal suff 2
Interface	Network
Language	PCLXL
Date	18:33:20 OCT 8 2024

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This AMENDED ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE COMMUNITY FOUNDATION FOR MISSISSIPPI TO SERVE AS THE FISCAL AGENT TO THE NATIONAL FOLK FESTIVAL IN JACKSON, MISSISSIPPI IN THE YEARS 2025-2027 is legally sufficient for placement in NOVUS Agenda.

/s/ Drew M. Martin, City Attorney

October 10, 2024

10

11

12

OFFICE OF THE CITY ATTORNEY
10/15/2024

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI (THE "CITY") AUTHORIZING AND APPROVING THE REFUNDING/RESTRUCTURE OF THE TAXABLE GENERAL OBLIGATION NOTE, SERIES 2019 OF THE CITY DATED OCTOBER 28, 2019 (THE "SERIES 2019 NOTE"); AND AUTHORIZING AND APPROVING THE ISSUANCE OF DEBT BY THE CITY TO BE FINANCED BY TRUSTMARK NATIONAL BANK (THE "BANK") IN AN AMOUNT NOT TO EXCEED SEVEN MILLION DOLLARS (\$7,000,000) TO PROVIDE FUNDS FOR THE REFUNDING/RESTRUCTURE OF THE SERIES 2019 NOTE PURSUANT TO THE TERMS OF THE NEGOTIATIONS WITH THE BANK; AND FOR RELATED PURPOSES; PRESCRIBING THE FORM AND DETAILS OF SAID NOTE; DIRECTING THE PREPARATION, EXECUTION AND DELIVERY OF SAID NOTE; PROVIDING CERTAIN COVENANTS OF SAID CITY IN CONNECTION WITH SAID NOTE; AUTHORIZING THE NEGOTIATED SALE OF SAID NOTE TO TRUSTMARK NATIONAL BANK, JACKSON, MISSISSIPPI; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A NOTE PURCHASE AGREEMENT IN CONNECTION WITH THE SALE OF SAID NOTE; AUTHORIZING THE EMPLOYMENT OF BOND COUNSEL IN CONNECTION WITH SAID NOTE; APPROVING THE PAYMENT OF THE COSTS OF ISSUANCE; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council (the "**Governing Body**") of the City of Jackson, Mississippi (the "**City**"), acting for and on behalf of the City, desires to authorize, pursuant to the authority provided under Sections 31-15-21 et seq., Mississippi Code of 1972, as amended (the "**Refunding/Restructure Act**"), the issuance of indebtedness consisting of its Taxable General Obligation Refunding Note, Series 2024 (the "**Note**"), to be dated the date of delivery thereof, of the City, in an amount not to exceed Seven Million Dollars (\$7,000,000) for the purpose of providing funds for the refunding/restructure of the outstanding maturity of the City's Taxable General Obligation Note, Series 2019, dated October 28, 2019, issued in the original principal amount of \$7,000,000 (referred to as the "**Series 2019 Note**" or the "**Refunded 2019 Note**"); and

WHEREAS, the Governing Body authorized the issuance of the Series 2019 Note pursuant to Section 21-35-19, Mississippi Code of 1972 following the approval of the 2019 Note Resolution dated October 15, 2019 and the unanimous vote of the Governing Body to borrow money upon the happening of any emergency caused by fire, flood, explosion, storm, earthquake, epidemic, riot or insurrection, or caused by any inherent defect due to defective construction, or when the immediate preservation of order or of public health is necessary, or when the restoration of a condition of usefulness of any public building which has been destroyed by accident appears advisable or in order to settle lawful claims for personal injuries or property damage where such municipality is liable therefor under law, exclusive of claims arising from the operation of any public utility owned by the municipality, or in order to meet mandatory expenditures required by law; and

WHEREAS, pursuant to the issuance of the Series 2019 Note, the Governing Body determined that, in the interest of the preservation of order and the public health of the City, and

Agenda Item No. 12
10.15.2024
(Malembeka, Lumumba)

in order to meet mandatory expenditures required by law, it was necessary and advisable for the City to provide financing for the costs incurred or to be incurred by the City, including, but not limited to, costs required for improvements to the billing and metering systems of the City's water and sewer system resulting from the failed implementation of a new metering and billing collection system that caused emergency conditions to the City's water and sewer system and necessary to ensure the City's ability to deliver water and sewer services to its citizens and in order to meet mandatory expenditures of the City required by law (the "**2019 Project**"); and

WHEREAS, the proceeds of the Series 2019 Note were substantially used for the 2019 Project; and

WHEREAS, the Series 2019 Note was issued as a general obligation because the water and sewer revenue bond covenants for the City's outstanding water and sewer bond indebtedness prevented the issuance of the Series 2019 Note as a revenue obligation; nevertheless, the intent of the City at the time of the issuance of the indebtedness was to make the required principal and interest payments from the available revenues of the City's Water and Sewer Utility that were anticipated from the completion of the 2019 Project; and

WHEREAS, both the water and sewer utilities are now under the management and control of an interim Third-Party Manager ("ITPM") who currently receives all revenues of the system to pay for the ongoing operation, maintenance, capital improvements, and debt service of the system, pursuant to stipulated orders entered in *United States, et al. vs. City of Jackson, Mississippi*, No. 3:12-cv-790-HTW-LGI (S.D. Miss.); and *United States vs. City of Jackson*, No. 3:22-cv-00686-HTW-LGI (S.D. Miss.); and

WHEREAS, pursuant to Section 5., subsection e. of the stipulated order entered in *United States, et al. vs. City of Jackson, Mississippi*, No. 3:12-cv-790-HTW-LGI (S.D. Miss.), the ITPM shall pay any and all bond indebtedness and loans of the Sewer and Water Systems ("System Indebtedness"); and

WHEREAS, it is the understanding of the City that the ITPM is currently without the means to pay the Series 2019 Note, without causing significant disruption to the work mandated by the two stipulated orders with regard to repairs and improvements to the water and sewer systems; and

WHEREAS, the City is issuing this refunding/restructure of the Series 2019 Note as an accommodation to the ITPM's current financial situation with the understanding that the principal and interest due under the refunding/restructure of the Series 2019 Note will either be paid by the funds available to the ITPM or the City will be reimbursed for any payments it makes by the ITPM from funds available to the ITPM; and

WHEREAS, the Governing Body desires (i) to refund/restructure its Refunded 2019 Note pursuant to the Refunding/Restructure Act; (ii) to consider and approve the terms of the negotiations by the City with Trustmark National Bank (the "**Bank**") and its Commitment Letter (the "**Commitment Letter**"), a copy of which is attached hereto as **EXHIBIT A**, for the Note to provide funds for the refunding/restructure of the Refunded 2019 Note; and (iii) pledge a portion of the revenues received by the City from any other lawfully available revenues of the City sufficient to pay the debt service on such debt; and

WHEREAS, the Governing Body of the City, acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

1. The City is authorized under the provisions of the Refunding/Restructure Act to issue the Note to provide funds for the refunding/restructure of the Refunded 2019 Note including the payment of principal in connection with the Refunded 2019 Note as said amount shall be provided for in the Note Purchase Agreement (defined below) and the modification/origination fee (the "**Refunding/Restructuring Project**") along with the payment of the costs of issuance (the "**Project**"). It is advisable and in the public interest to issue the Note for the purpose stated herein.

2. The estimated cost of the Project is not to exceed Seven Million Dollars (\$7,000,000).

3. It has now become necessary to make provision for the preparation, execution and issuance of said Note.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. In consideration of the purchase of the Note by the Purchaser, this Note Resolution shall constitute a contract between the City and the Purchaser. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City for the benefit of the Purchaser shall be for the equal benefit, protection and security of the Purchaser or its assigns, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 2. The Note will be dated from the date of its delivery; will be delivered in a single denomination of not to exceed \$7,000,000; will be numbered R-1; will be issued in registered form; will mature no later than November 1, 2034 and will bear interest at the rate of 6.00% per annum.

SECTION 3. (a) The Note is hereby authorized and ordered to be prepared and issued in the principal amount of not to exceed Seven Million Dollars (\$7,000,000) to raise money for the Project as authorized by the Refunding/Restructure Act.

(b) The Governing Body hereby finds and determines that (i) the Refunding/Restructure Act provides that the Note may be secured by a pledge of the same source of security as the Refunded 2019 Note, or such other security as the Governing Body may lawfully pledge, or both; (ii) the net proceeds of the Note shall be applied to the refunding and defeasance of the Refunded 2019 Note and the payment of the costs of issuance related to the Note; (iii) the Note shall not be issued unless all of the requirements of the Refunding/Restructure Act and other applicable laws of the State are met; (iv) pursuant to the Refunding/Restructure Act the Note shall be general obligations of the City and the full faith, credit and resources of the City are hereby pledged for the payment of the principal of and interest on the Note; and (v) the Note shall not bear a greater overall maximum interest rate to maturity than six percent (6%) per annum as allowed by the Refunding/Restructure Act.

(c) Due to the character of the Note, the complexity of structuring the Note and prevailing market conditions, the Note shall be sold to the Purchaser at private sale pursuant to the terms and provisions of the Note Purchase Agreement (the "**Note Purchase Agreement**") in substantially the form attached hereto as **EXHIBIT B**. The Mayor, acting for and on behalf of the City, is hereby authorized and directed to execute Note Purchase Agreement for the sale of the Note and to make the final decisions regarding (i) the aggregate principal amount of the Note, (ii) the redemption provisions of the Note, (c) the interest rates to be borne by the Note, (iii) the maturity date of the Note, (iv) the maturities of the Refunded 2019 Note to be refinanced with the proceeds of the Note, (v) the principal and interest payment dates for the Note, and (vi) to make all final determinations necessary to structure the Note. The Note Purchase Agreement in substantially such form is hereby approved in all respects and, subject to the provisions of this Section 3 and Section 4 hereof, the Mayor or the City Clerk are each hereby authorized and directed to execute and deliver the Note Purchase Agreement for and on behalf of and in the name of the City, with such changes, omissions, insertions and revisions, as may be approved by either such officer, said execution being conclusive evidence of such approval.

SECTION 4. (a) Payments of principal and interest on the Note shall be made to the Purchaser by check or draft of the City, acting as paying agent and transfer agent for the Note (the "**Paying and Transfer Agent**"), annually commencing on November 1, 2025 with the final maturity being no later than November 1, 2034.

(b) The Note shall be registered as to both principal and interest; shall be dated the date of delivery thereof; shall be issued in the principal amount of not to exceed \$7,000,000; shall bear interest from the date thereof at the rate or rates specified in the Note Purchase Agreement, payable on November 1 and commencing November 1, 2025, unless otherwise specified in the Note Purchase Agreement; and shall mature and become due and payable on November 1, 2034, unless otherwise specified in the Note Purchase Agreement, in the years and in the principal amounts as set forth in the Note Purchase Agreement with the final maturity occurring not later than November 1, 2034. All such terms and provisions for the Note will be in compliance with the Refunding/Restructure Act and this Note Resolution; provided, however, that the Note should not bear an overall maximum intent rate greater than six percent (6%) per annum as allowed by the Refunding/Restructure Act.

(c) The Note shall be subject to redemption at the option of the City, in whole or in part, at par and without premium at any time after the issuance of the Note.

SECTION 5. (a) When the Note shall have been validated and executed as herein provided, they shall be registered as an obligation of the City in the office of the City Clerk in a record maintained for that purpose, and the City Clerk shall cause to be imprinted upon, or on the reverse side of, or attached, of the Note, over the City Clerk's manual or facsimile signature and manual or facsimile seal, the City Clerk's certificate in substantially the form set out in Section 7.

(b) The Note shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk, with the seal of the City imprinted or affixed thereto; provided, however all signatures and seals appearing on the Note, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the City whose signature or a facsimile of whose signature shall appear on the

Note shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) Pursuant to the payment of the modification/origination fee by the City and the payment of principal by the City in connection with the Refunded 2019 Note, the Note shall be delivered to the Purchaser upon payment of the purchase price therefor by the Purchaser in accordance with the terms and conditions of the Note Purchase Agreement, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the Note, and the final, unqualified approving opinion of Bond Counsel, which opinion may be imprinted on, or attached to, the Note.

(d) Prior to or simultaneously with the delivery by the Transfer Agent of the Note, the City shall file:

(i) A copy, certified by the City Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation of the Note; and

(ii) An authorization to the Transfer Agent, signed by the Mayor, to authenticate and deliver the Note to the Purchaser.

(e) At delivery, the Transfer Agent shall authenticate the Note and deliver them to the Purchaser upon payment of the purchase price by the Purchaser along with the payment of principal by the City in connection with the Refunded 2019 Note and the payment of the modification/origination fee pursuant to the Commitment Letter.

SECTION 6. The Governing Body does hereby appoint the City Clerk as the Paying and Transfer Agent for the Note, on behalf of the City. The City specifically reserves the right to hereafter designate a separate Transfer Agent and/or Paying Agent in its discretion.

SECTION 7. The Note shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Note Resolution:

[remainder of page left blank intentionally]

[NOTE FORM]

UNITED STATES
STATE OF MISSISSIPPI
CITY OF JACKSON
TAXABLE GENERAL OBLIGATION REFUNDING NOTE
SERIES 2024

NO. _____ \$ _____

<u>Rate of Interest</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
6%	November 1, 2034	November 1, 2024	None

Registered Owner: TRUSTMARK NATIONAL BANK, JACKSON, MISSISSIPPI

Principal Amount: SEVEN MILLION DOLLARS

The City of Jackson, State of Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this Note, at the principal office of the Trustmark National Bank, Jackson, Mississippi, or its successor (the "Purchaser") for the Taxable General Obligation Restructuring and Refunding Note, Series 2024, of the City (the "Note"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Note shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by the City Clerk, or its successor, as transfer agent for the Note (the "Transfer Agent"), as of the 15th day of the calendar month preceding the maturity date hereof.

The City further promises to pay interest on such principal amount from the date of this Note or from the most recent interest payment date to which interest has been paid at the rate of interest per annum set forth above, November 1 of each year (each a "Principal and Interest Payment Date"), commencing November 1, 2025, until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the 15th day of the calendar month preceding the applicable Principal and Interest Payment Date.

Payments of principal of and interest on this Note shall be made by check or draft mailed on the Principal and Interest Payment Date to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable Principal and Interest Payment Date.

This Note is one Note of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of [_____ Million Dollars (\$_____)] to raise money for the purpose of prepaying and current refunding the outstanding maturities of the City's Taxable General Obligation Note, Series 2019, dated October 28, 2019, issued in the original principal amount of \$7,000,000, maturing November 1, 2024.

This Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 31-15-21 et seq., Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the City Council of the City, including resolution adopted _____ (the "**Note Resolution**").

The Note is registered as to both principal and interest. The Note is to be issued as a single Note in the amount of [\$_____].

The Note shall be subject to redemption at the option of the City, in whole or in part, at par and without premium at any time after the issuance of the Note.

This Note may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Transfer Agent, but only in the manner, subject to the limitations in the Restructuring Resolution, and upon surrender and cancellation of this Note. Upon such transfer or exchange, a new Note of like aggregate principal amount in authorized denominations of the same maturity will be issued.

The City and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

The Note is registered as to both principal and interest. The Note is to be issued or reissued in the denomination of \$7,000,000.

The Note are and will continue to be payable as to principal and interest and there shall be and is hereby levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Note; provided however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2024 Note Fund of the Note, or has made other provisions for funds, to be applied toward payment of the principal of and interest on the Note due during the ensuing fiscal year of the City. When necessary, said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Note as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owners of

any of the Note in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Note, both as to principal and interest.

This Note shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Restructuring Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Note, in order to make the same legal and binding general obligations of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Note, both principal and interest, the full faith and credit of the Note are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City has caused this Note to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the City Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Mayor

COUNTERSIGNED:

City Clerk

(Seal)

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Note is the Note described in the within mentioned Note Resolution and is the Taxable General Obligation Restructuring and Refunding Note, Series 2024, of the City of Jackson, Mississippi.

**CITY CLERK
CITY OF JACKSON, MISSISSIPPI, as Transfer
Agent**

BY: _____
City Clerk

Date of Registration and Authentication: _____

REGISTRATION AND VALIDATION CERTIFICATE

**STATE OF MISSISSIPPI
COUNTY OF HINDS
CITY OF JACKSON**

I, the undersigned City Clerk of the City of Jackson, Mississippi, do hereby certify that the within Note has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Hinds County, Mississippi, rendered on the ____ day of _____, 2024.

City Clerk

(Seal)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint _____, _____, _____, as Transfer Agent to transfer the said Note on the records kept for registration thereof with full power of substitution in the premises.

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular manner, without any alteration whatever.

Signatures guaranteed:

NOTICE: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution that is a participant in a Securities Transfer Association recognized signature guarantee program.

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or Other
Tax Identification Number of Assignee: _____

[END OF NOTE FORM]

SECTION 8. In case the Note shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new Note of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Note, or in lieu of and in substitution for such Note stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a Note stolen, destroyed or lost, the Registered Owner's filing with the City and/or Transfer Agent evidence satisfactory to them that such Note was stolen, destroyed or lost, and of the Registered Owner's ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 9. The Note shall be a general obligation of the City secured by the full faith, credit and resources of the City. For the purpose of effectuating and providing for the payment of the principal of and interest on the Note as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Note; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of each year has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Note due during the ensuing Fiscal Year of the City, in accordance with the provisions of this Note Resolution. Said tax, when necessary, shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Note as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this Section, such failure shall not impair the right of the Registered Owners of the Note in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Note, both as to principal and interest.

SECTION 10. Only the Note as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall be entitled to the rights, benefits and security of this Note Resolution. No Note shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Note Resolution. The Transfer Agent's certificate of registration and authentication on any Note shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent.

SECTION 11. The Person in whose name the Note shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on the Note shall be made only to or upon the order of the Registered Owner thereof, or such Registered Owner's legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

SECTION 12. (a) The City hereby establishes the 2024 Note Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the Note. There shall be deposited into the 2024 Note Fund as and when received:

- (i) The accrued interest and premium, if any, received upon delivery of the Note;
- (ii) The avails of any of the ad valorem taxes levied and collected pursuant to Section 9 hereof;
- (iii) Any income received from investment of monies in the 2024 Note Fund; and
- (iv) Any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Note, and which the Governing Body, in its discretion, may direct to be deposited into the 2024 Note Fund.

(b) As long as any principal of and interest on the Note remains outstanding, the City Clerk is hereby irrevocably authorized and directed to withdraw from the 2024 Note Fund sufficient monies to make the payments herein provided for in time to reach the Purchaser at least five (5) days prior to the date on which said interest or principal and interest shall become due.

SECTION 13. The City hereby establishes the 2024 Costs of Issuance Fund. Funds in the 2024 Costs of Issuance Fund shall be used by the City Clerk, upon receipt of written direction of the Mayor as provided in Section 18 hereof, to pay the costs, fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the Note. Any amounts which remain in the 2024 Costs of Issuance Fund after the payment of the costs of issuance for the Note shall be transferred by the City Clerk for deposit in the 2024 Note Fund and used as permitted under State law.

SECTION 14. Upon the delivery of the Note, payment of the modification/origination fee by the City and payment of the Costs of Issuance by the City from the Note proceeds, the Purchaser will for and on behalf of the City effectuate the redemption of the Refunded 2019 Note.

SECTION 15. (a) Payment of principal on the Note shall be made, upon presentation and surrender of the Note at the principal office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date.

(b) Payment of each installment of principal and interest on the Note shall be made to the Record Date Registered Owner thereof whose name shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date. Principal and interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such Note subsequent to the Record Date and prior to the due date of the principal and interest.

(c) Principal of and interest on the Note shall be paid by check or draft mailed on the Principal and Interest Payment Date to Registered Owners at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method as may be acceptable to the Transfer Agent, such notice to be received by the

Transfer Agent not later than the Record Date preceding the applicable principal or Interest Payment Date to be effective as of such date.

SECTION 16. The Note may be submitted to validation as provided by 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, and to that end the City Clerk is hereby directed, if applicable, to make up a transcript of all legal papers and proceedings relating to the Note and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

SECTION 17. The City hereby covenants as follows:

(a) It has not abandoned, sold or otherwise disposed of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the Refunded 2019 Note;

(b) It does not intend to, during the term that any of the Note proceeds allocable to the Refunding/Restructuring Project are outstanding, abandon, sell or otherwise dispose of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the Refunded 2019 Note;

SECTION 18. The City Clerk upon receipt of authorization from the Mayor is hereby authorized and directed to pay costs of issuance expenses on the closing date for the Note from the 2024 Costs of Issuance Fund; provided, however, total costs of issuance for said Note shall not exceed one and one half percent (1.5%) of the par amount of the Note. The Mayor or any other Authorized Officer are each authorized to sign requisitions for the payment of costs of issuance for the Note.

SECTION 19. Each of the following constitutes an event of default under this Note Resolution:

(a) Failure by the City to pay any installment of principal of or interest on the Note at the time required;

(b) Failure by the City to perform or observe any other covenant, agreement or condition on its part contained in this Note Resolution or in the Note, and the continuance thereof for a period of thirty (30) days after written notice thereof to the City by the Registered Owner; or

(c) An Act of Bankruptcy occurs.

SECTION 20. The Mayor, the City Clerk and any other Authorized Officer are each authorized to execute and deliver such resolutions, certificates and other documents and instruments as are required for the sale, issuance and delivery of the Note and the completion of the Project as contemplated in this Note Resolutions.

SECTION 21. The Governing Body, acting for an on behalf of the City, hereby irrevocably elects and directs that the Refunded 2019 Note selected for refunding as provided in the Note Purchase Agreement shall be redeemed on such date as may be determined by the Mayor

to be in the best interest of the City and that is in compliance with the terms and provisions of the Refunding/Restructuring Act.

SECTION 22. Except as otherwise expressly provided herein, nothing in this resolution, express or implied, is intended or shall be construed to confer upon any Person or firm or corporation other than the City, the holder of the Note issued under the provisions of this Note Resolution, the Governing Body and the Paying and Transfer Agent, any right, remedy, or claim, legal or equitable, under and by reason of this resolution or any of the provisions hereof. This Note Resolution and all of its provisions are intended to be and shall be for the sole and exclusive benefit of the City, the Governing Body and the holders from time to time of the Note issued under the provisions hereof.

SECTION 23. All covenants, stipulations, obligations and agreements of the City contained in this resolution, shall be binding upon the City, and, except as otherwise provided in this resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the City by the provisions of this resolution, shall be exercised or performed by the City. No stipulation, obligation or agreement herein contained or any other document necessary to conclude the issuance and sale of the Note shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City, including its Governing Body, in his or her individual capacity, and no such officer, agent or employee shall be personally liable on the Note or be subject to personal liability or accountability by reason of the issuance and sale thereof.

SECTION 24. The Governing Body herein approves of and employs the law firm Butler Snow LLP, as Bond Counsel, and authorizes and directs the Mayor to execute and deliver an engagement letter with certain conditions and terms set forth therein concerning said employment, copy of which is attached as an exhibit to this Resolution.

SECTION 25. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 26. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Note Resolution shall become effective upon the adoption hereof.

[The remainder of this page is intentionally left blank.]

Council Member _____ made the motion and Council Member _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Yeas:

Nays:

Abstained:

Absent:

The President of the Council then declared the resolution passes and adopted this the ___ day of October 2024.

APPROVED BY:

PRESIDENT OF THE CITY COUNCIL

MAYOR

ATTEST:

**CITY CLERK
(SEAL)**


EXHIBIT A
COMMITMENT LETTER

Office of the City Attorney


OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2709
Jackson, Mississippi 39207-2709
Telephone: (601) 960-1799
Facsimile: (601) 960-1756
10/14/24

OFFICE OF THE CITY ATTORNEY

This RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI (THE "CITY") AUTHORIZING AND APPROVING THE REFUNDING/RESTRUCTURE OF THE TAXABLE GENERAL OBLIGATION NOTE, SERIES 2019 OF THE CITY DATED OCTOBER 28, 2019 (THE "SERIES 2019 NOTE"); AND AUTHORIZING AND APPROVING THE ISSUANCE OF DEBT BY THE CITY TO BE FINANCED BY TRUSTMARK NATIONAL BANK (THE "BANK") IN AN AMOUNT NOT TO EXCEED SEVEN MILLION DOLLARS (\$7,000,000) TO PROVIDE FUNDS FOR THE REFUNDING/RESTRUCTURE OF THE SERIES 2019 NOTE PURSUANT TO THE TERMS OF THE NEGOTIATIONS WITH THE BANK; AND FOR RELATED PURPOSES; PRESCRIBING THE FORM AND DETAILS OF SAID NOTE; DIRECTING THE PREPARATION, EXECUTION AND DELIVERY OF SAID NOTE; PROVIDING CERTAIN COVENANTS OF SAID CITY IN CONNECTION WITH SAID NOTE; AUTHORIZING THE NEGOTIATED SALE OF SAID NOTE TO TRUSTMARK NATIONAL BANK, JACKSON, MISSISSIPPI; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A NOTE PURCHASE AGREEMENT IN CONNECTION WITH THE SALE OF SAID NOTE; AUTHORIZING THE EMPLOYMENT OF BOND COUNSEL IN CONNECTION WITH SAID NOTE; APPROVING THE PAYMENT OF THE COSTS OF ISSUANCE; AND FOR RELATED PURPOSES is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, City Attorney

Terry Williamson, Legal Counsel 

10/14/24

Date



October 4, 2024

City of Jackson, Mississippi
219 South President Street
Jackson, MS 39205

Re: Restructure of Taxable General Obligation Note, Series 2019

Trustmark National Bank ("Trustmark") is pleased to offer this proposal to refund and restructure up to \$7,000,000 of the City of Jackson, Mississippi's Taxable General Obligation Note, Series 2019 (the "2019 Note").

Issuer: City of Jackson, Mississippi (the "City")

Amount: The maximum principal amount of the Note is up to \$7,000,000.

Purpose: The new Note will be used to refund and restructure the 2019 Note that was used to finance the costs incurred by the City, including, but not limited to, costs required for improvements to the Metering System resulting from the failed installation and implementation of such Metering System which caused emergency conditions to the City's water and sewer system and were necessary to ensure the City's ability to deliver water and sewer services.

Term/Structure: The Note will be dated on or about November 1, 2024 coinciding with the maturity date of the 2019 Note. Principal and interest on the Note will be payable annually commencing on November 1, 2025 with the final maturity being no later than November 1, 2034. See attached sample amortization schedule. Changes to the amortization schedule may be made as needed by mutual agreement between Trustmark and the City.

Security and
Repayment:

The Note shall be a general obligation of the City and shall be secured by a pledge of the full faith, credit and resources of the City. For the purposes of effectuating and providing for the payment of the principal and interest on the Note, as the same shall mature and accrue, there shall be levied a direct, continuing special ad valorem tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, to produce sums required for the payment of the principal and interest on the Note. The avails of said tax will be irrevocably pledged for the payment of the Note. The Note will be issued pursuant to under the authority of and in full compliance of the necessary section of Mississippi Code of 1972 as determined by Counsel.

The Note will be redeemable by the City at its option, in whole or in part, at par and without premium at any time after its issuance.

Taxability: Interest on the Note shall be exempt from all taxation in the State of Mississippi.

Interest

Rate and Fees: Trustmark is pleased to offer a state tax exempt, fixed interest rate of 6.00%. A modification/origination fee of \$385,000 will be paid to Trustmark at closing. Any accrued interest on the 2019 Note must be paid current at or prior to closing of the Note.

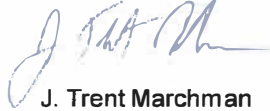
Bond Counsel: Tray Hairston of Snow will serve as bond counsel on the transaction and will provide the documentation for the transaction including an Opinion of Counsel addressing the legality and tax status of the transaction. The Note will be issued in typewritten form and will not be registered with the Depository Trust Company or in Book-Entry Form, and will not be assigned a rating or a CUSIP number.

Commitment: Credit approval has been obtained. This is firm offer, subject to finalizing the Note amount and any remaining items to be determined by mutual agreement between the City and Trustmark. This offer expires at midnight on 11/1/2024 unless otherwise mutually agreed to be extended by Trustmark and the City.

We appreciate the opportunity to discuss this transaction with you.

Sincerely,

TRUSTMARK NATIONAL BANK

A handwritten signature in blue ink, appearing to read "J. Trent Marchman".

J. Trent Marchman
First Vice President
601.208.6161
tmarchman@trustmark.com

T.I.C. Verification Report (Regular)

Dated: 11/1/2024

7,000,000.00

Delivered: 11/1/2024

Period	Coupon Date	Principal Payment	Coupon Rate	Interest Payment	Credit Enhancements	Periodic Debt Service	Present Value Factor	Discounted Debt Service
1	11/1/2025	50,000.00	6.000	420,000.00	-	470,000.00	0.9433962	443,396.23
2	11/1/2026	50,000.00	6.000	417,000.00	-	467,000.00	0.8899964	415,628.34
3	11/1/2027	50,000.00	6.000	414,000.00	-	464,000.00	0.8396193	389,583.35
4	11/1/2028	820,000.00	6.000	411,000.00	-	1,231,000.00	0.7920937	975,067.30
5	11/1/2029	840,000.00	6.000	361,800.00	-	1,201,800.00	0.7472582	898,054.87
6	11/1/2030	870,000.00	6.000	311,400.00	-	1,181,400.00	0.7049605	832,840.38
7	11/1/2031	1,000,000.00	6.000	259,200.00	-	1,259,200.00	0.6650571	837,439.92
8	11/1/2032	1,030,000.00	6.000	199,200.00	-	1,229,200.00	0.6274124	771,215.29
9	11/1/2033	1,110,000.00	6.000	137,400.00	-	1,247,400.00	0.5918985	738,334.14
10	11/1/2034	1,180,000.00	6.000	70,800.00	-	1,250,800.00	0.5583948	698,440.19
		7,000,000.00		3,001,800.00	0.00	10,001,800.00		7,000,000.00

True Interest Cost (TIC)	6.0000000
Net Interest Cost (NIC)	6.0000000
Arbitrage Yield Limit (AYL)	0.0000000
Arbitrage Net Interest Cost (ANIC)	0.0000000

Face value of bond Issue	\$7,000,000.00
Accrued interest (+)	
Original issue premium/discount (+)	\$0.00
Underwriter discount (+)	\$0.00
Lump-sum credit enhancements (-)	\$0.00
Other TIC costs (-)	
Bond surety fee (-)	N/A
= TIC Target	\$7,000,000.00

EXHIBIT B

FORM OF NOTE PURCHASE AGREEMENT

NOTE PURCHASE AGREEMENT

\$ _____
CITY OF JACKSON
TAXABLE GENERAL OBLIGATION REFUNDING NOTE
SERIES 2024

____, 2024

City Clerk
City of Jackson, Mississippi
219 South President Street
Jackson, Mississippi 39205

Ladies and Gentlemen:

The undersigned, Trustmark National Bank (the "**Purchaser**"), acting on its own behalf and not as agent or fiduciary for you, hereby offers to enter into this Bond Purchase Agreement (this "**Agreement**") with the City of Jackson, Mississippi (the "**Issuer**" or the "**City**"), that will be binding upon you and upon us, upon your acceptance of this offer.

This offer is made subject to your acceptance of this Agreement on or before 5:00 o'clock p.m., Central Standard Time on this date.

1. Purchase Prices. Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants set forth herein and pursuant to the terms set forth in the Purchaser's Term Sheet attached hereto as **EXHIBIT A**, the Purchaser hereby agrees to purchase from the Issuer on behalf of its own account, and the Issuer hereby agrees to sell to the Purchaser, all (but not less than all) of the above-captioned \$7,000,000 Taxable General Obligation Refunding Note, Series 2024, of the Issuer (the "**Note**") pursuant to resolutions adopted by the Mayor and City Council of the City (the "**Governing Body**") on October 15, 2024 (the "**Note Resolution**") authorizing and approving the issuance and sale of the Note. The purchase prices of the Note is set forth in **SCHEDULE I** hereto. Such purchase price shall be paid at the Closing (hereinafter defined) in accordance with Paragraph 6 hereof. The Note is to be issued by the Issuer, acting through the Governing Body, under and pursuant to, and is to be secured by the Note Resolution. The Note is issued pursuant to Sections 31-15-21 *et seq.*, Mississippi Code of 1972, as amended, and other constitutional and statutory authority (the "**Refunding/Restructure Act**"). The Note shall mature on the dates and shall bear interest at the fixed rates, all as described in **SCHEDULE II** attached hereto. The Note will be used to raise money for the Project (as defined in the Note Resolution).

Pursuant to the payment of the modification/origination fee by the City and the payment of principal by the City in connection with the City's Taxable General Obligation Note, Series 2019, dated October 28, 2019, issued in the original principal amount of \$7,000,000 (the "**Series**"),

2019 Note") (the "**Refunded 2019 Note**"), the Note shall be delivered to the Purchaser upon payment of the purchase price therefor by the Purchaser in accordance with the terms and conditions of this Agreement, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the Note, and the final, unqualified approving opinion of Bond Counsel, which opinion may be imprinted on, or attached to, the Note.

2. Conditions at Closing.

(a) The Purchaser agrees to purchase the Note at the Purchase Price.

(b) Upon the request of Butler Snow LLP, Ridgeland, Mississippi ("**Bond Counsel**"), the Purchaser shall execute and deliver prior to the Closing an issue price certificate or similar certificate in form and substance reasonably satisfactory to Note Counsel and the Purchaser.

(c) It will be a condition of the City's obligation to sell and deliver the Note to the Purchaser, and the obligation of the Purchaser to purchase and accept delivery of the Note, that the entire aggregate principal amount of the Note must be sold and delivered by the City and accepted and paid for by the Purchaser on the Closing Date.

3. Representative. J. Trent Marchman, First Vice President, of the Purchaser, is duly authorized to execute this Agreement on behalf of the Purchaser.

4. Disclosure. The Purchaser understands and acknowledges that the Issuer will not be required to comply with the continuing disclosure requirements of SEC Rule 15c2-12(b).

5. Representations of the Issuer.

(a) The Issuer has duly authorized all necessary action to be taken by it for the: (i) sale of the Note; (ii) the execution, delivery and receipt of this Agreement and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated hereby, by the Note, and the Note Resolution;

(b) To the knowledge of the Issuer there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending against or affecting the Issuer or the Governing Body or threatened against or affecting the Issuer or the Governing Body (or, to the knowledge of the Issuer, any basis therefor) contesting the due organization and valid existence of the Issuer or the Governing Body or the validity of the Refunding/Restructure Act or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or the validity or due adoption of the Resolution or the validity, due authorization and execution of the Note, this Agreement, or any agreement or instrument to which the Issuer is a party and that are used or contemplated for use in the consummation of the transaction contemplated hereby;

(c) The authorization, execution and delivery by the Issuer of this Agreement and the other documents contemplated hereby, and compliance by the Issuer with the

provisions of such instruments, do not and will not conflict with or constitute on the part of the Issuer a breach of or a default under any provisions of the Constitution or laws of the State of Mississippi, or any existing law, court or administrative regulation, decree or order by which the Issuer or its properties are, or on the date of Closing will be, bound; and

(d) All consents of, notices to or filings with governmental authorities necessary for the consummation by the Issuer of the transactions described in the Resolution and this Agreement (other than such consents, notices and filings, if any, as may be required under the securities or blue sky laws of any federal or state jurisdiction) required to be obtained or made have been obtained or made or will be obtained or made prior to delivery of the Note.

6. Delivery of, and Payment for, the Note. At 10:00 am, Central Standard Time, on or about _____, 2024, or at such other time or date as shall have been mutually agreed upon by the Issuer and the Purchaser (the "**Closing**"), the Issuer will deliver, or cause to be delivered, to the Purchaser, one Bond for each separate maturity (whether serially or by term) of the Note in definitive typewritten form, duly executed, authenticated and issued and the Purchaser will accept such delivery and pay the purchase price of the Note in Federal Funds to or on behalf of the City in accordance with the Note Resolution.

7. Certain Conditions to Purchaser's Obligations. The obligations of the Purchaser hereunder shall be subject to the performance by the City of its obligations to be performed hereunder, and to the following conditions:

(a) At the time of Closing, (i) the Resolution shall have been adopted, (ii) the Note shall have been validated by the Chancery Court of Hinds County, Mississippi, (iii) the proceeds of the sale of the Note shall be applied as described in the Resolution, and (iv) there shall have been duly adopted and there shall be in full force and effect such resolutions as, in the opinion of Note Counsel, shall be necessary in connection with the transactions contemplated hereby; and

(b) At or prior to the Closing, the Purchaser shall have received each of the following:

(i) The approving opinion of Note Counsel, dated the date of the Closing, relating to, among other things, the validity of the Note in a form satisfactory to the Purchaser;

(ii) An opinion of counsel to the Issuer, dated the date of the Closing, addressed to the Issuer, the Purchaser and Note Counsel, in a form satisfactory to the Purchaser and Note Counsel;

(iii) Certificates of the Issuer dated the date of the Closing, executed by authorized officers in form satisfactory to the Purchaser;

(iv) A specimen of the Note;

(v) Certified copies of the Resolution and all other resolutions of the Issuer and the Decree of Validation relating to the sale and/or issuance of the Note, as applicable;

(vi) A certificate of a duly authorized officer of the Issuer, satisfactory to the Purchaser, dated the date of the Closing, stating that such officer is charged, either alone or with others, with the responsibility for issuing the Note; setting forth, in the manner required by Note Counsel, the reasonable expectations of the Issuer as of such date as to the use of proceeds of the Note and of any other funds of the Issuer expected to be used to pay principal or interest on the Note and the facts and estimates on which such expectations are based; and stating that, to the best of the knowledge and belief of the certifying officer, the Issuer's expectations are reasonable;

(vii) A certificate of the City Clerk, as Paying and Transfer Agent (the "**Paying and Transfer Agent**"), as to the incumbency and signatures of authorized officers, and its due registration of the Note delivered at the Closing by an authorized officer; and

(viii) Other certificates of the Issuer listed on a Closing Memorandum, including any certificates or representations required in order for Note Counsel to deliver the opinion referred to in Paragraph 7(b) (i) of this Agreement and such additional legal opinions, certificates, proceedings, instruments and other documents as Note Counsel and the Purchaser may reasonably request to evidence compliance by the Issuer with applicable legal requirements, the truth and accuracy, as of the time of Closing, of their respective representations contained herein, and the due performance or satisfaction by them at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each.

All such opinions, certificates, letters, agreements and documents will be in compliance with the provisions hereof only if they are satisfactory in form and substance to the Purchaser. The Issuer will furnish the Purchaser with such conformed copies or photocopies of such opinions, certificates, letters, agreements and documents relating to the Note as the Purchaser may reasonably request.

8. Conditions to Obligations of the Issuer. The obligations of the Issuer hereunder to deliver the Note shall be subject to receipt of the opinion of Note Counsel described in Paragraph 7(b)(i) hereof.

9. Survival of Representations. All representations and agreements of the Issuer and the Purchaser hereunder shall remain operative and in full force and effect, and shall survive the delivery of the Note and any termination of this Agreement by the Purchaser pursuant to the terms hereof.

10. Payment of Expenses. If the Note is sold to the Purchaser by the Issuer, the Issuer shall pay, from the proceeds of the Note, any reasonable expenses incident to the performance of

its obligations hereunder, including but not limited to: (i) the cost of the preparation of Note; (ii) the fees and expenses of Note Counsel, Issuer's counsel, the Paying and Transfer Agent, and any other experts or consultants retained by the Issuer; and (iii) the cost of any Federal Funds necessary to pay the purchase price of the Note.

11. Notices. Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing at the address of the Issuer set forth above, and any notice or other communication to be given to the Purchaser under this Agreement may be given by delivering the same in writing to:

Trustmark National Bank
248 East Capital Street
2nd Floor
Jackson, Mississippi 39201
Attention: Public Finance

12. Parties. This Agreement is made solely for the benefit of the Issuer and the Purchaser (including the successors or assigns of the either) and no other person shall acquire or have any right hereunder or by virtue hereof.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

14. General. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which will constitute one and the same instrument. The paragraph headings of this Agreement are for convenience of reference only and shall not affect its interpretation. This Agreement shall become effective upon your acceptance hereof by the date and time provided above.

[Signature Pages Follow]

[Signature Page to Note Purchase Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Agreement or caused this Agreement to be executed by their duly authorized representative as of the date first above written.

PURCHASER:

Trustmark National Bank

By: _____

Name: J. Trent Marchman

Its: First Vice President

[Signature Page to Note Purchase Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Agreement or caused this Agreement to be executed by their duly authorized representative as of the date first above written.

CITY OF JACKSON:

By: _____
Mayor or City Clerk

EXHIBIT A
TERM SHEET

SCHEDULE I

PURCHASE PRICE	
Par Amount of the Note	\$7,000,000.00
Total Purchase Price Due to City	\$7,000,000.00

SCHEDULE II
MATURITY SCHEDULE

Maturity Date	Principal	Interest	Total P & I
11/1/2025	\$50,000.00	\$420,000.00	\$470,000.00
11/1/2026	50,000.00	417,000.00	467,000.00
11/1/2027	50,000.00	414,000.00	464,000.00
11/1/2028	820,000.00	411,000.00	1,231,000.00
11/1/2029	840,000.00	361,800.00	1,201,800.00
11/1/2030	870,000.00	311,400.00	1,181,400.00
11/1/2031	1,000,000.00	259,200.00	1,259,200.00
11/1/2032	1,030,000.00	199,200.00	1,229,200.00
11/1/2033	1,110,000.00	137,400.00	1,247,400.00
11/1/2034	1,180,000.00	70,800.00	1,250,800.00
Total:	\$7,000,000.00	\$3,001,800.00	\$10,001,800.00

REDEMPTION PROVISIONS

The Note will be redeemable by the City at its option, in whole or in part, as par and without premium at any time after its issuance.

EXHIBIT C
ENGAGEMENT LETTER

October 14, 2024

Mayor and City Council
City of Jackson, Mississippi
219 S. President Street
Jackson, Mississippi 39205

Re: Not to exceed \$7,000,000 City of Jackson, Mississippi Taxable General Obligation Refunding Note, Series 2024 (the "Note")

Dear Mayor and City Council:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as Note counsel to the City of Jackson, Mississippi (the "City") in connection with the issuance of the above-referenced Notes. We understand that the Notes are being issued to realize financial benefits by refunding certain outstanding maturities of the City's outstanding Taxable General Obligation Note all pursuant to Sections 31-27-1 et seq., of the Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Act"), and will be secured by the full faith and credit of the City as authorized by and provided in the Act. We further understand that the Notes are proposed to be sold to an underwriter through a negotiated sale during October 2024, or such subsequent date as determined by a note purchase agreement in order to maximize savings to the City regarding the issuance of the Notes.

SCOPE OF ENGAGEMENT

In connection with this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Note Opinion") regarding the validity and binding effect of the Notes, the source of payment and security for the Notes, and the excludability of interest on the Notes from gross income for federal and State of Mississippi (the "State") income tax purposes;
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Notes and coordinate the authorization and execution of such documents;
3. Assist the City in seeking from any other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Notes, except that we will not be responsible for any required Blue Sky filings;
4. Review legal issues relating to the structure of the Note issue;
5. Pursue validation proceedings under State law; (if applicable)

Post Office Box 6010
Ridgeland, MS 39158-6010

TRAY HAIRSTON
T 601.985.4630
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Butler Snow LLP
www.butlersnow.com

Suite 1400
1020 Highland Colony Parkway
Ridgeland, MS 39157

6. Assist the City in presenting information to Note rating organizations, if necessary, and providers of credit enhancement relating to legal issues affecting the issuance of the Notes;

7. Prepare and review the notice of sale pertaining to the competitive sale of the Notes; and

Our Note Opinion will be addressed to the City and will be delivered by us on the date of delivery of the Notes. The Note Opinion will be based on facts and laws existing as of its date. In rendering our Note Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Notes. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Notes and their security. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard. In rendering our Note Opinion, we will expressly rely upon other counsel as to due authorization, execution and delivery of Note documents executed by the City.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties under this engagement, without a separate engagement as may hereafter be agreed between the parties, do not include:

(a) Except as described in paragraph 6 above, assisting in the preparation or review of the Official Statement or any other disclosure document, if applicable, with respect to the Notes, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Official Statement or other disclosure document, if applicable, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

(b) Preparing request for tax rulings from the Internal Revenue Service ("IRS") or no action letters from the Securities and Exchange Commission ("SEC") (if applicable);

(c) If applicable, preparing Blue Sky or investment surveys with respect to the Notes;

(d) If applicable, drafting State constitutional or legislative amendments;

(e) Pursuing test cases or other litigation, such as contested validation proceedings;

(f) Making an investigation or expressing any view as to the creditworthiness of the City or the Notes;

(g) If applicable, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Notes or, after closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;

(h) If applicable, representing the City in IRS examinations or inquiries, or SEC investigations;

(i) After closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Notes will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Notes). Although our present engagement does not include rebate analysis and post-issuance advice relating to the Notes, we would like to discuss with you a separate engagement involving rebate and other post-issuance compliance matters for the Notes and other Note issues that you may have issued on various occasions. This includes the drafting of a formal debt management policy and post-issuance tax compliance policy;

(j) Giving and/or providing any financial advice or recommendations concerning the issuance of the Notes as mandated by SEC rules; or

(k) Addressing any other matters not specifically set forth above that is not required to render our Note Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We understand that counsel to the City has been engaged by the City to assist with the issuance of the Notes, particularly as to the authorization, execution and delivery of Note documents. We assume that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interest in this transaction. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Note counsel are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Note Opinion.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Notes. Nevertheless, subsequent to Closing, we will mail to the IRS the appropriate IRS Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Notes.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bank Notes. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be

sufficiently different from the issuance of the Bank Notes so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bank Notes. Execution of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

SPECIFIC CONSENT AND WAIVER

Butler Snow currently represents the State and its multiple departments and agencies in various other matters unrelated to the City, and we consider the State to be a current client of the firm. We have agreed to represent the City of Jackson in this engagement, but only provided that both the State and the City each waive any conflicts of interest arising as a result of that representation. By executing this letter, the City of Jackson agrees that there is no objection on its part to and waives any actual conflicts of interest arising out of 1) our firm's representation of the City in this engagement while continuing to represent both the State, and the City, respectively in connection with current and any future matters that do not involve each other; 2) our firm's representation of the City in connection with the issuance of the above described Bonds while continuing to represent both the State, and the City respectively in connection with current and any future matters that do not involve each other; and 3) our firm's representation of the State in connection with the drinking water litigation while continuing to represent the City. In the event that the State and the City of Jackson become adverse in the beforementioned drinking water litigation, the City agrees that Butler Snow may continue to represent the State in said litigation, and the City of Jackson will not seek disqualification and will allow Tray Hairston and the firm to finalize the transaction concerning the Bonds. Because this is an important decision, I understand that you may wish to consult independent counsel to assist you concerning the waiver contemplated herein and the advantages and risks involved, and I encourage you to do so.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Notes; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee for our role as Note Counsel will be \$45,000 plus expenses; however, if there is no financial close in connection with this Project, we understand that no fees will be due to us from the City.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

PUBLICITY

Often project and matters such as this are of interest to the public. Also, many clients desire favorable publicity. Therefore, you agree that we may respond to inquiries from the news media and we may initiate and publish information to the public on this matter (including but not limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Very truly yours,

BUTLER SNOW LLP



Tray Hairston, Esq.

Accepted and Approved:

CITY OF JACKSON, MISSISSIPPI

BY: _____
Mayor

Dated: _____

Authorized by resolution of the Mayor and City Council of the City of Jackson, Mississippi dated October 15, 2024.

BUTLER SNOW LLP
STANDARD BILLING TERMS AND CHARGES FOR EXPENSES
As of January 1, 2020

Butler Snow LLP (the "**Firm**") will bill clients on a monthly basis for legal services, unless another arrangement is agreed to and approved in writing by the Firm and you. The Firm typically sends bills for legal services and expenses via the U.S. Postal Service or by e-mail. Electronic billing services may also be used by specific agreement.

It is our goal that our bills are easy to understand, simple, and reflect appropriate charges for the value our services provide. As such, we do not charge for many incidental costs or routine services. We are continually working to ensure that our bills are clear and understandable. Should you have questions about any aspect of your bill, please contact the Firm as soon as possible so that your concerns may be quickly resolved. The chart below spells out the complete details of our expense charges. Our payment terms are payment within **15 days** of receipt of the bill, unless other arrangements are agreed to in advance.

Any overpayments or duplicate payments the Firm receives that cannot be posted to an outstanding bill ("unapplied payments") will be deposited into the Firm's operating account upon receipt and posted as unapplied cash to the client's account. These unapplied payments will either be applied to a future bill or refunded to the client, whichever is appropriate.

Document Reproduction	No charge for routine reproduction (under 50 pages per day)
Normal sized documents (up to 11 x 17)	For reproduction in excess of 50 pages per day – Black & White: \$0.10/page Color: \$0.25/page
	Bates Labeling – Electronic: \$0.05/page Manual: \$0.15/page
Oversize documents (size in excess of 11 x 17)	Charge for each page – no exclusion Black & white: \$6.00/page Color: \$30.00/page
Electronic Data Manipulation	\$75/hour
Document Scanning	No charge for routine scanning (except evidentiary materials)
	Bulk scanning of evidentiary documents: \$0.06/page <i>(additional charge for document coding)</i>
Oversize documents (size in excess of 11 x 17)	\$10.00/page
Wire Transfers	Outgoing: International: \$45/wire Domestic: \$20/wire
Audio/Visual Duplication & Reproduction	\$12.00 each
Large Electronic Data Storage	Priced per matter
Computerized Legal Research	No charge for basic research. \$25/search for public records, Mealey's treatises, and Lexis briefs, motions and expert directory databases. Specialized research at actual cost with prior client approval
Electronic retrieval of Court documents	\$0.40 / document
Fax and Long Distance Phone	No charge for calls within the United States. Non-domestic and conference calls charged at actual cost.
Travel (personal vehicle)	Current Standard Mileage Rate as allowed by the IRS
Messenger Delivery and Service of Subpoenas or Summons	Deliveries under 10 miles one way - No charge Deliveries 10 - 25 miles one-way - \$25.00 Deliveries over 25 miles one-way - \$10.00/ hour plus mileage Service of Subpoenas/Summons - \$35.00 plus delivery
Overnight Delivery (Federal Express)	Charged at actual cost per package
Postage	No charge for routine postage (under \$25 per day) Bulk mailing postage: at actual cost

**NOTICE TO CLIENTS OF BUTLER SNOW'S
RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES**

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records or documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like to receive. You will be billed for the expense of assimilating, copying and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and

will be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.