

#### REGULAR MEETING OF THE CITY COUNCIL CITY OF JACKSON, MISSISSIPPI September 9, 2025 AGENDA 10:00 AM

#### CALL TO ORDER BY THE PRESIDENT

#### INVOCATION

1. DR. DENNIS WILLIAMS OF GREATER NEW CANNEY CREEK BAPTIST CHURCH (WARD 6)

#### PLEDGE OF ALLEGIANCE

#### PUBLIC HEARING

2. A RESOLUTION APPROVING THE ADOPTION OF AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN, PRADO LOFTS AT MEADOWBROOK PROJECT, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, AUGUST 2025. (ANDERSON, HORHN)

#### INTRODUCTIONS

**PUBLIC COMMENTS** 

#### **CONSENT AGENDA**

#### INTRODUCTION OF ORDINANCES

3. ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI RE-ENACTING JACKSON, MISSISSIPPI CODE OF ORDINANCES, ARTICLE II SECTIONS 86-51 THROUGH 86-62. (STOKES)

#### ADOPTION OF ORDINANCE

4. AN ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI AUTHORIZING THE JACKSON POLICE DEPARTMENT TO ISSUE SOLICITATION PERMITS PURSUANT TO THE STATE OF MISSISSIPPI'S "SAFE SOLICITATION ACT" (HB 1197, effective Jul. 01, 2025) (JONES, HORHN)

#### **REGULAR AGENDA**

- 5. CLAIMS (MALEMBEKA, HORHN)
- 6. PAYROLL (MALEMBEKA, HORHN)

- 7. TERMINATING THE **PROFESSIONAL SERVICES** ORDER WITH **FRANCES** ASHLEY TO **PROVIDE** AGREEMENT SUPPORT FOR THE CIVIL **SERVICE ADMINISTRATIVE COMMISSION. (HORHN)**
- 8. ORDER AUTHORIZING AND RATIFYING THE SUBMISSION OF A GRANT APPLICATION AND A PARTICIPATION AGREEMENT WITH THE DELTA REGIONAL AUTHORITY TO ACCEPT THE JACKSON INFRASTRUCTURE REVITALIZATION PROJECT GRANT TO SUPPORT THE CITY OF JACKSON. (HORHN)
- 9. ORDER RATIFYING PROCUREMENT OF LOCKSMITH SERVICES BY THE MUNICIPAL COURT FROM MISSISSIPPI SAFE AND LOCK, INC. AND AUTHORIZING PAYMENTS TO SAID VENDOR. (MALEMBEKA, HORHN)
- TO 10. ORDER AUTHORIZING THE MAYOR **APPROVE** PROFESSIONAL SERVICE WITH SIMS **STRATEGIES AND** RESOURCE GROUP, LLC, A CONSULTANT, TO PROVIDE TECHNICAL AND CAPACITY BUILDING ASSISTANCE FOR THE CITY'S GRANT MANAGEMENT PROCESSES. (MALEMBEKA, HORHN)
- ORDER **MAYOR** TO 11. AUTHORIZING THE **APPROVE PROFESSIONAL** SERVICE WITH SYSTEMS CONSULTANTS ASSOCIATES, INC., A HIRED CONSULTANT. TO PROVIDE TECHNICAL AND REVIEW IN THE DEVELOPMENT OF THE FISCAL YEAR 2025-2026 BUDGET. (MALEMBEKA, HORHN)
- 12. ORDER APPROVING THE RENEWAL OF THE INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE (IACPnet) MEMBERSHIP FOR THE JACKSON POLICE DEPARTMENT. (JONES, HORHN)
- ORDER RATIFYING PAYMENT AND APPROVING EMERGENCY PROCUREMENT FOR HVAC ELECTRICAL WORK AND FURNACE REPLACEMENT AT JACKSON POLICE DEPARTMENT PRECINCT ONE (A-JONES SERVICES, LLC; INVOICE NOS. 10233 & 10010) (JONES, HORHN)
- 14. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, POLICE DEPARTMENT AND BODE CELLMARK FORENSICS, INC. TO PROVIDE FORENSIC DNA TESTING RELATED TO CASES ALLEGING SEXUAL ASSAULT (JONES, HORHN)
- 15. ORDER APPROVING PAYMENT FOR PAST PROFESSIONAL SERVICES PERFORMED BY THE MISSISSIPPI STATE FIRE ACADEMY FOR THE JACKSON FIRE DEPARTMENT AND ITS FIREFIGHTERS (THOMAS, HORHN)
- 16. ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH THE JACKSON FIREFIGHTERS' ASSOCIATION, IAFF LOCAL 87. (THOMAS, HORHN)
- 17. ORDER ACCEPTING \$5,000.00 FROM ATMOS ENERGY CORPORATION TO THE JACKSON FIRE DEPARTMENT, TRAINING DIVISION. (THOMAS, HORHN)

- 18. ORDER ACCEPTING THE BID SUBMITTED BY OLSHAN FOUNDATION REPAIR COMPANY OF JACKSON, LLC D/B/A OLSHAN FOUNDATION SOLUTIONS ("OLSHAN") AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH OLSHAN FOUNDATION FOR REPAIR OF THE FOUNDATION AT THE GROVE PARK COMMUNITY CENTER. (HUTTON, HORHN)
- 19. FINAL ORDER GRANTING APPLICATION ON THE FOREST PARK APARTMENTS, II, L.P. D/B/A FOREST PARK APARTMENTS A PARTIAL AD VALOREM TAX EXEMPTION OF 40 MILLS FOR A FIVE-YEAR TAX EXEMPTION RESULTING FROM THE REHABILITATION AND RENOVATION OF THE FOREST PARK APARTMENTS COMPLETED DECEMBER 31, 2024, AS AUTHORIZED BY SECTION 27-31-50. (ANDERSON, HORHN)
- 20. ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDERS #100-101 AND RELATED DOCUMENTS TO THE CONTRACT #2024443 WITH QUALITY COMMUNICATION, INC. FOR SECURITY CAMERA SYSTEM SOLUTION OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN). (ANDERSON, HORHN)
- ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE AN EXTENSION WITH IVS, INC. DBA ANGELTRAX TO PROVIDE MOBILE SURVEILLANCE CAMERA SYSTEMS FOR THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN). (ANDERSON, HORHN)
- 22. ORDER RATIFYING PROCUREMENT OF TOOLS AND SUPPLIES, AND REPAIR PARTS BY THE TRAFFIC DIVISION OF THE DEPARTMENT OF PUBLIC WORKS FROM CHRIS HAYNES ELECTRIC SUPPLY, INC., AND AUTHORIZING PAYMENTS TO SAID VENDOR. (TEEUWISSEN, HORHN)
- 23. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH HIGGINBOTHAM AGENCY TO SERVE AS AGENT OF RECORD FOR THE CITY OF JACKSON'S GROUP EMPLOYEE BENEFIT PLANS. (TEEUWISSEN, HORHN)
- ORDER AUTHORIZING THE MAYOR TO EXECUTE MEMORANDUM OF UNDERSTANDING WITH HINDS COUNTY, MISSISSIPPI, TO PROVIDE FOR COORDINATION BETWEEN THEIR RESPECTIVE DEPARTMENTS OF PUBLIC WORKS FOR INFRASTRUCTURE WORK PERFORMED BY HINDS COUNTY IN THE CITY OF JACKSON, MISSISSIPPI. (TEEUWISSEN, HORHN)
- ORDER RATIFYING THE ACCEPTANCE OF A GRANT SUB-AWARD FROM JACKSON STATE UNIVERSITY IN THE AMOUNT OF \$1,000,000.00 AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO SAID SUB-AWARD. (TEEUWISSEN, HORHN)
- 26. ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF AIRPORT IMPROVEMENT PROGRAM GRANT OFFER, NO. 3-28-0037-075-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL

- AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS AIRPORT INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT. (D. MARTIN, HORHN)
- 27. ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF AIRPORT INFRASTRUCTURE GRANT BI-PARTISAN INFRASTRUCTURE LAW OFFER, NO. 3-28-0037-077-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS AIRPORT (JAN) UNDER THE AUSPICES OF AIRPORT IMPROVEMENT. (D. MARTIN, HORHN)
- 28. APPROVAL OF THE AUGUST 18, 2025, REGULAR ZONING MEETING MINUTES. (S. JORDAN, GRIZZELL)
- 29. ORDER OF THE JACKSON CITY COUNCIL AUTHORIZING THE MAYOR'S OFFICE TO ELIMINATE, MERGE, COMBINE, OR OTHERWISE REDUCE THE NUMBER OF DEPARTMENTS WITHIN THE CITY OF JACKSON BUDGET. (STOKES)
- 30. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF REOPENING LAKE HICO FOR PUBLIC RECREATION AND DEDICATING BENEFITS TO SUPPORT JACKSON PUBLIC SCHOOLS AND COMMUNITY DEVELOPMENT. (STOKES)
- 31. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF VOIDING THE CONTRACT WITH NEW WAY MS INC. FOR POOR PERFORMANCE AND FAILURE TO ADDRESS LITTER AND BRIDGE CLEANING. (STOKES)
- 32. A RESOLUTION APPROVING THE ADOPTION OF AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN, PRADO LOFTS AT MEADOWBROOK PROJECT, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, AUGUST 2025. (ANDERSON, HORHN)

#### **DISCUSSION**

- 33. DISCUSSION: JAYCEE PARK/W.C. GORDEN PARK (BAILEY AVENUE) (STOKES)
- 34. **DISCUSSION: MARY C. JONES SWIMMING POOL (STOKES)**
- 35. **DISCUSSION-LITIGATION LEGAL MATTERS (D. MARTIN)**

#### **PRESENTATION**

#### **PROCLAMATION**

#### RESOLUTIONS

#### REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

36. MONTHLY REPORT OF PRIVILEGE TAXES AS REQUIRED ACCORDING TO SECTION 27-17-501 OF THE MISSISSIPPI CODE ANNOTATED OF 1972.

# ANNOUNCEMENTS ADJOURNMENT AGENDA ITEMS IN COMMITTEE

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# Refer to Item #32

## ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI RE-ENACTING JACKSON, MISSISSIPPI CODE OF ORDINANCES, ARTICLE II SECTIONS 86-51 THROUGH 86-62. (STOKES)

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Ordinance; and

WHEREAS, the re-enactment of the "City of Jackson Curfew Ordinance" is made necessary and has been overwhelmingly desired by the citizens of the City of Jackson because of a rise in the incidents of crimes, including, violence, robberies, and murders allegedly being committed by a growing number of youth in the City of Jackson; and

WHEREAS, the Jackson City Council proactively legislates this re-enactment of the Curfew Ordinance as a preemptive step to prevent the escalation of the acts of crime and violence allegedly being committed by a growing number of youth in the City of Jackson; and

WHEREAS, the "City of Jackson Curfew Ordinance" is hereby re-enacted as follows:

#### [ARTICLE II. CURFEW]

#### Sec. 86-51. Short title to article.

This article shall be known and may be cited as the "City of Jackson Curfew Ordinance." (Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

#### Sec. 86-52. Purpose and findings of article.

The City Council of the City of Jackson has determined that juveniles have been congregating in the city causing general disturbances to residents, and contributing to an excessive number of incidents of drug and alcohol related crimes, thefts, homicides and assaults, including a high percentage of crimes committed by and against juveniles; and

The City Council of the City of Jackson finds and determines that special and extenuating circumstances presently exist within this city that call for special regulation of minors within the city in order to protect them from each other and from other persons on the street during the nocturnal hours, to aid in crime prevention, to promote parental supervision and authority over minors, and to decrease juvenile crime rates; and

In accordance with the prevailing community standards, this article serves to regulate the conduct of juveniles on streets during evening hours, and those hours prohibited by the Mississippi Compulsory School Attendance Law; to be effectively and consistently enforced for the protection of the juveniles in Jackson from each other and from other persons on the streets during nocturnal hours; to support parental control, authority, and responsibility for their children; to protect the public from nocturnal mischief by juveniles; to reduce the incidents of juvenile criminal activity; to further family responsibility; and to promote the public good, safety, and welfare.



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After further review and continuing evaluation of this article, the City Council finds that there is continued justification for the purposes and findings herein to reinstate the curfew ordinance, as well as to extend the period of restrictions to coincide with the Mississippi Compulsory School Attendance Law.

(Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

#### Sec. 86-53. Definitions.

For purpose of this article, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular, and words in the singular number include the plural. The word "shall" is always mandatory and not merely discretionary or suggestive.

City is the City of Jackson, Mississippi, with administrative offices at City Hall, 219 South President Street, Post Office Box 17, Jackson, Mississippi 39205-0017.

Compulsory school age child is a child who has attained or will attain the age of five years on or before September 1 of the calendar year and who has not reached his/her 18th birthday on or before September 1 of the calendar year.

Establishment means any privately-owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.

Minor or juvenile is any unemancipated person who has not reached his/her 18th birthday. Parent is any person having legal custody of a minor:

- (1) As a natural or adoptive parent;
- (2) As a legal guardian; or
- (3) As a person to whom legal custody has been given by court order.

Police department shall refer to the police department headquarters located at 327 E. Pascagoula Street, Jackson, Mississippi 39201, or any officially designated precinct of the police department.

Remain means to linger, to tarry, and to stay unnecessarily upon the streets, including the congregating of groups (or of interacting minors) totaling four or more persons in which any minor involved would not be using the streets for ordinary or serious purposes such as mere passage or going home.

Street is a way or place, of whatever nature, open to the use of the public as a matter of right for purposes of vehicular travel or in the case a sidewalk thereof, for pedestrian travel. The term street includes the legal right-of-way, including, but not limited to, the traffic lanes, the curb, the sidewalks, whether paved or unpaved, and any grass, plots or other grounds found within the legal right-of-way of the street. The term "street" applies irrespective of what is called or formerly named, whether alley, avenue, court, road, dedicated or otherwise.

Time of night referred to herein is based upon the prevailing standard of time, whether central standard time or central daylight savings time, generally observed at that hour by the public in the city, prima facie the time when observed in the city administrative offices and police department. (Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

#### Sec. 86-54. Restrictions.

(a) It shall be unlawful for any minor who has not reached his/her 18th birthday to remain in or upon any public street, highway, park, vacant lot, establishment or other public place within the city during the following periods:

10:00 p.m. Sunday to 6:00 a.m. Monday

10:00 p.m. Monday to 6:00 a.m. Tuesday

10:00 p.m. Tuesday to 6:00 a.m. Wednesday

10:00 p.m. Wednesday to 6:00 a.m. Thursday

10:00 p.m. Thursday to 6:00 a.m. Friday

12:00 a.m. (midnight) to 6:00 a.m. Saturday

12:00 a.m. (midnight) to 6:00 a.m. Sunday

- (b) It shall be unlawful for any compulsory school age child to remain in or upon any public street, highway, park, vacant lot, establishment or other place within the city during the following periods:
  - (1) 7:30 a.m. until 3:30 p.m. on Monday through Friday during the school term in which such compulsory school age child is to be enrolled in a public, private, or legitimate nonpublic school, as required by the Mississippi Compulsory School Attendance Law.
  - (2) Any minor who shall violate any of the provisions of the Mississippi Compulsory School Attendance Law shall be dealt with according to the youth court laws of the State of Mississippi and in accordance with the directives of the youth court of Hinds County, Mississippi, or such other court as shall have jurisdiction over said minor.
- (c) It shall further be unlawful for a parent of a minor to knowingly permit, or by inefficient control to allow, such minor to be or remain upon any street or establishment under circumstances not constituting an exception to, or otherwise beyond the scope of, this article as set forth in subsections (a) and (b) herein. The term "knowingly" includes knowledge that a parent should reasonably be expected to have concerning the whereabouts of a minor in that parent's legal custody. It is intended to hold neglectful or careless parents to a reasonable community standard of parental responsibility through an objective test. It shall be no defense that a parent was completely indifferent to the activities or conduct or whereabouts of such minor child.
- (d) The owner, operator, or any employee of an establishment commits an offense if he knowingly allow a minor to remain upon the premises of the establishment during curfew hours as set forth in subsections (a) and (b) herein, or fails to make a reasonable effort to report any such violation to the proper authorities including but not limited to, advising the child to leave and contact the Jackson Police Department.

(Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)



#### Sec. 86-55. Exceptions.

The following shall constitute valid exceptions to the operation of the curfew:

- (1) At any time a minor is accompanied by his or her parent;
- (2) When accompanied by an adult authorized by a parent of a minor to take said parent's place in accompanying the minor for a designated period of time and definite purpose within a specified area;
- (3) Until the hour of 12:30 a.m. if the minor is on errand as directed by his or her parent;
- (4) If the minor is legally employed, for the period from 45 minutes before to 45 minutes after work, while going directly between his or her home and place of employment. This exception shall also apply if the minor is in a public place during curfew hours in the course of his or her employment. To come within this exception, the police officer shall dispatch communications to contact the minor's employer for verification of employment;
- (5) Until the hour of 12:30 a.m. if the minor is on the property of or on the sidewalk directly adjacent to the place where such minor resides or the place immediately adjacent thereto if the owner of the adjacent building does not communicate an objection to the minor and the police officer;
- (6) When returning home by a direct route from (and within 30 minutes of the termination of) a school activity or an activity of a religious or other voluntary association, or special event as defined and regulated in the "City of Jackson Special Events Ordinance;"
- (7) In the case of reasonable necessity, but only after a minor's parent has communicated to police department personnel the facts establishing such reasonable necessity relating to specified streets at a designated time for a defined purpose, including place of origin and destination. A copy of such communication, or the police record thereof duly certified by the chief of police to be correct, and appropriate notation of the time it was received and of the names and addresses of such parent and minor, shall constitute evidence of qualification under this exception;
- (8) When a minor is, with parental consent, in a motor vehicle engaged in bona fide interstate travel through the city particularly on Interstate 55, 20 and 220 and all access roads to these interstate systems, including all interstate travel beginning or ending in the city.
- (9) Each of the foregoing exceptions, and their several limitations, are severable. (Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

#### Sec. 86-56. Violations.

- (a) From 7:30 a.m. until 3:30 p.m. on Monday through Friday during the school term, a police officer of the city who has probable cause to believe that a minor is in violation of this article shall:
  - (1) Stop and ascertain the name and address of the minor, and the school the minor attends;



- (2) Report to communications so that communications personnel can make every reasonable effort to contact the appropriate school representative to confirm the minor's enrollment; and
- (3) The officer shall make every reasonable effort to transport the minor to the appropriate school; or if the minor has been suspended or if the minor's school cannot be ascertained, then the officer, through communications personnel, shall make every reasonable effort to contact the minor's parent. If the minor's parent is unavailable, the officer shall transport the minor to the Henley-Young Juvenile Detention Center, where a Mississippi Department of Education representative will attempt to continue to contact the minor's parents.

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(b) Between the hours of:
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10:00 p.m. Sunday to 6:00 a.m. Monday;
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10:00 p.m. Monday to 6:00 a.m. Tuesday;

10:00 p.m. Tuesday to 6:00 a.m. Wednesday;

10:00 p.m. Wednesday to 6:00 a.m. Thursday;

10:00 p.m. Thursday to 6:00 a.m. Friday;

12:00 a.m. (midnight) to 6:00 a.m. Saturday; and

12:00 a.m. (midnight) to 6:00 a.m. Sunday,

A police officer of the city who has probable cause to believe that a minor is in violation of this article shall:

- (1) Stop and ascertain the name and address of the minor;
- (2) Report to communications so that communications personnel can make every reasonable effort to contact the minor's parent and transport the minor to his/her parent; or
- (3) If the minor's parent is unavailable, the police officer shall transport the minor to the Henley-Young Juvenile Detention Center until the minor's parent or proper authorities are contacted.
- (c) Notwithstanding paragraph (a) of this section, a police officer who has probable cause to believe that the minor is in violation of this article and has engaged in misdemeanor or felonious conduct, and if reasonable grounds exist to believe the minor has engaged in said delinquent conduct, the officer shall follow normal police procedure and transport the minor to the police department and place the minor in the Henley-Young Juvenile Detention Center.
- (d) Notwithstanding paragraph (b) of this section, when a minor is detained, the minor's parent shall be immediately contacted. If, after this contact, there is still probable cause to believe that the minor was violating this article, the minor shall be held until the parent comes to retrieve minor. When the parent arrives, he or she shall be given a copy of this article. If no parent arrives within a reasonable time to retrieve the minor, then the minor shall be turned over to the custody of the local juvenile authorities until a parent can take custody of the minor.

(Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)



#### Sec. 86-57. Penalties.

- (a) Whenever a minor is transported to the Henley-Young Juvenile Detention Center for violation of this article under subsection (b), the minor's parent shall be issued a written warning. For a second parental offense, a parent shall be fined \$25.00. For each subsequent offense by a parent, the fine shall be increased by an additional \$25.00, e.g. \$50.00 for third, \$75.00 for the fourth offense.
- (b) The owner, operator, or any employee of an establishment violating any provision of this article shall, upon conviction thereof, be fined \$100.00 for a first offense. For each subsequent offense by an owner, operator, or employee of an establishment, the fine shall be increased by an additional \$50.00.

(Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

#### Sec. 86-58. Construction and severability.

Severability is intended throughout and within the provisions of this article. If any section of this article is determined to be voided or invalid, the validity of article's remainder shall not be affected thereby. The city council does not intend to violate the Constitution of the State of Mississippi or the Constitution of the United States of America in the implementation of this article. (Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

#### Sec. 86-59. Continuing evaluation.

The city council will continue its evaluation and updating of this article through methods including, but not limited to, at the end of each school year, after the implementation of this article, the chief of police shall provide the city council with a report concerning the effect of this article on crimes committed by and against minors, and of the number of warnings issued and arrests of minors and parents or legal guardians hereunder, and such other information as the city council may request. (Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

#### Sec. 86-60. Expiration ("sunset provision").

This article shall expire and shall be null and void on **September 9**, **2026**. This provision is included herein to ensure that the effectiveness and necessity of the article will be reviewed by the city council within a reasonable time after its adoption.

(Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

#### Sec. 86-61. Notice.

The city clerk shall provide notice of this article and of the curfew regulations established herein by having copies of the article posted in, on, or about such public or quasi-public places as may be determined by the mayor, city council, and police department so that the public may be constantly informed of the existence of the article and its amendments and regulations. (Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

#### Sec. 86-62. Cumulative nature of article.

This article shall be cumulative and in addition to any other laws and regulations in force. (Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

Secs. 86-63-86-85. Reserved.

THEREFORE, IT IS HEREBY ORDAINED, that the Jackson City Council hereby reenacts Jackson, Mississippi, Code of Ordinances, Article II Sections 86-51 through 86-62.

**SO ORDAINED**, this the \_\_\_\_\_ day of September, 2025.

Agenda Item No. Date: September 9, 2025

p BY: STOKES

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AN ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI AUTHORIZING THE JACKSON POLICE DEPARTMENT TO ISSUE SOLICITATION PERMITS PURSUANT TO THE STATE OF MISSISSIPPI'S "SAFE SOLICITATION ACT" (HB 1197, effective Jul. 01, 2025)

WHEREAS, on July 01, 2025, the "Safe Solicitation Act" (HB 1197) passed by the State of Mississippi Legislature became law; and,

WHEREAS, the City of Jackson, Mississippi is committed to the health, safety, and well-being of all its residents and visitors using its intersections and roadways and recognizes that a safe and orderly process for solicitation is necessary to promote these public health and safety endeavors; and,

WHEREAS, HB 1197, Section 3(1) makes it "unlawful for any person to solicit in any municipality, county or political subdivision of this state without a solicitation permit issued by the municipality, county or political subdivision in which the solicitation will occur[;]" and,

WHEREAS, the Jackson Police Department has the infrastructure to issue solicitation permits in accordance with HB 1197 related to such public health and safety endeavors; and,

WHEREAS, permitting solicitation activity is key to ensuring transparency, oversight, and safety; and,

WHEREAS, the City of Jackson is dedicated to enforcing this ordinance fairly and equitably such that individuals and organizations are not impeded from solicitation authorized under State law.

### NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI AS FOLLOWS:

#### **SECTION 1. Authorization to Issue Solicitation Permits.**

- (A) Definitions. For the purpose of this section, a Solicitation Permit is the form designed and issued by the City as proof that a person is authorized to solicit in accordance with the Safe Solicitation Act (HB 1197).
- (B) Contents of the Permit. Each permit issued by the City of Jackson Police Department shall request and record the following information from each applicant:
  - (1) Pertinent information regarding the Solicitor and his Organization, such as the name of the Applicant or, if an Organization, the Representative's name, Telephone Number of

the person requesting the authority to solicit, Mailing Address, and Purpose for application of the Permit; and,

- (2) Pertinent information regarding the Location to be used, such as the Primary Intersection or Roadway, Nearby Landmarks, the Date, and Time of Use.
- (3) The actual date and specific timespan and duration authorized, during daylight hours only, and not to exceed 9:00 a.m. and one hour before sunset.
- (4) Notice of limitations, including but not limited to: that solicitors may not impede traffic at any time, all solicitors must enter or remain in a roadway, street or thoroughfare only while the controlling traffic signal prohibits vehicular movement, all solicitors must remain within one hundred (100) feet of or from the intersection approved under the permit, solicitation activities shall not interfere with the safe and efficient movement of traffic and shall not cause danger to the participants or the public; and, no person engaging in solicitation activities shall persist after solicitation has been denied, act in a demanding or harassing manner, or use any sound or voice-amplifying apparatus or device, and the governing authority may stop solicitation activities at any time if any conditions or requirements are not met.
- (5) Any other requirements and limitations as enumerated in statute, and any additional provisos or rules prescribed by the JPD.
- (6) Notice to the applicant of Penalties for Solicitation without obtaining a Permit or Forgery thereof.
- (C) Cost of the Permit. The JPD shall charge a fee for the solicitation permit in the amount of Twenty-five Dollars (\$25.00).

#### **SECTION 2. Penalties.**

Penalties for violation of the Solicitation Permit shall be enumerated according to State Law.

#### **SECTION 3. Conflicts.**

All ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

#### **SECTION 4. Severability.**

The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause, or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5. Effe	ective Date.
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This Ordinance shall take effect upon its passage and approval.

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Agenda Date \_\_\_\_\_\_Agenda Item #\_\_\_\_\_By: WADE , HORHN



#### Assistant Chief of Police Wendell Watts

#### JACKSON POLICE DEPARTMENT Chief of Police Joseph Wade

Assistant Chief of Police Vincent Grizzell

#### **MEMORANDUM**

To: John Horhn, Mayor of the City of Jackson

From: Joseph Wade, Chief of Police

Date: Tuesday, August 12, 2025

Re: JPD to Issue Permits Pursuant to House Bill 1197

Attached to this memorandum is an order authorizing the City of Jackson, Mississippi, Police Department to issue solicitation permits at a cost of \$25 and in according to the state of Mississippi's "Safe Solicitation Act" (HB 1197, effective Jul. 01, 2025).

#### HB 1197 – Safe Solicitation Act

- Permits Required: Individuals soliciting near roadways need a daily permit.
- Conditions: Soliciting is allowed only when traffic is stopped, within 100 feet of intersections, and between 9:00 a.m. and one hour before sunset. No loudspeakers or harassment allowed.
- Violations: Soliciting without a permit is a misdemeanor, with additional penalties for forging permits or impersonating permit holders.

These changes aim to regulate public solicitation, safeguard property owners' rights, and oversee public encampments more effectively.

#### CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE 8 19 25

(as revised 3/6/01) COMMENTS POINTS An order authorizing the Jackson Police Department to issue solicitation permits 1. **Brief Description** pursuant to the state of Mississippi's Safe Solicitation Act (HB 1197, effective July 01, 2025 2. Purpose 3. Who will be affected Jackson Police Department personnel, citizens of Jackson, Mississippi 4. Benefits Schedule (beginning date) 5. July 1, 2025 6. Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable All Wards City Wide 7. Action implemented by: City Department Consultant Jackson Police Department 8. COST None 9. Source of Funding General Fund Grant N/A Bond Other N/A WAIVER ABE 10. **EBO** participation % WAIVER no N/A **AABE** yes N/A WBE % WAIVER yes no N/A % WAIVER HBE yes no N/A NABE WAIVER yes

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

#### OFFICE OF THE CITY ATTORNEY

This AN ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI AUTHORIZING THE JACKSON POLICE DEPARTMENT TO ISSUE SOLICITATION PERMITS PURSUANT TO THE STATE OF MISSISSIPPI'S "SAFE SOLICITATION ACT" (HIP 1197, effective Jul. 01, 2025) legally sufficient for placement in NOVUS Agenda.

Drew Martin, City Attorney 1999

Sondra Moncure, Special Assistant

Chelsea Chicosky, Deputy City Attorn

17/2

Date

#### 2025 Miss. Laws H.B. 1197

#### MISSISSIPPI 2025 SESSION LAWS

#### 2025 REGULAR SESSION

Additions are indicated by <<+ Text +>>; deletions by <<- \* \* \* ->>.

Vetoes are indicated by (V.) <u>Text</u>;

H.B. No. 1197

stricken material by (S.) Text

West's No. 129

AN ACT TO CREATE THE "SAFE SOLICITATION ACT"; TO REQUIRE ANY PERSON WHO DESIRES TO SOLICIT TO OBTAIN A SOLICITATION PERMIT FROM THE MUNICIPALITY, COUNTY OR POLITICAL SUBDIVISION IN WHICH THE SOLICITATION OCCURS; TO CREATE PENALTIES FOR FAILURE TO COMPLY; TO AMEND SECTIONS 97–35–25 AND 97–35–23, MISSISSIPPI CODE OF 1972, TO CONFORM TO THIS ACT; TO AMEND SECTION 45–1–19, MISSISSIPPI CODE OF 1972, TO AUTHORIZE THE DEPARTMENT OF PUBLIC SAFETY OR THE CHIEF OF CAPITOL POLICE TO ISSUE SOLICITATION PERMITS; AND FOR RELATED PURPOSES.

#### BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

<-+ SECTION 1. +>> [Classification pending] This act shall be known and may be cited as the "Safe Solicitation Act".

<<+ SECTION 2. +>> [Classification pending] For purposes of this act, the following words shall have the meanings described herein:

- (a) "Governing authority" means the municipality, county, political subdivision of the state or state agency that governs the street, traffic median, shoulder, improved shoulder, sidewalk, or improved portion of the roadway where the solicitation occurs.
- (b) "Solicitation" or "solicit" means to request money or anything of value as a donation or contribution while standing, sitting or positioned in any manner on any road, street, highway median, traffic island or highway intersection; or to request any other thing of value in exchange for any goods, wares, merchandise or thing of value while standing, sitting or positioned in any manner on any road, street, highway median, traffic island or highway intersection.
- (c) "Solicitation permit" means a form designed and provided by a municipality, county, political subdivision of the state or state agency as proof that a person is authorized to solicit in accordance with this act.
- <<+ SECTION 3. +>> [Classification pending] (1) It shall be unlawful for any person to solicit in any municipality, county or political subdivision of this state without a solicitation permit issued by the municipality, county or political subdivision in which the solicitation will occur.
- (2) The municipality, county or political subdivision is authorized to charge a fee for the solicitation permit in an amount which shall not exceed Twenty-five Dollars (\$25.00).

- (3)(a) It shall be unlawful for any person to create or otherwise design a solicitation permit without the authority or permission of a municipality, county or political subdivision in which the solicitation occurs and to use or allow use of the document for the purpose of solicitation in violation of this act.
  - (b) Any person violating the provisions of paragraph (a) of this subsection (3) shall, upon conviction, be guilty of the misdemeanor crime of "forgery of a solicitation permit", and fined not more than Three Hundred Dollars (\$300.00), imprisoned not more than six (6) months in the county jail, or both.
- <-- SECTION 4. +>> [Classification pending] (1)(a) Any person who wishes to solicit shall obtain a solicitation permit from the municipality, county or political subdivision in which the solicitation will occur in accordance with this act.
- (2) Any person who has received a permit may solicit in accordance with the following terms and conditions:
  - (a) No solicitor may impede traffic at any time;
  - (b) All solicitors must enter or remain in a roadway, street or thoroughfare only while the controlling traffic signal prohibits vehicular movement;
  - (c) All solicitors must remain within one hundred (100) feet of or from the intersection approved under the permit;
  - (d) All solicitations shall occur during daylight hours only;
  - (e) Solicitation activities shall not interfere with the safe and efficient movement of traffic and shall not cause danger to the participants or the public; and
  - (f) No person engaging in solicitation activities shall persist after solicitation has been denied, act in a demanding or harassing manner, or use any sound or voice-amplifying apparatus or device.

The governing authority may stop solicitation activities at any time if any conditions or requirements of this act are not met.

- <<+ SECTION 5. +>> [Classification pending] (1) Each permit shall allow solicitation only between the hours of 9:00 a.m. and one hour before sunset, as determined by the governing authority.
- (2) Only one (1) permit will be issued for an intersection on any given day. Permits will be issued on a first come basis to those applicants who submit a completed application form.
- (3) The application for a solicitation permit shall state the name, mailing address and telephone number of the person requesting the authority to solicit, and the location(s) and times the solicitation will take place.
- <<p><<+ SECTION 6. +>> [Classification pending] The provisions of the act shall be legal and binding in every county and municipality unless a county or municipality opts out of this act through a vote by the board of supervisors of the county or the governing authority of the municipality, as applicable, within six (6) months after the effective date of this act.

SECTION 7. Section 97-35-25, Mississippi Code of 1972, is amended as follows:

97-35-25. (1) <<+ Except as otherwise authorized for solicitation permits in accordance with the Safe Solicitation Act, +>> it shall be unlawful for any person or persons to <<- \* \* \* ->> <<+ willfully +>> obstruct the free, convenient and normal use of

any public sidewalk, street, highway, alley, road <<- \*\*\* ->> or other passageway by impeding, hindering, stifling, retarding or restraining traffic or passage thereon, and any person or persons violating the provisions of this section shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00) or by confinement in the county jail not exceeding six (6) months, or by both such fine and imprisonment.

(2) The provisions of this section are supplementary to the provisions of any other statute of this state.

SECTION 8. Section 97-35-23, Mississippi Code of 1972, is amended as follows:

97-35-23. (1) <<+ Except as otherwise authorized by a municipality, county, political subdivision or state agency in accordance with the Safe Solicitation Act, +>> it shall be unlawful for any person or persons to intentionally obstruct, or interfere with the normal or ordinary free use and passage of vehicles of or on, any public street or highway provided for use by vehicular traffic, or for any person or persons to intentionally obstruct, or interfere with the normal or ordinary free use and passage of pedestrians of or on any public sidewalk provided for foot travel by pedestrians, and any person or persons who so do shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Four Hundred Dollars (\$400.00), or by imprisonment in the county jail for not more than four (4) months, or by both such fine and imprisonment.

(2) The provisions of this section are supplementary to the provisions of any other statute of this state.

SECTION 9. Section 45-1-19, Mississippi Code of 1972, is amended as follows:

45-1-19. (1) The Department of Public Safety, through the Office of Capitol Police, shall have jurisdiction relative to the enforcement of all laws of the State of Mississippi on the properties, from curb to curb, including adjoining streets, sidewalks and leased parking lots within the Capitol Complex, set forth in Section 29-5-2, the Governor's mansion, the Supreme Court Building, the Mississippi Department of Transportation Building and the Public Employees' Retirement System Building, and any property purchased, constructed or otherwise acquired by the State of Mississippi for conducting state business and not specifically under the supervision and care by any other state entity, but which is reasonably assumed the Department of Public Safety would be responsible for such. The Department of Public Safety shall, through any person or persons appointed by the commissioner, make arrests for any violation of any law of the State of Mississippi on the grounds of or within those properties. The Department of Public Safety shall, in addition, enforce the provisions of this section and Sections 29-5-57 through 29-5-67, 29-5-73 through 29-5-75, and 29-5-81 through 29-5-95, and prescribe such rules and regulations as are necessary therefor. The powers and duties related to the administration of Sections 29-5-57 through 29-5-67, 29-5-73 through 29-5-95 shall remain with the Department of Finance and Administration.

- (2) Subject to the approval of the Board of Trustees of State Institutions of Higher Learning, the Board of Trustees and the Department of Public Safety shall be authorized to enter into a contract for the Department of Public Safety to supply the security personnel with jurisdiction to enforce all laws of the State of Mississippi on the property of the Board of Trustees located at the corner of Ridgewood Road and Lakeland Drive in the City of Jackson.
- (3) The Department of Public Safety and the Department of Agriculture are authorized to enter into a contract for the Department of Public Safety to have jurisdiction and enforce all laws of the State of Mississippi on the property of the Department of Agriculture located at 121 North Jefferson Street and the new Farmers Market Building located at the corner of High and Jefferson Streets in the City of Jackson, Hinds County, Mississippi. It is the intent of the Legislature that the Department of Public Safety will not post any security personnel at such buildings, but will provide regular vehicle patrols and responses to security system alarms.

- (4) The Department of Public Safety and the Department of Agriculture are authorized to enter into a contract for the Department of Public Safety to have jurisdiction and enforce all laws of the State of Mississippi on the property of the Department of Agriculture known as the "Mississippi State Fairgrounds Complex" and any and all of its outlying buildings and property. The Department of Public Safety and the Department of Agriculture are authorized to enter into a contract for the Department of Public Safety to supply the security personnel to the Department of Agriculture with jurisdiction to enforce all laws of the State of Mississippi on this property and any and all buildings on this property. The Department of Public Safety is authorized to charge the Department of Agriculture a fee for security services provided for special events at the Mississippi State Fairgrounds Complex. The fee charged will be commensurate with the cost associated with the Department of Public Safety providing those services.
- (5) The Department of Public Safety and the Department of Revenue are authorized to enter into a contract for the Department of Public Safety to supply the security personnel with jurisdiction to enforce all laws of the State of Mississippi at the Alcoholic Beverage Control facility and the Department of Revenue main office.
- (6)(a) The Department of Public Safety shall have primary jurisdiction relative to any other state or municipal law enforcement agency to enforce all laws of the State of Mississippi within the boundaries of the Capitol Complex Improvement District created in Section 29-5-203; such enforcement shall be its primary function. The Department of Public Safety may, through any person or persons appointed by the Department of Public Safety, make arrests for any violation of any law of the State of Mississippi and violations of the City of Jackson's traffic ordinances or ordinances related to the disturbance of the public peace which occurs within the boundaries of the district and within the boundaries of the City of Jackson. The Department of Public Safety may choose to present cases to either the District Attorney or the prosecuting attorneys designated by the Attorney General for prosecution of any violation of law that accrues or occurs, in whole or in part, within the boundaries established by Section 29-5-203. The jurisdiction of the Department of Public Safety granted under this subsection (6) shall be concurrent with the jurisdiction of the City of Jackson, Mississippi, and that of Hinds County, Mississippi within the boundaries of the Capitol Complex Improvement District created in Section 29-5-203. At any time and/or during any event necessitating the coordination of and/or utilization at multiple jurisdictions, as determined by the Chief of Capitol Police or the Commissioner of the Department of Public Safety shall be the lead agency when the event occurs on property as defined herein that is owned or leased by the state as provided in subsection (1) of this section. The jurisdiction and authority of the Department of Public Safety under this subsection (6) shall be in addition to any other jurisdiction and authority provided to the department under this section or any other law.
  - (b) The Department of Public Safety shall have jurisdiction relative to the enforcement of all laws of the State of Mississippi within the boundaries of the City of Jackson, Mississippi. The Department of Public Safety may, through any person or persons appointed by the Department of Public Safety, make arrests for any violation of any law of the State of Mississippi which occurs within the boundaries of the City of Jackson. The jurisdiction of the Department of Public Safety granted under this paragraph (b) shall not be primary and shall be concurrent with the jurisdiction of the City of Jackson, Mississippi, and that of Hinds County, Mississippi.
  - (c)<<+ (i) +>> Written approval from the Chief of the Capitol Police or the Commissioner of the Department of Public Safety shall be required before any event occurs which will take place on any street or sidewalk immediately adjacent to any building or property owned or occupied by any official, agency, board, commission, office or other entity of the State of Mississippi, or which can reasonably be expected to block, impede or otherwise hinder ingress thereto and/or egress therefrom. The Department of Public Safety shall promulgate rules and regulations to effectuate the provisions of this paragraph (c).
    - <<+ (ii) The Chief of the Capitol Police is authorized to issue solicitation permits in conformity with the Safe Solicitation Act within the boundaries of the Capitol Complex Improvement District. +>>
- (d) The Chief of the Capitol Police and/or the Commissioner of the Department of Public Safety, the Chief of the Jackson Police Department, and the Sheriff of Hinds County shall hold a regular meeting within the boundaries of the Capitol Complex

Improvement District to address the concerns of the public. Each meeting shall be called by the Chief of the Capitol Police; and the first meeting shall be called by October 15, 2023.

- (7) The Department of Public Safety is authorized to enter into a contract with any county for the county to take custody of the misdemeanor offenders arrested under the authority granted under this section.
- (8) All accrued personal leave earned pursuant to Section 25-3-93, accrued major medical leave earned pursuant to Section 25-3-95, accrued state compensatory leave earned pursuant to Section 25-3-92, and compensatory leave earned pursuant to the Fair Labor Standards Act (FLSA) shall transfer from the Department of Finance and Administration to the Department of Public Safety for all employees transferred under this section.

SECTION 10. [Effective date] This act shall take effect and be in force from and after July 1, 2025.

APPROVED March 21, 2025

End of Document

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#### Suppos

## ACLU-MS STATEMENT ON HB 1197, THE SAFE SOLICITATION ACT

JANUARY 30, 2025



The ACLU of
MS has
released the
following
statment on
HB1197, The
Safe
Solicitation Act:

"HB 1197
unlawfully
infringes on the
constitutional
right to
freedom of
speech and

threatens to penalize indigent people for their poverty.

As written, the Safe Solicitation Act is a content-based restriction on speech and thus strict scrutiny applies under Reed v. Town of Gilbert. This bill only applies to people that "request money or anything of value as a donation or contribution;" it does not apply to someone standing on the street asking you to come to their business or to vote

for someone or to accept Jesus or to anything else. The restrictions in the bill cannot survive strict scrutiny.

The time limits (9am to 1 hour before sunset) and the limit of 1 permit per intersection per day are overbroad. There is no stated government interest, but even assuming one – public safety, e.g., which is likely the reason should they be forced to provide one – these limits are not narrowly tailored to achieve public safety. There is no way to show that every intersection in the entire state is more dangerous at night than during the day or that more than 1 person at every intersection in the state creates a public safety issue.

The government cannot burden speech by charging a fee that some people may not be able to afford. That would result in people with money having more rights than people without. Any fee no matter how small could prevent a homeless person from exercising their 1A rights; there must be an exception to this fee to ensure everyone can engage in 1A protected activity.

Requiring a permit each day that someone wants to go ask for money on the street is also likely not narrowly tailored to achieve public safety. This burden could prevent people from exercising their rights because people may not be able to get a permit every day. The city could, e.g., grant monthly permits rather than daily.

In short, this bill is vastly overbroad, not narrowly tailored, and would fail strict scrutiny. This legislation will result in unnecessary litigation and do nothing to help struggling Mississippians in need of assistance."



ORDER TERMINATING THE PROFESSIONAL SERVICES AGREEMENT WITH FRANCES ASHLEY TO PROVIDE ADMINISTRATIVE SUPPORT FOR THE CIVIL SERVICE COMMISSION.

WHEREAS, the City of Jackson entered into a professional services agreement with Frances Ashley to provide administrative support for the Civil Service Commission; and

WHEREAS, the term of the professional services agreement is from month-to-month; and

WHEREAS, said professional services agreement provides that any party may terminate the Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination; and

WHEREAS, the governing authorities has authorized the Mayor to execute a professional services agreement with Debra Ellis for the provision of administrative support to the Civil Service Commission which is scheduled to commence on September 1, 2025; and

. WHEREAS, the Civil Service Commission no longer requires the services of Frances Ashley; and

WHEREAS, the City Attorney's Office recommends that the governing authorities for the City of Jackson terminate the professional services agreement with Frances Ashley; and

WHEREAS, Frances Ashley is entitled to receive just and equitable compensation for any satisfactory administrative support provided to the Civil Service Commission prior to the date of termination; and

WHEREAS, Frances Ashley shall submit the final written invoice for services rendered to the Office of the City Attorney, addressed to Mable Coleman at P.O. Box 2779, Jackson, MS 39207-2779 or emailed to Ms. Coleman at mcoleman@city\_jackson.ms.us; and

WHEREAS, The City will make every effort to pay the final invoice within 15 (fifteen) days of receipt, and no later than 45 (forty-five) days of receipt, subject to the actions of the City Council; and

WHEREAS, the City Attorney's Office recommends that the governing authorities of the City of Jackson authorize the Mayor to terminate said professional services agreement with Frances Ashley by providing the requisite thirty days' notice via certified mail; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to terminate the professional services agreement with Frances Ashley.

Agenda Item Nc..\_ September 9, 2025 Horhn

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 TERMINATING THE PROFESSIONAL SERVICES AGREEMENT WITH FRANCES ASHLEY TO PROVIDE ADMINISTRATIVE SUPPORT FOR THE CIVIL SERVICE COMMISSION is legally sufficient for placement in NOVUS Agenda.

DREW MARTIN, CITY ATTORNEY

DATE

Sondra Moncure, Special Assistant

Monica J. Clay, Deputy City Attorne

Q.UIL. 6/29/25

September 9, 2025

#### Via Certified Mail / Hand Delivery

Ms. Frances Ashley 6313 Amblewood Court Jackson, MS 39212

Re: Termination of Professional Services Agreement

Dear Ms. Ashley:

The City of Jackson entered into a Professional Services Agreement ("Agreement") with you to provide clerical assistance to the Civil Service Commission on a month-to-month basis. The Agreement provides that it may be terminated at any time by either party upon thirty (30) days' written notice.

Pursuant to that provision, and on behalf of the City of Jackson, this letter shall serve as formal written notice that the Agreement will terminate effective thirty (30) days from the date of this letter. Until that effective date, you should continue to perform services under the Agreement in accordance with its terms.

Upon termination, please return any equipment, records, keys, or other property of the City or the Civil Service Commission in your possession to the City Clerk's Office, located at 219 S. President St., Jackson, MS 39201 no later than the effective date of termination.

This termination is being made strictly in accordance with the termination provision of the Agreement, and nothing in this letter should be construed as a reflection on your performance. The City appreciates the services you have rendered and wishes you success in your future endeavors.

Sincerely,

John Horhn Mayor For the City of Jackson

JH/MJC

cc: Drew Martin, City Attorney

Civil Service Commission (may need to list individually)

Council Member Stokes moved adoption; Council Member Lindsay seconded.

Yeas - Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays - None.

Absent - None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH FRANCES ASHLEY TO PROVIDE ADMINISTRATIVE SUPPORT FOR THE CIVIL SERVICE COMMISSION.

WHEREAS, Mississippi Code § 21-31-1, et seq., mandate the creation of a civil service commission in the City of Jackson; and

\*\*\*\*\*\*\*\*\*

WHEREAS, the Mayor appoints a Civil Service Commission, composed of three qualified citizens of the City, to serve for terms of six years each; and

WHEREAS, Mississippi Code § 21-31-9 charges the Civil Service Commission with conducting examinations, appointments, promotions, transfers, reinstatements, demotions, suspensions and discharges of the municipality; and also grants the Commission the power to conduct investigations, and make reports on all matters touching the enforcement and effect of the provisions of Mississippi Code Sections 21-31-1 through 21-31-27, and the rules and regulations prescribed by those sections; and also grants the Commission the power to investigate all complaints which must be reduced to writing, subpoena witnesses, administer oaths, and conduct hearings; and also permits the Commission to provide for any other matter connected with the general subject of personnel administration, and which may be considered desirable to further carry out the general purposes of Sections 21-31-1 through 21-31-27; and

WHEREAS, Mississippi Code § 21-31-11 requires the municipal authorities to provide the commission with suitable and convenient rooms and accommodations and cause the same to be furnished, heated and lighted and supplied with all office supplies and equipment necessary to carry on the business of the commission and with such clerical assistance as may be necessary, commensurate with the number of persons subject to civil service laws; and the failure of the municipal authorities to do so shall be considered a violation of Mississippi law, punishable as such; and

WHEREAS, the Civil Service Commission is required by Mississippi Code § 21-31-7 and the City's Civil Service Commission rules to appoint a secretary and may also appoint such other administrative subordinates as may be necessary; and

WHEREAS, the secretary of the Civil Service Commission is required to keep the records and preserve all reports made to the commission, and also a record of all examinations held under the direction of the board of examiners, and perform such other duties as the commission may prescribe; and

WHEREAS, the City has previously provided a budget amount within the Office of the City Attorney to provide for the above requirements for the Civil Service Commission; and

WHEREAS, the Civil Service Commission desires to hire Frances Ashley to provide clerical, secretarial, and other administrative duties for the Commission as directed by the Commission; and

WHEREAS, Frances Ashley has indicated a willingness to enter into a contract with the City to provide the above-described duties to the Civil Service Commission; and

WHEREAS, the terms of the City's proposed contract with Ms. Ashley are that she be hired on an at-will, part-time basis, to be paid a rate of \$16.72 per hour, without civil service protection or City benefits, and not to work more than 50 (fifty) hours per month; and

WHEREAS, Ms. Ashley's contract will not be for a specified term, but shall continue month to month at the discretion of the Civil Service Commission, the Office of the City Attorney,

or the Mayor, with thirty-days' notice to be given to Ms. Ashley for the termination of the contract; and

WHEREAS, Ms. Ashley will keep track of her time worked and submit a written invoice by the last day of each month to the Office of the City Attorney, addressed to Mable Coleman; and

WHEREAS, the monthly invoices will describe in reasonable detail the dates on which Ms. Ashley worked, the number of hours worked on each date, and a description of the work performed on each date; and

WHEREAS, the Office of the City Attorney will submit the monthly invoices for payment promptly upon receipt, with the expectation that the invoices will be paid within 15 (fifteen) to 45 (forty-five) days of receipt; and

WHEREAS, Ms. Ashley will provide the Office of the City Attorney with a current mailing address, email address, and phone number; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the Mayor of the City of Jackson to execute a contract with Frances Ashley for the purposes and on the terms described in this Order.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute a contract with Frances Ashley to provide clerical, secretarial, and other administrative duties for the Civil Service Commission as directed by the Civil Service Commission, beginning in June, 2024.

IT IS FURTHER ORDERED that a sum not to exceed \$10,032.00 may be paid to Frances Ashley for the first twelve months of this contract.

\*\*\*\*\*\*

Council Member Grizzell moved adoption; Vice President Lee seconded.

Yeas - Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays - None.

Absent - None.

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE MATTER OF "ROGER AND LINDA SUE FULLER ON BEHALF OF THE WRONGFUL DEATH HEIRS OF STEVIE K. FULLER V. CITY OF JACKSON, MISSISSIPPI" IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 18-257-EFP.

WHEREAS, on October 8, 2018, Roger and Linda Sue Fuller filed a Complaint in the Circuit Court of Hinds County, Mississippi, First Judicial District against the City of Jackson, Mississippi alleging negligence relative to a fatal motor vehicle collision that occurred on May 9, 2017; and

WHEREAS, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit; and

WHEREAS, the Office of the City Attorney is recommending the City of Jackson fully and finally resolve the aforementioned lawsuit for \$160,000.00 in return for a complete release of the City of Jackson, Mississippi from the lawsuit; and

WHEREAS, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi; and

WHEREAS, based on the economic value to the City of Jackson and without admitting any liability, it is in the best interest of the citizenry that the City of Jackson resolve this matter through settlement.



ORDER AUTHORIZING AND RATIFYING THE SUBMISSION OF A GRANT APPLICATION AND A PARTICIPATION AGREEMENT WITH THE DELTA REGIONAL AUTHORITY TO ACCEPT THE JACKSON INFRASTRUCTURE REVITALIZATION PROJECT GRANT TO SUPPORT THE CITY OF JACKSON

WHEREAS, the Mayor recommends that the governing authority of the City of Jackson authorize the ratification of the submission of a grant application and participation agreement with the Delta Regional Authority; and

WHEREAS, the Grants Division submits a grant application to the Delta Regional Authority; and

WHEREAS, the Delta Regional Authority is awarding the City of Jackson two million dollars (\$2,000,000.00) to support job creation and/or job retention with the City of Jackson; and

WHEREAS, in order to meet the grant submission deadline, the Grants Division was required to submit the attached copy of the Participation Agreement, which is incorporated by reference and included in the minutes; and

WHEREAS, the Mayor recommends that the governing authority reject any terms and conditions that conflict with the laws of the State of Mississippi and/or federal regulations related to anti-discrimination laws.

IT IS THEREFORE ORDERED, and hereby ratified, that the grant application and the Participation Agreement submitted to the Delta Regional Authority are authorized.

IT IS FURTHER ORDERED, that the Mayor is authorized to accept the grant award and is authorized to execute any and all documents to execute this Order.

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

	POINTS	COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING AND RATIFYING THE SUBMISSION OF A GRANT APPLICATION AND A PARTICIPATION AGREEMENT WITH THE DELTA REGIONAL AUTHORITY TO ACCEPT THE JACKSON INFRASTRUCTURE REVITALIZATION PROJECT GRANT TO SUPPORT THE CITY OF JACKSON
2.	Purpose	Grant
3.	Who will be affected	City-Wide
4.	Benefits	
5.	Schedule (beginning date)	Upon approval by Council
6.	Location:  WARD  CITYWIDE (yes or no) (area)  Project limits if applicable	CITYWIDE
7.	Action implemented by: City Department Consultant	
8.	COST	No cost to the city.
9.	Source of Funding General Fund Grant Bond Other	
10	EBO participation	ABE

HBE	%	WAIVER	yes
no NABE no	N/A	WAIVER	yes



## MEMORANDUM

TO:

Mayor John Horhn

FROM:

**Grants Division** 

DATE:

August 27, 2025

RE:

ORDER AUTHORIZING AND RATIFYING THE SUBMISSION OF A GRANT APPLICATION AND A PARTICIPATION AGREEMENT WITH THE DELTA REGIONAL AUTHORITY TO ACCEPT THE JACKSON INFRASTRUCTURE REVITALIZATION PROJECT GRANT TO SUPPORT THE CITY OF JACKSON

The attached agenda item is an order authorizing and ratifying the submission of a grant application and a participation agreement with the Delta Regional Authority to accept the jackson infrastructure revitalization project grant to support the city of Jackson.

Should you have any questions or need additional information, please let me know.

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 AND RATIFYING THE SUBMISSION OF A GRANT APPLICATION AND A PARTICIPATION AGREEMENT WITH THE DELTA REGIONAL AUTHORITY TO ACCEPT THE JACKSON INFRASTRUCTURE REVITALIZATION PROJECT GRANT TO SUPPORT THE CITY OF JACKSON is legally sufficient for placement in NOVUS Agenda.

#### PARTICIPATION AGREEMENT

THIS	<b>AGREEMENT</b>	is	made	and	entered	into	by	y and	between
CITY OF JAC	KSON		(hereafter	"C	ompany")	and	the	Delta	Regional
Authority (here	eafter "DRA").								

#### WITNESSETH

WHEREAS, CITY	OF JACKSON
·	(hereafter "Awardee") filed an Application
for a award wi	th DRA entitled JACKSON
INFRASTRUCTUR	E REVITALIZATION
PROJECT	bearing reference number 10860
	in the amount of \$2,000,000.00
on or about AUGUST 30, 2025_	; and

WHEREAS, the Company will directly benefit from this Award; and

WHEREAS, the Application includes and requires Job Creation and/or Job Retention from the Company which is a significant factor in the awarding of this Award; and

WHEREAS, the Federal government is results oriented which led to the Office of Management and Budget announcement of the President's Management Agenda in the summer of 2001, that includes an aggressive strategy for improving the management of the Federal government; and

WHEREAS, DRA's federal awards program attempts to achieve desirable and measurable results at an acceptable cost in order to comply with the President's Management Agenda and in doing so, requires the Company to achieve Job Creation goals set-forth in the Application or face penalties; and

NOW THEREFORE, in consideration of the foregoing, of mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Company and DRA hereby agree to the following:

#### 1. Definitions.

- a. <u>Application</u> The documents, forms, certifications, engineering reports, company financial statements, and other information submitted by the Awardee to DRA regarding the Project.
- b. <u>Capital Expenditures</u> The funds expended by the Company (or lessor) for new real and personal property improvements related to the Project.
- c. <u>Current Employees or Current Employment</u> The number of Full-time, Permanent Employees of the Company at this location, at the time this Agreement is signed by the Company.
- d. Financial Statements Current and/or projected balance sheets, profit

  DRA Participation Agreement

  1 | P a g e

and loss, cash flow and other financial information about the Company at this location. Such projections must be consistent with those

- submitted to lenders, stockholders, partners, or other parties having an interest in the Company.
- e. Full-Time, Year-Round Employee An employee of the Company at this location who works a minimum of 1,800 hours per year for the Company.
- f. Award Agreement An agreement between the Awardee and DRA defining the conditions of this Project.
- g. Award The award funded by DRA bearing the reference number above.
- h. Awardee The public or non-profit entity that submitted an application to DRA for funding.
- i. New Jobs The number of new Full-Time, Year-Round Employees of the Company at this location who will be added after DRA's conditional approval of the Application due to the Project within two years of the date of DRA's conditional approval of the Application. The number of "New Jobs" is the addition at the Project location over Current Employment, and net of decreased employment at other locations of the Company of related companies in the state where the Project is.
- j. <u>Project</u> The construction, reconstruction, purchase, and/or installation of buildings, machinery, equipment, utilities, streets, furniture, and other real estate or personal property improvements to be located at the site indicated in the Application, whether owned or leased by the Company or Awardee, as detailed in the Application.
- k. Retained Jobs The number of current Full-Time, Year-Round Employees of the Company who would have been terminated if the Project had not been undertaken. In the event less than 100% of the employees of the entire facility would be terminated, the specific employees who would be retained have been named, and a direct relationship has been established between their proposed termination and the Project.
- Unforeseen Economic Events The Company's actual sales volume at this location was significantly less than was projected by the Company prior to the Commencement of the Project due to factors beyond the Company's control.
- Accuracy The Company has reviewed the entire contents of the Application including all attachments, except for information that pertains to other companies that may be included, and hereby certifies that all information that relates to the Company is true and accurate, and can be verified upon request by proper official of DRA or the Applicant.
- 3. Access to Records The Company agrees to provide reasonable access to company records by proper officials of DRA and the Applicant in order to verify information submitted in this Application and requirements set forth in this Agreement. "Reasonable access" shall be considered access at the

Company's normal business hours with at least three days notice by DRA or the Applicant.

- New Job Creation Project (If Applicable) The Company will create, at a minimum, 15 \_\_\_\_\_ New Jobs in addition to the Current Employment of \_\_\_\_\_ The Company will maintain, at a minimum, N/A \_\_\_\_ Full-Time, Year-Round Employees at this location for a period of five years from the completion of the project.
- 5. Proposed Capital Expenditures The Company certifies that the proposed Capital Expenditures for the Company's Project, as identified in the Application, has not yet begun, and will not begin until DRA has conditionally approved the Application. The Company also certifies that it will expend, at a minimum, \$2,000,000.00 in Capital Expenditures for the Project, and provide upon request paid invoices and other allowable documentation dated after DRA's conditional approval of the Application substantiating said expenditures to the Awardee and DRA.
- DRA/Civil Rights The Company agrees to comply with Equal Employment
  Opportunity and civil rights laws and procedures as applicable to the DRA
  program, which, among other requirements, requires non-discrimination in
  employment.
- 7. Default and Remedies If for any reason whatsoever, the Company does not adhere to the commitments as contemplated by this Agreement, the Company shall reimburse DRA the amount contemplated by the Award Agreement, plus 10% interest accrued from the time DRA funds were first received by the Awardee, plus any expenses associated with the collection of funds. In the event of partial New Job Creation or Retained Jobs, reimbursement shall be computed on a prorated basis dependent on actual performance as follows:
  - a. New Job Creation For every New Job less than the number stated in Item 4 of this Agreement within two years after the date of DRA's conditional approval and sustained for five years after the date of DRA's conditional approval, the Company agrees to provide as penalties to DRA, within sixty (60) days written notice by DRA, an amount equal to the award divided by the number of New Jobs plus 10% interest compounded annually accrued from the date DRA funds were first received by the Awardee, plus any expenses associated with the collection of funds from the Company due to this penalty.
  - b. Retained Jobs For every Full-Time, Year-Round Employee less than the number indicated in Item 4 of this Agreement not maintained for a period of five years from the date of DRA's conditional approval, the Company agrees to provide as penalties to DRA, within sixty (60) days written notice by DRA, an amount equal to the award divided by the number of employees to be maintained, plus 10% interest

- compounded annually accrued from the date DRA funds were first received by the Awardee, plus any expenses associated with the collection of funds from the Company due to this penalty.
- c. Reduction of Penalties DRA, at its sole discretion, may reduce or waive the penalties specified in this Section of this Agreement in the event the Company experiences Unforeseen Economic Events as defined in paragraph1. (l), as determined by DRA. This information must reflect the activity only at the facility referred to in the Application, and not include other sites, subsidiaries, or parent company. In the event the Company elects not to submit the current and projected financial information in the application, DRA is not obligated to determine if a reduction in penalties would be warranted.
- 8. Certification The Company certifies that but for the proposed DRA assistance described in the Application, the Company's project will not be done at the proposed site, and the New or Retained Jobs would not occur.
- 9. Hold Harmless The Company shall fully and completely indemnify, defend, and hold harmless DRA and its officers, directors, employees, board and agents against any liability, judgment, loss, costs, claim damages (including consequential damage) or expenses (including attorneys' fees and disbursements, settlement costs, consultant fees, and investigation fees) to which any of them may become subject insofar as they may arise out of or based upon this Agreement or any agreement or document executed by the Company and DRA as part of the transaction described herein. The Company shall be given the full opportunity, at the expense of the Company, to defend against any such third party claim or demand.
- 10. <u>Disputes</u> -- In the event of a dispute between the parties arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party must then pursue resolution by binding arbitration in accordance with the rules of the American Arbitration Association.

Delta Regional Authority, Awarder	Name of Company
By: Amanda Allen Director of Critical Infrastructure	By: CITY OF JACKSON Title
Date:	Date: 8/29/25
STATE OF	Phone: 601-960-1084email: JHORHN@JACKSON.GOV
jurisdiction aforesaid, the within named acknowledged that he is Way and as foregoing Agreement as of the date therein of this acknowledgment, after having been fi	_
GIVEN under my hand and official 2014. 2035	I seal on this, the 28 day of August,
My Commission Expires:  CERTIFIED 1	Notary Public
bucken M organized and existing under the following is a true and correct copy of a certhe Board of Directors thereof convened and of said corporation on the 200 day of now in full force and effect:  "BE, IT RESOLVED, that to exert the exert of the exe	am a duly elected and qualified have of laws of the State of Mississippe and hat the rtain resolution duly adopted at a meeting of held in accordance with law and the by-laws August, 2025 and that such resolution is before the Participation Agreement with the be located in Jackson, Musicapi, acludes obligations of the corporation and chobligations."
IN WITNESS WHEREOF, I	

BY:

TITLE:

# ORDER RATIFYING PROCUREMENT OF LOCKSMITH SERVICES BY THE MUNICIPAL COURT FROM MISSISSIPPI SAFE AND LOCK, INC AND AUTHORIZING PAYMENTS TO SAID VENDOR

WHEREAS, the Municipal Court had need of locksmith services to the safe located in the Accounting Department and found it necessary to have certain locksmith open the lock to the safe; and

WHEREAS, due to exigent circumstances, the procurement of these necessary services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, the locksmith services set forth in certain invoices attached hereto were provided to the Municipal Court, and the locksmith services have been completed.

IT IS, THEREFORE, ORDERED that the procurement of the locksmith services set forth in the attached invoices is hereby ratified.

IT IS FURTHER ORDERED that payment to the following vendor in the amounts set forth be made, consistent with the attached invoices:

MISSISSIPPI SAFE AND LOCK	\$160.00
	\$160.00
Total	<b>*</b> • • • • • • • • • • • • • • • • • • •

Agenda Item No.:\_\_\_\_\_ September 9, 2025 Malembeka, Horhn

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

\_06/09/2025\_ DATE

	POINTS	COMMENTS
1.	Brief Description/Purpose	Requesting the Payment of \$160.00 to Mississippi Safe and Lock, Inc for the emergency unlocking of the safe in Accounting Department
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	The battery died and we were unable to get into the safe.
3.	Who will be affected	Jackson Municipal Court
4.	Benefits	Jackson Municipal Court
5.	Schedule (beginning date)	05/29/2025
6.	Location:  WARD  CITYWIDE (yes or no) (area)  Project limits if applicable	Jackson Municipal Court 327 E. Pasagoula Street Jackson, MS 39204
7.	Action implemented by:  City Department  Consultant	Jackson Municipal Court
8.	COST	\$160.00
9.	Source of Funding General Fund Grant Bond Other	General Fund (001-41510-6419)
10.	EBO participation	ABE

Revised 2-04

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 PROCUREMENT OF LOCKSMITH SERVICES BY THE MUNICIPAL COURT FROM MISSISSIPPI SAFE AND LOCK, INC AND AUTHORIZING PAYMENTS TO SAID VENDOR legally sufficient for placement in NOVUS Agenda.

Drew Martin, City Attorney \_\_\_\_\_

Sondra Moncure, Special Assistant D.M.

#### INVOICE

Mississippi Safe and Lock, Inc 1202 Springridge Rd Clinton, MS 39056-6528 Invoices@MSL.US.com +1 (601) 924-4184 https://mississippisafeandlock.com



Bill to Jackson Municipal Court 327 E Pascagoula St Jackson, MS 39201

Invoice details

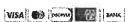
Involce no.: A02984

Terms: Nel 15

Involce date: 05/30/2025 Due date: 06/14/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	05/29/2025	TRIP CHARGE - Jackson Area	Regular Weekday Trip Charge - Jackson	1	\$100.00	\$100.00
2.	05/29/2025	Labor - Safe-Tech	<ul> <li>diagnose lock problem with safe</li> <li>keypad</li> <li>replace 9V battery</li> <li>test for proper operation</li> </ul>	1	\$50,00	\$50,00
3.	05/29/2025	9VDC Battery		1	\$10.00	\$10.00
			Total			\$160.00

Ways to pay



View and pay

# Office of the City Attorney

# COVER SHEET TO REMAIN WITH DOCUMENT AT ALL TIMES

DATE (16 UT 35	NAME Sostanda U	GO YI (PRI	NT NAM
FROM: (CITY DEPARTMENT)	Michael Court	<b>PHONE:</b> (1) 1 1/16 (1)	158
FOR REVIEW AND/OR SIGN		(ATTORNEY	"S NAME
in Novus. Anyone deliver Wednesday deadline in the Mayor prior to the item bei	ine by which they are to be s ing agenda items after Thu c City Clerk's Office will hav ng processed in the Legal De	o.m. on the Thursday before the submitted to the City Clerk's Office rsday at 5:00 p.m. prior to the e to get (written) approval of the partment. If the Mayor's approval d for the next regularly scheduled	
ORDER / RESOLUTION /	FOR CITY COUNCIL (RED I	OLDERS): (Type Title of Order Here)	
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		Child Millian Levillens	i i
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CONTRACTS, LEASE AGI	REEMENTS, ETC. (BLUE FO	LDERS):	
OTHER DESCRIPTION:			
ATTORNEY'S NOTES/COMM	IENTS: 1455 CA (73	STITUTE	<del></del>
1122 20 (10) SMALL (10)	CONTRACTOR	CARCO PARTY TO THE RESIDENCE OF THE PARTY OF	14
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Logged in (Date)	(Assigned Attorney)	(Logged in by)	- 11 21
	FOR OFFICE USE ONLY		
		All Brown Williams	



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ORDER AUTHORIZING THE MAYOR TO APPROVE A PROFESSIONAL SERVICE WITH SIMS STRATEGIES AND RESOURCE GROUP, LLC, A CONSULTANT, TO PROVIDE TECHNICAL AND CAPACITY BUILDING ASSISTANCE FOR THE CITY'S GRANT MANAGEMENT PROCESSES

WHEREAS, the City of Jackson uses grant funds to implement numerous programs that build quality of life and provide resources and services for residents in the City of Jackson; and

WHEREAS, Sims Strategies and Resource Group, LLC (Contractor) is a Mississippi Domestic Limited Liability Corporation incorporated on August 5th, 2025, with its principal place of business at 806 Onyx Place, Flowood, MS 39232; and

WHEREAS, the Mayor proposes that the governing authority authorize the execution of a contract with the City of Jackson to provide technical assistance for grant seeking and management, and to improve staff capacity to more effectively manage and operate grant-funded programming and projects; and

WHEREAS, the term of the contract between the City and Contractor will be for one year from the date of signing, with a payment amount of \$7,500.00 per month, totaling \$90,000.00 for the entirety of the contract; and

WHEREAS, the City has determined that it is in the best interest of the City to forego competitive bidding for grant management services and award a one-year contract to the Contractor pursuant to 3.4 of the Personal and Professional Services Procurement Policy, which is attached hereto as Exhibit A; and

WHEREAS, the terms of the contract are as follows:

#### Section 1. Performance Period.

Sims and the City agree that the performance period for the services being provided under this Agreement shall be for 12 months from the date of signing by both parties.

#### Section 2. Scope of Services.

The Consultant will perform all Services rendered under this Agreement: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with applicable standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by City of Jackson and/or participating entities. The Consultant will perform the following services:

A. Conduct research to identify suitable grant resources, including federal, state, foundation, and corporate funding opportunities.

B. Identify and inform the City of upcoming governmental, corporate, and foundation grant opportunities.

Agenda Item No.: //
September 9, 2025
Malembeka, Horhn

#### CITY OF JACKSON, MISSISSIPPI

TO: Purchasing Division
FROM: The Office of Mayor
DATE: August 28th, 2025

RE: Exception to Procurement Policy - Personal/Professional Services

Contract

Pursuant to the City's Procurement Policy, this memorandum documents an Exception to Policy for the award of a contract for grant management consulting services.

#### Justification for Exception:

In accordance with the Provision 3.4 of the City's Procurement Policy, this contract is being awarded without competition as it is deemed to be in the best interest of the City. No reasonable alternative sources exist, and the services provided are necessary to meet the City's operational needs.

#### **Vendor Information:**

- Vendor: Sims Strategies and Resource Group, LLC
- Description of Services: 'A Scope of Services and list of Deliverables is in the attached supporting documentation.
- Estimated Contract Value: \$7,500 per month for a 12-month term.
- Funding Source: City General Fund

#### Supporting Documentation:

Supporting documentation in the form of a draft contract is attached and will be maintained in the City's financial system as a public record.

#### Required Approvals

Title	Name	Signature	Date
Department Director	Willie Bozeman, Chief of Staff	Willis Berener Of	C/28 125
City Attorney	Drew Martin	Am M. Mat	8/28/25
Chief Financial Officer	Fidelis Malumbeka	fle x	09/62/25

Chief Administrative Officer	Pieter Teeuwissen	Fatse (Es ma 52)	8.29.25
Mayor	John Horhn	John	9/2/25

and ap	pproved	
	Date:	
	Date:	

- C. Track county, state, and federal funding opportunities and set up alerts for identified priority keywords.
- D. Work with the City of Jackson departments to assess priority areas of existing and potential funding.
- E. Assist the City of Jackson's staff with grant applications and proposals, including narratives, budgets, data compilation and analysis, logic models, and supporting documents.
- F. Review grant requirements, criteria, matching funds requirements if applicable, reporting needs, and terms and conditions.
- G. Prepare grant materials to the specific funder requirements and priorities.
- H. Review and edit proposals to prospective grantors.
- I. Provide guidance on ensuring monitoring and compliance with grant requirements throughout the project lifecycle.
- J. Assist the City in setting up processes for accurate financial tracking and reporting to funders.
- K. Help determine evaluation methods to measure the impact and outcomes of funded projects.
- L. Track the status of grant applications and provide additional information as requested by the City.
- M. Assist with follow-up communication with funders. Establish tasks to complete grant reports and ensure timely submission.
- N. Evaluate and assess the City of Jackson grant process and staffing needs.
- O. Maintain regular communication with the Client regarding the progress of grant applications, funding opportunities, and any necessary updates.
- P. Attend meetings, as needed, to accomplish the required work.

#### Section 3. Deliverables.

- A. Provide a written report outlining the specific skills and competencies needed for each grant awarded to the City.
- B. Provide a written report evaluating the existing skills within the City of Jackson's workforce and identify any deficiencies or training needs.
- C. Provide a written report evaluating if the training of existing City of Jackson employees can address identified skills deficiencies affecting grant funding or grant-funded project management.
- D. Develop a strategic grant-seeking plan aligned with the City of Jackson's mission and goals.
- E. Develop a clear and compelling grant proposal narrative.
- F. Develop a Staffing Plan for internal Grant Management that clearly defines job roles, responsibilities, and required skills for each position needed for grant management within the City. Sims will evaluate current staffing levels at the date of contract start, including determining the number of employees needed, and determining if temporary or outsourced staff can address short-term needs or specific skills gaps.
- G. Provide summaries on grant funding opportunities.
- H. Draft and submit grant proposals and applications.
- I. Provide grant management plans and support resources.
- J. Create reports summarizing activities undertaken and the status of those activities.
- K. Develop a staff plan and recommendation for the Grants Division.

Section 4. Timelines. Specific timelines for individual grant applications will be established in

collaboration with the City of Jackson based on grant deadlines and requirements.

Section 5. Assumptions and Exclusions. The City of Jackson will provide the Consultant with access to necessary organizational documents, program information, and key personnel for interviews and information gathering. This SOW does not include the writing or development of programs, services, or projects themselves, but rather focuses on securing funding for those outlined by the City of Jackson. Services outside the SOW will need to be discussed by both parties and agreed upon in writing.

Section 6. Compensation. The initial retainer of \$7,500.00 is payable upon the execution of the agreement, with an additional \$7,500.00 per month, due no later than forty-five (45) days from receipt of the invoice. (Compensation includes Annual Salary). The City of Jackson requires all recipients of public funds to submit invoices electronically throughout the term of any Agreement. The invoice for the initial payment of the retainer shall be submitted immediately upon execution of this Agreement and shall be paid within forty-five (45) days of receipt. All invoices for said services shall be submitted thereafter and shall be paid by the City on or before the forty-fifth (45th) day from receipt of the invoice each month, without offset or deduction.

Section 7. Records Retention The Consultant shall comply with any and all records retention and documentation requirements applicable under state and federal law. All records related to the performance of this Agreement shall be maintained for the period required by law and shall be made available to the City, the State of Mississippi, the federal government, or their duly authorized representatives upon request. Upon expiration or termination of this Agreement, the Consultant shall promptly deliver to the City all such records in its possession, without charge, and in a format reasonably requested by the City. Upon request of additional information by the City, Consultant must provide said information within five (5) working days. Should the requested information be unavailable within this timeframe, Contractor will inform the City, in writing, as to the reasons the information is unavailable.

In an effort for the City to measure the Consultant's performance, the Consultant shall track the number of grants you submit in a period, the number of grant awards you receive, the total dollars requested over a given period, and the total awarded dollars upon request by the City, Consultant must provide said information within five (5) working days. Should the requested information be unavailable within this timeframe, Contractor will inform the City, in writing, as to the reasons the data is unavailable.

#### Section 8. Termination for Convenience.

The parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for goods or services rendered and accepted before the effective date of termination.

Section 9. Termination for Cause. If The Consultant (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of The Consultant which would impair the Consultant's ability to perform its obligations hereunder, or (iii) should any of the Consultant's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Consultant terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall

provide reasonable instructions to the Consultant concerning actions to be taken in order to effect the rescission or termination of the contract, and the Consultant agrees to abide by the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

Section 10. No Binding Arbitration. The City does not agree to submit to binding arbitration under any circumstances. Any dispute arising under or relating to this Agreement shall be resolved exclusively in a court of competent jurisdiction located within the State of Mississippi, and nothing herein shall be construed as a waiver of the City's sovereign immunity or other legal defenses.

Section 11. Venue. Any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

Section 12. Limitation of Rights. Nothing in this Agreement shall be construed as a waiver or limitation of the City's right to pursue any and all causes of action, claims, or remedies it may have against the Consultant arising out of or relating to any breach of contract, negligence, misconduct, or other wrongful act or omission by the Consultant. All such rights and remedies are expressly reserved and preserved to the fullest extent permitted by law.

Section 13. Availability of Funds. This Agreement is executory only to the extent of the monies appropriated and available to support the purposes of this Agreement. In the event that the City, in its sole discretion, determines that sufficient appropriations and/or operating funds are not available to continue this Management Agreement, the City may terminate this Agreement, and such early termination shall be without penalty to the City. Following such termination, the City shall have the right to resume management of the Premises under the terms of this Agreement at such time as the City shall first restore appropriated funds to reasonable levels.

Section 14. Indemnification. To the fullest extent permitted by law, the Consultant shall immediately indemnify, defend, and hold harmless the City of Jacksom, its directors, officials, officers, employees, volunteers, and agents from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind, whether in law or equity, to property or persons, including wrongful death, arising out of, related to, or resulting from any alleged acts, errors, or omissions of the Consultant, its officials, officers, employees, subcontractors, consultants, or agents in connection with the performance of the Consultant's Services or this Agreement. This includes, but is not limited to, payment of all consequential damages, expert witness fees, attorneys' fees, and other related costs and expenses. The Consultant shall pay and satisfy any judgment, award, or decree against the City or its representatives as part of any claim, suit, or proceeding. Additionally, the Consultant shall reimburse the City for any settlement paid by the City or its representatives as part of such claim, suit, or proceeding, including attorneys' fees and costs. The Consultant shall also reimburse the City and its representatives for any legal expenses and costs they incur in connection with these matters or in enforcing this indemnity. The duty to indemnify shall survive the expiration or termination of this Agreement and shall not be limited to any insurance proceeds received by the City or its representatives.

Section 15. Insurance. The Consultant shall procure and maintain, at its sole cost and expense,

professional liability/errors and omissions insurance in amounts acceptable to the City. Such insurance shall specifically provide coverage for the Consultant's management, oversight, and administration of grant funds. In the event the Consultant mismanages grant funds, commits an act, error, or omission, or otherwise engages in conduct that causes the City to be required to reimburse, return, or forfeit grant funds, the Consultant's insurance shall respond to and cover such loss, reimbursement, penalties, or related damages. The Consultant shall provide the City with certificates of insurance evidencing such coverage prior to the commencement of services and shall maintain such coverage throughout the term of this Agreement and any renewal thereof.

Section 16. Reporting. All notices from one Party to another Party regarding this Agreement shall be made in writing and delivered by certified mail to the addresses shown below:

If, to the City of Jackson: Office of the City Attorney

455 E. Capitol Street Jackson, MS 39201 Attn: City Attorney 601.960.1799

Office of the Municipal Clerk 219 South President Street Jackson, MS 39201 Attn: Municipal Clerk

601.960.1035

If, to the Consultant: Ray Sims

Sims Strategies and Resource Group

806 Onyx Place Flowood, MS 39232

Section 17. Force Majeure. The Parties are excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its control, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, computer viruses, incompatible or defective equipment, software or services not supplied or controlled directly by either party, governmental regulation or advisory, recognized health threats (i.e., disease outbreaks, epidemics or pandemics) as determined by the World Health Organization, the Centers for Disease Control, local government authority or health agencies, curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations or conditions or similar ones prevent, dissuade, or unreasonably delay performance of this Agreement, rendering performance of this Agreement by a party illegal, impossible, inadvisable, or commercially impracticable. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

Section 18. Compliance with Anti-Discrimination Laws. In the performance of work under this Contract, Consultant shall not discriminate in any way against any employee or applicant for

employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions, and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Consultant is required to include a similar provision in all subcontracts to this Contract. If the City determines the Consultant has violated this non-discrimination policy, the City may terminate this Contract without liability for undelivered services or materials. The City may also deem the Consultant ineligible to participate in future contracts with the City. This requirement does not modify, limit, or supersede the employer's obligations under the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA), the Americans with Disabilities Act (ADA), Section 503 of the Rehabilitation Act of 1973, or other applicable federal, state, or local laws concerning veterans' preference or disability or veteran status-based non-discrimination and affirmative action requirements.

Section 19. DEI Certification. The Consultant certifies that it does not operate any programs promoting Diversity, Equity, and Inclusion that violate any applicable Federal anti-discrimination laws, and that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the City's decision to pay the Consultant.

Section 20. Grant Closeouts, Audits, and Ongoing Relationship. Once a grant period ends, the Consultant must ensure a proper closeout procedure is in place. This involves final reporting, conducting audits, financial reconciliation, and providing any required documentation to the City of Jackson.

Section 22. Publicity. Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of the City of Jackson.

Section 23. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Mississippi.

Section 24. Modification or Amendment. Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing signed by the parties hereto and approved as required by the City Council and Mayor.

Section 25. Severability. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

Section 26. Non-Assignment and Subcontracting: The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Consultant named herein. Said consultant understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests, or duties under this Agreement without the prior written consent of the Office of the City Attorney.

IT IS THEREFORE ORDERED that the Council approves the exception to the City's Procurement Policy in this instance.

IT IS FURTHER ORDERED that the Mayor is authorized to enter into a contract with Sims Strategies and Resource Group, LLC for a period of one year, and payment in the amount listed in this order is approved by this governing body.

IT IS FURTHER ORDERED that the governing authority for the City of Jackson rejects any and all contractual terms or provisions that conflict with the laws of the State of Mississippi,

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO APPROVE A PROFESSIONAL SERVICE WITH SIMS STRATEGIES AND RESOURCE GROUP, LLC, A CONSULTANT, TO PROVIDE TECHNICAL AND CAPACITY BUILDING ASSISTANCE FOR THE CITY'S GRANT MANAGEMENT PROCESSES		
2.	Purpose	Grant Management		
3.	Who will be affected	City-Wide		
4.	Benefits			
5.	Schedule (beginning date)	Upon approval by Council		
6.	Location:  WARD  CITYWIDE (yes or no) (area)  Project limits if applicable	CITYWIDE		
7.	Action implemented by: City Department Consultant			
8.	COST	\$7,500.00 per month		
9.	Source of Funding General Fund Grant Bond Other	001-493.00-6419		
10	EBO participation	ABE% WAIVER yes no N/A		

NABE no	N/A	WAIVER	yes	



## MEMORANDUM

TO:

Mayor John Horhn

FROM:

Grants Division and Department of Finance and Administration

DATE:

August 27, 2025

RE:

ORDER AUTHORIZING THE MAYOR TO APPROVE A PROFESSIONAL SERVICE WITH SIMS STRATEGIES AND RESOURCE GROUP, LLC, A CONSULTANT, TO PROVIDE TECHNICAL AND CAPACITY BUILDING ASSISTANCE FOR

THE CITY'S GRANT MANAGEMENT PROCESSES

The attached agenda item is an order authorizing the mayor to approve a professional service contract with Sims Strategies and Resource Group, LLC, a consultant, to provide technical and capacity-building assistance for the city's grant management processes.

Should you have any questions or need additional information, please let me know.

555 South West Street | P.O. Box 17 Jackson, Mississippi 39205-0017 601-960-1392

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 APPROVE A PROFESSIONAL SERVICE WITH SIMS STRATEGIES AND RESOURCE GROUP, A HIRED CONSULTANT, TO PROVIDE TECHNICAL AND CAPACITY BUILDING ASSISTANCE FOR THE CITY'S GRANT MANAGEMENT PROCESSES is legally sufficient for placement in NOVUS Agenda.

Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Megan Bennett, Deputy City Attorney

THIS GRANT MANAGEMENT AGREEMENT is between the City of Jackson, Mississippi, a municipal corporation (the City or Client) and Sims Strategies and Resources Group, LLC, (Sims or Consultant) located at 806 Onyx Pl, Flowood, MS 39232, collectively, the parties.

#### RECITALS

WHEREAS, the primary goal of this engagement is to enhance the City of Jackson's ability to secure and manage grant funding and support the City's programs and initiatives; and

WHEREAS, Sims will identify funding opportunities, develop proposals, budgets, data analysis, staffing analysis, and ensure compliance with grant requirements; and

NOW, THEREFORE, the City of Jackson and Sims agree as follows:

#### Section 1. Performance Period.

Sims and the City agree that performance period for the services being provided under this Agreement shall be for 12 months from the date of signing by both parties. Section 2. Scope of Services.

The Consultant will perform all Services rendered under this Agreement: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with applicable standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by City of Jackson and/or participating entities. The Consultant will perform the following services

- A. Conduct research to identify suitable grant resources, including federal, state, foundation, and corporate funding opportunities.
- B. Identify and inform the City of upcoming governmental, corporate, and foundation grant opportunities.
- C. Track county, state, and federal funding opportunities and set up alerts for identified priority keywords.
- D. Work with the City of Jackson departments to assess priority areas of existing and potential funding.
- E. Assist the City of Jackson's staff with grant applications and proposals, including narratives, budgets, data compilation and analysis, logic models, and supporting documents.
- F. Review grant requirements, criteria, matching funds requirements if applicable, reporting needs, and terms and conditions.
- G. Prepare grant materials to the specific funder requirements and priorities.
- H. Review and edit proposals to prospective grantors.
- I. Provide guidance on ensuring monitoring and compliance with grant requirements throughout the project lifecycle.
- J. Assist the City in setting up processes for accurate financial tracking and reporting to funders.
- K. Help determine evaluation methods to measure the impact and outcomes of funded

projects.

- L. Track the status of grant applications and provide additional information as requested by the City.
- M. Assist with follow-up communication with funders. Establish tasks to complete grant reports and ensure timely submission.
- N. Evaluate and assess the City of Jackson grant process and staffing needs.
- O. Maintain regular communication with the Client regarding the progress of grant applications, funding opportunities, and any necessary updates.
- P. Attend meetings, as needed, to accomplish the required work.

#### Section 3. Deliverables.

- A. Provide a written report outlining the specific skills and competencies needed for each grant awarded to the City.
- B. Provide a written report evaluating the existing skills within the City of Jackson's workforce and identify any deficiencies or training needs.
- C. Provide a written report evaluating if the training of existing City of Jackson employees can address identified skills deficiencies affecting grant funding or grant-funded project management.
- D. Develop a strategic grant-seeking plan aligned with the City of Jackson's mission and goals.
- E. Develop a clear and compelling grant proposal narrative.
- F. Develop a Staffing Plan for internal Grant Management that clearly defines job roles, responsibilities, and required skills for each position needed for grant management within the City. Sims will evaluate current staffing levels at the date of contract start, including determining the number of employees needed, and determining if temporary or outsourced staff can address short-term needs or specific skills gaps.
- G. Provide summaries on grant funding opportunities.
- H. Draft and submit grant proposals and applications.
- I. Provide grant management plans and support resources.
- J. Create reports summarizing activities undertaken and the status of those activities.
- K. Develop a staff plan and recommendation for the Grants Division.

**Section 4. Timelines.** Specific timelines for individual grant applications will be established in collaboration with the City of Jackson based on grant deadlines and requirements.

Section 5. Assumptions and Exclusions. The City of Jackson will provide the Consultant with access to necessary organizational documents, program information, and key personnel for interviews and information gathering. This SOW does not include the writing or development of programs, services; or projects themselves, but rather focuses on securing funding for those outlined by the City of Jackson. Services outside the SOW will need to be discussed by both parties and agreed upon in writing.

Section 6. Compensation. The initial retainer of \$7,500.00 is payable upon the execution of the agreement, with an additional \$7,500.00 per month, due no later than forty-five (45) days from receipt of the invoice. (Compensation includes Annual Salary). The City of Jackson requires all recipients of public funds to submit invoices electronically throughout the term of any Agreement. The invoice for the initial payment of the retainer shall be submitted immediately upon execution of this Agreement

and shall be paid within forty-five (45) days of receipt. All invoices for said services shall be submitted thereafter and shall be paid by the City on or before the forty-fifth (45th) day from receipt of the invoice each month, without offset or deduction.

Section 7. Records Retention The Consultant shall comply with any and all records retention and documentation requirements applicable under state and federal law. All records related to the performance of this Agreement shall be maintained for the period required by law and shall be made available to the City, the State of Mississippi, the federal government, or their duly authorized representatives upon request. Upon expiration or termination of this Agreement, the Consultant shall promptly deliver to the City all such records in its possession, without charge, and in a format reasonably requested by the City. Upon request of additional information by the City, Consultant must provide said information within five (5) working days. Should the requested information be unavailable within this timeframe, Contractor will inform the City, in writing, as to the reasons the information is unavailable.

In an effort for the City to measure the Consultant's performance, the Consultant shall track the number of grants you submit in a period, the number of grant awards you receive, the total dollars requested over a given period, and the total awarded dollars upon request by the City, Consultant must provide said information within five (5) working days. Should the requested information be unavailable within this timeframe, Contractor will inform the City, in writing, as to the reasons the data is unavailable.

#### Section 8. Termination for Convenience.

The parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for goods or services rendered and accepted before the effective date of termination.

Section 9. Termination for Cause. If The Consultant (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of The Consultant which would impair the Consultant's ability to perform its obligations hereunder, or (iii) should any of the Consultant's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Consultant terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to the Consultant concerning actions to be taken in order to effect the rescission or termination of the contract, and the Consultant agrees to abide by the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

Section 10. No Binding Arbitration. The City does not agree to submit to binding arbitration under any circumstances. Any dispute arising under or relating to this Agreement shall be resolved exclusively in a court of competent jurisdiction located within the State of Mississippi, and nothing herein shall be construed as a waiver of the City's sovereign immunity or other legal defenses.

Section 11. Venue. Any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. Page 3 of 6

§ 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

Section 12. Limitation of Rights. Nothing in this Agreement shall be construed as a waiver or limitation of the City's right to pursue any and all causes of action, claims, or remedies it may have against the Consultant arising out of or relating to any breach of contract, negligence, misconduct, or other wrongful act or omission by the Consultant. All such rights and remedies are expressly reserved and preserved to the fullest extent permitted by law.

Section 13. Availability of Funds. This Agreement is executory only to the extent of the monies appropriated and available to support the purposes of this Agreement. In the event that the City, in its sole discretion, determines that sufficient appropriations and/or operating funds are not available to continue this Management Agreement, the City may terminate this Agreement, and such early termination shall be without penalty to the City. Following such termination, the City shall have the right to resume management of the Premises under the terms of this Agreement at such time as the City shall first restore appropriated funds to reasonable levels.

Section 14. Indemnification. To the fullest extent permitted by law, the Consultant shall immediately indemnify, defend, and hold harmless the City of Jacksom, its directors, officials, officers, employees, volunteers, and agents from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind, whether in law or equity, to property or persons, including wrongful death, arising out of, related to, or resulting from any alleged acts, errors, or omissions of the Consultant, its officials, officers, employees, subcontractors, consultants, or agents in connection with the performance of the Consultant's Services or this Agreement. This includes, but is not limited to, payment of all consequential damages, expert witness fees, attorneys' fees, and other related costs and expenses. The Consultant shall pay and satisfy any judgment, award, or decree against the City or its representatives as part of any claim, suit, or proceeding. Additionally, the Consultant shall reimburse the City for any settlement paid by the City or its representatives as part of such claim, suit, or proceeding, including attorneys' fees and costs. The Consultant shall also reimburse the City and its representatives for any legal expenses and costs they incur in connection with these matters or in enforcing this indemnity. The duty to indemnify shall survive the expiration or termination of this Agreement and shall not be limited to any insurance proceeds received by the City or its representatives.

Section 15. Insurance. The Consultant shall procure and maintain, at its sole cost and expense, professional liability/errors and omissions insurance in amounts acceptable to the City. Such insurance shall specifically provide coverage for the Consultant's management, oversight, and administration of grant funds. In the event the Consultant mismanages grant funds, commits an act, error, or omission, or otherwise engages in conduct that causes the City to be required to reimburse, return, or forfeit grant funds, the Consultant's insurance shall respond to and cover such loss, reimbursement, penalties, or related damages. The Consultant shall provide the City with certificates of insurance evidencing such coverage prior to the commencement of services and shall maintain such coverage throughout the term of this Agreement and any renewal thereof.

Section 16. Reporting. All notices from one Party to another Party regarding this Agreement shall be made in writing and delivered by certified mail to the addresses shown below:

If, to the City of Jackson:

Office of the City Attorney Page 4 of 6

455 E. Capitol Street Jackson, MS 39201 Attn: City Attorney 601.960.1799

Office of the Municipal Clerk 219 South President Street Jackson, MS 39201 Attn: Municipal Clerk 601.960.1035

If, to the Consultant:

Ray Sims Sims Strategies and Resource Group 806 Onyx Place Flowood, MS 39232

Section 17. Force Majeure. The Parties are excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its control, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, computer viruses, incompatible or defective equipment, software or services not supplied or controlled directly by either party, governmental regulation or advisory, recognized health threats (i.e., disease outbreaks, epidemics or pandemics) as determined by the World Health Organization, the Centers for Disease Control, local government authority or health agencies, curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations or conditions or similar ones prevent, dissuade, or unreasonably delay performance of this Agreement, rendering performance of this Agreement by a party illegal, impossible, inadvisable, or commercially impracticable. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

Section 18. Compliance with Anti-Discrimination Laws. In the performance of work under this Contract, Consultant shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions, and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Consultant is required to include a similar provision in all subcontracts to this Contract. If the City determines the Consultant has violated this non-discrimination policy, the City may terminate this Contract without liability for undelivered services or materials. The City may also deem the Consultant ineligible to participate in future contracts with the City. This requirement does not modify, limit, or supersede the employer's obligations under the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA), the Americans with Disabilities Act (ADA), Section 503 of the Rehabilitation Act of 1973, or other applicable federal, state, or local laws concerning veterans' preference or disability or veteran status-based non-discrimination and affirmative action requirements.

Section 19. DEI Certification. The Consultant certifies that it does not operate any programs promoting Diversity, Equity, and Inclusion that violate any applicable Federal anti-discrimination laws, and that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the City's decision to pay the Consultant.

Section 20. Grant Closeouts, Audits, and Ongoing Relationship. Once a grant period ends, the Consultant must ensure a proper closeout procedure is in place. This involves final reporting, conducting audits, financial reconciliation, and providing any required documentation to the City of Jackson.

Section 22. Publicity. Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of the City of Jackson.

Section 23. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Mississippi.

Section 24. Modification or Amendment. Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing signed by the parties hereto and approved as required by the City Council and Mayor.

Section 25. Severability. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

Section 26. Non-Assignment and Subcontracting: The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Consultant named herein. Said consultant understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.

Signature of Consultant:	Signature:
Ray Sims Strategies and Resources Group, LLC	The Honorable John A. Horhn, Mayor City of Jackson, Mississippi
Date:	Date:



#### Sims Strategies and Resources Group, LLC\_ten-point form

From Sondra Moncure <smoncure@city.jackson.ms.us>

Date Fri 8/29/2025 12:42 PM

To Fidelis Malembeka <fmalembeka@city.jackson.ms.us>; Brandon Jackson <jacksonb@city.jackson.ms.us>

Cc Drew Martin <dmartin@city.jackson.ms.us>

#### @ 3 attachments (100 KB)

10 Point Final 8.29.25 SM.docx; 2025.08.21 ORDER AUTHORIZING Sims Grant Managment Contract.docx; 2025.08.28a Sims Grant Managment Contract (DMM rev).docx;

#### Good afternoon,

Hey guys, can you enter the account number on the ten-point form for the payment of the proposed agreement attached? I am trying to process this item for the 9/2 meeting and would appreciate your assistance.

#### Sondra O. Moncure

OFFICE OF THE CITY ATTORNEY
Special Assistant to the City Attorney,
Transactional Division
City of Jackson, Mississippi
P.O. Box 2779
Jackson, Mississippi 39207
(601) 960-1799 (office)
(769) 798-5607 (cellular)
(601) 960-1756 (facsimile)
smoncure@city.jackson.ms.us



"This message is being sent by the Office of the City Attorney. This message and any files transmitted with it are confidential and/or legally privileged City of Jackson property and are intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient or otherwise have reason to believe that you have received this message in error, you are hereby notified that any distribution, retention, forwarding, printing, or copying of this message is strictly prohibited. If you have received this message in error, please notify the original sender or the Office of the City Attorney at (601)960-1799 immediately by telephone or by return e-mail and delete this message from your computer."

ORDER AUTHORIZING THE MAYOR TO APPROVE A PROFESSIONAL SERVICE WITH SYSTEMS CONSULTANTS ASSOCIATES, INC., A HIRED CONSULTANT, TO PROVIDE TECHNICAL AND REVIEW IN THE DEVELOPMENT OF THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, Systems Consultants Associates, Inc. (Contractor) is a Mississippi Domestic Corporation incorporated on December 8, 1977, with its principal place of business at 1400 Fourth Avenue, Jackson, MS 39203; and

WHEREAS, the City of Jackson has elected to engage the services of the Contractor in the development of its budget for the FY2025-2026 fiscal year and to work with key departments to develop, implement, and review a formal Key Performance Indicators (KPI) reporting process for designated departments; and

WHEREAS, this is a contract for services and thus governed by the City of Jackson Personal and Professional Services Procurement Policy (the Policy); and

WHEREAS, the term of the contract between the City and Contractor will be for one year from the date of signing, in an amount not to exceed \$50,000.00 for the entirety of the contract; and

WHEREAS, the Policy requires that purchases that exceed \$5,000.00 but are less than \$75,000.00 must have at least two quotes, or otherwise fall under a sole-source or best-interest exception; and

WHEREAS, the City has determined that it is in the best interest of the City to forego competitive bidding and award a one-year contract to the Contractor pursuant to 3.4 of the Personal and Professional Services Manual; and

WHEREAS, exceptions must be approved in writing by the Department Director, the City Attorney, the Chief Financial Officer, the Chief Administration Officer, and the Mayor in writing, which is attached hereto as Exhibit A; and

WHEREAS, the terms of the contract are as follows:

#### Section 1. Recitals

- A. COJ desires for SCA to provide the services described in the Scope of Services and Statement of Work and pursuant to the terms set forth in this Agreement.
- B. SCA has the knowledge, expertise, and experience to perform the services for the price specified in this Agreement.
- C. COJ and SCA desire to enter into this Agreement to set forth the terms and conditions with respect to the services to be provided by SCA and the compensation to be paid for such services.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable

Agenda Item No.
September 9, 2025
Malembeka, Horhn

consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, COJ and SCA agree as follows:

#### Section 2. Scope of Services

COJ retains the services of Systems Consultants Associates, Inc. to assist the COJ in the development of its budget for the FY2025-2026 fiscal year and to work with key departments to develop, implement and review a formal Key Performance Indicators (KPI) reporting process for designated departments. Key Performance Indicators (KPIs) are data related to the essential function of the department in conducting COJ business, timely, efficiently, and effectively. SCA commits to assign Michael Thomas as the lead for this project.

#### Section 3. Scope of Work

- A. SCA agrees to utilize its knowledge, expertise, and experience to provide services needed by COJ in developing its 2025-2026 fiscal year budget. SCA will work with the COJ's CFO in meeting with departments and determining budget needs within available funding. SCA will also be available during presentation to and approval by the City Council.
- B. SCA will work with COJ designated staff to develop a formal KPI reporting process and assist in reviewing departments' presentations of their respective KPIs.

#### Section 4. Term

The term of this Agreement shall be for a period of twelve (12) months commencing on the date of Council ratification.

#### Section 5. Compensation

- A. SCA will be compensated for work performed pursuant to this Agreement at a rate of \$250.00/hour or \$2,000/per day. COJ will be invoiced on a monthly basis for services provided.
- B. Payment of invoices will be due forty-five (45) days from the date of the invoice. SCA will not exceed Fifty Thousand Dollars (\$50,000) in fees for services without separate written agreement of the parties. COJ will also be billed for actual amounts incurred by SCA for out-of-pocket expenses (including transportation, lodging, meals, communications, supplies, copying, etc.), not to exceed Five Thousand Dollars (\$5,000). Travel expenses must be authorized in writing by COJ prior to incurring said expenses.

#### Section 6. Termination for Convenience.

The parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for goods or services rendered and accepted before the effective date of termination.

#### Section 7. Termination for Cause.

#### A. If The Consultant:

- (1) Shall violate any substantial provision of this Agreement; or
- (2) If any material adverse change shall take place in the financial condition of The Consultant which would impair the Consultant's ability to perform its obligations hereunder; or
- (3) Should any of the Consultant's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Consultant terminating this Agreement at a specified date, and this Agreement shall terminate on such date.
- B. The Notice must provide reasonable instructions to the Consultant concerning actions to be taken in order to effect the rescission or termination of the contract, and the Consultant agrees to abide by the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

Section 8. No Binding Arbitration. The City does not agree to submit to binding arbitration under any circumstances. Any dispute arising under or relating to this Agreement shall be resolved exclusively in a court of competent jurisdiction located within the State of Mississippi, and nothing herein shall be construed as a waiver of the City's sovereign immunity or other legal defenses.

Section 9. Venue. Any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

#### Section 10. Notice

Effective Notice is deemed to be served on the date postmarked or emailed. Furthermore, notice shall be directed to:

If to the City of Jackson:

Office of the City Attorney 455 E. Capitol Street Jackson, MS 39201 Attn: City Attorney 601.960.1799

AND

Office of the Municipal Clerk 219 South President Street Jackson, MS 39201 Attn: Municipal Clerk 601.960.1035

If to the Consultant:

Michael Thomas

# President Systems Consultants Associates, Inc. 253 Old Jackson Road Madison, MS 39110

# Section 11. The terms of this agreement are modified in compliance with Mississippi law.

- C. Governing Law. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Mississippi.
- D. <u>Nondiscrimination</u>. The Parties agree to comply with all applicable state and federal laws, rules, and regulations governing equal employment opportunity, immigration, e-verify, and nondiscrimination.
- E. Conflict of Interest. This Agreement is subject to Section 25-4-101 of the Mississippi Code Annotated, as amended. This Agreement may be cancelled if any person significantly involved in the initiating, negotiating, securing, drafting, or creating of the Agreement on behalf of the COJ is an employee, consultant, or agent of any other party to this agreement. Should this Agreement violate a Mississippi Conflict of Interest law, the Agreement may be declared void.

#### Section 12. Records

- F. The Parties must retain all records directly relating to this Agreement during the Agreement's term and for a minimum of an additional three (3) years.
- G. Such records will be available at reasonable times for inspection and audit by City of Jackson or the State of Mississippi during the term of this agreement and for three (3) years thereafter. A copy of these records shall be provided at City of Jackson, Mississippi, upon request.

Section 13. E-Verify.

- H. The Parties represent and warrant that each will ensure its compliance with the Mississippi Employment Protection and will register and participate in the status verification system for all newly hired employees.
- I. The term "employee" as used herein means any person who is hired to perform work within the State of Mississippi.
- J. Status verification system means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program.
- K. The Parties agree to maintain records of such compliance and, upon request of the State of Mississippi, to provide a copy of each such verification to the State of Mississippi. The Parties further represent and warrant that any of its employees assigned by such Party to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.
- L. The Parties understand and agree that any breach of these warranties may subject the Parties to the following:
  - (1) Termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice off such cancellation/termination being made public; or
  - (2) The loss of any license, permit, certificate or other document granted to such Party by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
  - (3) Both.

#### Section 14. Force Majeure.

- M. The Parties are excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its control, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, computer viruses, incompatible or defective equipment, software or services not supplied or controlled directly by either party, governmental regulation or advisory, recognized health threats (i.e., disease outbreaks, epidemics or pandemics) as determined by the World Health Organization, the Centers for Disease Control, local government authority or health agencies, curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations or conditions or similar ones prevent, dissuade, or unreasonably delay performance of this Agreement, rendering performance of this Agreement by a party illegal, impossible, inadvisable, or commercially impracticable.
- N. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

#### Section 15. Limitation of Rights.

Nothing in this Agreement shall be construed as a waiver or limitation of the City's right to pursue any and all causes of action, claims, or remedies it may have against the Consultant arising out of or relating to any breach of contract, negligence, misconduct, or other wrongful act or omission by the Consultant. All such rights and remedies are expressly reserved and preserved to the fullest extent

permitted by law.

#### Section 16. Availability of Funds.

This Agreement is executory only to the extent of the monies appropriated and available to support the purposes of this Agreement. In the event that the City, in its sole discretion, determines that sufficient appropriations and/or operating funds are not available to continue this Management Agreement, the City may terminate this Agreement, and such early termination shall be without penalty to the City. Following such termination, the City shall have the right to resume management of the Premises under the terms of this Agreement at such time as the City shall first restore appropriated funds to reasonable levels.

#### Section 17. Compliance with Anti-Discrimination Laws.

In the performance of work under this Contract, Consultant shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions, and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Consultant is required to include a similar provision in all subcontracts to this Contract. If the City determines the Consultant has violated this non-discrimination policy, the City may terminate this Contract without liability for undelivered services or materials. The City may also deem the Consultant ineligible to participate in future contracts with the City. This requirement does not modify, limit, or supersede the employer's obligations under the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA), the Americans with Disabilities Act (ADA), Section 503 of the Rehabilitation Act of 1973, or other applicable federal, state, or local laws concerning veterans' preference or disability or veteran status-based non-discrimination and affirmative action requirements.

#### Section 18. DEI Certification.

The Consultant certifies that it does not operate any programs promoting Diversity, Equity, and Inclusion that violate any applicable Federal anti-discrimination laws, and that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the City's decision to pay the Consultant.

#### Section 19. Publicity.

Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of the City of Jackson.

#### Section 20. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Mississippi.

#### Section 21. Modification or Amendment.

Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing signed by the parties hereto and approved as required by the City Council and

Mayor.

Section 22. Severability.

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

IT IS THEREFORE ORDERED that the Council approves the exception to the City's Procurement Policy in this instance.

IT IS FURTHER ORDERED that the Mayor is authorized to enter into a contract with Systems Consultants Associates, Inc. for a period of one year, and payment as set forth in the Order is approved.

IT IS FURTHER ORDERED, that the governing authority for the City of Jackson rejects any and all conditions that conflict with the laws of the State of Mississippi.

#### CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

	POINTS	COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO APPROVE A PROFESSIONAL SERVICE WITH SYSTEMS CONSULTANTS ASSOCIATES, INC., A HIRED CONSULTANT, TO PROVIDE TECHNICAL AND REVIEW IN THE DEVELOPMENT OF THE FISCAL YEAR 2025-2026 BUDGET
2.	Purpose	To assist with the development of the Fiscal Year 25-26 Budget
3.	Who will be affected	City-Wide
4.	Benefits	
5.	Schedule (beginning date)	Upon approval by Council
6.	Location:  WARD  CITYWIDE (yes or no) (area)  Project limits if applicable	CITYWIDE
7.	Action implemented by: City Department Consultant	
8.	COST	SCA will be compensated for work performed pursuant to this Agreement at a rate of \$250.00/hour or \$2,000/per day. COJ will be invoiced on a monthly basis for services provided. SCA will not exceed Fifty Thousand Dollars (\$50,000).
9.	Source of Funding General Fund Grant Bond Other	001-411.40-6419
10	EBO participation	ABE% WAIVER yes no N/A WAIVER yes no N/A

WBE	%	WAIVER	yes
no HBE	N/A	WAIVER	yes
no NABE	N/A	WAIVER	yes
no	N/A		



## MEMORANDUM

TO:

Mayor John Horhn

FROM:

Department of Finance and Administration

DATE:

August 27, 2025

RE:

ORDER AUTHORIZING THE MAYOR TO APPROVE A PROFESSIONAL SERVICE WITH SYSTEMS CONSULTANTS ASSOCIATES, INC., A HIRED CONSULTANT, TO PROVIDE TECHNICAL AND REVIEW IN THE DEVELOPMENT OF THE FISCAL YEAR 2025-2026 BUDGET

The attached agenda item is an order authorizing the mayor to approve a professional service agreement with Systems Consultants Associates, Inc., a hired consultant, to provide technical and review services in the development of the fiscal year 2025-2026 budget.

Should you have any questions or need additional information, please let me know.

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 APPROVE A PROFESSIONAL SERVICE WITH SYSTEMS CONSULTANTS ASSOCIATES, INC., A HIRED CONSULTANT, TO PROVIDE TECHNICAL AND REVIEW IN THE DEVELOPMENT OF THE FISCAL YEAR 2025-2026 BUDGET

Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Megan Bennett, Deputy City Attorney

Date

# Consultant Agreement Between City of Jackson And Systems Consultants Associates, Inc.

THIS CONSULTING AGREEMENT (Agreement) is made and entered into as of the 7th day of July, 2025, by and between Systems Consultants Associates, Inc. (SCA) and the City of Jackson, Mississippi (COJ).

### Section 1. Recitals

- A. COJ desires for SCA to provide the services described in the Scope of Services and Statement of Work and pursuant to the terms set forth in this Agreement.
- B. SCA has the knowledge, expertise, and experience to perform the services for the price specified in this Agreement.
- C. COJ and SCA desire to enter into this Agreement to set forth the terms and conditions with respect to the services to be provided by SCA and the compensation to be paid for such services.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, COJ and SCA agree as follows:

### Section 2. Scope of Services

COJ retains the services of Systems Consultants Associates, Inc. to assist the COJ in the development of its budget for the FY2025-2026 fiscal year and to work with key departments to develop, implement and review a formal Key Performance Indicators (KPI) reporting process for designated departments. Key Performance Indicators (KPIs) are data related to the essential function of the department in conducting COJ business, timely, efficiently, and effectively. SCA commits to assign Michael Thomas as the lead for this project.

### Section 3. Scope of Work

- A. SCA agrees to utilize its knowledge, expertise, and experience to provide services needed by COJ in developing its 2025-2026 fiscal year budget. SCA will work with the COJ's CFO in meeting with departments and determining budget needs within available funding. SCA will also be available during presentation to and approval by the City Council.
- B. SCA will work with COJ designated staff to develop a formal KPI reporting process and assist in reviewing departments' presentations of their respective KPIs.

### Section 4. Term

The term of this Agreement shall be for a period of twelve (12) months commencing on the date of Council ratification.

### Section 5. Compensation

- A. SCA will be compensated for work performed pursuant to this Agreement at a rate of \$250.00/hour or \$2,000/per day. COJ will be invoiced on a monthly basis for services provided.
- B. Payment of invoices will be due forty-five (45) days from the date of the invoice. SCA will not exceed Fifty Thousand Dollars (\$50,000) in fees for services without separate written agreement of the parties. COJ will also be billed for actual amounts incurred by SCA for out-of-pocket expenses (including transportation, lodging, meals, communications, supplies, copying, etc.), not to exceed Five Thousand Dollars (\$5,000). Travel expenses must be authorized in writing by COJ prior to incurring said expenses.

### Section 6. Termination for Convenience.

The parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for goods or services rendered and accepted before the effective date of termination.

### Section 7. Termination for Cause.

- A. If The Consultant:
  - (1) Shall violate any substantial provision of this Agreement; or
  - (2) If any material adverse change shall take place in the financial condition of The Consultant which would impair the Consultant's ability to perform its obligations hereunder; or
  - (3) Should any of the Consultant's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Consultant terminating this Agreement at a specified date, and this Agreement shall terminate on such date.
- B. The Notice must provide reasonable instructions to the Consultant concerning actions to be taken in order to effect the rescission or termination of the contract, and the Consultant agrees to abide by the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

Section 8. No Binding Arbitration. The City does not agree to submit to binding arbitration under any circumstances. Any dispute arising under or relating to this Agreement shall be resolved exclusively in a court of competent jurisdiction located within the State of Mississippi, and nothing herein shall be construed as a waiver of the City's sovereign immunity or other legal defenses.

Section 9. Venue. Any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

### Section 10. Notice

Effective Notice is deemed to be served on the date postmarked or emailed. Furthermore, notice shall be directed to:

If to the City of Jackson: Office of the City Attorney

455 E. Capitol Street Jackson, MS 39201 Attn: City Attorney 601.960.1799

AND

Office of the Municipal Clerk 219 South President Street Jackson, MS 39201 Attn: Municipal Clerk 601.960.1035

If to the Consultant:

Michael Thomas
President
Systems Consultants Associates, Inc.
253 Old Jackson Road
Madison, MS 39110

### Section 11. The terms of this agreement are modified in compliance with Mississippi law.

- C. Governing Law. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Mississippi.
- D. <u>Nondiscrimination</u>. The Parties agree to comply with all applicable state and federal laws, rules, and regulations governing equal employment opportunity, immigration, e-verify, and nondiscrimination.
- E. Conflict of Interest. This Agreement is subject to Section 25-4-101 of the Mississippi Code Annotated, as amended. This Agreement may be cancelled if any person significantly involved in the initiating, negotiating, securing, drafting, or creating of the Agreement on behalf of the COJ is an employee, consultant, or agent of any other party to this agreement. Should this Agreement violate a Mississippi Conflict of Interest law, the Agreement may be declared void.

### Section 12. Records

- F. The Parties must retain all records directly relating to this Agreement during the Agreement's term and for a minimum of an additional three (3) years.
- G. Such records will be available at reasonable times for inspection and audit by City of Jackson or the State of Mississippi during the term of this agreement and for three (3) years thereafter. A copy of these records shall be provided at City of Jackson, Mississippi, upon request.

### Section 13. E-Verify.

- H. The Parties represent and warrant that each will ensure its compliance with the Mississippi Employment Protection and will register and participate in the status verification system for all newly hired employees.
- I. The term "employee" as used herein means any person who is hired to perform work within the State of Mississippi.
- J. Status verification system means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program.
- K. The Parties agree to maintain records of such compliance and, upon request of the State of Mississippi, to provide a copy of each such verification to the State of Mississippi. The Parties further represent and warrant that any of its employees assigned by such Party to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.
- L. The Parties understand and agree that any breach of these warranties may subject the Parties to the following:
  - (1) Termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice off such cancellation/termination being made public; or
  - (2) The loss of any license, permit, certificate or other document granted to such Party by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
  - (3) Both.

### Section 14. Force Majeure.

- M. The Parties are excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its control, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, computer viruses, incompatible or defective equipment, software or services not supplied or controlled directly by either party, governmental regulation or advisory, recognized health threats (i.e., disease outbreaks, epidemics or pandemics) as determined by the World Health Organization, the Centers for Disease Control, local government authority or health agencies, curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations or conditions or similar ones prevent, dissuade, or unreasonably delay performance of this Agreement, rendering performance of this Agreement by a party illegal, impossible, inadvisable, or commercially impracticable.
- N. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

### Section 15. Limitation of Rights.

Nothing in this Agreement shall be construed as a waiver or limitation of the City's right to pursue any and all causes of action, claims, or remedies it may have against the Consultant arising out of or relating to any breach of contract, negligence, misconduct, or other wrongful act or omission by the

Consultant. All such rights and remedies are expressly reserved and preserved to the fullest extent permitted by law.

### Section 16. Availability of Funds.

This Agreement is executory only to the extent of the monies appropriated and available to support the purposes of this Agreement. In the event that the City, in its sole discretion, determines that sufficient appropriations and/or operating funds are not available to continue this Management Agreement, the City may terminate this Agreement, and such early termination shall be without penalty to the City. Following such termination, the City shall have the right to resume management of the Premises under the terms of this Agreement at such time as the City shall first restore appropriated funds to reasonable levels.

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In the performance of work under this Contract, Consultant shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions, and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Consultant is required to include a similar provision in all subcontracts to this Contract. If the City determines the Consultant has violated this non-discrimination policy, the City may terminate this Contract without liability for undelivered services or materials. The City may also deem the Consultant ineligible to participate in future contracts with the City. This requirement does not modify, limit, or supersede the employer's obligations under the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA), the Americans with Disabilities Act (ADA), Section 503 of the Rehabilitation Act of 1973, or other applicable federal, state, or local laws concerning veterans' preference or disability or veteran status-based non-discrimination and affirmative action requirements.

### Section 18. DEI Certification.

The Consultant certifies that it does not operate any programs promoting Diversity, Equity, and Inclusion that violate any applicable Federal anti-discrimination laws, and that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the City's decision to pay the Consultant.

### Section 19. Publicity.

Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of the City of Jackson.

### Section 20. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Mississippi.

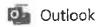
### Section 21. Modification or Amendment.

Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing signed by the parties hereto and approved as required by the City Council and Mayor.

Section 22. Severability.

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

Signature of Consultant: Michael Thomas, President Systems Consultants Associates, Inc.	Date:
Signature:	Date:
City of Jackson, Mississippi	



### Fw: Systems Consultants Associates ten-point form

From Sondra Moncure <smoncure@city.jackson.ms.us>

Date Fri 8/29/2025 1:58 PM

To Brandon Jackson <jacksonb@city.jackson.ms.us>; Fidelis Malembeka <fmalembeka@city.jackson.ms.us>

Cc Drew Martin <dmartin@city.jackson.ms.us>

### 4 attachments (155 KB)

8.29.25 Memo Final.docx; 10 Point Final 8.29.25 SM Final.docx; 2025.08.27 SCA Contract Final.docx; 2025.08.29 ORDER AUTHORIZING SCA Contract (1) Final.docx;

### Good afternoon,

Hey guys, can you enter the account number on the ten-point form for the payment of the proposed agreement attached? I am trying to process this item for the 9/2 meeting and would appreciate your assistance.

### Sondra O. Moncure

OFFICE OF THE CITY ATTORNEY
Special Assistant to the City Attorney,
Transactional Division
City of Jackson, Mississippi
P.O. Box 2779
Jackson, Mississippi 39207
(601) 960-1799 (office)
(769) 798-5607 (cellular)
(601) 960-1756 (facsimile)
smoncure@city.jackson.ms.us



"This message is being sent by the Office of the City Attorney. This message and any files transmitted with it are confidential and/or legally privileged City of Jackson property and are intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient or otherwise have reason to believe that you have received this message in error, you are hereby notified that any distribution, retention, forwarding, printing, or copying of this message is strictly prohibited. If you have received this message in error, please notify the original sender or the Office of the City

Attorney at (601)960-1799 immediately by telephone or by return e-mail and delete this message from your computer."					

### CITY OF JACKSON, MISSISSIPPI

TO: Purchasing Division

FROM: The Office of the Mayor

DATE: September 3, 2025

RE: Exception to Procurement Policy - Personal/Professional Services

Contract

Pursuant to the City's Procurement Policy, this memorandum documents an Exception to Policy for the award of a contract for grant management consulting services.

### Justification for Exception:

In accordance with Provision 3.4 of the City's Procurement Policy, this contract is being awarded without competition as it is deemed to be in the best interest of the City. No reasonable alternative sources exist, and the services provided are necessary to meet the City's operational needs.

### Vendor Information:

- Vendor: Systems Consultants Associates, Inc.
- Description of Services: A Scope of Services and list of Deliverables is in the attached supporting documentation.
- Estimated Contract Value: Not to exceed \$50,000.00 for a 12-month term.
- · Funding Source: City General Fund

### Supporting Documentation:

Supporting documentation in the form of a draft contract is attached and will be maintained in the City's financial system as a public record.

### Required Approvals

Title	Name	Signature	Date
Department	Willie Bozeman,	11 0	
Director	Chief of Staff	Vide Borner	
City Attorney	Drew Martin	Au M. Mit	9/4/25
Chief Financial	Fidelis	100 11	09/14/25
Officer	Malumbeka	f. W. of	07/14/25

Chief Administrative Officer	Pieter Teeuwissen	Total Scar	9.4.25
Mayor	John Horhn	John	9/4/25

Purchasing Division Use Only		
☐ Documentation reviewed and a	pproved	
Reviewer:	Date:	
☐ Purchase order issued		
☐ Putchase order issued		

# Consultant Agreement Between City of Jackson And

### Systems Consultants Associates, Inc.

THIS CONSULTING AGREEMENT (Agreement) is made and entered into as of the 7th day of July, 2025, by and between Systems Consultants Associates, Inc. (SCA) and the City of Jackson, Mississippi (COJ).

### Section 1. Recitals

- A. COJ desires for SCA to provide the services described in the Scope of Services and Statement of Work and pursuant to the terms set forth in this Agreement.
- B. SCA has the knowledge, expertise, and experience to perform the services for the price specified in this Agreement.
- C. COJ and SCA desire to enter into this Agreement to set forth the terms and conditions with respect to the services to be provided by SCA and the compensation to be paid for such services.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, COJ and SCA agree as follows:

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COJ retains the services of Systems Consultants Associates, Inc. to assist the COJ in the development of its budget for the FY2025-2026 fiscal year and to work with key departments to develop, implement and review a formal Key Performance Indicators (KPI) reporting process for designated departments. Key Performance Indicators (KPIs) are data related to the essential function of the department in conducting COJ business, timely, efficiently, and effectively. SCA commits to assign Michael Thomas as the lead for this project.

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The term of this Agreement shall be for a period of twelve (12) months commencing on the date of Council ratification.

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If to the City of Jackson:

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455 E. Capitol Street Jackson, MS 39201 Attn: City Attorney 601.960.1799

### AND

Office of the Municipal Clerk 219 South President Street Jackson, MS 39201 Attn: Municipal Clerk 601.960.1035

If to the Consultant:

Michael Thomas
President
Systems Consultants Associates, Inc.
253 Old Jackson Road
Madison, MS 39110

### Section 11. The terms of this agreement are modified in compliance with Mississippi law.

- C. Governing Law. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Mississippi.
- D. <u>Nondiscrimination</u>. The Parties agree to comply with all applicable state and federal laws, rules, and regulations governing equal employment opportunity, immigration, e-verify, and nondiscrimination.
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- L. The Parties understand and agree that any breach of these warranties may subject the Parties to the following:
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permitted by law.

### Section 16. Availability of Funds.

This Agreement is executory only to the extent of the monies appropriated and available to support the purposes of this Agreement. In the event that the City, in its sole discretion, determines that sufficient appropriations and/or operating funds are not available to continue this Management Agreement, the City may terminate this Agreement, and such early termination shall be without penalty to the City. Following such termination, the City shall have the right to resume management of the Premises under the terms of this Agreement at such time as the City shall first restore appropriated funds to reasonable levels.

### Section 17. Compliance with Anti-Discrimination Laws.

In the performance of work under this Contract, Consultant shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socioeconomic status. This prohibition includes but is not limited to employment; promotions, demotions, and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Consultant is required to include a similar provision in all subcontracts to this Contract. If the City determines the Consultant has violated this non-discrimination policy, the City may terminate this Contract without liability for undelivered services or materials. The City may also deem the Consultant ineligible to participate in future contracts with the City. This requirement does not modify, limit, or supersede the employer's obligations under the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA), the Americans with Disabilities Act (ADA), Section 503 of the Rehabilitation Act of 1973, or other applicable federal, state, or local laws concerning veterans' preference or disability or veteran status-based non-discrimination and affirmative action requirements.

### Section 18. DEI Certification.

The Consultant certifies that it does not operate any programs promoting Diversity, Equity, and Inclusion that violate any applicable Federal anti-discrimination laws, and that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the City's decision to pay the Consultant.

### Section 19. Publicity.

Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of the City of Jackson.

### Section 20. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Mississippi.

### Section 21. Modification or Amendment.

Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing signed by the parties hereto and approved as required by the City Council and Mayor.

Section 22. Severability.

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

Signature of Consultant: Michael Thomas, President Systems Consultants Associates, Inc.	Date:
Signature:	Date:
City of Jackson, Mississippi	-

# 

	it.

# ORDER APPROVING THE RENEWAL OF THE INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE (IACPnet) MEMBERSHIP FOR THE JACKSON POLICE DEPARTMENT

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes the governing authorities of a municipality to adopt any orders with respect to municipal affairs which is not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and,

WHEREAS, the International Association of Chiefs of Police has a professional service known as IACPnet with more than 1,700 subscribing agencies worldwide and more than 6,800 users; and,

WHEREAS, IACPnet helps law enforcement leaders make informed, data-driven decisions through intuitive online resources tools, and e-libraries, and,

WHEREAS, IACPnet has a resource library offering publications, online training, workshops, periodicals, peer-to-peer networking, funding announcements, model policies, and other valuable law enforcement tools; and,

WHEREAS, the Jackson Police Department maintains membership with the International Association of Chiefs of Police (IACPnet), which provides professional development resources, leadership training, research publications, and national networking opportunities for law enforcement executives; and,

WHEREAS, the renewal for the 2026 membership year is now due, as outlined in Renewal Invoice #0424537 from the International Association of Chiefs of Police, in the amount of One Thousand Seven Hundred Fifty Dollars (\$1,750.00), covering the subscription period from October 01, 2025 through September 30, 2026; and,

WHEREAS, the membership accrues to the benefit of the municipality, and any benefit to the individual is merely incidental; and,

WHEREAS, funds are available in the Police Department's FY 24-25 operating budget to cover the cost of this membership renewal.

NOW, THEREFORE, BE IT ORDERED, that the City Council of Jackson, Mississippi, hereby approves the renewal of the Jackson Police Department's membership with the International Association of Chiefs of Police (IACPnet) for the 2026 membership year in the amount of \$1,750.00.

Item		
Agenda	Date	

Agenda Item No.: September 9, 2025
Jones, Horhn

### CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

**DATE: August 28, 2025** 

	POINTS	COMMENTS				
1.	Brief Description/Purpose	ORDER APPROVING THE RENEWAL OF THE INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE (IACPnet) MEMBERSHIP FOR THE JACKSON POLICE DEPARTMENT				
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, Quality of Life, Neighborhood Enhancement				
3.	Who will be affected	City of Jackson Police Department				
4.	Benefits	Renewal of IACPnet Membership				
5.	Schedule (beginning date)	Upon council approval				
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	City in General				
7.	Action implemented by: City Department Consultant	Jackson Police Department				
8.	COST	\$1,750.00				
9.	Source of Funding  General Fund  Grant  Bond  Other	001.442.40.6443				
10.	EBO participation	ABE				



Assistant Chief of Police Wendell Watts

### JACKSON POLICE DEPARTMENT Chief of Police Joseph Wade

Assistant Chief of Police Vincent Grizzell

### **MEMORANDUM**

To: John Hohrn, Mayor

From: Joseph Wade, Chief of Police

Date: Thursday, August 28, 2025

Re: Renewal of International Association of Chiefs of Police (IACP) Membership

The Jackson Police Department is requesting approval to renew our membership with the International Association of Chiefs of Police (IACP) for the 2026 membership year. The renewal is outlined in Invoice #0424537 for One Thousand Seven Hundred Fifty Dollars (\$1,750.00), covering the subscription period of October 1, 2025, through September 30, 2026.

This membership provides our department with critical access to leadership training, research publications, professional development resources, and national networking opportunities with law enforcement executives. Funds for this renewal are available in the department's FY24–25 operating budget.

I respectfully request that this item be placed on the City Council agenda for approval.

JW/mxo

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

# **OFFICE OF THE CITY ATTORNEY**

This ORDER APPROVING THE RENEWAL OF THE INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE (IACPnet) MEMBERSHIP FOR THE JACKSON POLICE DEPARTMENT is legally sufficient for placement in NOVUS Agenda.

Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Chelsea Chicosky, Deputy City Attorney

Date

101

## \*\*Please note IACPnet emails and mails invoices\*\*



### **IACPnet Renewal Notice**

Renewal Invoice # 0424537

Invoice Date: 8/15/2025 Due Date: 10/1/2025

PAY THIS AMOUNT: \$1750

Jackson Police Department
Billing Contact: Captain Michael Outland, Sr
PO Box 17
327 E Pascagoula St
Jackson, MS 39201 United States

IACP ID: 02145586

DESCRIPTION:

IACPnet Department Subscription: 10/1/2025 Through 9/30/2026

**Current Amount Due:** 

\$1750

### PREFERRED PAYMENT - New Bank Information - Please Update Your Records

ACH – Name: International Association of Chiefs of Police, Truist Bank, Duke & Washington St Branch 300 S. Washington Street, Alexandria, VA 22314

Routing # - 021052053

UPIC or Account # - 67060521

### Please use the link below to pay online:

https://www.myiacp.org/expresspaymentcart?id=a0IUq00000Kkwbl-f78b4f120a870d62ff77c0a34dbcaa85

To pay by check: New Bank Information

Make checks payable (in U.S. Funds) to IACP and mail to:

PO Box 791852

Baltimore, MD 21279-1852

Questions: (800) 227-9640 or email iacpnet@theiacp.org

International Association of Chiefs of Police PO Box 62564, Baltimore, MD 21264 USA Federal ID: 53-0227813

# 

ORDER RATIFYING PAYMENT AND APPROVING EMERGENCY PROCUREMENT FOR HVAC ELECTRICAL WORK AND FURNACE REPLACEMENT AT JACKSON POLICE DEPARTMENT PRECINCT ONE (AJONES SERVICES, LLC; INVOICE NOS. 10233 & 10010)

Jan.

WHEREAS, on March 20, 2025, due to the immediate threat to the preservation of public order and health at Precinct One, the Mayor authorized an emergency declaration pursuant to Miss. Code Ann. § 31-7-13(k), with said declaration incorporated by reference and made a part of these minutes; and

WHEREAS, the Jackson Police Department received Invoice No. 10233 from A-Jones Services, LLC, for electrical work associated with the HVAC system at Jackson Police Department Precinct One, in the amount of four thousand fifty-four dollars and forty-one cents (\$4,054.41), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, A-Jones Services, LLC also submitted Quote No. 10010 in the amount of two thousand eight hundred thirty-five dollars (\$2,835.00) to remove and replace two (2) four-ton furnaces at Jackson Police Department Precinct One; and

WHEREAS, pursuant to Miss. Code Ann. § 31-7-13(k), when the governing authority or its designee determines that an emergency exists for the purchase of commodities or repair contracts such that delay incident to competitive bidding would be detrimental to the governing authority's interests, competitive bidding does not apply, and the officer or agent making such purchase or repair shall approve the bill and certify in writing from whom the purchase was made or with whom the contract was made; and

WHEREAS, at the next board meeting following the emergency purchase or repair contract, documentation including a description of the commodity or service, the price, and the nature of the emergency shall be presented to the board and placed upon its minutes; and

WHEREAS, the Jackson Police Department has complied with the requirements of Miss. Code Ann. § 31-7-13(k) and recommends that the governing authority for the City of Jackson approve and ratify the goods and services received and authorize payment to A-Jones Services, LLC, and further approve the emergency procurement to remove and replace two four-ton furnaces in accordance with Quote No. 10010.

IT IS THEREFORE ORDERED, that the City Council of the City of Jackson hereby approves and ratifies the goods and services received for electrical work on the HVAC system at Jackson Police Department Precinct One pursuant to the March 20, 2025, emergency declaration and authorizes payment to A-Jones Services, LLC as follows:

A-Jones Services, LLC, Invoice No. 10233 (HVAC electrical work): \$4,054.41.

**BE IT FURTHER ORDERED**, that the City Council approves the emergency procurement described in Quote No. 10010 from A-Jones Services, LLC to remove and replace two (2) fourton furnaces at Jackson Police Department Precinct One and authorizes payment in an amount not to exceed two thousand eight hundred thirty-five dollars (\$2,835.00).

BE IT FURTHER ORDERED, that the total authorized amount under this Order is six thousand eight hundred eighty-nine dollars and forty-one cents (\$6,889.41).

**BE IT FURTHER ORDERED**, that the City Clerk shall place this Order, together with the attached invoice and quote, in the minutes of the City Council, and that payment shall be issued in accordance with the City's standard fiscal controls and the emergency procurement authorization.

BE IT FURTHER ORDERED, that this Order shall be effective immediately upon adoption.

Item	
Agenda Date	
8	By: Wade, Horhn

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

**DATE: August 4, 2025** 

	POINTS	COMMENTS		
1.	Brief Description/Purpose	ORDER RATIFYING PAYMENT AND APPROVING EMERGENCY PROCUREMENT FOR HVAC ELECTRICAL WORK AND FURNACE REPLACEMENT AT JACKSON POLICE DEPARTMENT PRECINCT ONE (A- JONES SERVICES, LLC; INVOICE NO. 10233; QUOTE NO. 10010)		
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, Quality of Life, Neighborhood Enhancement		
3.	Who will be affected	City of Jackson Police Department		
4.	Benefits	Repairs to Precinct One		
5.	Schedule (beginning date)	Upon council approval		
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	City in General		
7.	Action implemented by: City Department Consultant	Jackson Police Department		
8.	COST	\$6,889.41		
9.	Source of Funding  General Fund  Grant  Bond  Other	001.442.40.6464		
10.	EBO participation	ABE		



Assistant Chief of Police Wendell Watts

### JACKSON POLICE DEPARTMENT Chief of Police Joseph Wade

Assistant Chief of Police Vincent Grizzell

### **MEMORANDUM**

To: John Hohrn, Mayor

From: Joseph Wade, Chief of Police

Date: Thursday, August 21, 2025

Re: Ratification and Authorization of Payment to A-Jones Services, LLC for Precinct

One HVAC (Invoice 10233 and Quote 10010)

The Police Department requests approval of the accompanying Order that ratifies payment for emergency HVAC electrical work at Precinct One and authorizes payment for the emergency replacement of two four-ton furnaces. This work was undertaken under the March 20, 2025, emergency declaration under Miss. Code Ann. § 31-7-13(k). Amounts are as follows: Invoice 10233 for \$4,054.41 for electrical work, and Quote 10010 in an amount not to exceed \$2,835.00 for removal and replacement of two four-ton furnaces. The total authorization requested is \$6,889.41. Funding will be provided from the Police Department's General Fund.



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 PAYMENT AND APPROVING EMERGENCY PROCUREMENT FOR HVAC ELECTRICAL WORK AND FURNACE REPLACEMENT AT JACKSON POLICE DEPARTMENT PRECINCT ONE (A-JONES SERVICES, LLC; INVOICE NO. 10233; QUOTE NOS. 10010 &10233) is legally sufficient for placement in NOVUS Agenda.

Martin City Attorney Date		
ew Martin, City Attorney	Drew Martin, City Attorney	Date

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

8/3/30

# OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING PAYMENT AND APPROVING EMERGENCY PROCUREMENT FOR HVAC ELECTRICAL WORK AND FURNACE REPLACEMENT AT JACKSON POLICE DEPARTMENT PRECINCT ONE (A-JONES SERVICES, LLC; INVOICE NOS. 10233 & 10010) is legally sufficient for placement in NOVUS Agenda.

Drew Martin, City Attorney

Sondra Moncure, Special Assistant & M.

Date

# DECLARATION INVOKING THE EMERGENCY PROCUREMENT PROCEDURE

### L REQUEST

Due to extensive roof and HVAC system damage, the Jackson Police Department, Precinct One's facility, currently suffers from significant structural and operational issues. These deteriorating conditions have created unsafe and untenable working environments for law enforcement personnel and the public, which is specially addressed below. Immediate action is required to prevent further damage, ensure safety, and maintain essential law enforcement operations.

### Roof Damage and Associated Risks:

The current state of the precinct's roof has resulted in several critical issues that jeopardize the integrity of the facility:

- Leaks and Water Damage: Persistent roof leaks have caused water intrusion, damaging ceilings, walls, electrical systems, and office equipment. Continued exposure to moisture may result in mold growth, which poses health hazards to personnel and visitors.
- Structural Weakness: The compromised roof structure increases the risk of ceiling collapses, which could endanger officers, staff, and the public visiting the precinct.
- Compromised Evidence and Records Storage: Water infiltration threatens the integrity
  of stored evidence, case files, and other essential documents, potentially affecting legal
  proceedings and investigations.
- Increased Energy Costs: A damaged roof reduces the building's insulation efficiency, leading to increased energy consumption and higher utility costs due to winter heat loss and excessive summer heat retention.

### **HVAC System Malfunctions and Impact:**

The precinct's HVAC system is in severe disrepair, leading to multiple operational and health-related concerns:

- Inadequate Climate Control: The failing system has resulted in extreme temperature fluctuations within the building, making it difficult for personnel to work in a comfortable and safe environment.
- Poor Air Quality: The malfunctioning HVAC system cannot regulate air circulation
  effectively, leading to stagnant air, excessive humidity, and potential mold growth, which
  can cause respiratory issues and other health complications.
- Equipment Malfunction: Sensitive law enforcement technology, including computers, communication systems, and electronic evidence storage, is susceptible to overheating or damage due to uncontrolled temperature conditions.

Health and Safety Concerns: Officers and staff are at an increased risk of heat exhaustion
in the summer and exposure to cold temperatures in the winter, which can impact their
overall well-being and job performance.

### Operational and Public Safety Consequences:

The combined effects of the failing roof and HVAC system have far-reaching consequences for precinct operations:

- Disrupted Law Enforcement Functions: Unsafe and uncomfortable working conditions hampered essential tasks such as report filing, dispatch operations, and investigative work.
- Risk to Public Interactions: The unsafe environment may deter community members
  from visiting the precinct for assistance or reporting crimes, affecting trust in local law
  enforcement services.
- Liability and Compliance Issues: Continued neglect of these structural and mechanical issues could result in non-compliance with occupational safety and health regulations, potentially leading to legal liabilities for the city.

I hereby request that you declare this situation an "emergency," as defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended. The current condition of Precinct One poses a threat to the immediate preservation of public order and health. Due to this unforeseen emergency, any delay in obtaining competitive bids could adversely impact the governing authorities, as established by Section 31-7-13(k) of the Mississippi Code Annotated of 1972, as amended.

As background information to assist in your determination that an emergency exists, Facilities Manager Stanley Amold has assessed the location and concurred that immediate repairs are needed to Jackson Police Precinct One. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer, as evidenced by the signatures below.

Joseph Wade

Chief of Police, Jackson Police Department

Date

725.518

Mend MMhot.	3/12/25
Drew Martin	Date
City Attorney	
filelis Malembeka	03/20/25 Date
Chief Financial Officer	
Lam Physit	3   3   2.5
Louis Wright Chief Administrative Officer	I/atc

# III. DECLARATION OF EMERGENCY

I hereby declare that the immediate threat to the sustainability and functionality of the Jackson Police Department, along with the delays in obtaining competitive bids to repair and address the deterioration at Precinct One, may negatively impact the City of Jackson, Mississippi, and its citizens. This situation qualifies as an emergency as defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended. Therefore, services to remedy the conditions at Precinct One are authorized pursuant to Section 31-7-13(k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective Mach 20, 2025.

Chokwe Autar Lumumba

Mayor

W-4-

3/20/25

# **Invoice**

A-JONES SERVICES LLC 839 BERWOOD DR 601-212-8145 asajones52@yahoo.com Date: Invoice No.: Due Date:

08/08/2025 10233 08/23/2025

Salesperson:

**ASA JONES/401802** 

Bill To: City of Jackson Department of Public Works[care mantenance divison 658 Souyh Jefferon ST. Jackson MS.38205

Qty	Item	Description	Unit Price	Tota
2		[2] 7/8-3/8 - 50 ft line set	\$467.98	\$935.96
1		[1] 8 circuit outside box	\$379.45	\$379.45
1		[1] condensation pump	\$159.00	\$159.00
1		AC drain line removed and replaced / 1st floor/LABOR	\$225.00	\$225.00
1		Labor for line sets/ and electrial box	\$2,355.00	\$2,355.00
			į	

Total \$4,054.41 Balance Due \$4,054.41

JOBSITE/ JPD Preinct # 1 801 C

1

Please contact us for more information about payment options.

Thank you for your business.

# Quote

A-JONES SERVICES LLC 839 BERWOOD DR

601-212-8145 asajones52@yahoo.com Date: Quote No.: Salesperson: 08/08/2025

10010

**ASA JONES/401802** 

Bill To:

City of Jackson Department of Public Works[care mantenance divison 658 Souyh Jefferon ST. Jackson MS.38205

Qty	Item	Description	Unit Price	Tota
2		Labor to remove and replace [2] 4ton furnace and coils	\$1,225.00	\$2,450.00
1		Lift Truck charge/ Minimum charge 2hrs	\$385.00	\$385.00

Total \$2,835.00

JOBSITE/ JPD Preinct #1 810 CooperRD. Jackson MS. 39211

Please contact us for more information about payment options.

Thank you for your business.

### ser Actions

# <u>View Filed Documents</u> <u>Opt-in or Opt-out of Email updates</u> <u>Print Business Details</u>

Name History

Name

A-JONES SERVICES LLC

Name Type

Legal

**Business Information** 

**Business Type:** 

**Business ID:** 

Status:

**Effective Date:** 

State of Incorporation:

Principal Office Address:

Limited Liability Company

1145441

Good Standing

04/26/2018

Mississippi

839 Berwood DR., 839 Berwood DR.

Jackson, MS 39206

Registered Agent

Name

ASA JONES

839 Berwood DR.

JACKSON, MS 39206

Officers & Directors

Name

ASA B Jones

839 Berwood Dr

Jackson, MS 39206

JACQUELINE JONES

839 Berwood DR.

JACKSON, MS 39206

Title

Manager, Member

# 

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT AND BODE CELLMARK FORENSICS, INC. TO PROVIDE FORENSIC DNA TESTING RELATED TO CASES ALLEGING SEXUAL ASSAULT

WHEREAS, the City of Jackson Police Department (JPD) Crime Laboratory has received a no-cost extension for expenditures under the City of Jackson Sexual Assault Initiative (SAKI) Grant 2020-AK-BX-031, extending the term to September 30, 2025; and,

WHEREAS, the JPD is a law enforcement agency which receives reports of sexual assault crimes; and,

WHEREAS, analyzing and matching DNA evidence obtained from sexual assault kits, crime scenes, or other sources is essential to the prosecution of suspects alleged to have committed crimes related to sexual assault; and,

WHEREAS, the JPD Crime Lab previously entered into an Agreement with BODE CELLMARK FORENSICS Inc., whose address is 10430 Furnace Road, Ste. 107, Lorton, Virginia 22079 beginning October 23, 2023, approved by Council on September 26, 2023, to fulfill the SAKI grant requirements, including but not limited to (I) analyzing and determining the presence or absence of DNA from samples; (2) collecting DNA samples; (3) comparing DNA samples from suspect and assault victims; (4) reporting results; and, (5) submitting possible DNA matches or hits to the Combined DNA Index System (CODIS). A full list of BODE's expanded services and pricing is attached to the Amended Agreement as Exhibit A and is attached to this Order and incorporated fully herein; and,

WHEREAS, the JPD Crime Lab requests the governing authority to amend its Agreement with BODE for services related to collecting, analyzing, and reporting DNA through the extended length of the SAKI grant period, now through September 30, 2025.

IT IS, THEREFORE ORDERED that the Mayor shall be authorized to execute the Amended Agreement with BODE CELLMARK FORENSICS Inc. extending the Agreement to mirror the no-cost grant extension to September 30, 2025 and providing services as outlined in the Exhibit A to the Agreement.

Agenda Item No.: / September 9, 2025 Jones, Horhn

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

**DATE: March 26,2025** 

	POINTS	COMMENTS			
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT AND BODE CELLMARK FORENSICS, INC. TO PROVIDE FORENSIC DNA TESTING RELATED TO CASES ALLEGING SEXUAL ASSAULT			
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, Quality of Life			
3.	Who will be affected	City of Jackson Police Department			
4.	Benefits	Results in improving conviction rate and solving cold cases involving sexual assault and other violent crimes			
5.	Schedule (beginning date)	Upon council approval			
6.	Location: WARD CITYWIDE (yes or no) (area)	All Wards City Wide			
	Project limits if applicable	ENIDAIC SEPTEMBER 20 2025			
7.	Action implemented by: City Department Consultant	ENDING SEPTEMBER 30,2025  Jackson Police Department			
8.	COST	0 \$ (Grant Funded)			
9.	Source of Funding General Fund Grant Bond Other	SAKI Grant Funding Award Number 2020-AK-BX-0031			
10.	EBO participation	ABE			



**Assistant Chief** Vincent Grizzell JACKSON POLICE DEPARTMENT Chief of Police Joseph Wade

Assistant Chief Wendell Watts

To:

Mayor Chokwe A. Lumumba

City of Jackson

From: Chief Joseph Wade

Jackson Police Department

Date:

March 28, 2025

Re:

Agenda Order authorizing the City of Jackson to execute the amended agreement between The City of Jackson Police and Bode Cellmark Forensics, INC. ("BODE")

Submitted for your approval is an order authorizing the City of Jackson to amend and execute the agreement with Bode Cellmark Forensics, Inc. ("Bode").

The City of Jackson Police Department has received a no cost extension for expenditures under the City of Jackson Sexual Assault Initiative (SAKI) Grant 2020-AK-BX-031 extending the terms through September 30, 2025. The purpose of the initiative is to address inventory, tracking, and testing of previously unsubmitted SAKs; and collect and test lawfully owed DNA from offenders/arrestees.

Therefore, it is requested that the Mayor authorize to execute the Amended agreement extending these services provided through September 30, 2025.

: Jdg



Chief of Police Joseph Wade

### JACKSON POLICE DEPARTMENT Investigative Services Bureau

## Memorandum

To: Joseph Wade; Chief of Police (121

Via: Wendell Watts; Assistant Chief of Police 🗸 S

Sequerna Banks; Deputy Chief of Investigative Services

Chakita Childs; Captain of Investigative Services;

From: Jacquelyn Gardner; City of Jackson SAKI Administrator

Date: March 28, 2025

Re: Request for approval to execute the amended Agreement between The City of

Jackson Police Department and BODE CELLMARK FORENSICS, INC. ("BODE") to perform DNA technical analysis, cases reviews and CODIS

information uploads into the National Database.

This Memorandum is to request approval for execution of the amended agreement between the City of Jackson Police Department and Bode Cellmark Forensics, INC. The agreement will allow for analyzing and matching of DNA evidence as sprcified in the SAKI grant. The Sexual Assault grant (SAKI) has been extended through September 2025. This amended agreement will allow for the continuation of the evidence processing of additional cases.

Therefore, your approval to move forward is requested.

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 AN AMENDED AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT AND BODE CELLMARK FORENSICS, INC. TO PROVIDE FORENSIC DNA TESTING RELATED TO CASES ALLEGING SEXUAL ASSAULT is legally sufficient for placement in NOVUS Agenda.

Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Chelsea Chicosky, Deputy City Attorney

Date

### AMENDED MASTER SERVICES AGREEMENT CONTRACT NUMBER: JACKSONPD-2023

This Amendment Agreement is made and entered into by and between Bode Cellmark Forensics, Inc., a Delaware corporation, with a place of business at 10430 Furnace Road, Suite 107, Lorton, VA 22079 (hereinafter "BODE") and the City of Jackson, Mississippi Police Department (hereinafter "CLIENT"), which are sometimes referred to collectively as "Parties".

WHEREAS, CLIENT and BODE, entered into Master Services Agreement dated October 23, 2023 (the "AGREEMENT").

WHEREAS, CLIENT desires to extend the AGREEMENT and continue receiving services and BODE desires to continue providing services.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, the PARTIES agree to the following:

- 1. This Amended Agreement shall be effective on the date of the last signature below.
- 2. The First Extended Term shall expire September 30, 2025.
- 3. Exhibit A, Price Schedule for services offered by BODE is attached and incorporated fully and replaces Exhibit B to the 2023 Agreement.
- 4. The Parties agree that All other terms and conditions of the Agreement, except as amended herein shall remain unchanged and in full force and effect, subject to the laws of the State of Mississippi.

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

JACKSON POLICE DEPARTMENT	BODE CELLMARK FORENSICS, I		
NAME	NAME: Michael Cariola		
Title:	Title: CEO/President		
Date:	Date:		

### **EXHIBIT A**

### **Price Schedule**

Price list accepted as the basis of Mod PS-0007. The basic discounts are 0% - 2% plus .75% IFF. Laura R. Wair, CO, 9.3.2024

Bode Cellmark Forensics, Inc.
- Commercial Price List
Effective August 9,
2024

Product Type	SIN	Part Number	Unit of Measure	Description	2023-2024 Pricing	Notes
Forensic Biology: Serological screening for the presence of blood, semen, saliva; or hair examination	541990L	B11L01	Per Hour	Large Item hourly (i.e. clothing, bedding, 10+ hairs)**	\$375	Quantity/Volume Discount: >200 cases: 20%
Forensic Biology: Serological screening for the presence of blood, semen, saliva; or hair examination	541990L	B11S01	Per Item	Small Item (i.e. swab, underwear, <10 hairs)	\$485	**Hourly Charge (Note - Minimum two (2) hours)
Legal Paternity Testing (STR Analysis) - REFERENCES ONLY	541990L	L11R01	Per Duo or Trio	Legal Paternity Testing STR testing - Duo or Trio collections for references only (known samples)	\$2,060	**Hourly Charge (Note - Minimum two (2) hours)
Legal Paternity Testing (STR Analysis) - REFERENCES ONLY	541990L	L11R03	Per Sample	Legal Paternity Testing (STR Analysis) Additional Buccal References	\$725	Note: The fees for screening will be waived for all samples proceeding to DNA analysis.
MiniSTR Analysis	541990L	M11E01	Per Sample	MiniSTR Analysis: All Evidence Items	\$1,795	Note: The fees for screening will be waived for all samples proceeding to DNA analysis.
DNA Screening	541990L	Q11D01	Per Sample	DNA Screening: Extraction and Quantification of DNA (Including screening for Male DNA)	\$900	
STR (Short Tandem Repeat)/ Y-STR DNA Analysis; Standard Technologies Offered: Globalfiler, PowerPlex Fusion, Qiagen Investigator, Y Filer, PPY23	541990L	S11E01	Per Sample	STR DNA Analysis: Non- Differential Evidence Item (Including samples for Touch DNA)	\$1,545	Includes the use of STRMix when appropriate
STR (Short Tandern Repeat)/ Y-STR DNA Analysis; Standard Fechnologies Offered: Globalfiler, PowerPlex Fusion, Qiagen Investigator, Y Filer, PPY23	541990L	S11R01	Per Sample	STR DNA Analysis: Reference Item (Blood or buccal swab only) Additional fees may apply	\$910	Includes the use of STRMix when appropriate

STR (Short Tandem Repeat)/ Y-STR DNA Analysis; Standard Technologies Offered: Globalfiler, PowerPlex Fusion, Qiagen Investigator, Y Filer, PPY23	541990L	S11R03	Per Sample	STR - Reference - Rapid DNA Testing	\$1,175	Includes the use of STRMix when appropriate
STR (Short Tandem Repeat)/ Y-STR DNA Analysis; Standard Technologies Offered: Globalfiler, PowerPlex Fusion, Qiagen Investigator, Y Filer, PPY23	541990L	S11S01	Per Sample	STR DNA Analysis: Differential Evidence Item (Sexual assault)	\$1,795	Includes the use of STRMix when appropriate
STR (Short Tandem Repeat)/ Y-STR DNA Analysis; Standard Technologies Offered: Globalfiler, PowerPlex Fusion, Qiagen Investigator, Y Filer, PPY23	541990L	S11S02	Per Sample	STR DNA Analysis: Skeletal Remain	\$1,795	Includes the use of STRMix when appropriate
STR (Short Tandem Repeat)/ Y-STR DNA Analysis; Standard Technologies Offered: Globalfiler, PowerPlex Fusion, Qiagen Investigator, Y Filer, PPY23	541990L	S11S03	Per Filter	STR DNA Analysis: MVAC Sample	\$1,795	Includes the use of STRMix when appropriate
STR (Short Tandem Repeat)/ Y-STR DNA Analysis; Standard Technologies Offered: Globalfiler, PowerPlex Fusion, Qiagen Investigator, Y Filer, PPY23	541990L	S11X02	Per Sample	STR DNA Analysis: Extracted DNA from Evidence (Reagent Blank Control must be included)	\$1,145	Includes the use of STRMix when appropriate
STR (Short Tandem Repeat)/ Y-STR DNA Analysis; Standard Technologies Offered: Globalfiler, PowerPlex Fusion, Qiagen Investigator, Y Filer, PPY23	541990L	S11X03	Per Sample	STR DNA Analysis: Extracted DNA from Reference (Reagent Blank Control must be included)	\$605	Includes the use of STRMix when appropriate
STR (Short Tandem Repeat)/ Y-STR DNA Analysis; Standard Technologies Offered: Globalfiler, PowerPlex Fusion, Qiagen Investigator, Y Filer, PPY23	541990L	S11X06	Per Slide	Surcharge for Cover Slip Removal	\$375	Includes the use of STRMix when appropriate

STR (Short Tandem Repeat)/ Y-STR DNA Analysis; Standard Technologies Offered: Globalfiler, PowerPlex Fusion, Qiagen Investigator, Y Filer, PPY23	541990L	S11X07	Per Case	STRMix - Use of STR on previously Bode reported case (maximum of 3 samples)	\$745	Includes the use of STRMix when appropriate
STR (Short Tandem Repeat)/ Y-STR DNA Analysis; Standard Technologies Offered: Globalfiler, PowerPlex Fusion, Qiagen Investigator, Y Filer, PPY23	541990L	S11X08	Per Sample	STRMix - Use of STRmix on previously Bode reported case - Additional Samples (additional sample fee applied to cases with more than 4 samples, fee is added to S11X07)	\$185	Includes the use of STRMix when appropriate
STR (Short Tandem Repeat)/ Y-STR DNA Analysis; Standard Technologies Offered: Globalfiler, PowerPlex Fusion, Qiagen Investigator, Y Filer, PPY23	541990L	S11Y03	Per Filter	Y-STR DNA Analysis: MVAC Sample	\$1,795	Includes the use of STRMix when appropriate
X-Traction	541990L	S21X09	Per Sample	Bode X-traction: Screening (shell casings and hairs (including rootless hairs))	\$1,065	Includes the use of STRMix when appropriate
X-Traction	541990L	S21X10	Per Sample	Bode X-tractions: DNA Analysis (shell casings and hairs (including rootless hairs))	\$2,000	Includes the use of STRMix when appropriate
Sexual Assault Kit	541990L	SAK01	Per Item	STR DNA Analysis of a Sexual Assault Kit; Includes DNA screening of body swabs for presence of male DNA using a human:male assay. Includes subsequent DNA testing of one (1) male DNA positive sample and the victim reference. No further testing if all items are negative/inconclusive.	\$1,926	Includes the use of STRMix when appropriate
Mitochondrial DNA (mtDNA) Sanger Sequencing Note -	541990L	T11E01	Per Sample	Mitochondrial DNA Sequencing: Evidence Item: Unmounted Hair and most "other" items	\$3,745	Includes the use of STRMix when appropriate
STR (Short Tandem Repeat)/ Y-STR DNA Analysis; Standard Technologies Offered: Globalfiler, PowerPlex Fusion, Qiagen Investigator, Y Filer, PPY23	541990L	Y11E01	Per Sample	Y-STR DNA Analysis: Non- Differential Evidence Item (Including samples for Touch DNA)	\$1,545	Includes the use of STRMix when appropriate
STR (Short Tandem Repeat)/ Y-STR DNA Analysis; Standard Technologies	541990L	Y11R01	Per Sample	Y-STR DNA Analysis:Reference Item (Blood or buccal swab only)	\$910	Includes the use of STRMix when appropriate

Offered: Globalfiler, PowerPlex Fusion, Qiagen Investigator, Y Filer, PPY23						
STR (Short Tandem Repeat)/ Y-STR DNA Analysis; Standard Technologies Offered: Globalfiler, PowerPlex Fusion, Qiagen Investigator, Y Filer, PPY23	541990L	Y11S01	Per Sample	Y-STR DNA Analysis: Differential Evidence Item (Sexual assault)	\$1,795	
STR (Short Tandern Repeat)/ Y-STR DNA Analysis; Standard Technologies Offered: Globalfiler, PowerPlex Fusion, Qiagen Investigator, Y Filer, PPY23	541990L	Y11S02	Per Sample	Y-STR DNA Analysis: Skeletal Remain	\$1,795	
STR (Short Tandern Repeat)/ Y-STR DNA Analysis; Standard Technologies Offered: Globalfiler, PowerPlex Fusion, Qiagen Investigator, Y Filer, PPY23	541990L	Y11X01	Per Sample/ System	Y-STR Analysis with Additional Y-STR Technology (Additional fee applied to sample price)	\$450	Note: These fees assume a trio: Mother, Father & Child (Otherwise STR pricing above applies).
STR (Short Tandem Repeat)/ Y-STR DNA Analysis; Standard Technologies Offered: Globalfiler, PowerPlex Fusion, Qiagen Investigator, Y Filer, PPY23	541990L	Y11X02	Per Sample	Y-STR DNA Analysis: Extracted DNA from Evidence (Reagent Blank Control must be included)	\$1,145	Note: These fees assume a trio: Mother, Father & Child (Otherwise STR pricing above applies).
STR (Short Tandem Repeat)/ Y-STR DNA Analysis; Standard Technologies Offered: Globalfiler, PowerPlex Fusion, Qiagen Investigator, Y Filer, PPY23	541990L	Y11X03	Per Sample	Y-STR DNA Analysis: Extracted DNA from Reference (Reagent Blank Control must be included)	\$605	**NOTE: It is recommended that hair samples are a minimum of 3cm in length. If a hair is <3cm, permission to consume will be requested
Mitochondrial DNA (mtDNA) Sanger Sequencing Note -	541990L	T11E03	Per Sample	Mitochondrial DNA Sequencing: Skeletal Remain	\$4,015	**NOTE: It is recommended that hair samples are a minimum of 3cm in length. If a hair is <3cm, permission to consume will be requested
Mitochondrial DNA (mtDNA) Sanger Sequencing Note -	541990L	T11R01	Per Sample	Mitochondrial DNA Sequencing: Reference Item (Blood or buccal swab only)	\$1,950	**NOTE: It is recommended that hair samples are a minimum of 3cm in length. If a hair is <3cm, permission to

						consume will be requested
Mitochondrial DNA (mtDNA) Sanger Sequencing Note -	541990L	T11X01	Per Sample	Mitochondrial DNA Sequencing: Extracted DNA from Evidence (Reagent Blank Control must be included)	\$3,155	**NOTE: It is recommended that hair samples are a minimum of 3cm in length. If a hair is <3cm, permission to consume will be requested
Mitochondrial DNA (mtDNA) Sanger Sequencing Note -	541990L	T11X02	Per Sample	Mitochondrial DNA Sequencing: Extracted DNA from Reference (Reagent Blank Control must be included)	\$1,605	**NOTE: It is recommended that hair samples are a minimum of 3cm in length. If a hair is <3cm, permission to consume will be requested
Additional Services	541990L	E11C02	Per hour	Comparison to a Previously Generated DNA Profile	\$375	Note: Minimum one
Additional Services	541990L	E11C01	Per hour	Case review/ Consultation/ Affidavit Preparation	\$375	Note(1): All materials must be received 20 business days before verbal or written report needed.
Additional Services	541990L	E11W02	Per hour	Local Expert Witness Testimony or Deposition; or Video Testimony	\$375	Note(2): 4 Hour Minimum. Note; Testimony charges are assessed for all time Analyst is not at work (to include travel time).
Additional Services	541990L	E11W03	Per hour	Video Testimony	\$375	
Additional Services	541990L	E11W04	Per hour	Affidavit Preparation	\$375	
Additional Services	541990L	E11W05	Per case	Case Handling Fee (No testing)	\$375	\$375 \$125
Forensic Genealogy	541990L	F20G01	Per case	Bode Forensic Genealogy  – External Case Review (for cases not tested by Bode)	\$125	
Forensic Genealogy	541990L	F20G02	Per sample	Bode Forensic Genealogy  - Sample Quality  Verification	\$1,400 \$2,400	
Forensic Genealogy	541990L	F20G03	Per sample	Bode Forensic Genealogy  – Microarray SNP Testing and Screening		
Forensic Genealogy	541990L	F20G04	Per sample	Bode Forensic Genealogy  – Genome Sequencing and Screening	\$6,100	
Forensic Genealogy	541990L	F20G05	Per sample	Bode Forensic Genealogy  – DNA Testing and Forensic Genealogy (Mixtures)	\$3,850	
Forensic Genealogy	541990L	F20G06	Per case	Bode Forensic Genealogy  – Genealogy Investigation (10 hours)	\$3,950	
Forensic Genealogy	541990L	F20G07	Per hour	Bode Forensic Genealogy  – Genealogy Investigation (Hourly)	\$395	
Forensic Genealogy	541990L	F20G08	Per sample	Bode Forensic Genealogy  – Y-STR Surname Search	\$800	

				- Phase I - Haplotype/Ethnicity Report (from existing Y-STR profile)		
Forensic Genealogy	541990L	F20G09	Per sample	Bode Forensic Genealogy  - Y-STR Surname Search  - Phase I -  Haplotype/Ethnicity Report  (new Y-STR profile)	\$950	
Forensic Genealogy	541990L	F20G10	Per sample	Bode Forensic Genealogy  - Y-STR Surname Search  - Phase II - Surname Database Search	\$1,445	
Forensic Genealogy	541990L	F20G11	Per sample	Bode Forensic Genealogy  - Targeted Testing	\$845	
Forensic Genealogy	541990L	F20G12	Per sample	Bode Forensic Genealogy  - Confirmation Testing	\$1,285	
Forensic Genealogy	541990L	G22G16	Per sample	Bode Forensic Genealogy  – Genome Sequencing and Screening Degraded and Skeletal Remains	\$6,400	
Forensic Genealogy	541990L	G22G17	Per sample	Bode Forensic Genealogy  – Genome Sequencing and Screening Mixtures	\$7,900	
Forensic Genealogy	541990L	G22G20	Per sample	Bode Forensic Genealogy  - Targeted Testing non- Buccal sample	\$2,050	
Forensic Genealogy	541990L	G22G18	Per sample	Bode Forensic Genealogy  – FTDNA uploaded (when needed)	\$1,400	
Forensic Genealogy	541990L	G22G19	Per sample	Bode Forensic Genealogy  – GEDmatch uploaded (when needed)	\$1,000	
STR Analysis of Reference Sample. DNA Databasing	541990L	DB23R01	Per sample	STR analysis of a reference sample for purposes of inclusion in DNA database (e.g. CODIS). Includes DNA testing of reference material on standard substrate (e.g. reference card, collection device) utilizing commercially available STR kit (see approved kits). Deliverable is electronic data suitable for upload into a DNA database. Approved STR kits: Promega Fusion 6C & ThermoFisher Globalfiler	\$48	>7,500 samples. 25% discount
YSTR Analysis of Reference Sample. DNA Databasin	541990L	DB23Y01	Per sample	YSTR analysis of a reference sample for purposes of inclusion in DNA database (e.g. CODIS). Includes DNA testing of reference material on standard substrate (e.g. reference card, collection device) utilizing commercially available YSTR kit (Promega PowerPlex Y23 is an approved kit).	\$48	>5,000 samples.

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Collected Heriopeth					Deliverable is electronic data suitable for upload into a DNA database.		
Hourly   S4199U   E11W06   Per Hour   Hourly   \$212.00	Analysis -		H23S01		Samples submitted to be run with other samples submitted from other agencies. Batches will be run twice per month. Batches will be initiated for processing by Bode Cellmark for all samples received on the 10th and 25th of each month. To be included in these batches; samples must be received prior to those dates. Actual dates are subject to change by Bode Cellmark with advance notification to the Client.  Standard 30-Day Turnaround Time once the batch is initiated	\$195	
Known Sample Submission envelopes to collect and document Known Samples Presumed Known Submission envelopes to collect and document Presumed Known Samples Evidence Submission Envelopes Evidence Submission envelopes to collect and document Presumed Known Samples Evidence Submission Envelopes  Evidence Samples Evidence Submission envelopes to collect and document Evidence Samples Evidence Samples  Evidence Samples  Evidence Samples  Submission envelopes to collect and document Evidence Samples  Evidence Samples  Submission envelopes to collect and document Evidence Samples  Evidence Samples  Submission envelopes to collect and document Evidence Samples  \$205.00		541990L	E11W06	Per Hour		\$212.00	
Presumed Known Submission envelopes to collect and document Presumed Known Samples Evidence Submission 541990L Envelopes  Evidence Submission 541990L Envelopes  Submission envelopes to collect and document Evidence Samples  BodeHITS Set-Up Package Includes the following: 1 Year BodeHITS Software Subscription Single Agency Account Access 2 Registrations to the Bode Annual Conference or BodeHITS User Group Meeting 500 Barcode Cards (Replenished 250 at a time upon consumption) The following items are delivered in Year 1 only upon contract execution: Onsite User Training 1 Case of Bode SecurSwab DUO-V Collectors plus DNA Collector Transport Per Case  Submission envelopes to collect and document \$205.00  \$205.	Known Sample Submission	541990L		Per Case	collect and document	\$205.00	
Submission Envelopes  CMP-568  CMP-568  Per Case  Collect and document Evidence Samples  BodeHITS Set-Up Package includes the following: • 1 Year BodeHITS Software Subscription • Single Agency Account Access • 2 Registrations to the Bode Annual Conference or BodeHITS User Group Meeting • 500 Barcode Cards (Replenished 250 at a time upon consumption) The following items are delivered in Year 1 only upon contract execution: • Onsite User Training • 1 Case of Bode SecurSwab DUO-V Collectors plus DNA Collector Transport Pouches • 1 Case of Buccal DNA Collector Transport 10% discour	Presumed Known Submission	541990L	CMP-567	Per Case	collect and document Presumed Known Samples	\$205.00	
includes the following:	Submission	541990L	CMP-568	Per Case	collect and document Evidence Samples	\$205.00	
		541990L		Per	includes the following:		10% discount if purchased together (H19S01, H19S03,

				Presumed Known and Evidence Submission Envelopes • 50 BodeHITS Pouches Annual Subscription Fee must be renewed to maintain access to BodeHITS software.		
RapidHIT-ID Instrument Validation (one instrument)	541990L	H19S03	Per Instrument	Bode can provide support to assist the Client in the validation of a RapidHIT ID instrument that tests for accuracy, reproducibility and precision in compliance with recommendations from the FBI's Quality Assurance Standards. The validation will be performed to the same level of quality that would be required for an accredited crime laboratory to use.  • Phase I: Validation Plan and Preparation of Samples  • Phase II: Running Samples and Data Analysis  • Phase III: Validation Report	\$12,500.00	10% discount if purchased together (H19S01, H19S03, H19S05)
RapidHIT-ID Instrument Validation (additional protocol)	541990L	H19S03-	Per Protocol	Additional Protocol to add to H19S03	\$7,500.00	
RapidHIT-ID Instrument Validation (each additional instrument)	541990L	H19S03-	Per instrument	Additional Instrument to add to H19S03	\$2,500.00	
RapidHIT-ID DNA Reachback (North America)	541990L	H19S05	Per Package	BodeHITS Rapid DNA Support Package includes the following:  • M-F 8am-8pm EST Rapid Reach-back support (North America Business Hours)  • Modified Rapid DNA Analysis performed on samples as needed Instrument Ongoing Support: Bode recommends performing a performance check (2 samples) each time a new primary cartridge is utilized by the Client to verify the performance of the instrument. Bode recommends performing a	\$11,000.00	10% discount if purchased together (H19S01, H19S03, H19S05)

quality control test (2 samples) each time a new sample cartridge lot number is utilized by the
Client to verify the performance of the instrument. Bode will provide the Clients with
ongoing support to review performance checks and quality control testing.
Client shall run designated samples within the Rapid Instrument at that time, and
a Bode forensic analyst will review the results and issue a written notice confirming the
results of that test and recommending whether or not the new cartridge can
be utilized for forensic samples. Up to 100 Reachback requests

**CONTRACT NUMBER: JACKSONPD-2023** 

#### **MASTER SERVICES AGREEMENT**

This Master Services Agreement (the "Agreement") is entered into this day of
, 2023 (the "Effective Date"), by and between Bode Cellmark Forensics, Inc. ("Bode"), (Insert
address) and JACKSON POLICE DEPARTMENT ("Client"), (Insert address). Bode and Client may be
alternately referred to herein as "party," individually, and "parties," collectively.

### **ARTICLE I - PURPOSE:**

Client desires to engage Bode to render certain professional Services and Deliverables, as those terms are hereafter defined; and Bode desires to render such Services and Deliverables under the terms and conditions of this Agreement.

The term "Services" means those forensic DNA Services, and other related Services that Client may request, and Bode may agree to provide from time to time.

The term "Deliverables" means any Case Report or other material that Client may request and Bode may agree to provide from time to time.

The parties have determined that the Services required by Client will vary in scope, Deliverables, requested personnel (including subcontractors) and performance period, and that such Services may occur from time to time, at Client's request, throughout the term of this Agreement. To accommodate each request for Services, Client will issue to Bode a completed "Batch Manifest" that will identify in detail each expected service request and the associated requirements. A sample Batch Manifest is shown in Exhibit A, attached hereto and incorporated herein by reference.

## **ARTICLE II - PAYMENT AND OTHER EXPENSES:**

- 2.1 Prices are defined in <u>Exhibit B</u> and are valid for the term of this contract. Batch Manifests submitted to Bode must reference the corresponding quotation number or contract number in order to receive the quoted price. Client agrees to pay Bode the total amount specified for the performance of the Services described in a Batch Manifest. Unless otherwise indicated, prices do not include travel nor shipping.
- 2.2 Bode will be paid the amount as specified in this Agreement for the Services provided. Bode will invoice Client for the Services based on the amounts recited in Exhibit B associated with the Services. The invoice will contain a reasonable and sufficient explanation or itemization of the Services rendered under an associated Batch Manifest. Client will pay Bode within thirty (30) but no later than forty-five days of the date of Bode's invoice, unless otherwise specified in the Batch Manifest.
- 2.3 Bode reserves the right to assess a late fee equal to one and one-half percent (1.5%) per month or, if lower, the maximum amount permitted by applicable law, on all amounts not paid when due, calculated on a daily basis beginning with the first day following the invoice due date. Any check or remittance received from or for the account of Client may be accepted and applied by Bode against any indebtedness owing by Client, without prejudice to, or the discharge of, the remainder of any such indebtedness regardless of any condition, provision, statement, legend or notation appearing on, referring to or accompanying any check or remittance.

- 2.4 If Client desires to change or modify the Services in any Batch Manifest, Client will so advise Bode, in writing. If such a change or modification appears to substantially change the Services as recited in a Batch Manifest, Bode and Client will negotiate in good faith an addendum to the Batch Manifest; provided that, the terms and conditions of the addendum are mutually agreeable and expressed as a writing signed by both parties hereto.
- 2.5 Client will be liable for any and all fees (including any sales, customs, import or the like taxes) levied by any local, state, country or international taxing government authority as applicable to the receipt of Services or Deliverables hereunder, and Bode will be entitled to invoice for such fees as such fees occur during or following the Term, as defined in Article III herein. Client will include such taxes with the payment or provide Bode with the appropriate information or documentation to support exemption from such taxes. Client will have no other or further liability to Bode with respect to any tax, duty, levy or like imposition for which Bode may be liable as a result of the supply of the Services or Deliverables.
- 2.6 Unless otherwise provided in this Agreement, Client will not be liable for any other expenses, costs or fees incurred by Bode in the performance of Services under a Batch Manifest other than those specifically identified herein or therein.

### ARTICLE III - TERM:

- 3.1 The "Term" of this Agreement will be for a period of twelve (12) months from the Effective Date, unless earlier terminated under the termination provisions of Article VIII.
- 3.2 Subject to prior approval by the governing authorities by the City of Jackson the parties may extend, upon mutual written agreement, the Term of this Agreement for two, one-year extension periods, as mutually determined by the parties, under the same terms and conditions as recited herein, however pricing may be revised prior to the exercise of each extension period.
- 3.3 It is understood by the parties that a Batch Manifest or service request may be terminated independently of this Agreement, and that a termination of one or more Batch Manifests or service requests does not result in termination of this Agreement, unless this Agreement is terminated as specified in Article VIII.

## **ARTICLE IV - SHIPMENT AND DELIVERY:**

- 4.1 Except as otherwise provided in this Agreement, Client will bear all shipping and transport expenses.
- 4.2 Results and report dates are estimated as accurately as possible at the time orders are placed, unless Bode has given an expressly binding commitment. Reports are sent via email to the contact listed on the Batch Manifest. The case file will be provided upon request.

## ARTICLE V - BODE'S REPORTING DELIVERABLES AND ENGAGEMENT OF SUBCONTRACTORS:

5.1 Bode will report to Client's Point of Contract, which will be identified in writing to Bode via the Batch Manifest.

- 5.2 Bode will provide to Client the Deliverables based on a schedule as specified in each Batch Manifest. If Client requires any other items, material, devices, software, documents, studies, data, analysis or reports which will be considered additional Deliverables, the creation and provision of such additional Deliverables will be the subject of a Batch Manifest as specified above in Paragraph 2.4.
- 5.3 Client acknowledges that Bode will be entitled to engage subcontractors to perform certain Services described in a Batch Manifest, which subcontractor will be under terms and conditions commensurate with this Agreement.

## ARTICLE VI - CONFIDENTIAL AND OR PROPRIETARY INFORMATION:

- 6.1 All non-public, confidential, or proprietary information of the parties ("Confidential information"), including but not limited to specifications, samples, designs, plans, drawings, documents, data, business operations, customer lists, pricing, manuals, discounts or rebates, that the disclosing party discloses to the receiving party, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and regardless of whether marked, designated, or otherwise identified as "confidential," in connection with the Agreement is confidential, solely for the use of performing the Agreement, the Deliverables, or the Services, and may not be disclosed or copied unless authorized in advance by the disclosing party in writing. Upon the disclosing party's request, the receiving party will promptly return all documents and other materials received from the disclosing party.
- In the event the receiving party or anyone to whom the receiving party supplies the Confidential Information receives a request under the terms of a subpoena or order issued by, or in conjunction with litigation pending in, a court of competent jurisdiction or a governmental body, to disclose all or any part of the Confidential Information, the receiving party agrees, to the extent lawful, to (i) promptly notify the disclosing party of the existence, terms, and circumstances surrounding the request; (ii) cooperate and consult with the disclosing party on the advisability of taking legal steps to resist, narrow the scope of, or limit the disclosure of such Confidential Information; (iii) if disclosure of such Confidential Information is required, furnish only that portion of the Confidential Information that, in the opinion of its counsel, the receiving party is required to disclose; and (iv) use its best efforts to enable the disclosing party, at its own expense, to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information that the disclosing party so identifies.
- 6.3 This Article VI does not apply to information that is: (i) in the public domain; (ii) known to the receiving party at the time of disclosure; or (iii) rightfully obtained by the receiving party on a non-confidential basis from a third party.

### ARTICLE VII - INTELLECTUAL PROPERTY/ ACKNOWLEDGMENTS:

7.1 Intellectual Property is defined as any of Bode's Confidential Information as well as ideas, concepts, know-how, techniques, methods, processes, research, developments, software, in whatever form, documents, apparatus, devices, work products or expressions, having either patent, copyright, trade secret, maskwork or any other proprietary right, whether statutory or common law, associated therewith, which are developed, created or generated by Bode, either solely or jointly, during the Term of this Agreement and/or in the performance of Services under each Batch Manifest, and/or which arise under or relate to Bode's Confidential Information.

- 7.2 In the event that Intellectual Property is created, is generated, arose under, is related to or resulted from, as described above in Paragraph 7.1, Client acknowledges that the Intellectual Property, therein or associated therewith, will be held by, vested in and owned entirely by Bode. Client will execute, without additional consideration, all documents reasonably required to confirm Bode's ownership of such Intellectual Property and to secure protection thereon for Bode. Client acknowledges that this Agreement and the Services rendered under any Batch Manifest will not be construed as a "work for hire" or, in the alternative, as applicable, the generation and/or development of a work product will not be solely for the benefit and ownership of Client. Further, all associated and underlying intellectual Property in any and all work products will solely vest in and be for the benefit and ownership of Bode; and as a result Client hereby assigns, transfers and conveys all rights, title and interests therein from Client to Bode, and this document will be considered to confirm such assignment, transfer and conveyance. In the event Client is unavailable or uncooperative after exercising reasonable efforts to obtain Client's signature to execute such additional required documents to confirm assignment, transfer and conveyance of the foregoing Intellectual Property, Client appoints Bode as its agent for the purpose of effectuating such confirmation of ownership and transfer of right, title and interest described herein, and to execute documents on behalf of Client to confirm such assignment, transfer and conveyance.
- 7.3 The Deliverables as described in the Batch Manifest will be delivered to Client subject to Article XIII, and Client will not in any way or manner, either by the inclusion of a corporate name, logo, copyright, marking, trademark or the like, in combination or otherwise, indicate that Client is the source, creator, generator or originator of any such Confidential Information related to the Confidential Information, Deliverables or holder or owner of associated Intellectual Property.
- 7.4 It is understood by Bode that Client will retain all rights, title and interests in any proprietary technology, including but not limited to, existing software or applications in Client's possession prior to the Effective Date hereof, and utilized by Bode in performing the Services under any Batch Manifest. However, if any portion of the Deliverables contains any of the foregoing, Client grants to Bode a worldwide, non-exclusive, irrevocable, royalty-free, fully paid-up, transferable, sub-licensable, perpetual license to use, in any manner, reproduce, modify, improve and prepare derivative works of the foregoing, in connection with performing the Services under this Agreement so as to provide the Deliverables. This Paragraph 7.4 will survive termination of this Agreement.
- 7.5 The parties acknowledge that in the event the Deliverables contemplate significant and material development work, the parties will describe in more detail the obligations associated therewith under a Batch Manifest. Also, the need for applicable separate agreements, such as support and maintenance for the development once completed will be provided apart from this Agreement.

# **ARTICLE VIII - TERMINATION:**

- 8.1 This Agreement may be terminated, with or without cause, by either party with ninety (90) days prior written notice to the other party. No payments will be owed by Client to Bode for Services rendered under all validly executed and in-progress Batch Manifests after the date of termination, except that Bode will be permitted to wind up any work in progress up to thirty (30) days following the date of termination.
- 8.2 In the event of termination of this Agreement either as provided herein or upon expiration of this Agreement: (i) all Services will terminate thirty (30) days following the date of termination; (ii) the receiving party will promptly return all copies of Confidential Information to the disclosing party; (iii) any

Deliverables, in progress, whether or not complete, will be delivered, subject to the license provisions as recited under Article VII, Paragraph 7.4 and Article XIII, by Bode to Client if all amounts due and payable have been paid to Bode as provided hereunder; and (iv) Bode will submit a final invoice and receive payment as provided for under any and all Batch Manifests validly executed and in-progress in accordance with Article II.

- 8.3 Individual Batch Manifests may be terminated without terminating this Agreement based on the discretion of each party relative to the Services rendered under a particular Batch Manifest, subject to the obligations recited under Paragraph 8.2.
- 8.4 In the event a party breaches this Agreement, the aggrieved party will provide written notice of such breach (identifying the nature of the breach) to the breaching party and the breaching party will have a reasonable opportunity to cure (not to exceed ten (10) days) such breach to the non-breaching party's reasonable satisfaction. In the event the breach is not promptly cured, then either party may elect to terminate the Agreement immediately.

## ARTICLE IX - USE OF NAMES/NON-SOLICITATION:

- 9.1 During the Term and following the termination of this Agreement, neither party will use the name of the other party, or the name of any of its subsidiaries or affiliated entities, in any advertising, literature or other publication material or as a reference unless the party seeking to do so seeks written permission from the other party, except that Bode may list Client on its customer list in any marketing materials, and collaterals and in any advertising medium. In addition, neither party will refer to any employee of the other without written permission to do so from the other party. This Paragraph 9.1 will survive termination of this Agreement.
- 9.2 Neither party will, directly or indirectly, solicit for employment, or advise or recommend to any other person that they solicit for employment, any employee or consultant of the other, who was connected with this Agreement or the Services specified in any and all such Batch Manifests, during the Term of this Agreement and for a period of one (1) year after termination and/or expiration of this Agreement.

## ARTICLE X - WARRANTIES ACCEPTANCE:

- 10.1 Bode represents and warrants to Client that it is an independent contractor that makes its services available to the general public, that it has its own regular place of business and that it maintains its own set of books and records, which reflect all items of income and expense of its business and trade. Bode will operate as an independent contractor and will not represent itself to be the agent, employee, partner or joint venturer of Client, nor will Client represent itself to be the agent, employee, partner or joint venturer of Bode. Neither party will obligate the other party in any manner, nor cause the other party to be liable under any contract or under any other type of commitment.
- 10.2 Bode represents and warrants that the Services performed in connection with each Batch Manifest issued hereunder will be of a professional quality.
- 10.3 Bode represents and warrants that the Deliverables developed, created and provided under the Batch Manifests will be original works, and that any third party material that is included in any such

Deliverables will be provided to Client with the same rights as provided under such third party obligations, and Bode will not grant any greater rights than provided by such third party.

10.4 If applicable, and as more particularly recited in or as addressed under a Batch Manifest, Bode will provide the Deliverables, identified under each Batch Manifest, for acceptance by Client. Except where otherwise recited in a Batch Manifest, such acceptance must occur within ten (10) days following the date of delivery of the Deliverables under the relevant Batch Manifest. During such ten (10) days, if Client identifies any problems or non-conformance, Client will notify, in writing, Bode of such problem or non-conformance, and Bode will be permitted thirty (30) days to correct and remedy the problem or non-conformance. Thereafter, Bode will provide a new or corrected Deliverable and the acceptance procedure will start again as provided herein. If Client fails to provide acceptance within such ten (10) days, the Deliverable will be deemed accepted under the acceptance criteria provided herein. If Client substantially modifies, without Bode's authorization, the Deliverable prior to acceptance, then acceptance will likewise be deemed to have occurred.

# **ARTICLE XI - LIMITATION OF LIABILITY AND REMEDY:**

11.1 Bode represents and warrants that the Services performed in connection with each Batch Manifest issued hereunder will be of a professional quality.

### **ARTICLE XII - INTENTIONALLY DELETED**

## **ARTICLE XIII - NO LICENSE:**

13.1 Unless otherwise set forth in this Agreement, the sale of any Deliverables or rendering of Services will not confer upon Client any license, express or implied, under any patents, trademarks, trade name or other proprietary rights owned or controlled by Bode; it being specifically understood and agreed that all such rights are reserved to Bode.

### **ARTICLE XIV - OTHER:**

- 14.1 The parties will comply with all applicable laws, rules, and regulations of the State of Mississippi.
- 14.2 Neither party will be deemed to have breached this Agreement by reason of delay or failure in performance resulting from causes beyond the control, and without the fault or negligence, of the party. Such causes include, but may not be limited to, an act of God, an act of war, rlot, epidemic, fire, flood or other disaster. This Agreement will terminate, as provided under Article VIII, if such delay or failure persists for thirty (30) consecutive days and there is no foreseeable remedy or cure available.
- 14.3 With regard to the subject matter recited herein, this Agreement, any exhibits, any agreements referenced herein, and any addenda or amendments added hereto, comprise the entire understanding of the parties hereto and as such supersedes any oral or written agreement. In the event of a conflict between this Agreement and any other written agreement between the parties specifically covering the same Services or Deliverables, the terms and conditions of such agreement will prevail to the extent of such conflict. A conflict between the terms set forth herein and those set forth in a written Batch Manifest will be resolved in favor of the Batch Manifest. Notwithstanding the above, this Agreement will prevail over any differing or additional terms and conditions proposed by Client, including, without limitation, those contained in any invoice.

- 14.4 This Agreement will not be modified or amended except by writing signed by both parties. The signatories below acknowledge that the signatories are authorized to bind each party. All requirements for notices hereunder must be in writing. The parties further acknowledge that facsimile signatures or signatures in PDF format are fully binding and constitute a legal method of executing this Agreement.
- 14.5 If any of the provisions of this Agreement are declared to be invalid, such provisions will be severed from this Agreement and the other provisions hereof will remain in full force and effect.
- 14.6 Neither party will transfer, assign or hypothecate, in whole or in part, this Agreement or any rights or obligations hereunder, provided that Bode may hire or engage one or more subcontractors to perform certain Services pursuant to Paragraph 5.3 herein. In the event of any permitted assignment or transfer of this Agreement or the obligations under this Agreement, the parties agree that such obligations will be binding upon the assigning or transferring party's executors, administrators and legal representatives, and the rights of assignor or transferor will inure to the benefit of assignee or transferee.
- 14.7 Client warrants that all access to and users of the Deliverables are authorized users of Client.
- 14.8 The Agreement may be executed in one or more counterparts, each of which will be deemed to be a duplicate original, but all of which, taken together, will be deemed to constitute a single instrument.
- 14.9 In connection with a U.S. Government Licensee, the Deliverable and any associated documentation qualify as "commercial items" as that term is defined at Federal Acquisition Regulation ("FAR") 48 CFR 2.101, consisting of "commercial computer software" "and "commercial computer documentation" as such items are used in FAR 12.212, Consistent with FAR 12.212 and Department of Defense FAR (DFAR) Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated. U.S. Government Licensee will acquire the Deliverables and associated documentation with only those rights set forth in this Agreement. Further, any U.S. Government download, access and use of the Deliverables and associated documentation constitutes the U. S. Government's acknowledgement that the Deliverables and associated documentation are "commercial computer software" and "commercial computer software documentation." As applicable and so marked with respect to the Deliverables and associated documentation, the U.S. Government will acquire the Deliverables and related documentation with at least applicable Limited Rights and Restricted Rights as defined under the relevant and applicable FARs and DFARs.
- 14.10 This Agreement is governed by and construed and interpreted in accordance with the laws of the State of Mississippi. Any claim or dispute associated with or arising out of this Agreement will be resolved exclusively by a court of competent jurisdiction in the State of Mississippi.
- 14.11 NOTICES Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to BODE at:

Bode Cellmark Forensics, Inc. 10430 Furnace Road, Suite 107

Lorton, VA 22079

Attn: Contract Department

and to CLIENT at:

Jackson Police Department

Address

City, State, Zip code

Attn:

Accepted and agreed to by the duly authorized signatories below:

BODE:

Bv:

Michael Cariola, CEO/President

its authorized agent

CLIENT:

Bv: U

Chokwe A Lumumba Mayor

its authorized agent



# **EXHIBIT A**



# Case Submission Form

Bode Technology 19430 Furnam Rd. Shi 197 Lorion, VA 22079 Phora: 886-225-3443 Fac. 703-848-9741 Sode service Ghostelet, con

Submiting Agency:  Billing Information: Name:		)ate:
Name:	Print	
		settled of Payment:
		☐ Purchase Order #:
Agenty;		Oontract #:
Address:		Credit Card: call 865-263-3443 x787 to provide
City/State/Zip: Office Number:		Other:
77/19/02	_	
Fax Number:	_	
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Quote entricer:	-	
Report Mailing Address:	Alt	vidence Return: I mideron and generated extracts will be returned to this address fallo
Athers the report will be sent. Note: FedEX carenot deliver to PO but		a deliberry of the case roport, unless otherwise specified.
Name:		erwe:
Agency:		gendy:
Address:		ddraes:
City/State/Zigi:		ity/State/Zip:
Office Number:		files Number:
Fax Number:		ex Mumber:
Emalk	Em	mali:
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# **EXHIBIT 8**



Jackson Police Department March 30, 2023 Quote 0721-099GSA

# **Terms and Conditions**

The pricing and scope of work attached is valid until June 30, 2023 unless entered into a contract. Terms of payment are Net-30 directly billed to the Client. All testing at Bode is subject to our <u>Terms and Conditions</u>.

Standard Turnaround Time for STR analysis: TBD

Item Name	Description	GSA Price	10 % Discount (> 16
444			Semples Submitted)
S11E01 SYR ONA analysis – Non-Differential Evidence	DNA analysis for one prescreened non-differential evidence sample.	\$1426.80 per sample	\$1,284.12 per sample
S11501 STR ONA analysis Differential Evidence Sample	DNA analysis for one prescreened differential evidence sample.	\$1653.90 per sample	\$1488.51 per sample
D11001 DNA analysis- Stop at Quent	Samples stopped at quantification step.	\$834,36 per sample	\$750.92 per sample
S11R01 DNA analysis Reference Sample	DNA enalysis (autosomat STR) for one reference sample blood card or buccat swab!	\$839.29 per sample	\$755.61 per sample

ftem Name	Description	Price
£11W02 Expert Witness Fac (Hourly)	Testimony charges are assessed for all time Analyst is not at work (to include travel time)	\$345,59 per hour per analyst obs travel exponsor
Expert Witness Fee (Video)	Expert witness fee per hour for testimony via video feed.	\$345.59 per hour per analyst



# Jackson Police Department March 30, 2023 Quote 0721-099GSA

Iten Name	Description	Price
^Forensic Biology, STR, Y-STR, miniSTR Analysis	5 Business Days (1 week)	300% per sample
^Ferensic Biology, STR, Y-STR, miniSTR Analysis	10 Business Days (2 weeks)	150% per sample
^Forensic Biology, STR, Y-STR, miniSTR Analysis	20 Business Days (3 weeks)	75% per sample

<sup>\*</sup>Expedited Service availability must be confirmed by Bode Calimark prior to submitting evidence. These fees are in additional to processing charges.

**CONTRACT NUMBER: JACKSONPD-2023** 

### **MASTER SERVICES AGREEMENT**

This Master Services Agreement (the "Agreement") is entered into this day of
, 2023 (the "Effective Date"), by and between Bode Cellmark Forensics, Inc. ("Bode"), (Insert
address) and JACKSON POLICE DEPARTMENT ("Client"), (Insert address). Bode and Client may be
alternately referred to herein as "party," individually, and "parties," collectively.

### **ARTICLE I - PURPOSE:**

Client desires to engage Bode to render certain professional Services and Deliverables, as those terms are hereafter defined; and Bode desires to render such Services and Deliverables under the terms and conditions of this Agreement.

The term "Services" means those forensic DNA Services, and other related Services that Client may request, and Bode may agree to provide from time to time.

The term "Deliverables" means any Case Report or other material that Client may request and Bode may agree to provide from time to time.

The parties have determined that the Services required by Client will vary in scope, Deliverables, requested personnel (including subcontractors) and performance period, and that such Services may occur from time to time, at Client's request, throughout the term of this Agreement. To accommodate each request for Services, Client will issue to Bode a completed "Batch Manifest" that will identify in detail each expected service request and the associated requirements. A sample Batch Manifest is shown in Exhibit A attached hereto and incorporated herein by reference.

## ARTICLE II - PAYMENT AND OTHER EXPENSES:

- 2.1 Prices are defined in Exhibit B and are valid for the term of this contract. Batch Manifests submitted to Bode must reference the corresponding quotation number or contract number in order to receive the quoted price. Client agrees to pay Bode the total amount specified for the performance of the Services described in a Batch Manifest. Unless otherwise indicated, prices do not include travel nor shipping.
- 2.2 Bode will be paid the amount as specified in this Agreement for the Services provided. Bode will invoice Client for the Services based on the amounts recited in Exhibit B associated with the Services. The invoice will contain a reasonable and sufficient explanation or itemization of the Services rendered under an associated Batch Manifest. Client will pay Bode within thirty (30) but no later than forty-five days of the date of Bode's invoice, unless otherwise specified in the Batch Manifest.
- 2.3 Bode reserves the right to assess a late fee equal to one and one-half percent (1.5%) per month or, if lower, the maximum amount permitted by applicable law, on all amounts not paid when due, calculated on a daily basis beginning with the first day following the invoice due date. Any check or remittance received from or for the account of Client may be accepted and applied by Bode against any indebtedness owing by Client, without prejudice to, or the discharge of, the remainder of any such indebtedness regardless of any condition, provision, statement, legend or notation appearing on, referring to or accompanying any check or remittance.

Page 1 of 10

- 2.4 If Client desires to change or modify the Services in any Batch Manifest, Client will so advise Bode, in writing. If such a change or modification appears to substantially change the Services as recited in a Batch Manifest, Bode and Client will negotiate in good faith an addendum to the Batch Manifest; provided that, the terms and conditions of the addendum are mutually agreeable and expressed as a writing signed by both parties hereto.
- 2.5 Client will be liable for any and all fees (including any sales, customs, import or the like taxes) levied by any local, state, country or international taxing government authority as applicable to the receipt of Services or Deliverables hereunder, and Bode will be entitled to invoice for such fees as such fees occur during or following the Term, as defined in Article III herein. Client will include such taxes with the payment or provide Bode with the appropriate information or documentation to support exemption from such taxes. Client will have no other or further liability to Bode with respect to any tax, duty, levy or like imposition for which Bode may be liable as a result of the supply of the Services or Deliverables.
- 2.6 Unless otherwise provided in this Agreement, Client will not be liable for any other expenses, costs or fees incurred by Bode in the performance of Services under a Batch Manifest other than those specifically Identified herein or therein.

# ARTICLE III - TERM:

- 3.1 The "Term" of this Agreement will be for a period of twelve (12) months from the Effective Date, unless earlier terminated under the termination provisions of Article VIII.
- 3.2 Subject to prior approval by the governing authorities by the City of Jackson the parties may extend, upon mutual written agreement, the Term of this Agreement for two, one-year extension periods, as mutually determined by the parties, under the same terms and conditions as recited herein, however pricing may be revised prior to the exercise of each extension period.
- 3.3 It is understood by the parties that a Batch Manifest or service request may be terminated independently of this Agreement, and that a termination of one or more Batch Manifests or service requests does not result in termination of this Agreement, unless this Agreement is terminated as specified in Article VIII.

# ARTICLE IV - SHIPMENT AND DELIVERY:

- 4.1 Except as otherwise provided in this Agreement, Client will bear all shipping and transport expenses.
- 4.2 Results and report dates are estimated as accurately as possible at the time orders are placed, unless Bode has given an expressly binding commitment. Reports are sent via email to the contact listed on the Batch Manifest. The case file will be provided upon request.

# ARTICLE V - BODE'S REPORTING DELIVERABLES AND ENGAGEMENT OF SUBCONTRACTORS:

5.1 Bode will report to Client's Point of Contract, which will be identified in writing to Bode via the Batch Manifest.

- 5.2 Bode will provide to Client the Deliverables based on a schedule as specified in each Batch Manifest. If Client requires any other items, material, devices, software, documents, studies, data, analysis or reports which will be considered additional Deliverables, the creation and provision of such additional Deliverables will be the subject of a Batch Manifest as specified above in Paragraph 2.4.
- 5.3 Client acknowledges that Bode will be entitled to engage subcontractors to perform certain Services described in a Batch Manifest, which subcontractor will be under terms and conditions commensurate with this Agreement.

#### ARTICLE VI - CONFIDENTIAL AND OR PROPRIETARY INFORMATION:

- 6.1 All non-public, confidential, or proprietary information of the parties ("Confidential Information"), including but not limited to specifications, samples, designs, plans, drawings, documents, data, business operations, customer lists, pricing, manuals, discounts or rebates, that the disclosing party discloses to the receiving party, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and regardless of whether marked, designated, or otherwise identified as "confidential," in connection with the Agreement is confidential, solely for the use of performing the Agreement, the Deliverables, or the Services, and may not be disclosed or copied unless authorized in advance by the disclosing party in writing. Upon the disclosing party's request, the receiving party will promptly return all documents and other materials received from the disclosing party.
- In the event the receiving party or anyone to whom the receiving party supplies the Confidential Information receives a request under the terms of a subpoena or order issued by, or in conjunction with litigation pending in, a court of competent jurisdiction or a governmental body, to disclose all or any part of the Confidential Information, the receiving party agrees, to the extent lawful, to (i) promptly notify the disclosing party of the existence, terms, and circumstances surrounding the request; (ii) cooperate and consult with the disclosing party on the advisability of taking legal steps to resist, narrow the scope of, or limit the disclosure of such Confidential Information; (iii) if disclosure of such Confidential Information is required, furnish only that portion of the Confidential Information that, in the opinion of its counsel, the receiving party is required to disclose; and (iv) use its best efforts to enable the disclosing party, at its own expense, to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information that the disclosing party so identifies.
- 6.3 This Article VI does not apply to information that is: (i) in the public domain; (ii) known to the receiving party at the time of disclosure; or (iii) rightfully obtained by the receiving party on a non-confidential basis from a third party.

# ARTICLE VII - INTELLECTUAL PROPERTY/ ACKNOWLEDGMENTS:

7.1 Intellectual Property is defined as any of Bode's Confidential Information as well as ideas, concepts, know-how, techniques, methods, processes, research, developments, software, in whatever form, documents, apparatus, devices, work products or expressions, having either patent, copyright, trade secret, maskwork or any other proprietary right, whether statutory or common law, associated therewith, which are developed, created or generated by Bode, either solely or jointly, during the Term of this Agreement and/or in the performance of Services under each Batch Manifest, and/or which arise under or relate to Bode's Confidential Information.

- 7.2 In the event that Intellectual Property is created, is generated, arose under, is related to or resulted from, as described above in Paragraph 7.1, Client acknowledges that the Intellectual Property, therein or associated therewith, will be held by, vested in and owned entirely by Bode. Client will execute, without additional consideration, all documents reasonably required to confirm Bode's ownership of such Intellectual Property and to secure protection thereon for Bode. Client acknowledges that this Agreement and the Services rendered under any Batch Manifest will not be construed as a "work for hire" or, in the alternative, as applicable, the generation and/or development of a work product will not be solely for the benefit and ownership of Client. Further, all associated and underlying Intellectual Property in any and all work products will solely vest in and be for the benefit and ownership of Bode; and as a result Client hereby assigns, transfers and conveys all rights, title and interests therein from Client to Bode, and this document will be considered to confirm such assignment, transfer and conveyance. In the event Client is unavailable or uncooperative after exercising reasonable efforts to obtain Client's signature to execute such additional required documents to confirm assignment, transfer and conveyance of the foregoing Intellectual Property, Client appoints Bode as its agent for the purpose of effectuating such confirmation of ownership and transfer of right, title and interest described herein, and to execute documents on behalf of Client to confirm such assignment, transfer and conveyance.
- 7.3 The Deliverables as described in the Batch Manifest will be delivered to Client subject to Article XIII, and Client will not in any way or manner, either by the inclusion of a corporate name, logo, copyright, marking, trademark or the like, in combination or otherwise, indicate that Client is the source, creator, generator or originator of any such Confidential Information related to the Confidential Information, Deliverables or holder or owner of associated intellectual Property.
- 7.4 It is understood by Bode that Client will retain all rights, title and interests in any proprietary technology, including but not limited to, existing software or applications in Client's possession prior to the Effective Date hereof, and utilized by Bode in performing the Services under any Batch Manifest. However, if any portion of the Deliverables contains any of the foregoing, Client grants to Bode a worldwide, non-exclusive, irrevocable, royalty-free, fully paid-up, transferable, sub-licensable, perpetual license to use, in any manner, reproduce, modify, improve and prepare derivative works of the foregoing, in connection with performing the Services under this Agreement so as to provide the Deliverables. This Paragraph 7.4 will survive termination of this Agreement.
- 7.5 The parties acknowledge that in the event the Deliverables contemplate significant and material development work, the parties will describe in more detail the obligations associated therewith under a Batch Manifest. Also, the need for applicable separate agreements, such as support and maintenance for the development once completed will be provided apart from this Agreement.

# **ARTICLE VIII - TERMINATION:**

- 8.1 This Agreement may be terminated, with or without cause, by either party with ninety (90) days prior written notice to the other party. No payments will be owed by Client to Bode for Services rendered under all validly executed and in-progress Batch Manifests after the date of termination, except that Bode will be permitted to wind up any work in progress up to thirty (30) days following the date of termination.
- 8.2 In the event of termination of this Agreement either as provided herein or upon expiration of this Agreement: (i) all Services will terminate thirty (30) days following the date of termination; (ii) the receiving party will promptly return all copies of Confidential Information to the disclosing party; (iii) any

Deliverables, in progress, whether or not complete, will be delivered, subject to the license provisions as recited under Article VII, Paragraph 7.4 and Article XIII, by Bode to Client if all amounts due and payable have been paid to Bode as provided hereunder; and (iv) Bode will submit a final invoice and receive payment as provided for under any and all Batch Manifests validly executed and in-progress in accordance with Article II.

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- 9.1 During the Term and following the termination of this Agreement, neither party will use the name of the other party, or the name of any of its subsidiaries or affiliated entities, in any advertising, literature or other publication material or as a reference unless the party seeking to do so seeks written permission from the other party, except that Bode may list Client on its customer list in any marketing materials, and collaterals and in any advertising medium. In addition, neither party will refer to any employee of the other without written permission to do so from the other party. This Paragraph 9.1 will survive termination of this Agreement.
- 9.2 Neither party will, directly or indirectly, solicit for employment, or advise or recommend to any other person that they solicit for employment, any employee or consultant of the other, who was connected with this Agreement or the Services specified in any and all such Batch Manifests, during the Term of this Agreement and for a period of one (1) year after termination and/or expiration of this Agreement.

### ARTICLE X - WARRANTIES ACCEPTANCE:

- 10.1 Bode represents and warrants to Client that it is an independent contractor that makes its services available to the general public, that it has its own regular place of business and that it maintains its own set of books and records, which reflect all items of income and expense of its business and trade. Bode will operate as an independent contractor and will not represent itself to be the agent, employee, partner or joint venturer of Client, nor will Client represent itself to be the agent, employee, partner or joint venturer of Bode. Neither party will obligate the other party in any manner, nor cause the other party to be liable under any contract or under any other type of commitment.
- 10.2 Bode represents and warrants that the Services performed in connection with each Batch Manifest issued hereunder will be of a professional quality.
- 10.3 Bode represents and warrants that the Deliverables developed, created and provided under the Batch Manifests will be original works, and that any third party material that is included in any such

Deliverables will be provided to Client with the same rights as provided under such third party obligations, and Bode will not grant any greater rights than provided by such third party.

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### ARTICLE XI - LIMITATION OF LIABILITY AND REMEDY:

11.1 Bode represents and warrants that the Services performed in connection with each Batch Manifest issued hereunder will be of a professional quality.

## **ARTICLE XII - INTENTIONALLY DELETED**

### **ARTICLE XIII - NO LICENSE:**

13.1 Unless otherwise set forth in this Agreement, the sale of any Deliverables or rendering of Services will not confer upon Client any license, express or implied, under any patents, trademarks, trade name or other proprietary rights owned or controlled by Bode; it being specifically understood and agreed that all such rights are reserved to Bode.

### ARTICLE XIV - OTHER:

- 14.1 The parties will comply with all applicable laws, rules, and regulations of the State of Mississippi.
- 14.2 Neither party will be deemed to have breached this Agreement by reason of delay or failure in performance resulting from causes beyond the control, and without the fault or negligence, of the party. Such causes include, but may not be limited to, an act of God, an act of war, riot, epidemic, fire, flood or other disaster. This Agreement will terminate, as provided under Article VIII, if such delay or failure persists for thirty (30) consecutive days and there is no foreseeable remedy or cure available.
- 14.3 With regard to the subject matter recited herein, this Agreement, any exhibits, any agreements referenced herein, and any addenda or amendments added hereto, comprise the entire understanding of the parties hereto and as such supersedes any oral or written agreement. In the event of a conflict between this Agreement and any other written agreement between the parties specifically covering the same Services or Deliverables, the terms and conditions of such agreement will prevail to the extent of such conflict. A conflict between the terms set forth herein and those set forth in a written Batch Manifest will be resolved in favor of the Batch Manifest. Notwithstanding the above, this Agreement will prevail over any differing or additional terms and conditions proposed by Client, including, without limitation, those contained in any invoice.

- 14.4 This Agreement will not be modified or amended except by writing signed by both parties. The signatories below acknowledge that the signatories are authorized to bind each party. All requirements for notices hereunder must be in writing. The parties further acknowledge that facsimile signatures or signatures in PDF format are fully binding and constitute a legal method of executing this Agreement.
- 14.5 If any of the provisions of this Agreement are declared to be invalid, such provisions will be severed from this Agreement and the other provisions hereof will remain in full force and effect.
- 14.6 Neither party will transfer, assign or hypothecate, in whole or in part, this Agreement or any rights or obligations hereunder, provided that Bode may hire or engage one or more subcontractors to perform certain Services pursuant to Paragraph 5.3 herein. In the event of any permitted assignment or transfer of this Agreement or the obligations under this Agreement, the parties agree that such obligations will be binding upon the assigning or transferring party's executors, administrators and legal representatives, and the rights of assignor or transferor will inure to the benefit of assignee or transferee.
- 14.7 Client warrants that all access to and users of the Deliverables are authorized users of Client.
- 14.8 The Agreement may be executed in one or more counterparts, each of which will be deemed to be a duplicate original, but all of which, taken together, will be deemed to constitute a single instrument.
- 14.9 In connection with a U.S. Government Licensee, the Deliverable and any associated documentation qualify as "commercial items" as that term is defined at Federal Acquisition Regulation ("FAR") 48 CFR 2.101, consisting of "commercial computer software" "and "commercial computer documentation" as such items are used in FAR 12.212, Consistent with FAR 12.212 and Department of Defense FAR (DFAR) Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated. U.S. Government Licensee will acquire the Deliverables and associated documentation with only those rights set forth in this Agreement. Further, any U.S. Government download, access and use of the Deliverables and associated documentation constitutes the U.S. Government's acknowledgement that the Deliverables and associated documentation are "commercial computer software" and "commercial computer software documentation." As applicable and so marked with respect to the Deliverables and associated documentation, the U.S. Government will acquire the Deliverables and related documentation with at least applicable Limited Rights and Restricted Rights as defined under the relevant and applicable FARs and DFARs.
- 14.10 This Agreement is governed by and construed and Interpreted in accordance with the laws of the State of Mississippi. Any claim or dispute associated with or arising out of this Agreement will be resolved exclusively by a court of competent jurisdiction in the State of Mississippi.
- 14.11 NOTICES Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to BODE at:

Bode Cellmark Forensics, Inc. 10430 Furnace Road, Suite 107

Lorton, VA 22079

Attn: Contract Department

and to CLIENT at:

**Jackson Police Department** 

Address

City, State, Zip code

Attn:

Accepted and agreed to by the duly authorized signatories below:

BODE:

Bv:

Michael Cariola, CEO/President

its authorized agent

CLIENT:

Rv.

Chokwe A Lumumba, Mayor

its authorized agent

# **EXHIBIT A**



# Case Submission Form

Botin Technology 10430 Fernand Rd, Sin 197 Levien, VA 22070 Flores: 800-203-3443 Fac: 703-848-9743 Industrial Gradulation con

either along with the evidence or directly to Technical	Serv	e, this form must be filled out in its entirety. Please submit tervices. Prior to submitting a case, please call Technical or toll free at 856-263-3443 x787
Submitting Agency:		Criss nee at 650-203-3445 xr62 Date:
Billing Information:	104	Mathod of Payment:
Name:		Punchasa Order 9:
Agency:		Contract #:
Address:	10000	Credit Card: call 868-263-3443 x767 to provide
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Report Making Address:	17.3	Evidence Risturio:
Was the report will be sent. Note: Fed EX carnol deliver to PO besses.		and the case report, union often about the specified.
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I hereby certify that the information provided on this Gage understand that I will be charged for services a Point of Contact Print Name		ubmission form is socurate to the best of my knowledge. I carding to the pricing that I have received.

Page 1



# **Terms and Conditions**

The pricing and scope of work attached is valid until **November 30, 2023** unless entered into a contract. Terms ofpayment are Net-30 directly billed to the Client. All testing at Bode is subject to our Terms and Conditions. Standard Turnaround Time for STR analysis: TBD

#### **DNA Analysis**

Item Name	Description	GSA Price	10 % Discount (> 16 Samples Submitted)
S11E01 STR DNA analysis – Non-Differential Evidence Sample	DNA analysis for one prescreened non-differential evidence sample.	\$1426.80 per sample	\$1,284.12 per sample
S11S01 STR DNA analysis – Differential Evidence Sample	DNA analysis for one prescreened differential evidence sample.	\$1653.90 per sample	\$1488.51 per sample
Q11D01 DNA analysis- Stop at Quant	Samples stopped at quantification step.	\$834.36 per sample	\$750.92 per sample
S11R01 DNA analysis- Reference Sample	DNA analysis (autosomal STR) for one reference sample (blood card or buccal swab)	\$839.29 per sample	\$755.61 per sample

## Testimony

Item Name	Description	Price	
E11W02 Expert Witness Fee (Hourly)	Testimony charges are assessed for all time Analyst is not at work (to include travel time)	\$345.59 per hour per analyst plus travel expenses	
Expert Witness Fee (Video)	Expert witness fee per hour for testimony via video feed.	\$345.59 per hour per analyst	

### **Additional Services**

Item Name	Description	Price
E11C02 Comparison to a Previously Generated DNA Profile – Minimum 1 hour	Comparison when a reference standard is submitted after evidence is reported, requiring an additional report.	\$345.59 per hour



# Jackson Police Department March 30, 2023 Quote 0721-099GSA

ush Surcharges Item Name	Description	Price
^Forensic Biology, STR, Y-STR, miniSTR Analysis	5 Business Days (1 week)	300% per sample
^Forensic Biology, STR, Y-STR, miniSTR Analysis	10 Business Days (2 weeks)	150% per sample
^Forensic Biology, STR, Y-STR, miniSTR Analysis	20 Business Days (3 weeks)	75% per sample

<sup>^</sup>Expedited Service availability must be confirmed by Bode Cellmark prior to submitting evidence. These fees are in additional to processing charges.

ORDER AUTHORIZING THE MAYOR TO EXECUTE MASTER SERVICES AGREEMENT WITH BODE CELLULAR FORENSICS, INC. ("BODE") TO PROVIDE FORENSIC DNA TESTING RELATED TO CASES ALLEGING SEXUAL ASSAULT.

WHEREAS, the Jackson Police Department is a law enforcement agency which on occasion receives reports of the commission of sexual assault crimes; and

WHEREAS, analyzing and matching DNA evidence obtained from sexual assault kits, crime scenes or other sources is essential to the prosecution of suspects alleged to have committed crimes related to sexual assault; and

WHEREAS, BODE CELLMARK FORENSICS Inc., whose address is 10430 Furnace Road, Ste 107, Lorton, Virginia 22079 presented a Master Services agreement to the Jackson Police Department for services related to collecting, analyzing, and reporting DNA; and

WHEREAS, the Jackson Police Department recommends that the City of Jackson execute a Master Services Agreement with BODE for the performance of services which include but are not limited to (1) analyzing and determining the presence or absence of DNA from samples; (2) collection of DNA samples; (3) comparison of DNA samples from suspect and assault victims; (4) reporting the results (5) submitting possible DNA matches or hits to the Combined DNA Index System (CODIS); and

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute a Master Services Agreement with Bode containing the following provisions:

Contract Number: <u>JACKSONPD-2023</u>

# **Master Services Agreement**

This	Master	Services	Agreement	(the	"Agreement")	is	entered	into	this	day
of					ffective Date"),					
Foren	sics, Inc.	("Bode"),	(Insert addre	ess) a	nd JACKSON Po	OLI	CE DEPA	ARTM	IENT (	("Client"),
(Inser	t address)	. Bode an	d Client may	be al	ternately referre	d to	herein as	"part	y," ind	lividually,
and "	parties," c	ollectively								
ARTI	CLE I - P	URPOSE								

Client desires to engage Bode to render certain professional Services and Deliverables, as those terms are hereafter defined; and Bode desires to render such Services and Deliverables under the terms and conditions of this Agreement.

The term "Services" means those forensic DNA Services, and other related Services that Client may request, and Bode may agree to provide from time to time.

The term "Deliverables" means any Case Report or other material that Client may request and Bode may agree to provide from time to time.

The parties have determined that the Services required by Client will vary in scope, Deliverables, requested personnel (including subcontractors) and performance period, and that such Services may occur from time to time, at Client's request, throughout the term of this Agreement. To accommodate each request for Services, Client will issue to Bode a completed "Batch Manifest" that will identify in detail each expected service request and the associated requirements. A sample Batch Manifest is shown in Exhibit A, attached hereto and incorporated herein by reference.

# ARTICLE II - PAYMENT AND OTHER EXPENSES:

- 2.1 Prices are defined in Exhibit B and are valid for the term of this contract. Batch Manifests submitted to Bode must reference the corresponding quotation number or contract number in order to receive the quoted price. Client agrees to pay Bode the total amount specified for the performance of the Services described in a Batch Manifest. Unless otherwise indicated, prices do not include travel nor shipping.
- Bode will be paid the amount as specified in this Agreement for the Services provided. Bode will invoice Client for the Services based on the amounts recited in Exhibit B associated with the Services. The invoice will contain a reasonable and sufficient explanation or itemization of the Services rendered under an associated Batch Manifest. Client will pay Bode within thirty (30) but no later than forty-five days of the date of Bode's invoice, unless otherwise specified in the Batch Manifest.
- 2.3 Bode reserves the right to assess a late fee equal to one and one-half percent (1.5%) per month or, if lower, the maximum amount permitted by applicable law, on all amounts not paid when due, calculated on a daily basis beginning with the first day following the invoice due date. Any check or remittance received from or for the account of Client may be accepted and applied by Bode against any indebtedness owing by Client, without prejudice to, or the discharge of, the remainder of any such indebtedness regardless of any condition, provision, statement, legend or notation appearing on, referring to or accompanying any check or remittance.
- 2.4 If Client desires to change or modify the Services in any Batch Manifest, Client will so advise Bode, in writing. If such a change or modification appears to substantially change the Services as recited in a Batch Manifest, Bode and Client will negotiate in good faith an addendum to the Batch Manifest; provided that, the terms and conditions of the addendum are mutually agreeable and expressed as a writing signed by both parties hereto.

- Client will be liable for any and all fees (including any sales, customs, import or the like taxes) levied by any local, state, country or international taxing government authority as applicable to the receipt of Services or Deliverables hereunder, and Bode will be entitled to invoice for such fees as such fees occur during or following the Term, as defined in Article III herein. Client will include such taxes with the payment or provide Bode with the appropriate information or documentation to support exemption from such taxes. Client will have no other or further liability to Bode with respect to any tax, duty, levy or like imposition for which Bode may be liable as a result of the supply of the Services or Deliverables.
- 2.6 Unless otherwise provided in this Agreement, Client will not be liable for any other expenses, costs or fees incurred by Bode in the performance of Services under a Batch Manifest other than those specifically identified herein or therein.

# ARTICLE III - TERM:

- 3.1 The "Term" of this Agreement will be for a period of twelve (12) months from the Effective Date, unless earlier terminated under the termination provisions of Article VIII.
- 3.2 Subject to prior approval by the governing authorities by the City of Jackson the parties may extend, upon mutual written agreement, the Term of this Agreement for two, one-year extension periods, as mutually determined by the parties, under the same terms and conditions as recited herein, however pricing may be revised prior to the exercise of each extension period.
- 3.3 It is understood by the parties that a Batch Manifest or service request may be terminated independently of this Agreement, and that a termination of one or more Batch Manifests or service requests does not result in termination of this Agreement, unless this Agreement is terminated as specified in Article VIII.

# ARTICLE IV - SHIPMENT AND DELIVERY:

- 4.1 Except as otherwise provided in this Agreement, Client will bear all shipping and transport expenses.
- 4.2 Results and report dates are estimated as accurately as possible at the time orders are placed, unless Bode has given an expressly binding commitment. Reports are sent via email to the contact listed on the Batch Manifest. The case file will be provided upon request.

# ARTICLE V - BODE'S REPORTING, DELIVERABLES, AND ENGAGEMENT OF SUBCONTRACTORS:

- 5.1 Bode will report to Client's Point of Contract, which will be identified in writing to Bode via the Batch Manifest.
- Bode will provide to Client the Deliverables based on a schedule as specified in each Batch Manifest. If Client requires any other items, material, devices, software, documents, studies, data, analysis or reports which will be considered additional Deliverables, the creation and provision of such additional Deliverables will be the subject of a Batch Manifest as specified above in Paragraph 2.4.

5.3 Client acknowledges that Bode will be entitled to engage subcontractors to perform certain Services described in a Batch Manifest, which subcontractor will be under terms and conditions commensurate with this Agreement.

# ARTICLE VI - CONFIDENTIAL AND/OR PROPRIETARY INFORMATION:

- All non-public, confidential, or proprietary information of the parties ("Confidential Information"), including but not limited to specifications, samples, designs, plans, drawings, documents, data, business operations, customer lists, pricing, manuals, discounts or rebates, that the disclosing party discloses to the receiving party, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and regardless of whether marked, designated, or otherwise identified as "confidential," in connection with the Agreement is confidential, solely for the use of performing the Agreement, the Deliverables, or the Services, and may not be disclosed or copied unless authorized in advance by the disclosing party in writing. Upon the disclosing party's request, the receiving party will promptly return all documents and other materials received from the disclosing party.
- In the event the receiving party or anyone to whom the receiving party supplies the Confidential Information receives a request under the terms of a subpoena or order issued by, or in conjunction with litigation pending in, a court of competent jurisdiction or a governmental body, to disclose all or any part of the Confidential Information, the receiving party agrees, to the extent lawful, to (i) promptly notify the disclosing party of the existence, terms, and circumstances surrounding the request; (ii) cooperate and consult with the disclosing party on the advisability of taking legal steps to resist, narrow the scope of, or limit the disclosure of such Confidential Information; (iii) if disclosure of such Confidential Information is required, furnish only that portion of the Confidential Information that, in the opinion of its counsel, the receiving party is required to disclose; and (iv) use its best efforts to enable the disclosing party, at its own expense, to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information that the disclosing party so identifies.
- 6.3 This Article VI does not apply to information that is: (i) in the public domain; (ii) known to the receiving party at the time of disclosure; or (iii) rightfully obtained by the receiving party on a non-confidential basis from a third party.

# ARTICLE VII - INTELLECTUAL PROPERTY/ ACKNOWLEDGMENTS:

- 7.1 Intellectual Property is defined as any of Bode's Confidential Information as well as ideas, concepts, know-how, techniques, methods, processes, research, developments, software, in whatever form, documents, apparatus, devices, work products or expressions, having either patent, copyright, trade secret, maskwork or any other proprietary right, whether statutory or common law, associated therewith, which are developed, created or generated by Bode, either solely or jointly, during the Term of this Agreement and/or in the performance of Services under each Batch Manifest, and/or which arise under or relate to Bode's Confidential Information.
- 7.2 In the event that Intellectual Property is created, is generated, arose under, is related to or resulted from, as described above in Paragraph 7.1, Client acknowledges that the Intellectual Property, therein or associated therewith, will be held by, vested in and owned entirely by

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Bode. Client will execute, without additional consideration, all documents reasonably required to confirm Bode's ownership of such Intellectual Property and to secure protection thereon for Bode. Client acknowledges that this Agreement and the Services rendered under any Batch Manifest will not be construed as a "work for hire" or, in the alternative, as applicable, the generation and/or development of a work product will not be solely for the benefit and ownership of Client. Further, all associated and underlying Intellectual Property in any and all work products will solely vest in and be for the benefit and ownership of Bode; and as a result Client hereby assigns, transfers and conveys all rights, title and interests therein from Client to Bode, and this document will be considered to confirm such assignment, transfer and conveyance. In the event Client is unavailable or uncooperative after exercising reasonable efforts to obtain Client's signature to execute such additional required documents to confirm assignment, transfer and conveyance of the foregoing Intellectual Property, Client appoints Bode as its agent for the purpose of effectuating such confirmation of ownership and transfer of right, title and interest described herein, and to execute documents on behalf of Client to confirm such assignment, transfer and conveyance.

- 7.3 The Deliverables as described in the Batch Manifest will be delivered to Client subject to Article XIII, and Client will not in any way or manner, either by the inclusion of a corporate name, logo, copyright, marking, trademark or the like, in combination or otherwise, indicate that Client is the source, creator, generator or originator of any such Confidential Information related to the Confidential Information, Deliverables or holder or owner of associated Intellectual Property.
- 7.4 It is understood by Bode that Client will retain all rights, title and interests in any proprietary technology, including but not limited to, existing software or applications in Client's possession prior to the Effective Date hereof, and utilized by Bode in performing the Services under any Batch Manifest. However, if any portion of the Deliverables contains any of the foregoing, Client grants to Bode a worldwide, non-exclusive, irrevocable, royalty-free, fully paidup, transferable, sub-licensable, perpetual license to use, in any manner, reproduce, modify, improve and prepare derivative works of the foregoing, in connection with performing the Services under this Agreement so as to provide the Deliverables. This Paragraph 7.4 will survive termination of this Agreement.
- 7.5 The parties acknowledge that in the event the Deliverables contemplate significant and material development work, the parties will describe in more detail the obligations associated therewith under a Batch Manifest. Also, the need for applicable separate agreements, such as support and maintenance for the development once completed will be provided apart from this Agreement.

#### ARTICLE VIII - TERMINATION:

8.1 This Agreement may be terminated, with or without cause, by either party with ninety (90) days prior written notice to the other party. No payments will be owed by Client to Bode for Services rendered under all validly executed and in-progress Batch Manifests after the date of termination, except that Bode will be permitted to wind up any work in progress up to thirty (30) days following the date of termination.

- 8.2 In the event of termination of this Agreement either as provided herein or upon expiration of this Agreement: (i) all Services will terminate thirty (30) days following the date of termination; (ii) the receiving party will promptly return all copies of Confidential Information to the disclosing party; (iii) any Deliverables, in progress, whether or not complete, will be delivered, subject to the license provisions as recited under Article VII, Paragraph 7.4 and Article XIII, by Bode to Client if all amounts due and payable have been paid to Bode as provided hereunder; and (iv) Bode will submit a final invoice and receive payment as provided for under any and all Batch Manifests validly executed and in-progress in accordance with Article II.
- 8.3 Individual Batch Manifests may be terminated without terminating this Agreement based on the discretion of each party relative to the Services rendered under a particular Batch Manifest, subject to the obligations recited under Paragraph 8.2.
- In the event a party breaches this Agreement, the aggrieved party will provide written notice of such breach (identifying the nature of the breach) to the breaching party and the breaching party will have a reasonable opportunity to cure (not to exceed ten (10) days) such breach to the non-breaching party's reasonable satisfaction. In the event the breach is not promptly cured, then either party may elect to terminate the Agreement immediately.

# ARTICLE IX - USE OF NAMES/NON-SOLICITATION:

- During the Term and following the termination of this Agreement, neither party will use the name of the other party, or the name of any of its subsidiaries or affiliated entities, in any advertising, literature or other publication material or as a reference unless the party seeking to do so seeks written permission from the other party, except that Bode may list Client on its customer list in any marketing materials, and collaterals and in any advertising medium. In addition, neither party will refer to any employee of the other without written permission to do so from the other party. This Paragraph 9.1 will survive termination of this Agreement.
- 9.2 Neither party will, directly or indirectly, solicit for employment, or advise or recommend to any other person that they solicit for employment, any employee or consultant of the other, who was connected with this Agreement or the Services specified in any and all such Batch Manifests, during the Term of this Agreement and for a period of one (1) year after termination and/or expiration of this Agreement.

# ARTICLE X - WARRANTIES/ACCEPTANCE:

- Bode represents and warrants to Client that it is an independent contractor that makes its services available to the general public, that it has its own regular place of business and that it maintains its own set of books and records, which reflect all items of income and expense of its business and trade. Bode will operate as an independent contractor and will not represent itself to be the agent, employee, partner or joint venturer of Client, nor will Client represent itself to be the agent, employee, partner or joint venturer of Bode. Neither party will obligate the other party in any manner, nor cause the other party to be liable under any contract or under any other type of commitment.
- 10.2 Bode represents and warrants that the Services performed in connection with each Batch Manifest issued hereunder will be of a professional quality.

- 10.3 Bode represents and warrants that the Deliverables developed, created and provided under the Batch Manifests will be original works, and that any third party material that is included in any such Deliverables will be provided to Client with the same rights as provided under such third party obligations, and Bode will not grant any greater rights than provided by such third party.
- 10.4 If applicable, and as more particularly recited in or as addressed under a Batch Manifest, Bode will provide the Deliverables, identified under each Batch Manifest, for acceptance by Client. Except where otherwise recited in a Batch Manifest, such acceptance must occur within ten (10) days following the date of delivery of the Deliverables under the relevant Batch Manifest. During such ten (10) days, if Client identifies any problems or non-conformance, Client will notify, in writing, Bode of such problem or non-conformance, and Bode will be permitted thirty (30) days to correct and remedy the problem or non-conformance. Thereafter, Bode will provide a new or corrected Deliverable and the acceptance procedure will start again as provided herein. If Client fails to provide acceptance within such ten (10) days, the Deliverable will be deemed accepted under the acceptance criteria provided herein. If Client substantially modifies, without Bode's authorization, the Deliverable prior to acceptance, then acceptance will likewise be deemed to have occurred.

#### ARTICLE XI - LIMITATION OF LIABILITY AND REMEDY:

11.1 Bode represents and warrants that the Services performed in connection with each Batch Manifest issued hereunder will be of a professional quality.

11.2

#### ARTICLE XII - INTENTIONALLY DELETED

#### ARTICLE XIII - No LIcense:

Unless otherwise set forth in this Agreement, the sale of any Deliverables or rendering of Services will not confer upon Client any license, express or implied, under any patents, trademarks, trade name or other proprietary rights owned or controlled by Bode; it being specifically understood and agreed that all such rights are reserved to Bode.

#### ARTICLE XIV - OTHER:

- 14.1 The parties will comply with all applicable laws, rules, and regulations of the State of Mississippi.
- 14.2 Neither party will be deemed to have breached this Agreement by reason of delay or failure in performance resulting from causes beyond the control, and without the fault or negligence, of the party. Such causes include, but may not be limited to, an act of God, an act of war, riot, epidemic, fire, flood or other disaster. This Agreement will terminate, as provided under Article VIII, if such delay or failure persists for thirty (30) consecutive days and there is no foreseeable remedy or cure available.
- 14.3 With regard to the subject matter recited herein, this Agreement, any exhibits, any agreements referenced herein, and any addenda or amendments added hereto, comprise the entire

understanding of the parties hereto and as such supersedes any oral or written agreement. In the event of a conflict between this Agreement and any other written agreement between the parties specifically covering the same Services or Deliverables, the terms and conditions of such agreement will prevail to the extent of such conflict. A conflict between the terms set forth herein and those set forth in a written Batch Manifest will be resolved in favor of the Batch Manifest. Notwithstanding the above, this Agreement will prevail over any differing or additional terms and conditions proposed by Client, including, without limitation, those contained in any invoice.

- 14.4 This Agreement will not be modified or amended except by writing signed by both parties. The signatories below acknowledge that the signatories are authorized to bind each party. All requirements for notices hereunder must be in writing. The parties further acknowledge that facsimile signatures or signatures in PDF format are fully binding and constitute a legal method of executing this Agreement.
- 14.5 If any of the provisions of this Agreement are declared to be invalid, such provisions will be severed from this Agreement and the other provisions hereof will remain in full force and effect.
- Neither party will transfer, assign or hypothecate, in whole or in part, this Agreement or any rights or obligations hereunder, provided that Bode may hire or engage one or more subcontractors to perform certain Services pursuant to Paragraph 5.3 herein. In the event of any permitted assignment or transfer of this Agreement or the obligations under this Agreement, the parties agree that such obligations will be binding upon the assigning or transferring party's executors, administrators and legal representatives, and the rights of assignor or transferor will inure to the benefit of assignee or transferee.
- 14.7 Client warrants that all access to and users of the Deliverables are authorized users of Client.
- 14.8 The Agreement may be executed in one or more counterparts, each of which will be deemed to be a duplicate original, but all of which, taken together, will be deemed to constitute a single instrument.
- In connection with a U.S. Government Licensee, the Deliverable and any associated documentation qualify as "commercial items" as that term is defined at Federal Acquisition Regulation ("FAR") 48 CFR 2.101, consisting of "commercial computer software" "and "commercial computer documentation" as such items are used in FAR 12.212, Consistent with FAR 12.212 and Department of Defense FAR (DFAR) Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated. U.S. Government Licensee will acquire the Deliverables and associated documentation with only those rights set forth in this Agreement. Further, any U.S. Government download, access and use of the Deliverables and associated documentation constitutes the U. S. Government's acknowledgement that the Deliverables and associated documentation are "commercial computer software" and "commercial computer software documentation." As applicable and so marked with respect to the Deliverables and associated documentation, the U.S. Government will acquire the Deliverables and related



documentation with at least applicable Limited Rights and Restricted Rights as defined under the relevant and applicable FARs and DFARs.

- 14.10 This Agreement is governed by and construed and interpreted in accordance with the laws of the State of Mississippi. Any claim or dispute associated with or arising out of this Agreement will be resolved exclusively by a court of competent jurisdiction in the State of Mississippi.
- 14.11 NOTICES Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to BODE at:

Bode Cellmark Forensics, Inc. 10430 Furnace Road, Suite 107 Lorton, VA 22079 Attn: Contract Department

and to CLIENT at:

Jackson Police Department Address City, State, Zip code Attn:

Accepted and agreed to by the duly authorized signatories below:

BODE:	
Ву:	
its authorized agent	
CLIENT:	
Ву:	
its authorized agent	

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# **EXHIBIT A**

**EXHIBIT** B



# **EXHIBIT A**



# Case Submission Form

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Address Coydens Coyden
Additional Point of Contact:
Address Control Point of Contact:    Address

Page **11** of **14** 



#### **EXHIBIT B**



Jackson Police Department March 30, 2023 Quote 0721-099GSA

#### **Terms and Conditions**

The pricing and scope of work attached is valid until June 30, 2023 unless entered into a contract. Terms of payment are Net-30 directly billed to the Client. All testing at Bode is subject to our <u>Terms and Conditions</u>

Standard Turnsround Time for STR analysis: TBD

DNA Anelysis Item Herre	Departption	GSA Price	38 % Discount (> 36 Sumples Submitted)
S11EP1 STR DNA analysis — Non-Differential Evidence Seconds	DNA mealysis for one prescreened non-differential evidence sample.	\$2426.80 per sample	\$1,284.32 per sample
Estagle S11503 STR CHA onahi C : al Estágnos San	Shift analysis for two programmed differential existings formed	\$1601.90 pr A	3888 93 quir spenció
C11001 DICA analysis-	Samples stopped at quantification step.	\$834.36 per sample	\$750.92 per sample
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		7794
editional Services		
Additional Services	Description	

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1439 2 Ermaco Std. Std. 197 Luctum, VA 23679 43643 262-3643 www.bod-tech.com



# Jackson Police Department March 30, 2023 Quote 0721-099GSA

tush Surcherges	mests ins	
Hajera Martinit	Description	Price
^Forensic Biology, STR, Y-6TH, pylnisTR Analysia	5 Business Days (1 week)	300% per sample
As provided a mingry STR. V-STR minds IP & styles	20 Busines (Bays (2 Sectio)	SSPs per Abrelle
Moransic Biology, STR, Y-STR, minISTR Assignin	20 Business Days (3 weeks)	75% per timple

# Council Member Grizzell moved adoption; Council Member Hartley 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 Regular Council Meeting on September 26, 2023. 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.



# 

ORDER APPROVING PAYMENT FOR PAST PROFESSIONAL SERVICES PERFORMED BY THE MISSISSIPPI STATE FIRE ACADEMY FOR THE JACKSON FIRE DEPARTMENT AND ITS FIREFIGHTERS (THOMAS, HORHN)

WHEREAS, the Mississippi State Fire Academy (Fire Academy) performs various required professional services for the Jackson Fire Department and its Firefighters including, training, certifications, fit testing, agility testing, etc. and

WHEREAS, the Jackson Fire Department has received two (2) invoices from the Fire Academy covering various professional services performed for the Jackson Fire Department, said invoices are numbered as follows: invoice # 33095, and invoice # 33120; and

**WHEREAS**, the total cost for the above invoices is One Thousand One Hundred and Forty Dollars (\$1,140); and

WHEREAS, it is in the best interests of the City that prompt payment be made to the Fire Academy pursuant to the above invoices in the total amount of One Thousand One Hundred and Forty Dollars (\$1,140) for the various required professional services it performed for the Jackson Fire Department and its Firefighters; and

IT IS THEREBY ORDERED that payment to the Fire Academy for the professional services performed by the Fire Academy pursuant to its invoices discussed above for the total amount of One Thousand One Hundred and Forty Dollars (\$1,140) from account number: 001.441.20-6419; and

IT IS FURTHER ORDERED that prompt payment shall be made from account number: 001.441.20-6419 for each of the below invoices in the amount indicated; and

- Invoice 33095 \$140
- Invoice 33120 \$1,000.00
- Total = \$1,140

IT IS FURTHER ORDERED that the Mayor is authorized to execute any documents and/or agreements that may be needed to effectuate this Order.

Agenda Item No.: / September 9, 2025 Thomas, Horhn

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

	POINTS	COMMENTS	
1.	Brief Description/Purpose	ORDER APPROVING PAYMENT FOR PAST PROFESSIONAL SERVICES PERFORMED BY THE MISSISSIPPI STATE FIRE ACADEMY FOR THE JACKSON FIRE DEPARTMENT AND ITS FIREFIGHTERS (THOMAS, HORHN)	
2.	Purpose	Payment for past due services provided by MS State Fire Academy	
3.	Who will be affected	Jackson Fire Department	
4.	Benefits		
5.	Schedule (beginning date)	Upon approval by Council	
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	CITYWIDE	
7.	Action implemented by: City Department Consultant	Jackson Fire Department	
8.	COST	\$1,140	
9.	Source of Funding  General Fund  Grant  Bond  Other	001.441.20 6419	
10	EBO participation	ABE	



## MEMORANDUM

TO:

Mayor John Horhn

FROM:

RaSean Thomas, Interim Fire Chief

DATE:

July 23, 2025

RE:

MS State Fire Academy

The attached agenda item is an order approving payment for professional services performed by the MS State Fire Academy for the Jackson Fire Department and its firefighters.

Should you have any questions or need additional information, please let me know.

RT/at

555 South West Street | P.O. Box 17 Jackson, Mississippi 39205-0017 601-960-1392

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 APPROVING PAYMENT FOR PAST SERVICES PERFORMED BY THE MISSISSIPPI STATE FIRE ACADEMY FOR JACKSON FIRE DEPARTMENT AND ITS FIREFIGHTERS is legally sufficient for placement in NOVUS Agenda.

Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Date

MS State Fire Academy

#1 Fire Academy USA
Jackson, MS 39208-9600 US
(601) 932-2444
storregano@msfa.ms.gov
http://www.msfa.ms.gov/

BILL TO

CHIEF WILLIE OWENS JACKSON FIRE DEPT.

ATTN: ACCOUNTS PAYABLE

P O BOX 17

JACKSON, MS 39205

INVOICE #

DATE

TOTAL DUE

DUE DATE

TERMS

**ENCLOSED** 

Invoice

33095 02/17/2025

\$140.00 04/03/2025 Net 45

SERVICE	DESCRIPTION	QTY	ÄATE	AMOUNT?
Importing Data	MS TRAINEE AGILITY TEST;10/02/2024;FUNCHESS, KENDRICK			20.00
Importing Data	MS TRAINEE AGILITY TEST;10/02/2024;GORDON, CARLOS			20.00
Importing Data	MS TRAINEE AGILITY TEST;10/02/2024;MASON, BRIANT			20.00
Importing Data	MS TRAINEE AGILITY TEST;10/02/2024;MOORE, AMBROSIA			20.00
Importing Data	MS TRAINEE AGILITY TEST;10/02/2024;NICHOLS , JAYLON			20.00
Importing Data	MS TRAINEE AGILITY TEST;10/02/2024;ROBINSON, MILES			20.00
Importing Data	MS TRAINEE AGILITY TEST;10/02/2024;THAMES, III, RICHARD			20.00
	BALANCE DUE			\$140.00

MS State Fire Academy

#1 Fire Academy USA
Jackson, MS 39208-9600 US
(601) 932-2444
storregano@msfa.ms.gov
http://www.msfa.ms.gov/

BILL TO

CHIEF WILLIE OWENS JACKSON FIRE DEPT.

ATTN: ACCOUNTS PAYABLE

**POBOX17** 

JACKSON, MS 39205

INVOICE #

DATE

TOTAL DUE

DUE DATE

**TERMS** 

**ENCLOSED** 

Invoice

33120

02/17/2025

\$1,000.00

04/03/2025

Net 45

SERVICE

DESCRIPTION

QTY

RATE

AMOUNT'

500.00

Importing Data

FIRE FIGHTER 1001 I-II;10/20/2024;MAXWELL,

500.00

ANTOINETTE

Importing Data

FIRE FIGHTER 1001 I-II;10/20/2024;SANDERS,

JEFFREY\_

BALANCE DUE

\$1,000.00

# 

# ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH THE JACKSON FIREFIGHTERS' ASSOCIATION, IAFF LOCAL 87.

WHEREAS, the Mayor and the Jackson Firefighter Association propose that the governing authority authorize the execution of a union agreement; and

WHEREAS, the agreement shall be effective upon execution, except as otherwise noted in the Agreement, and shall remain in full force and effect until the 30<sup>th</sup> day of January 2029. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than March 1 before the date of termination that it wishes to modify; and

WHEREAS, to the extent any of the proposed provisions conflict with the laws of the State of Mississippi, this governing body rejects and does not agree to said provisions.

IT IS HEREBY ORDERED that the Mayor is authorized to execute an agreement with IAFF Local 87, Jackson Firefighters Association for the City of Jackson, Mississippi.

Agenda Item No.: \_\_\_\_\_\_\_ September 9, 2025 Thomas, Horhn

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

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4	POINTS	COMMENTS		
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH THE JACKSON FIREFIGHTERS'		
		ASSOCIATION, IAFF LOCAL 87.(THOMAS, HORHN)		
2.	Purpose	Authorizing Union Contract Agreement		
3.	Who will be affected	Jackson Fire Department		
4.	Benefits			
5.	Schedule (beginning date)	Upon approval by Council		
6.	Location:			
	• WARD			
		CITYWIDE		
	CITYWIDE (yes or no) (area)			
	Project limits if     applicable			
7.	Action implemented by:			
-8	• City Departmen	Jackson Fire Department		
		-		
	- Consultant			
8.	COST	See Supporting Documentation		
9.	Source of Funding			
	General Fund			
	• Grant			
	Bond Cher			
	• Other			
10	EBO participation	ABE% WAIVER yes		
•		no N/A		
		AABE% WAIVER yes		
		no N/A		
		WBE% WAIVER yes		
		7		
		no N/A		
		no N/A HBE% WAIVER yes		
		no N/A		



## MEMORANDUM

10:

Mayor John Horhn

FROM:

RaSean Thomas, Interim Fire Chief

DATE:

August 27, 2025

RE

**IAFF Local 87 Union Contract** 

The attached agenda item is an order authorizing the Mayor to execute the agreement with the Jackson Firefighters' Association, IAFF Local 87

Should you have any questions or need additional information, please let me know.

RT/at

555 South West Street | P.O. Box 17 Jackson, Mississippi 39205-0017 601-960-1392 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 THE AGREEMENT WITH THE JACKSON FIREFIGHTERS' ASSOCIATION, IAFF LOCAL 87 is legally sufficient for placement in NOVUS Agenda.

Drew Martin, City Attorney

Sondra Moncure, Special Assistant 201/25 Alm.

8/29/25

Date



# AGREEMENT BETWEEN THE JACKSON FIREFIGHTERS ASSOCIATION, IAFF LOCAL 87 AND THE CITY OF JACKSON, MS

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#### Preamble

This Labor-Management Agreement hereinafter referred to as the Agreement is entered into by and between the City of Jackson, Mississippi hereinafter referred to as the "City" or "Employer" and the Jackson Fire Fighters Association Local #87, International Association of Fire Fighters, AFL-CIO-CLC, hereinafter referred to as the "Union". It is the purpose of this Agreement to achieve and to maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences that may arise; to establish and maintain proper standards and conditions of employment; including but not limited to wages, hours, pension, disability, safety and health and welfare.

Further it is the intent fo the parties hereto to adhere to this Agreement when not in conflict with (1) the Ordinances of the City of Jackson, and (2) the constitution, laws and statutes of the State of Mississippi and the United States of America; and to afford to both parties all rights, protections and/or authority per Mississippi Code Annotated, (1972), Section 2-31-1 (Supp. 2000), et seq., the rules and regulations of the Civil Service Commission of the City of Jackson made pursuant thereto. It is the further intent of this Agreement to adhere to and be in compliance the the <u>United States of America vs. The City of Jackson. Mississippi</u>, case #J74-0066 (W) and the consolidated supplemental consent decree of <u>United States vs. City of Jackson: William Edward Bell. et al: Bob J Chandier. et al vs. the City of Jackson</u>, case #J74-0066 (W) and #J72-0153 (W).

# Article I Union Recognition

- Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent and representative for employees who are full-time sworn fire service personnel of the City of Jackson Fire Department under the rank of Division Chief. Nothing shall be implied or is intended by this Agreement to affect any City employees outside this bargaining unit or any civilian employees in the Fire Department.
- Section 2. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit. Further, the parties to this Agreement shall not discriminate against any employee because of race, color, creed, sex, national origin, marital status, sexual orientation, age, religion, disability, citizenship, or status as a veteran with a disability and veteran of the Vietnam era.
- Section 3. The Employer agrees not to sign or otherwise enter into any Agreement of any kind, whatsoever, with any other employee organization or group during the term of this Agreement, which covers and work rule(s), or any other item, terms or condition of employment; including but not limited to wages, hours, pension, disability, safety and health and welfare impacting the members of Jackson Fire Department.
- Section 4. Decertification Petition: Using a petition form which has been jointly and expressly approved by the City and the Union, at least Thirty-five (35) percent or more bargaining unit members must clearly articulate their desire to decertify the Union as their bargaining agent. Upon receipt, the City shall forward any such petition by US certified mail to the Union for its verification process. The Union shall notify the City of its findings within thirty (30) days. The petition must specifically call for decertification and reconsideration of the City's bargaining agent and representative. Upon validation, the City and Union shall, petition sixty (60) days, jointly conduct a secret ballot election, providing to all employees of the bargaining unit an opportunity to participate. If the petition fails union verification or if sufficient numbers of petitioners drop or otherwise remove themselves from the petition prior to voting, which causes the petitioning body to fall below thirty-five (35) percent of the bargaining unit members, then the election shall be cancelled and the Union shall maintain full recognition and certification.
- Section 5. Decertification Election: A simple majority of the total members of the bargaining unit is required to approve decertification in affirmative, in order for the Union to be decertified by the City of Jackson. If the perishing party obtains an affirmative decertification vote of a simple majority of all the members of the bargaining unit then City shall withdraw recognition and void this entire Agreement immediately. Such decertification petitions and/or elections may be held only one time within any twenty-four (24) calendar month period. No petition shall be

brought or accepted within ninety (90) days prior to the start of negotiations for a new Agreement.

Section 6. If the official class title of any classification covered by this Agreement is changed or altered by action of the Civil Service Commission, the provisions of this Agreement shall still cover those affected incumbents in such case.

Section 7. If any new classifications below the rank of District Chief are created within the Fire Department those new classifications shall be included in the bargaining unit. Any disagreements shall be submitted to the grievance procedure hernia for resolution.

#### Section 8. No Strike

- a. Pursuant to state and local laws and the terms of the Agreement, the Union shall not authorize, or engage in a slowdown, work stoppage, strike, or other bonafide interface with the work and statutory functions or obligations of the Employer. Any wildcat slowdown, work stoppage, strike, or other interference with the work and the statutory functions or obligations of the Employers, which is immediately (within 24 hours) disavowed by the Union, by affidavit, shall not be attributed to the Union as being the instigator.
- b. Any employee who engages in or participates in a strike, or concerted failure to report for duty, the stoppage of work, a deliberate slowing down of work, or the withholding, in whole or part, of the full faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing the city to change the conditions, compensation, rights, privileges or obligations of public employees the City, may; with just cause, be discharged or otherwise disciplined. Any discipline or discharge shall be with appropriate due process, as prescribed by relative provisions of the City of Jackson's rules and regulations, as they existed upon execution of this Agreement. Nothing herein shall limit or impair the right of any employee to express an opinion, publicly or in private, or to complain or to file a grievance in accordance with Article 8 of this Agreement, so long as the same does not interfere with the full, faithful and proper performance of the duties of employment.

#### Section 9. No Lockout

Pursuant to the terms of this Agreement, the Employer shall not for any reason authorize, institute, use or promote any lockout, permanent or of any duration, of any number of employees at any workplace or station or to retaliate for alleged or actual violations of this provision. An employee disciplinary or discharge action brought by the City under Section 8a above shall not be considered a locket by the Employer.

# ARTICLE 2 MANAGEMENT RIGHTS

The Parties agree that is the exclusive right of the Employer, subject to, and in accordance with, the terms of the agreement, statutory laws and not inconsistent therewith to: The city shall retain whatever rights and authority necessary for it to operate and direct its affairs all of the various aspects in accordance with applicable constitutions and statutory laws and ordinances. Recognizing the above, it is understood that the City shall conduct its affairs in accordance with the above, including, but not limited to:

- a. Maintaining order, discipline, and efficiency.
- To hire, direct, promote, discharge, suspend, or otherwise discipline employees for just and proper cause
- c. Generally, to operate and manage the undertakings of the Fire Department and without restricting the generality of the foregoing to select, install, and require the operation of any equipment, plant, and machinery necessary for the carrying out of the mission, operations, and undertakings of the Fire Department.
- d. Has complete authority over policies and administration of the Fire Department.

# ARTICLE 3 UNION RIGHTS

- Section 1. The City and Union agree not to interfere with the rights of any member of the bargaining unit to become or not members of the Union, and there shall be no discrimination, Interference, restraints, or coercion by the City or any City representative against any member of the bargaining unit because of Union membership of official activity, and by the Union or any Union representation against any employee because of Union non-membership.
- Section 2. The Union recognizes its responsibility as a bargaining agent and agrees to represent all employees in the bargaining unit discrimination, consistent with its legal duty to fair representation.
- Section 3. No member of the bargaining unit shall be discharged or disciplined because of their activity on behalf of the Union, which does not directly interfere with the discharge of their employment duties or assignments or those duties or assignments of others employed by the City/Employer
- Section 4a. Employees elected or appointed to represent the Union, not to exceed three (3) per event, per the authority of the Union President, shall be granted time to perform their Union functions, including but not limited to attendance at regular and special meetings, and activities related to grievance procedures without loss of pay. However, for attendance at meetings, including conventions, seminars, conferences, and activities other than those specified for grievance processing at Article 8, this authority is limited by the following:
- (1) Advance notice of meetings(s) must be given to either the Chief of the Fire Department or, in his absence, the Assistant Chief, who shall approve such a request except for good cause reasonable to the legitimate execution of his duties. Such denial, if warranted, shall only deny such right of Union officers to attend meetings while on duty. The Union President's request, under the Article shall not be reasonably withheld.
- (2) The meeting privilege hereby granted may be canceled or revoked in the event of a bona fide emergency. However, the meeting may be rescheduled. If the approved meeting is not held within the Jackson metropolitan area, the City shall not cancel or revoke its previous approval.
- Section 4b. Members of the Union Negotiating Team shall be allowed time off with pay during all scheduled negotiating meetings with the Employer's negotiating team, which shall be mutually set by the Employer and the Union.
- Section 5. The President of the Union shall be granted administrative leave with full pay, not to exceed 24 hours per month, for the purpose of discharging the official duties of the Union

President. However, the Union President shall not leave his or her workstation to attend union affairs without notice to and proper permission from his or her Division Chief. Such permission shall not be unreasonably withheld.

- Section 6. The Union shall furnish the City with a current list of Union officers and representatives, and notify the City of any changes thereto. The listing will indicate the specific extent to which each officer and/or representative is assigned Union representation responsibility.
- Section 7. The officer or representative assigned by the Union for purposes of investigating or processing a particular grievance, whether or not a city employee, shall be permitted to enter on the premises of the city so long as it does not unreasonably interfere with the City operations. Before entrance of City premises, the Union Officer or Representative must provide 24-hour advance notice to the Fire Chief or the Assistant Chief.
- Section 8. Union officials and representatives shall not leave their workstations to handle Union affairs without permission from their District Chief, which permission shall not be unreasonably withheld, and only for such Union activities as are provided for in this Article.
- Section 9. The employer shall provide suitable space for Union provided bulletin boards for the business use of the Union in each fire station and all other bargaining unit workplaces at convenient locations that are accessible to employees. The Union's bulletin boards shall be monitored on a regular basis by the Union and inappropriate material will be removed by the Union promptly.

# ARTICLE 4 EMPLOYEE RIGHTS

Section 1. Pursuant to prevailing State and Federal law, it is agreed that any member of the bargaining unit is free to join and assist the Union without fear of retaliation of any kind; and further, any member of the bargaining unit shall have the same right to refrain from membership in the Union.

#### Section 2. Seniority

- a. To the extent that seniority provisions in this Agreement do not violate the consent decree in the case of the <u>United States of America vs. the City of Jackson. Mississippi</u> case #J74-0066 (W) and the consolidated supplemental consent decree of the <u>United States vs City of Jackson: William Edward Bell. et al: Bob J. Chandler. et al vs the City of Jackson</u>, case #J74-0066 (W) and #J72-0153 (W) or in the event that such consent decree is terminated or otherwise declared null and void.
- b. An employee's seniority shall be determined by continuous service in the Fire Department calculated from the date of employment. Continuous service shall be considered broken only by resignation, discharge or retirement. Employees with the same employment date shall be assigned to a seniority list in the order of time in their present rank.
- c. Seniority for employees with the same employment date shall be determined in order of time in their present rank. If any tie remains, then seniority ranking shall be determined by the flip of a coin, in the presence of a representative selected by the Union.
- This selection of seniority is subject to all promotional testing.

#### Section 3. Dues Check-off

- a. If the State of Mississippi provides legal authority, the Employer agrees to deduct, once each payroll cycle, union dues and assessments from the pay of those employees who individually chose to do so by request in writing to the Employer on a form that is mutually approved by the Union and the Employer. The amount is to be certified by the Secretary-Treasurer of the Union. The Employer shall remit the total amount of deductions each month to the Secretary-Treasurer of the Union, in the same manner as other City employees' payroll deductions are processed. The Union will pay a normal administrative fee for this deduction in an amount prescribed by the Employer and agreed to by the Union, as required for other organizations requesting automatic payroll deductions.
- b. It shall be the responsibility of the employee/union member to inform the Employer when the payroll deduction should begin or cease. The authorization for payroll deduction shall be revocable by an employee at any time with such request being in writing, signed by the

employee, such notice being sent by certified mail, return receipt requested, to the Employer and a mailed copy to the Secretary-Treasurer. Revocation of dues and deductions will be made effective thirty (30) days from the date the notice is received by the Employer.

- Section 4. The Fire Department shall maintain a departmental personnel file for each employee. The employee's official personnel file is the one maintained in the Personnel Department. Employees or their authorized representatives shall have the right to examine the contents of their personnel files, in accordance with the procedures under Section 7.2, Privacy of Personnel Records of the City of Jackson. Mississippi Employee Handbook, dated January 5, 1996, during normal business hours Monday through Friday, excluding legal holidays.
- Section 5. The following applies to both the Fire Department's personnel file and the employee's official personnel file maintained by the Personnel Department:
- a. Adverse comments shall not be placed in the employees' personnel file without the employee being given an opportunity to sign an acknowledgement of such on the face of the document.
- b. A reasonable amount of correspondence, as determined by the City, originating from outside sources directly related to job performance, may also be placed in an employee's personnel file. Employees may file responses to any adverse material inserted therein.
- c. Formal (written) reprimands, without further penalty, more than 90 days old, and those with additional penalty more than 180 days old shall not be considered for the purposes of promotion, transfer, acting out of grade, overtime, or special assignments. All employees have the right to review their personnel file to identify the aforementioned documents. Upon occurrence of the fire department administration, that such documents are appropriately identified, said documents shall be placed in an envelope, sealed and initialed by the employees personnel file and shall be opened only in the even the employee is the future subject of discipline and/or discharge; or if access is deemed by the City Attorney as necessary, as it may pertain to investigation or other legal or administrative proceedings of the City.

# ARTICLE 5 FIRE DEPARTMENT WORK

The employer shall not assign, reassign, or otherwise give out Fire Department work in any manner whatsoever. In particular, the City agrees that fire suppression (emergency services), rescue, uniformed fire prevention, arson investigation/internal affairs, uniformed administrative services, and other uniformed fire department related services and functions currently being provided by the Fire Department (except for fire safety education) shall remain Fire Department work for the term of this Agreement.

# ARTICLE 6 PREVAILING RIGHTS/MAINTENANCE OF BENEFITS

Section1. Within the scope and intent of this Agreement, the Union agrees to give active support to the Employer in its efforts to: eliminate waste; conserve materials and supplies; improve the quality of workmanship and safety practices; combat tardiness, absenteeism, carelessness and any other practice which reduces the quality of work and hampers efficiency.

- Section 2. All rights, privileges and working conditions enjoyed by the employees, including those privileges and benefits which can be established as a fixed past practice, and that is unequivocally accepted by both parties over a reasonable period which are not specifically remain in full force and effect, unchanged and unaffected in any manner, during the term of this Agreement, unless:
  - a. Changed by mutual consent of the parties or,
  - b. As required by law.

#### Section 3.

If the Employer should find a particular past practice no longer fiscally or practically viable, the employer shall proceed as follows.

- (1) Notify the Union President via telephone, email, and by US Postal Service certified mall.
- (2) Negotiate with the Union for terms; within (60) days of Union receipt of notification. If the parties reach agreement, the new terms shall be reduced to writing, signed by the Employer and the Union, and made a part of this Agreement by a signed letter on official City of Jackson stationary.
- (3) If the parties fail to reach an agreement on terms, the employer may submit the past practice issue directly to the Arbitrator under the Dispute Settlement Procedures found under Article 8 of this Agreement, waiving the time and dates as required to complete a hearing and to allow for an arbitrator's decision.

#### Section 4.

Should the Employer make an immediate change that violates this Agreement, the Employer shall cease and desist the change until the process as stated above has been completed.

# ARTICLE 7 DISCIPLINE AND DISCHARGE

Section 1. The parties agree that Disciplinary/Discharge Actions will be initiated and affected in accordance with the provisions of this Agreement and the City of Jackson Handbook and Civil Service Rules.

Section 2. The parties agree that the purpose of disciplinary action is to correct the offending employee and maintain discipline and morale among other Fire Department employees. Accordingly, the term "Disciplinary Actions" includes suspensions, demotion, dismissals, which can be appealed to the Civil Service Commission. Letters of warning, reprimand, and counseling are not disciplinary actions. However, they are grievable under Article 8, the negotiated grievance procedure.

Section 3. Disciplinary actions shall only be taken for just cause. As provided in Section 11.3 of the City of Jackson Employee Handbook the city will use progressive discipline, whenever possible.

# ARTICLE 8 GRIEVANCE PROCEDURE

Section 1. It is specifically understood that any matters that are not controlled by this Agreement but are governed by City Civil Service Rules or statutory provisions, shall not be considered grievances and subject to the grievances procedures hereinafter set forth. Nor shall any actions, which are not controlled by this Agreement, which are subject to the rules of the City Civil Service Commission be considered grievances and subject to grievance procedures herein.

Section2. By definition under this Agreement, a grievance shall be defined as a complaint, dispute, disagreement or controversy raised by an employee or the Union against the Fire Department involving a claimed failure, violation, misinterpretation or misapplication of the rules and/or regulations of the Employer affecting the terms and conditions of employment, as well as, involving a claimed violation, misinterpretation or misapplication of the specific provisions of this Agreement.

Section 3. In the event that a disputed matter arises which is covered under this Agreement and is also governed by the rules and regulations of the employer to include the City Handbook or statutory provisions and rules of the Civil Service Commission, the Employee must elect whether to file a grievance under either the City's general grievance procedures set forth in the employee handbook or the grievance provisions of this Agreement. When an election is made, the employee must abide by the final decision of the procedure selected. However, if the Union finds a settlement or decision by the City's general grievance procedure to be violative of this agreement, the Union may file a class grievance that shall be submitted directly to the Chief Administrative Officer (CAO) in accordance with the procedure detailed below at Step 4.

Section 4. Both parties agree that all grievances should be dealt with promptly, and every effort should be made to settle grievances as close to the source as possible. No grievance shall be considered or processed unless it is submitted within ten (10) actual workdays after the occurrence giving rise to the grievance. If the employee does not have actual knowledge of the first occurrence giving rise to the grievance, the grievance must be submitted within ten (10) actual workdays after the employee should have obtained knowledge through use of reasonable diligence after the first occurrence of the event giving rise to the grievance. Workdays shall not include any day an employee was on leave, holiday, or any approved absence.

Section 5. Immediate Dispute Resolution: An Immediate dispute is a dispute regarding the interpretation or application of this Agreement that imminently affects a substantial number of bargaining unit members (five or more) represented by the Union. In the event of such a dispute, the Union shall immediately notify the Fire Chief of the dispute, and the Chief shall have three (3) days to resolve the dispute. The City or the Union may request suspension of the grievance process, as described below in Step 1 of this Article, and the dispute shall proceed to immediate resolution at Step 3. Should the Immediate Dispute not be resolved or answered at

I

Step 3, the Union may advance the grievance directly to the Chief Administrative Officer (CAO) in accordance with the procedure detailed below at Step 4.

- 6. Pursuant to Article 1, the Union is the sole and exclusive bargaining agent/representative for employees who are full-time sworn fire service personnel of the City of Jackson Fire Department, under the rank of Division Chief. Once the Union's bargaining unit member(s) elect to file a grievance under this Article, the grievance becomes the property of the Union.
- Section 7. Negotiated Grievances Procedure: Pursuant to the Grievance Definition in this Article, grievances or disputes, which may arise regarding the interpretation or application of this Agreement, or if the employee elects to utilize this procedure to grieve under the Handbook, then such grievance shall be processed/settled in the following manner:
- Step 1. The employee concerned may, in the presence of a representative of the Union, submit a grievance through the Union, in writing to the Division Chief. The Division Chief shall attempt to adjust the grievance at that time and render a written decision within three (3) working days.
- Step 2. If the grievance is not resolved or answered at Step 1, the grievance may be submitted by the Union to the Fire Chief or his designee within three (3) working days after the employee's receipt of the Division Chief's decision or the failure of the Division Chief to address within the time requirements of Step 1. The Chief shall discuss the grievance within ten (10) working days with the employee and Union representative at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Fire Chief and the Union representative. If no settlement is reached, the Fire Chief shall give the Department's written answer to the Union within ten (10) working days following their meeting.
- Step 3. If the grievance is not resolved or answered at Step 2, the grievance may be submitted by the Union within ten (10) working days to the Director of Personnel Management who shall meet with the Union within ten (10) working days and render a written decision within thirty (30) working days after the meeting with the Union.
- Step 4. If the grievance is not resolved or answered at Step 3, the grievance may be submitted by the Union to the Chief Administrative Officer (CAO) within ten (10) workdays of receipt of the decision from the Director of Personnel Management. A written decision to the Union shall be rendered by the CAO within fourteen (14) calendar days of receipt of the grievance.
- Step 5. If the grievance is not resolved or answered at Step 4, the grievance may be submitted by the Union to arbitration upon notice to the Employer.

- Step 6. An impartial arbitrator shall be selected from a panel supplied by the American Arbitration Association upon the request of either party. The parties shall, within five (5) working days of receipt of the panel, make a selection of an arbitrator by alternately striking names until one name remains; the Employer shall strike the first name. The last remaining name shall be the arbitrator. The selected arbitrator shall render a decision within thirty (30) working days after the case is heard. The findings and recommendations of the arbitrator shall be forwarded to the Mayor for his review and action. The Mayor's final disposition shall be provided to the Union, in writing within fourteen (14) calendar days from the receipt of the arbitrator's decision.
- Section 8. The arbitrator shall be expressly limited to the meaning, intent or application of the provisions of this Agreement. The arbitrator shall have no power to add to, detract from, or alter in any way the provisions of this Agreement.
- Section 9. The arbitrator's expenses shall be borne equally by the parties. However, expenses related to the calling of witnesses or the obtaining of depositions shall be borne by the party at whose request such witnesses or depositions are required.
- Section 10. If the Employer fails to respond within the prescribed time limits as set forth above in this Article, the grievance may be advanced by the Union to the next step of this grievance procedure. If the Union fails to respond within the prescribed time limits as set forth above in this Article, the grievance shall be settled by the last management response given.
- Section 11. If any person is required to render a decision on behalf of the City, is absent from work due to City business, illness, vacation, or other authorized leave, the days required to render the response shall run from the date of that person's return to work. In all other instances, the Employer and the Union may agree to a written mutual time extension at any step of the grievance procedure.
- Section 12. The City and Union agree that only the aggrieved employee and one representative designated by the Union to assist the employee shall, for any particular grievance, be entitled to the pay provision as set forth in the Article titled "Union Business". The City shall incur no liability for wages or expenses for actions or activities associated with this grievance procedure that fall outside of the normal working hours of the aggrieved or the Union representative.
- Section 13. The union has a statutory duty to fairly represent its member(s), "honestly and in good faith" and has the right to settle the grievance or to decide that the grievance lacks sufficient merit to justify arbitration as set forth in, Vaca v Sipes, 386 U.S 171, 64 LRRM 2369 (1967)

# ARTICLE 9 PARITY WITH POLICE

In the event the Employer grants any type of monetary, or time compensation increase to any member of the police department, the Employer agrees to grant an equivalent increase in the fiscal year involved, as stipulated above, to all bargaining unit employees covered by this Agreement.

#### ARTICLE 10 HOURS OF WORK

- Section 1. Fire suppression (Emergency Services Division) personnel shall work a three (3) platoon, twenty-four (24) hour shift.
- Section 2. The twenty-four (24) hour shift shall commence at 0700 hours and continue through to 0700 hours the following day.
- Section 3. Fire prevention/Headquarters personnel shall work an eight (8) hours shift and a forty (40) hour average work week, the aggregate of which shall be approximately two thousand eighty (2080) hours annually before leave adjustment. Work hours shall be as follows: Monday through Friday; 0800 hours to 1700 hours.

# ARTICLE 11 SHIFT EXCHANGE

- Section 1. Subject to notifying the Duty Division Chief, through the appropriate chain of command, employees shall have the right to exchange shifts with other comparable trained employees, when the exchange does not cause the city undue hardship, additional expense or interfere with the operation of the Fire Department
- Section 2. Shift changes in accordance with this article, which result in overtime requirements, are not permitted. Shift exchanges will be submitted to the Immediate Supervisor, through the appropriate chain of command, 48 hours prior to the planned shift exchange. Shift exchanges will not be unreasonably withheld.
- Section 3. Emergency shift changes (less than 48 hour notice) are subject to the approval of the Immediate Supervisor or the District Chief.
- Section 4. All shift exchanges must receive approval following the appropriate chain of command, via the Immediate Supervisor, and the following conditions shall apply:
- Must be an employee within the same qualifications or approved as stated by the Fire Department. (i.e. Firefighter and RDO, RDO with Firefighter or Lieutenant, Lieutenants with RDO or Captains)
- Must be a twelve (12) or twenty-four (24) hour shift.
- Must be paid back within one year of the date of the original shift exchange
- d. Shift exchanges will be limited to no more than 4 shifts at a time. You must return to your shift by the 5th shift.

# ARTICLE 12 TRANSFERS AND VACANCIES

- Section 1. A job opening due to the promotion, lateral transfer, demotion, resignation, discharge retirement or death of an employee; all of which are normally filled by a lateral transfer, shall be filled in accordance with the following provisions:
- Section 2. All positions to be filled by lateral transfer shall be announced by bulletin which shall be posted in convenient locations accessible to all qualified employees for a period of at least 15 days. The Employer is to make a selection within 15 days, During the posting and selection period, the Employer may temporarily transfer any qualified person into the position the Employer chooses for no more than 30 days.
- Section 3. In the event more than one employee submits a written bid request to the Employer for the position, the position shall be filled by the bid requesting employee with the following weight of consideration: first, the greatest seniority in that rank; and if the rank was obtained at the same time, then Secondly, date of hire, if that date is the same then thirdly, the number placed on the promotional list with the highest score wins, and if the score is the same due to a tie, fourth and finally a coin toss with both parties present, a Union Representative, and a member from the Command Staff, of the Fire Chief's choice must be present and this will be the deciding factor.
- Section 4. In the event no bid request is received for a lateral transfer for a posted position, the Employer has the right to offer the position to the most senior or in the Employer's opinion the most qualified employee available.
- Section 5. Any employee that competed for and acquired rank while assigned to the Emergency Services Division shall be allowed to transfer from or to any Jackson Fire Department Division and maintain their acquired rank.
- Section 6. Transfers to the Emergency Services Division are restricted. If an employee is promoted or otherwise has obtained or acquired rank through administrative or by non-competitive means, of any level, for any reason, outside the Emergency Services Division, they can only be transferred into this division temporarily or permanently under the following conditions:
  - (1) if their assigned Division is downsized; or
  - (2) if their assigned Division is phased out; or
  - (3) if their assigned Division is reorganized; or

- (4) the individual meets the full qualifications under the City of Jackson's Administrative Guidelines for the Emergency Services Divisions dated September 19,1995; herby incorporated by reference, and additionally; and
- (5) only after all fire department administrative positions (non-Emergency Services Division) are filled. Thereafter, any upsizing, phasing in, or reorganizing that requires staffing in nonemergency Services Division must be first re-filled, in reverse order, by those persons originally transferred from outside the Emergency Services Division.
- Section 7. The Employer's use of "swing personnel" to fill any temporary vacancy, caused by leave use, shall be limited to those employees qualified and with sufficient experience as determined by the District Chief with the type of unit involved to fill the rank of the vacated position.
- Section 8. In the event that an employee is awarded a bid, that employee cannot be transferred within twenty-four (24) months after being awarded the bid, unless the employee refused to attend classes in the event that the assigned station becomes a specialized closed unit, if so, the employee must be given at least a two weeks notice in writing from the Fire Chief's Office about the upcoming classes, and finally the employees may also be transferred if any disciplinary action occurs.

# ARTICLE 13 PAID LEAVE

Section 1. Employee benefits as prescribed by the City of Jackson, Department of Personnel Management Employee Handbook, Section 9, page 8, as revised 1/5/96, is herein incorporated, by reference as a part of this Agreement; except as modified by this Agreement. Any conflict that may arise from this Article shall be processed through the grievance procedure outlined in Article 8 of this Agreement.

Section 2. Vacation Leave: Each employee shall be eligible for vacation with pay after six months service with the Employer. Employees shall earn vacation allowances as of their first date of employment with the City of Jackson. Vacation leave shall be earned annually based on the following schedule:

#### a. Vacation Leave Accrual Rate

Effective January 1, 2023, swom officers of the Jackson Fire Department shall accrue vacation leave, which shall not exceed two hundred fifty (250) hours (5 weeks) for those employees with less than twenty-five (25) years of service and for employees with more than twenty-five (25) years such accrued vacation leave shall not exceed two hundred fifty (250) hours (6 weeks) per year as outlined below. The parties agree that the financial impact of this vacation accrual rate shall not exceed the projected cost of \$1,000,000.00

#### b. Chart

Fire Department		Annual
Employees with:	Semi-Monthly Rate	Maximum Accrual Rate
Less than 5 years	9.34	242.84
5 Years-10 Years	12.66	329.16
10-15 Years	15.32	398.32
15-25 Years	16.66	433.16
Over 25 Years	18.0	468

- c. Vacations shall be on a seniority basis, in the following manner:
- (1) Each piece of equipment stands alone. Because of staffing requirements, only one person from the same unit may be on vacation at a time.
- (2) Vacation selections shall be scheduled in four (4) periods. The first period January 1 through March 31. The second period is April 1 through June 30. The third period is July 1 through September 30. The fourth period is October 1 through December 31

- (2a) Each employee shall receive one shift (24) hours of vacation for the member's birthday. Said hours shall be added to the accrual Vacation Time immediately following the pay period after the member's birthday month.
- (2b) When a 24 hour employee is on vacation leave, he or she will be deducted twenty-four (24) hours for the entire shift (1 day) and twelve (12) hours for 1/2 shift.
- (2c) Support Service employees Exp. (OFM, TRSS&D, FSE and AIAD) who works from 8:00 a.m.- 5:00 p.m. will be deducted eight (8) hours for a vacation day used.
- (3) Vacation selections for the first period are November 1-30. Vacation selections for the second period are February 15 through March 15. Vacation selections for the third period are May 15 through June 15. Vacation selections for the fourth period are August 15 through September 15.
- (4) Bargaining unit personnel may select faction leave for the entire year at the beginning of the selection period.
- (5) Bargaining unit personnel may cancel any selected vacation leave with a minimum of twenty-four (24) hours notice to their immediate supervision.
- (6) Emergency services personnel shall hire extra in the absence of their relief person as follows:
  - · Firefighter or Relief Driver Operator or Firefighter
  - Relief Driver Operator for Relief Driver Operator
  - · Lieutenant or Relief Driver Operator for Lieutenant
  - Lieutenant or Captain for Captain
  - District Chief for District Chief
- (d) With the exception of "Emergency Vacation", any vacation not scheduled as "Selected Vacation" will be considered as "Requested Vacation" and shall be subject to the following:
  - (1) The District Chief shall limit Requested Vacation to one bargaining unit member, of any rank, per Fire Company, per shift, provided no other bargaining unit member was granted "Selected Vacation" for the requested shift.

- (2) Requested Vacation shall require a minimum of forty-eight (48) hours per request to their immediate supervisor.
- (3) The District Chief is responsible for checking for any conflicts on their shifts before approval.
- (4) Bargaining unit personnel may cancel "Requested Vacation" with 24 hours notice to their immediate supervisor.
- e. The District Chief may grant emergency vacation requests on an "as needed" basis. Emergency vacation requests shall not be unreasonably withheld and shall be at the District Chief's request, any time granted as emergency vacation leave will be charged to the employee's vacation bank.
  - f. It is agreed that an employee may, at the employee's discretion, carry forward, from year to year, unlimited vacation leave accrual. There shall be no maximum limit to vacation accrual accumulation, although there are maximum limits to cash payments on termination or resignation. All unused vacation accrued shall count as creditable service for pension purposes
- g. Any employee who is separated from the City, for any reason, (resignation, death, retirement, or discharge) shall be compensated by check, by the next payroll period ending after all equipment is returned and the exit interview is completed, for all unused vacation leave accumulated at the regular rate of pay at the time of separation, consistent with the terms of this Agreement.

# ARTICLE 14: HOLIDAY PAY/LEAVE

Section 1. Holiday pay/leave shall be granted to Fire Department employees in accordance with the City of Jackson, Department of Personnel Management Employee Handbook, Section 9.1, page 1-2, as revised 1/5/96; and additional holiday paying or leave may be granted, in accordance with Executive Orders as issued from time to time.

### Section 2. Holidays

Effective January 1, 2021, it is agreed by the parties that, in addition to Article 14, Section 1, where applicable all sworn Fire Department members shall receive the following legal holidays:

- -First Day of January (New Years Day)
- -Third Monday of January (M.L.K./R.E.L. Birthdays)
- -Third Monday of February (Best of the New South Day)
- -Last Monday of May (National Memorial Day)
- -Nineteenth day of June (Juneteenth)
- -Fourth day of July (Independence Day)
- -First Monday of September (Labor Day)
- -Novementer 11 (Veteran's Day)
- -The November date proclaimed as Thanksgiving by the President of the United States (Thanksgiving Day and generally includes the Friday after Thanksgiving Day)
- -Twenty-fifth day of December (Christmas Day)
- Section 3. Members who are absent from work on a designated holiday due to a job-related injury or long-term illness shall receive holiday compensation.

# ARTICLE 15 OVERTIME/PREMIUM PAY

- Section 1. Overtime: Employees shall be paid overtime/premium rates of pay equal to one and one-half times their regular rate of pay when:
- a. An employee is held over beyond the end of their regularly scheduled work shift in each such case the employee shall be entitled to be compensated for the actual amount of time worked in thirty (30) minute increments, or;
- b. An employee is required to report in early for their regularly scheduled shift in each such case the employee shall be entitled to be compensated for the actual amount of time worked in thirty (30) minute increments, or;
- c. If an employee is called in to work at a time not immediately preceding their regularly scheduled shift in each such case the employee shall be entitled to a minimum of four (4) hours of work, and any work to exceed the four (4) hour call back work will be compensated for the actual amount of time worked.
- Section 2. Overtime is defined as all time worked in excess of the regularly scheduled work shift and/or work week. All overtime shall be reported in increments of thirty (30) minutes. All overtime worked is accumulative as shall be payable when incurred in units of more than thirty (30) minutes.
- Section 3. Relief personnel shall have the first right of refusal to work overtime for any vacancy created by vacation or other leave use. Rank for Rank overtime as follows:
  - -Firefighter for Firefighter
  - -Relief Driver Operator for Relief Driver Operator
  - -Lieutenant for Lieutenant
  - -Captain for Captain
  - -District Chief for District Chief

# ARTICLE 16 MILEAGE ALLOWANCE

- Section 1. Employees shall not be required to use their personal transportation for the business of the Employer.
- Section 2. Employees using their private transportation for Employer business or as a necessity in changing stations shall be compensated at the current rate as established and adjusted by the State Auditor of Mississippi. The Employer shall post, at each workplace, the current rate immediately upon change or at a minimum of once each calendar quarter.

# ARTICLE 17 WORKING OUT-OF-CLASSIFICATION

If an employee is required to accept the responsibilities and carry out the duties of a position, title or rank above which that employee normally holds for any period of time, that employee shall be paid at the rate of that position or rank with all adjustments and premiums for that position or rank for all time while so acting in that position, title, or rank.

# ARTICLE 18 PERSONNEL REDUCTION

So long as the City does not violate the existing Federal consent decrees, in the case of a personnel reduction, the employee with the least seniority shall be laid off first. Employees shall be recalled in the order of their seniority. Time in the Fire Department shall constitute total seniority. No new employee shall be hired until all laid-off employees have been given thirty (30) days to return to work. Employees will be notified by certified mail and email.

### ARTICLE 19 HEALTH INSURANCE

- Section 1. Employee Health Insurance as prescribed by the current City of Jackson, Department of Personnel Management Employee Handbook, Section 9, page 8, revised 1/5/96 is herein incorporated, by reference, as a part of this Agreement. No diminishment of benefits; including deductibles, co-pays; cost shifting, of any kind shall be permissible; only those changes that are equal to or better than the current level of benefits shall be allowed and only after advance review and approval by the union. Any conflict that may arise shall rely on the grievance procedure of the Agreement.
- Section 2. Consistent with Section 1 above, the Employer shall pay at least 75% and the insured shall pay the difference of the cost of future premium increases, if any, for the active employee and their dependents.
- Section 3. Whenever an employee, covered by this Contract, is without pay, the full premiums on all insurance policies shall be paid throughout that pay period by the City; provided however, that if the employee is not reinstated (except disability or pension), the amounts advanced to pay said premiums shall be debt due to the City and shall be promptly repaid to the City. If the employee is without pay, they will be responsible for payment for the full premiums due on a monthly basis.

### ARTICLE 20 LIFE INSURANCE

Section 1. The Employer shall provide a minimum of \$10,000 term life insurance protection with double indemnity for accidental death or dismemberment for each employee who has the City's health insurance. The employer shall pay 100% of the premium or the total benefit should they self-insure. The benefits shall be paid to the named beneficiary on file with the City of Jackson's Personnel Department. The employee upon retirement may retain the term life insurance however, the benefit will decrease to \$5,000, it will not be accidental death or dismemberment, and the retiree must pay the entire premium.

Section 2. The Employer shall provide a \$100,000 accidental death or dismemberment insurance policy for each employee covered by this agreement. The benefits shall be paid to the named beneficiary on file with the City of Jackson Personnel Department.

# ARTICLE 21 LIGHT (ALTERNATIVE) DUTY ASSIGNMENT

City of Jackson Executive Order 2003-2, granted January 7, 2003, by Mayor Harvey Johnson Jr. concerning Temporary Modified Duty Program Policy and Procedures (dated January 1, 2003) is herein incorporated in its entirety by reference into this Agreement.

# ARTICLE 22 COMPENSATION AT RESIGNATION OR RETIREMENT

An employee who resigns, retires, is dismissed or laid-off who is eligible shall be compensated, by check; after completing an exit interview and all city equipment is turned in, at their next semi-monthly pay date following the pay period in which the last day was worked, accordingly for: All their accumulated overtime, compensatory time, unused holiday leave, vacation leave (not to exceed 240 hours), at their current rate of pay.

# ARTICLE 23 LABOR/MANAGEMENT COMMITTEE

Section 1. The Parties hereby agree to establish and maintain a "Labor Management Committee" within the Fire Department that will open a new era where the Union, the Fire Department and all Fire Department employees shall work together to create a workforce that is highly motivated, multi-skilled, and technologically advanced to meet the ever-changing needs of the Fire Department. Furthermore, the Parties agree to implement this Labor-Management with a firm commitment to avoid an adversarial relationship and work together towards developing and maintaining a Quality Labor-Management Relationship that fosters mutually beneficial outcomes.

- (1) Safety and Health
- (2) Training and Education
- (3) Capital Assets
- (4) Telecommunications
- (5) Emergency Operations
- (6) Rules and Regulations

Section 5. Goals and Objectives - The goals and objectives of these Committees are as follows:

- To further the Fire Department's Mission;
- (2) Foster a more productive and cost-effective service to the citizens of Jackson:
- (3) Promote a better morale among <u>all</u> Fire Department employees;
- (4) Enhance the working conditions for all Fire Department employees.

Section 2. There shall be a labor-management committee consisting of at three (3) Jackson Fire Department Union Representatives and at least three (3) representatives of the Jackson Fire Department Management appointed by the respective head of each entity: The Committee shall meet on request of either party and/or at least once a month to discuss all matters of mutual concern. Additionally, the committee shall meet as further directed by this Agreement.

Section 3. The purpose of this Committee is to assist in developing a quality labor-management relationship between the Parties within the Fire Department. The Committee will provide a vehicle for allowing the Fire Department and the Union to become full Partners in identifying problems, areas of concern, changes to working conditions within the organization and to develop viable solutions to these problems so that the mission of the Fire Department can be accomplished in a more cost effective and efficient manner, while striving to enhance the working conditions of all Fire Department employees.

Section 4. The Committee shall also have the authority to appoint sub-committees, either standing or temporary, to assist in addressing any of the matters listed herein or to carry out its purpose. The Standing sub-committees shall consist of the following.

Section 6. The parties have agreed, that in addition to whatever items/issues are raised by the parties, the following items/issues shall also be addressed through the labor-management committee:

- Maintenance and repair of the fire department apparatus and equipment under the district operation and control of the Jackson Fire Department.
- b. Jackson Fire Department based and operated emergency medical system and transport.
- Entry level firefighter lateral transfers to the Jackson Fire Department from other communities in Mississippi.
- d. Detail Pay
- e. Educational Differential
- f. EMS Incentive Pay
- g. Maintenance Allowance
- h. Combat Shift Differential
- i. Food Allowance
- j. Promotion
- k. Job Related Medical
- I. Injury and/or Sick Leave (non-Line of Duty)
- m. Injury and/or Sick Leave (Line of Duty)
- n. Catastrophic Injury or Illness

# ARTICLE 24 HEALTH AND SAFETY

- Section 1. The Employer will strive to assure that safe and healthful working and living conditions are provided for unit employees that are consistent with their provisions of applicable laws and regulations. To this end, the Employer agrees that the City of Jackson's Fire Department will continue to utilize National Fire Protection Association (NFPA) Standards for reference and enforcement. The Union agrees to cooperate with the Employer by encouraging employees to work in a safe manner, wear protective equipment and report observed safety and health hazards to the Employer in accordance with applicable procedures.
- Section 2. The Employer will assume pay, directly from its own funds or through the proceeds of insurance procured by the Employer, or a combination thereof, medical and hospital expenses required for the treatment of in-line-of-duty injuries and service-connected disabilities sustained by employees covered by this Agreement in accordance with Mississippi's Workers Compensation Law.
- Section 3. The Employer shall provide current infectious disease inoculations against flu annually, Hepatitis B, testing for Acquired Immune Deficiency Syndrome (AIDS), upon exposure to AIDS in a work situation and any other airborne pathogens.
- Section 4. Effective January 1, 2021, the Employer must maintain a minimum of four members on all fire apparatus while responding to and from all emergency calls (NFPA 1710) to ensure firefighters safety, safety for the Citizens of Jackson, elimination of Worker's Compensation claims, and to prevent further litigation.

#### ARTICLE 25: DURATION/NEGOTIATION AND DISPUTE PROCEDURES

Section 1. This Agreement is effective upon approval by the City Council of the Order authorizing the Mayor to execute the Agreement and signature of the Mayor and shall remain in full force and effect 5 years from the date of signing. Any request to negotiate a new Agreement by the Union or the City shall be presented, and negotiations commence no later than January 1 of the fiscal year that the agreement expires.

#### Section 2. Negotiation Procedures:

- a. Scope of Negotiations: It is the purpose of negotiations and it's resulting Agreement to maintain harmonious relations between the Employer and the Union; and shall include, but not limited to the subjects of bargaining as follows: to provide for equitable and peaceful adjustment of differences that may arise; to maintain proper standards and conditions of employment; including but not limited to wages, hours, pension, disability, safety, health, and welfare.
- b. Commencement of Negotiations: Consistent with Article 26, Section 1, negotiations shall commence the second week in the month of January of the last year of this agreement. The Employer and the Union shall negotiate in good faith at reasonable times and places with an obligation to incorporate agreements reached between the Employer and the Union into an agreement. The Employer and the Union are free to negotiate ground rules for bargaining that do not conflict with or detract from this Agreement. The absence of agreed ground rules shall not disrupt, interfere, or impede the Employer and the Union from negotiating collectively.

#### Section 3. Dispute Settlement Procedures:

- a. Issue by Issue Arbitration
- (1) If an agreement is not reached by the City of Jackson representatives (Employer) and the Jackson Firefighters Association Local 87, IAFF (Union), the CERTIFIED MAIL labor organization, by the first (1) of April then all disputed issues between the parties shall be submitted to Issue by Issue Arbitration as provided for under the terms of this Agreement. The Employer, just prior to the Thirty-First (31) of March, exchange last best final offers (Article by Article) on each outstanding issue.
- (2) If the Employer and the Union are unable to agree on the selection of a Arbitrator within three (3) working days, the parties shall select a Arbitrator from a panel of neutrals by alternately striking names until a single Arbitrator is selected from a list obtained from American Arbitration Association. The choice of last strike shall be determined by the winner of a coin flip.

- (3) The Arbitrator shall meet with the parties, conduct a hearing, and shall make a written decision by 12 am, the First (1) of June.
- (4) The interest arbitration hearing shall be "Issue by issue, final offer" arbitration, whereby, for each issue (Article by Article) remaining in dispute between the parties, the Arbitrator must select his/her decision, either the last offer submitted by the Employer, or the last offer submitted by the Union. The Arbitrator is not authorized to select a compromise position between the two final offers on an issue (Article). The Arbitrator may, prior to a final decision, offer a compromise on a given issue(s), but may not offer a compromise that trades between different issues (Articles). The Arbitrator's final decision shall be based on the facts presented at the hearing and shall not be influenced by either the Employer's or the Union's opposition to any compromise offer from any source.
- (5) The full costs of interest arbitration herein shall be shared equally by the parties involved in the dispute.
- (6) The Arbitrator, in making his/her decision, shall take into consideration, among other pertinent factors, all terms and conditions of employment, included but not limited to, contract language, wages, hours, pension, benefits and other working conditions of other like public employees both in the City of Jackson, the State of Mississippi and in other jurisdictions throughout the United States; contract language, wages, hours, pension, benefits and other working conditions available to or received by city employees as compared with private sector employees in the City; and cost-of-living data (CPI-W South Urban cities found at <a href="https://www.bls.gov">www.bls.gov</a>)
- (7) Arbitrators Decision:

Copies of the Arbitrator's decision shall be sent to the Mayor, the Union, the City's administrative representative and to each member of the Jackson City Council.

(8) Final resolution:

The Arbitrator's decision shall proceed directly to the Mayor of the City of Jackson for submission to the City Council for their addition as part of the City of Jackson's fiscal (annual) budget for the fiscal year or fiscal years in the event of a multiple year award (decision), beginning First (1) of October instant.

Section 4. Miscellaneous

In the event any provisions of this Agreement, shall be held to be invalid, unconstitutional, or unenforceable by any final adjudication of any Court of Law, then that provision or provisions, shall immediately be considered null and void, and the remainder of the Agreement shall not be affected thereby but shall continue in full force

and effect. Further, in the event that the Attorney General of the State of Mississippi renders an opinion that any provision of this Agreement is invalid, unconstitutional, or unenforceable, then the adherence to that provision or provisions shall be abated or suspended, until any Court of Law renders a final adjudication on that provision.

- b. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by or for any reason, including any consolidation, merger, annexation, transfer, contract or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.
- c. Subject to any certification issue raised under Article 1 and to the extent authorized by Mississippi Law, this Agreement shall remain in full force and effect during any and all negotiations and shall continue to remain in full force and effect until such time as a new Agreement is reached between the parties.
- d. This Agreement and any future Agreement shall be printed and supplied to each employee (firefighters), including supervisors, by the Employer within sixty (60) working days at no cost to the Employee.

# Section 5 Evergreen Clause

This Agreement shall be effective as of the first day of January 2023 or upon execution, except as otherwise noted in the Agreement, and shall remain in full force and effect until the 30th day of January 2029. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than March 1 prior to the date of termination that it wishes to modify. This Agreement for any reason. Notification of intent to modify shall include the substance of the modifications desired. In the event that such notice is given, those provisions not reopened shall automatically renew from year to year. Negotiations shall begin not later than March 15. This Agreement shall remain in full force and effect during the period of negotiations.

APPROVED (for City Council Action):			
Mayor John Horhn	Date		
Michael Linzy, President International Association of Fire Fighters Local 87	Date		

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# ORDER ACCEPTING \$5,000.00 FROM ATMOS ENTERGY CORPORATION TO THE STOOM FIRE DEPARTMENT, TRAINING DIVISION

WHEREAS, in the Mississippi Attorney General opined, Opinion No. 2010-00022, 2010 WL 942877, at \*2, a municipality may accept funds donated to the city for a specific purpose, provided that such funds are placed in the municipal treasury and are only used for proper municipal purposes; and

WHEREAS, the municipality's governing authorities may only accept donations of funds for purposes which are functions of city government and are authorized by statute; and

WHEREAS, the Division of Training is a function of the Jackson Fire Department as conferred in Mississippi Code Annotated § 45-11-105; and

WHEREAS, once the funds are donated to the municipality, they become public funds and must be accounted for and expended as municipal funds; and

WHEREAS, the Jackson Fire Department - Division of Training received a donation check for \$5,000 (five thousand dollars) from Atmos Energy Corporation; and

WHEREAS, a donation check for \$5,000 (five thousand dollars) was contributed to support the City of Jackson Fire Department - Division of Training; and

WHEREAS, the funds will be utilized for the City of Jackson Fire Department — Division of Training activities; and

IT IS HEREBY ORDERED that the donation check for \$5,000 (five thousand dollars) from Atmos Energy Corporation be accepted by the City of Jackson governing authorities for the City of Jackson Fire Department - Division of Training;

IT IS FURTHER ORDERED that the funds shall be deposited into the municipality's treasury, and the funds used for the proper municipal purpose identified in this order.

> ITEM NO. DATE: BY: (Thomas/Horhn)

Agenda Item No.:\_\_ September 9, 2025 Thomas, Horhn

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

	POINTS	COMMENTS		
1.	Brief Description/Purpose	ORDER ACCEPTING A MONETARY DONATION FROM ATMOS ENTERGY CORPORATION TO THE JACKSON FIRE DEPARTMENT, TRAINING DIVISION		
2.	Purpose	To improve and enhance training activities for public safety and property preservation		
3.	Who will be affected	Citizens of the city of Jackson, MS and visitors; Jackson Fire Department personnel		
4.	Benefits	Will assist in continuing to improve the training activities of the Jackson Fire Department		
5.	Schedule (beginning date)	Upon approval by Council		
б.	Location:  WARD  CITYWIDE (yes or no) (area)  Project limits if applicable	CITYWIDE		
7.	Action implemented by: City Department Consultant	Jackson Fire Department		
8.	COST	\$0		
9.	Source of Funding General Fund Grant Bond Other			
10	EBO participation	ABE % WAIVER yes no		
9)				
		WBE% WAIVER yes no		
		HBE % WAIVER yes no no no no no no		
		NABE % WAIVER yes no		



# Office of the Fire Chief

555 S. West Street · Jackson, MS 39205 Phone · 601 · 960 · 1392 · Fax · 601 · 960 · 2488

## **MEMORANDUM**

TO:

The Honorable John Horhn, Mayor

FROM:

RaSean Thomas, Fire Chief

DATE:

August 7, 2025

RE:

Order Authorizing the Acceptance of Atmos Energy Donation Check

The attached agenda item is an order authorizing the acceptance of a \$5,000 donation check from Atmos Energy Corporation to the City of Jackson Fire Department - Division of Training.

The City of Jackson Fire Department – Division of Training recommends the Order be submitted for the Council's consideration.

Thank you

RT/dph

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

# **OFFICE OF THE CITY ATTORNEY**

This ORDER ACCEPTING \$5,000.00 FROM ATMOS ENTERGY CORPORATION TO THE JACKSON FIRE DEPARTMENT, TRAINING DIVISION is legally sufficient for placement in NOVUS Agenda.

Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Date

Atmos Energy Corporation PO Box 650205 Dallas, TX 75265-0205

DATE 07/02/2025 1859703

Page 1 of 1



DATE	INVOICE/CREDIT MEMO	DESCRIPTION	CHECK AMOUNT
6/10/2025	6102025	DONATION	****5,000.00
	( IS IN PAYMENT FOR ITEMS DESCRIB	ED ABOVE TOTAL>	

Atmos is pleased to offer two convenient ways to receive payments electronically: Virtual Credit Card: The fastest, most efficient way to get paid. Learn more at https://www.boostb2b.com/atmos-energy or contact Boost Payment Solutions at supplierenablement@boostb2b.com. Subject to merchant fees. ACH-Direct Deposit: Payments are made directly into your bank account via ACH at no additional cost. Visit https://www.fisintegratedpayables.com/payments/login and use the following registration code to enroll today. 9CC67AE7

energy, Dallas, TX 75265-0205

Atmos Energy Corporation

CHECK NO. 1859703

Five Thousand And 0/100 Dollars

TO THE ORDER OF:

JACKSON FIRE DEPARTMENT OFFICE OF THE FIRE MARSHALL FIRE INSPECTION REPORT 555 S WEST ST JACKSON, MS 39201-5202

# 

ORDER ACCEPTING THE BID SUBMITTED BY OLSHAN FOUNDATION REPAIR COMPANY OF JACKSON, LLC D/B/A OLSHAN FOUNDATION SOLUTIONS ("OLSHAN") AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH OLSHAN FOUNDATION FOR REPAIR OF THE FOUNDATION AT THE GROVE PARK COMMUNITY CENTER

WHEREAS, the City of Jackson has a community center located at 4126 Parkway Avenue that is managed by the Department of Parks and Recreation; and

WHEREAS, the Department of Parks and Recreation became aware that the foundation of the community center required repair; and

WHEREAS, Section 31-7-13 of the Mississippi Code of 1972 specifies the procedure for procuring public construction; and

WHEREAS, the provisions of Section 31-7-13(b) of the Mississippi Code state that purchases which do not exceed \$75,000.00 can be made from the lowest and best bidder without publishing or posting an advertisement, provided at least two (2) competitive written bid; and

WHEREAS, the Department of Parks and Recreation solicited two (2) competitive written quotes from Olshan Foundation Solutions and MidSouth Crawl Space Solutions; and

WHEREAS, the written quotes received from Olshan Foundation Solutions and MidSouth Crawlspace Solutions were as follows:

Company	Price
Olshan Foundation Solutions	\$15,820.00
MidSouth Crawlspace Solutions	\$18,410.00

WHEREAS, Olshan is a Limited Liability Company currently in good standing with the State of Mississippi, created under the laws of Mississippi on June 17, 1999.

WHEREAS, the Department of Parks and Recreation has evaluated the quotes received and determined that the quote furnished by Olshan is the lowest and best quote received; and

WHEREAS, Olshan submitted an agreement for the work to be performed, which contained a description of the services and pricing; and

WHEREAS, the terms and conditions of the agreement indicate that Olshan will not be responsible for damage to plumbing, underground utilities, sprinkler system or other systems resulting from deterioration, separate caused by structure movement or pre-existing problems and leaks; and

WHEREAS, the agreement indicates that Olshan will not be liable if, as part of the work, some component parts in the structure, such as plumbing, electrical, floor covering, sheetrock,

Agenda Item No.:\_ September 9, 2025 Hutton, Horhn plaster, stucco, brick mortar, wallpaper, roofing, vinyl products, may pull apart, tear, break, crack, bulge, stretch, and wrinkle; and

WHEREAS, the agreement indicates that Olshan will not be responsible for making cosmetic repairs, redecorating, or replacing any materials not specifically required in the agreement, and any such damage or repairs are the responsibility and liability of the City of Jackson; and

WHEREAS, the pricing included a 1-year polyurethane injection warranty; and

WHEREAS, the terms of the polyurethane injection warranty indicate that repairs will be made at no charge for defects due to faulty workmanship; and

WHEREAS, the 1-year warranty excludes indirect or consequential damages, damage caused by abuse, misuse, neglect, work performed by others, or improper care and cleaning; and

WHEREAS, the agreement also included a ten (10) year warranty on the Cablelock ST Plus Exterior Warranty; and

WHEREAS, the terms of the Cable Lock ST Plus Warranty indicate that Olshan will reraise or adjust settled areas where the work has been installed with no cost for materials or labor to make the adjustment, and does not include adding additional underpinning in other areas; and

WHEREAS, adjustments required due to movement in other areas are not covered by the warranty and may require additional repair at the cost of the City of Jackson; and

WHEREAS, the Cable Lock ST Plus Warranty excludes (1) all costs for removal and replacement of collateral structural or cosmetic components, including but not limited to floors, wall coverings, windows, decks, landscaping, or tunneling required to access the work; (2) all damage caused by catastrophic occurrences and acts of God; (3) all work done by another party in areas where Olshan's work was performed; (4) Any movement of the foundation not due to settlement such as "heave" or horizontal movement; (5) all costs of redecorating, repairing, or replacing any materials or items not specifically incorporated in the product installed; and

WHEREAS, the best of the City of Jackson would be served by accepting the bid of Olshan and authorizing the Mayor to execute the agreement; and

WHEREAS, the governing authority for the City of Jackson explicitly rejects any and all terms and conditions set forth in the proposed agreement that are prohibited under the laws of the State of Mississippi.

IT IS ORDERED that the written bid of Olshan for the repair of the foundation at the Grove Park Community Center is accepted, and the mayor is authorized to execute the contract submitted by Olshan.

**IT IS ORDERED** that payment for the work shall not exceed the sum of \$15,820.00, and any change orders must be approved *prior* to commencement of the additional work.

IT IS ORDERED that payment for the work shall be made from Account 223.501.10-6419

IT IS FINALLY ORDERED that the governing authority for the City of Jackson explicitly rejects any and all terms and conditions outlined in the proposed agreement that are prohibited under the laws of the State of Mississippi.

(HUTTON, HO	)RHN)	
Item No.:	Date:	

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

**DATE: August 22, 2025** 

	POINTS	COMMENTS
1.	Brief Description	Order Accepts Bid Olshan Foundation for Repair Foundation at Grove Park and Authorizes Execution of Contract
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life, Neighborhood Enhancement, Youth and Education
3.	Who will be affected	Department of Parks and Recreation, users of Grove Park Community Center, Olshan Foundation
4.	Benefits	City of Jackson will avoid structural deterioration and be available for use for years to come
5.	Schedule (beginning date)	Upon Council Approval
6.	Location: WARD  CITYWIDE (yes or no) (area)  Project limits if applicable	Ward 4
7.	Action implemented by: City Department  Consultant	Department of Parks & Recreation
8.	COST	\$15,820.00
9.	Source of Funding General Fund Grant Bond Other	Account No. 223.501.10-6419
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 √

Parks & Recreation Department 633 North State Street, 5th Floor P O Box 17 Jackson, MS 39205 601-960-0471 (Office)

Website: www.jacksonms.gov

# Memo

TO:

Mayor Jon Horhn

FROM:

Steve Hutton, Director

Department of Parks and Recreation

Date:

July 22, 2025

RE:

Agenda: Grove Park Special Project

This is a memorandum requesting the City of Jackson to accept Olshan Foundation Solutions for the repair of the foundation at Grove Park Community Center.

IT IS REQUESTED that Olshan Foundation Solutions be accepted to repair the foundation at Grove Park Community Center.

IT IS ALSO REQUESTED that payment in the amount of Fifteen Thousand Eight Hundred and Twenty Dollars (\$15,820.00) be approved and paid from account number 223.501.10-6419-Other Professional Services.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

SH/js

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

Facsimile: (601) 960-1756

# OFFICE OF THE CITY ATTORNE

This ORDER ACCEPTING THE BID SUBMITTED BY OLSHAN FOUNDATION REPAIR COMPANY OF JACKSON, LLC D/B/A OLSHAN FOUNDATION SOLUTIONS ("OLSHAN") AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH OLSHAN FOUNDATION FOR REPAIR OF THE FOUNDATION AT THE GROVE PARK COMMUNITY CENTER is legally sufficient for placement in NOVUS Agenda.

Drew Martin, City Attorney

Sondra Moncure, Special Assistant 2

Carrie Johnson, Deputy City Attorney Carne Junson



www.olshanfoundation.com

mmansmann@oishanfoundation.com (601)898-0403 5835 N COMMERCE PLAZA JACKSON, MS, 39206

#### Agreement / Contract

Olshan Foundation Repair Co. of Jackson, LLC (dba Olshan Foundation Solutions), hereinafter called CONTRACTOR, enters into this agreement on this July 17, 2025, with: Lisa Wilson - City of Jackson, hereinafter called OWNER to provide labor, equipment, and materials for the work herein upon the structure located at: 4126 Parkway Ave, Jackson, Hinds, MS 39213, United States

#### **Owner's Contact**

### Certified Structural Technician

Lisa Wilson - City of Jackson (601) 960-0635 lwilson@city.jackson.ms.us

Freddie Moore (601) 691-0240 fmoore@olshanfoundation.com

#### **Product List**

Add Ons		Quantity
Engineering Review/Letter		1
Mobilization		
Base Price: Less than 60 miles		1
Permit Fee		
Base Price: New install		1
	Subtotal	\$1,000.00

Pilings/Piers	Quantity
Concrete patch	8
Up to 4in depth, 1 yr limited warranty, New concrete may not match in color/texture of original concrete.	

#### Cablelock ST Plus - Exterior

Interlocking Steel/Concrete Hybrid with Steel Cable reinforcement.

8 Base Price: Commercial CLSTP - 10yr

Note: Possible Additional Charges (If needed): Remove Previous Work / Concrete \$100 per Hour Steel Support / Angle Iron \$40 per pilling

> \$11,600.00 Subtotal

#### Polyurethane Injection

#### Quantity

#### **PolyLift**

1 Year Warranty. The price quoted is for the specified amount as noted on the drawing. Additional material may be needed if a void is found greater than anticipated during the initial inspection. A change order will be needed and approval for additional charges will need prior approval before the additional poly urethane material is installed. \$12/lb is charged for the additional poly urethane material.

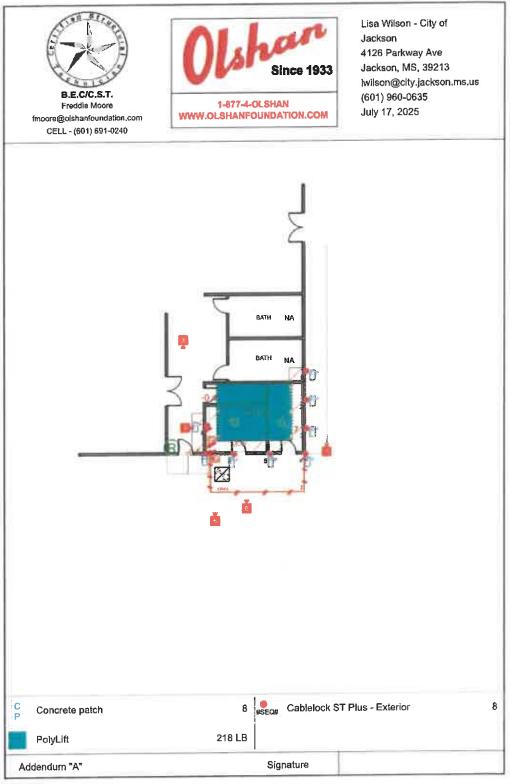
Base Price: 1 Year Service \	Varranty		218 LB
	, , , , , , , , , , , , , , , , , , ,	Subtotal	\$3,220.00
		Subtotal	\$15,8 <b>20</b> .00
		Total	\$15,820.00
Payment			
Balance			\$15,820.00
Payment Terms: Payment for services to be p completion	aid: (1/2) \$7,910.00 Half due	when work begins, (1/2)\$	7,910.00 Balance due upon
3rd party payment method			Payment options
<<< Owner Initial acknowledge of the Install Period, CONTRACTOR WILL REICONTRACTOR WILL REICONTRACTOR'S WARRANTY EXCHISTORY OF THE INSTALL PERIOD, CONTRACTOR'S WARRANTY EXCHISTORY OF THE INSUSE, NEGLECT, WORK PERFORM OF THE INSUSE OF THE INSUS OF THE IN	ATION FOR ONE YEAR FROM PAIR AT NO CHARGE TO YOU CLUDES INDIRECT OR CONSIDERMED BY OTHERS, OR IMPLY, MECHANICAL AND ELECTION ARE NOT WARRANTED ENGLISHED TO THE STATE OF THE S	D IS SPECIFIED, CONTRACT I ITS COMPLETION DATE. DI I, ANY DEFECTS DUE TO FA EQUENTIAL DAMAGES, DAM ROPER CARE/CLEANING. YO RICAL PARTS ARE COVERED BY CONTRACTOR.  NS, Warranties provided and with the OWNER. To the ext and by Contractor within 30 and	OR WARRANTS THE URING THE WARRANTY ULTY WORKMANSHIP. AGE CAUSED BY ABUSE, DU MAY HAVE OTHER D BY AND LIMITED TO drawings (Addendum A) ent there is a conflict days to be binding upon eement. By signing below, i
Docusigned by:  Freddie Moore  Freddie Moore	7/17/2025 — Date	Customer Signature	e Date
8igned by:		-	
Alile Managarata	7/18/2025		

Date

Date

**Customer Signature** 

General Manager (Contractor)



# Absolute Level

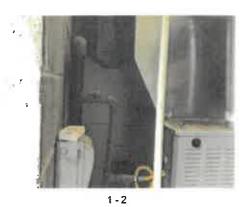
Olshan Does Not Guarantee Absolute Level or Crack Closure

## **Urethane Waste Water Testing**

A pre-injection waste water plumbing test is available at an additional cost from contractor and is always recommended but not required prior to any urethane injection.

A waste water plumbing test will determine if leaks exist in the below grade waste water plumbing system prior to the urethane injection to attempt to minimize the chances of urethane intrusion into the waste water system. If leaks exist, an additional isolation test will also be required to locate the leak(s) at an additional charge. Regardless of whether a plumbing test is performed or not, contractor specifically disclaims any responsibility and owner accepts responsibility for maintaining and or replacing any and all damaged plumbing.



















5-1



5-2



5 - 3



5 - 4



5 - 5

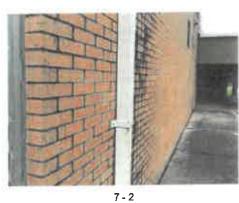




6-2







General Terms and Conditions

Scope: This Agreement is between You (also referred to as "Owner") and Olshan (also referred to as "Confractor"). The "Scope of Work" (referred to below as the "Work") to be performed in as set forth on the Agreement and drawings provided and referred to as Addressure. Installation is limited to the described Scope of Work, subject to any agreed upon Change Order. All Work will be completed in substantial accordance with the described Scope of Work. The "Scope of Work" is not intended to be an exclusive remedy concerning the current or future need for additional work in other areas associated with this structure.

upon Change Crder. All Work will be completed in substantial accordance win the described covered to the content of future need for additional work in other areas associated with this structure.

Although Contractor has examined the Structure, Contractor is not familiar with conditions below grade level, the design of the foundation, or the construction materials used in the foundation and title repair plan is based upon experience in the industry. The price quiet is based upon visual observations and with the assumption the Structure has been built using standards of construction and concrete or other materials thickness as datarmined by standard building codes and practices. Unless specified, the Scope of Work is not based on an Engineering Structural report, You may obtain an independent Engineering Review at your own discretion and cost to evaluate the scope of work prior to signing this Agreement Prior to commencement and during the performance of the Work, conditions may exist or be discovered that were not visible or known when the Agreement

was submitted and signed, it any unforeseen or unknown conditions arise or are discovered, Contractor, in its sole discretion, may provide Owner with a Change Order for a new "Scops of Work" for Owner to sign and approve, Unless specified in the "Scops of Work", this Work does not include the services of an independent registered Engineer to evaluate, design, inspect, or report on the Work performed. Owner acknowledges acceptance of the "Scops of Work" to be performed by Contractor, if an Engineer or other third party is amployed by Owner, sil cost and liability associated with the third party systemation and recommendations shall be the sole responsibility of Owner and may require a Change Order.

Your Responsibilities: If the property is subject to any easements, covenants or other legal encumbrances that could affect installation or the work to be performed. You agree to (i) facilities the location of undergroundloverhead utility lines, (ii) identify your property lines, (iii) ensure that construction areas are free of preexisting hazards, i.e., unsafe physical conditions or environmental hazards and building/coning or code violations, (iv) to grent Contractor access to construction areas during working hours, (v) previde power and water to construction areas, (vi) to keep unstained off minors out of the construction areas at the Work is in progress (vi) keep pats out of the construction areas at all times while the Work is in progress, and (vi) keep all permits on display at all times. If YOU CHOOSE TO ASSIST CONTRACTOR WITH ANY PART OF MATERIAL DELIVERY, INSTALLATION, OR ENTER THE CONSTRUCTION AREA, YOU ASSUME THE FULL RISK AND ASSOCIATED PERSONAL INJURY LIABILITY.

You agree that all warranty claims against Contractor, it's employees, agents, owners, or subcontractors, under this Agreement shall be made to Contractor within 30 (thirty) iar days of the data You first become aware of the problem.

Contractor's Responsibilities: Contractor will complete the Work in a workmantike manner. Contractor may either not start, or immediately discontinue, installation Contraction a Respiritationness. Contraction was compared as every in a workingstace measurement of unforced in the state of immediately decorations, installation upon discovery of unforceden, hidden or unknown physical or hezardous conditions at Your property. Contractor is not required to repair such conditions. Under this Agreement, Contractor may perform the installation, or arrange for the installation through an authorized specialty subcontractor.

EXCLUSIONS FROM LIABILITY: The seven (7) provisions contained herein are expressly material to this agreement and the cost to the Owner for the "Scape of Work" is determined part by the ACCEPTANCE by the OWNER to these provisions by

- 1. During the course of, or as a result of the Work, some of the companent parts and materials included in the Structure such as plumbing, electrical, floor covering, sheetrock, plaster, structo, brick, brick mortar, wallpaper, ronfing, viny) products, etc. may pull apart, fair, brick bulge, stratch, and writhle. It is understood and agreed that the Contractor is not liable for the damage to or cost of repair of the same. Additionally, Contractor is not liable for and this Agreement excludes any responsibility or Itability for Contractor to make commetic repairs, redecorating, or replacement of materials not specifically required in this Agreement Any such damages or repairs are the sole responsibility and liablify of Owner. If interior repairs require removal of caspet, life or any type officer covaring Contractor will remove such floor covaring as needed but will not re-stretch or re-seam or replace any such floor covering unless specifically included in the Scope of Work.
- ctor is not responsible for damage to plumbing, underground utilities, sprinkler systems, or other systems resulting from deterioration, separation caused by structure movement, or pre-existing problems and baks.
- 3. Access holes in the sist, walks, porches or driveways created by Contractor will be patched with concrete. Concrete patches will not match in color. Access by turneling is an additional patches. charge. The cost for access by tunneling for warranty work is NOT covered by Warranty.
- 4. Contractor may need to remove plants and shrubbery which obstruct installation arees. Any item removed will be replanted. Contractor is not responsible for damage to or loss of landscaping and Contractor does not provide any warranty on landscaping
- 5. MOLD, LEAD AND OTHER CONTAMINANTS: Contractor and Owner expressly agree that Contractor and its employers, officers, directors, shareholders, affiliates and agents shafl not be liable for damages or costs of any type and Owner will hold harmless and indemnify Contractor from any and all claims or causes of action, including negligence, arising in any way from exposure to or the presence, refesse, growth or origin of any microorganism, organic or morganic contaminant including, but not limited to, motel, mildew, fungus, yeast, allergens, infectious agen dry rot, rust or lead occurring in any way as a result of the services provided and work performed.
- 6. Contractor is not responsible for water intrusion from patched concrete, Owner understands and agrees that all concrete patches should be sested with concrete seatant by Owner before any coverings are replaced. Contractor does not seel such patches.
- 7. No warranty express or implied on future flooding or water intrusion.

CHANGES AND CHANGE ORDERS: Contractor may perform additional work it is the subject of a Change Order, and may be subject to additional charges. Any changes to the CHANGES AND CHANGE ORDERS: contractor may perform additional work if it is the subject of a Change Order, and may be subject to additional changes. Any changes to the Scape of Work, i.e., a substitution of materials or an expansion or contraction of the Scope of Work, i.e., a substitution of materials or an expansion or contraction of the Scope of Work, i.e., a substitution of materials or an expansion or contraction of the Scope of Work is expensed. Any Change Order must be clear in scope and specify any additional payment that may be required. Following discovery of praviously undisclosed/ unidentified degal encumbrances on promises, building/zoning code violations, or hidden/unforeseen physica/inazardous conditions or material changes in "Work Scope" conditions, Contractor may immediately ask for a Change Order of discontinue installation and terminate this Agreement without further obligation to You. If Owner does not spread the changes and costs outlined in the Change Order, Contractor may refund monies paid less cost of materials and labor incurred, and this Agreement shell be of ne force and effect, and the Warranty shall be void.

WARRANTY EXCLUSIONS AND LIMITATIONS: YOU WILL BE PROVIDED A COPY OF THE WARRANTY TERMS AND CONDITIONS APPLICABLE TO THE WORK. YOU MAY WARRANTI EXCLUSIONS AND LIMITATIONS: TO THE PROPERTY OF THE PROPERTY TERMS AND CONDITIONS IS MULTIPLE WARRANTY TERMS AND CONDITIONS IS MULTIPLE WARRANTY TO SERVICES.

AGREEMENT THAT YOU HAVE RECEIVED, READ AND UNDERSTAND THE WARRANTY TERMS AND CONDITIONS FOR THESE PRODUCTS OR SERVICES.

Financed Transactions: If You are financing this transaction in whole or in part, Your separate toan agreement (to which Contractor is NOT a party) will determine: (i) the amount financed (the amount oferedit provided to You); (ii) the associated finance charges (the dollar amount the loan will cost You); and (iii) the total payment (the amount You will have paid when You have made all scheduled payments). You will be further subject to Your loan agreement's terms and conditions.

Payment for services is due per the terms defined in Agreement If full payment is not made within thirty (30) days after completion of the Work Owner will be assessed a one hundred dollar (\$1.00) late payment penalty fee plus monthly interest charge calculated as the leaser of 1.5% or the highest lewfull rate permitted by law on any outstanding balance until the balance is paid in full. You agree to pay all cests and expenses, including attorney fees, incurred in collecting unpaid balances.

Security interests/Liens: if You make all payments as required under this Agreement, no security interest will be plead against Your property by Contractor. If a security interest is placed on Your property, it creates a firen, mortgage, or other claim against Your property to secure payment and may cause a loss of Your property if You fall to pay as requested.

LIMITS OF CONTRACTOR LIABILITY: Owner agrees, to the fullest extent permitted by law, that Contractor's Bability for any and all claims, losses, costs, damages of any natura whatsoever shall be limited to and will not exceed the total paid by Owner to Contractor on this project Such claims and causes include, but are not limited to negligence, strict Hability, breach of contract or warranty. Contractor shall not be liable for any inherent, consequential, special, exemplary, or resulting damages regardless of whether the claim is based on warranty, contract, statutory temedy, negligence or tor towner understands and agrees Contractors abbility for work performed shall be limited to the correction of any materials and work manship as satforth in the Agreement. If it is determined that damage was caused by Contractor's negligence, Contractor [sability is limited to making adequate repairs, Contractor shall not be liable for the cost of new replacement or new construction, Both Owner and Contractor herby welve any claims against the other for jost use, jost profit, jost revenue, Indirect, Incidental or consequential and/or exemplary damages releting to the installation, materials, or services of Contractor or authorized service provider to this agreement.

agreement.
To the extent Owners' state does not allow the exclusion of limitation of incidental propagation of damages, this section shall only apply to the extent permitted by law.

ARBITRATION: Contractor and Owner agree that any dispute or lawault arising out of this Agreement and Warranties shall be resolved by mandatory and binding arbitration pursuant to the arbitration laws in this state and in accordance with this agreement and the rules of the American Arbitration Association (AAA). Parties may arbitrate with an agreed upon arbitrator, if unable to agree, binding erbitration shall be administered by AAA. All costs shall be divided equally among the parties.

ELECTRONIC SIGNATURE: The parties to this Agreement agree that digital or imaged signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

BY SIGNING BELOW, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OUTLINED ABOVE AS PART OF THIS AGREEMENT AND YOU WILL ABIDE BY THE TERMS AND CONDITIONS AS SET FORTH IN THE AGREEMENT AND YOU AUTHORIZE THE CONTRACTOR TO PERFORM THE WORK AS SPECIFIED IN THE AGREEMENT SUBJECT TO THESE TERMS AND CONDITIONS. This contract contains all of the terms and conditions agreed to by both parties and no other representations, warranties or agreements, expressed or implied, shall very the tenns of this contract and may not be changed except by an instrum signed by both parties. BEFORE SIGN ING, YOU ARE ADVISED TO CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS CONCERNING THIS AGREEMENT.

CANCELLATION: OWNER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO CONTRACTOR BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING THIS AGREEMENT. It cancelled , Owner's payments will be returned within ten (1 0) business days efter receipt of the Notice of Cancellation.

Owners Signatures (only required if these Terms and Conditions are not printed on back of AGREEMENT):

Owner(s): \_ v.02.06.23

Page 8 of 10

Certificate Number: SAMPLE



### 10 YEAR FOUNDATION SERVICE WARRANTY

This certifies that the CABLE LOCK ST PLUS SYSTEM OF REPAIR has been installed on the property at:

# SAMPLE

If any adjustments are required during the Warranty Period due to settling, Olshan will adjust areas previously underpinned by Olshan without cost to the owner, subject to the Warranty Terms and Provisions. This Warranty is completely transferable to any and all future owners of this home subject to "Conditions For Transfer".

# CABLE LOCK ST PLUS WARRANTY TERMS AND PROVISIONS

# IMPORTANT FACTS CONCERNING YOUR WARRANTY:

Soll conditions in this area are such that some future shifting of the soil may occur, particularly during periods of extended dry weather, which may result in new or additional settling. Therefore, we do not guarantee that the structure will not experience additional movement. This warranty provides that Olshan will re-raise or adjust settled areas where the work has been installed with no cost for materials or labor to make the adjustment. Our warranty does not include adding additional underplinning in other areas. If a building is partially underplinned, settlement may occur in areas not underplinned by Olshan such as the remainder of the perimeter and/or the interior of the building. Adjustments required due to movement in these other areas are not covered by our warranty and may require additional repairs at owner's cost. If the work performed was a partial underplinning of the structure, then the remaining structure may move independently of the underplinned area creating a greater differential than if the entire structure was underplinned or no underplinning was done.

# THIS WARRANTY EXCLUDES ALL OF THE FOLLOWING:

- All costs for Removal and Replacement of collateral structural or cosmetic components, including but not limited to floors, wall coverings, windows, decks, landscaping, or tunneling required to access our prior work.
- All damage caused by catastrophic occurrences and acts of God including, but not limited to earthquakes, floods, hurricanes, tomadoes, war, terrorism, fire, sink holes or mud slides.
- All work done by another party in areas where Contractor's work was performed. If work is performed on an area warranted by Contractor without Contractor's prior written approval, ALL WARRANTY for the repair is VOIDED.
- Any movement of the foundation not due to settlement such as "Heave" or "horizontal movement". "Heave" is defined as the swelling of the soils resulting in differential uplift of the structure and "horizontal movement" may be caused by soil erosion, creep and or slough of the soils. These conditions may be caused by excess moisture from plumbing leaks, poor drainage (surface and subsurface), flooding, rising water table, trees or their removal, or other causes. Maintaining proper drainage, plumbing and landscaping is the responsibility of the owner.
- All costs of redecorating, repairing or replacing of any materials or items not specifically incorporated in the product installed per the agreement. By example, it is possible that more stress fractures may develop and damage may result such as, but not limited to, sheetrock, wall plaster, tile, wooden members, roof, or other rigid materials and these items are not covered.

### TRANSFERRING WARRANTY:

Upon satisfaction of the following conditions, the Warranty will be transferred by Owner to a subsequent purchaser of the Property. Representation of the Warranty to prospective buyers must disclose these conditions. Conditions For Transfer. (1) Owner must provide Contractor an Olshan Request For Warranty Transfer form signed by both the New Owner and Prior Owner prior to the sale/purchase of the Property; (2) At Contractor's discretion, Contractor must be permitted access to the property to perform a limited assessment of the prior repairs covered by this warranty to determine if any intervening situations have occurred that must be corrected prior to transfer or that may have voided the warranty; (3) Contractor must be paid a \$200 transfer fee, and (4) the terms, conditions and provisions of the contract and warranty must be provided to new Owner. Upon satisfaction of the foregoing conditions and Contractor's approval of the repair of any intervening situations identified by the assessment, a written Confirmation of Transfer will be provided to New Owner by Contractor. Fallure to comply with all of these requirements within 90 days of the sale/purchase will result in the warranty being voided.

<sup>\*\*</sup>Cost is adjusted annually based on Annual Average Consumer Price Index as published by US Dept. of Labor using a baseline year of 2010



Certificate Number: SAMPLE

# **1 YEAR URETHANE INJECTION WARRANTY**

This certifies that the Urethane Injection(s) has been installed on the property at:

### SAMPLE

If any adjustments are required during the Warranty Period due to settling, Olshan will re-inject, for \$75.00 per hole, subject to the Warranty Terms and Provisions. This Warranty is completely transferable to any and all future owners of this home subject to "Conditions of Transfer".

\*\*Cost is adjusted annually based on Annual Average Consumer Price Index as published by US Dept. of Labor using a baseline year of 2010

### **URETHANE INJECTION WARRANTY TERMS AND PROVISIONS**

# IMPORTANT FACTS CONCERNING YOUR WARRANTY:

Soil conditions in this area are such that some future shifting of the soil may occur, particularly during periods of extended dry weather, which may result in new or additional settling. Therefore, we do not guarantee that the structure will not experience additional movement. This warranty provides that Olshan will re-raise or adjust settled areas where the work has been installed with no cost for materials or labor to make the adjustment. Our warranty does not include adding additional underpinning in other areas. If a building is partially underpinned, settlement may occur in areas not underpinned by Olshan such as the remainder of the perimeter and/or the Interior of the building. Adjustments required due to movement in these other areas are not covered by our warranty and may require additional repairs at owner's cost. If the work performed was a partial underpinning of the structure, then the remaining structure may move independently of the underpinned area creating a greater differential than if the entire structure was underpinned or no underpinning was done.

### THIS WARRANTY EXCLUDES ALL OF THE FOLLOWING:

- All costs for Removal and Replacement of collateral structural or cosmetic components, including but not limited to floors, wall coverings, windows, decks, landscaping, or tunneling required to access our prior work.
- All damage caused by catastrophic occurrences and acts of God Including, but not limited to earthquakes, floods, hurricanes, tornadoes, war, terrorism, fire, sink holes or mud slides.
- All work done by another party in areas where Contractor's work was performed. If work is performed on an area warranted by Contractor without Contractor's prior written approval, ALL WARRANTY for the repair is VOIDED.
- Any movement of the foundation not due to settlement such as "Heave" or "horizontal movement". "Heave" is defined as the swelling of the soils resulting in differential uplift of the structure and "horizontal movement" may be caused by soil erosion, creep and or slough of the soils. These conditions may be caused by excess moisture from plumbing leaks, poor drainage (surface and subsurface), flooding, rising water table, trees or their removal, or other causes. Maintaining proper drainage, plumbing and landscaping is the responsibility of the owner.
- All costs of redecorating, repairing or replacing of any materials or Items not specifically incorporated in the product installed per the agreement. By
  example, it is possible that more stress fractures may develop and damage may result such as, but not limited to, sheetrock, wall plaster, tile, wooden
  members, roof, or other rigid materials and these items are not covered.

### TRANSFERRING WARRANTY

Upon satisfaction of the following conditions, the Warranty will be transferred by Owner to a subsequent purchaser of the Property. Representation of the Warranty to prospective buyers must disclose these conditions. Conditions for transfer: (1) Owner must provide Contractor an Olshan Request For Warranty Transfer form signed by both the New Owner and Prior Owner prior to the sale/purchase of the Property; (2) At Contractor's discretion, Contractor must be permitted access to the property to perform a limited assessment of the prior repairs covered by this warranty to determine if any intervening situations have occurred that must be corrected prior to transfer or that may have voided the warranty; (3) Contractor must be paid a \$200 transfer fee, and (4) the terms, conditions and provisions of the contract and warranty must be provided to new Owner. Upon satisfaction of the foregoing conditions and Contractor's approval of the repair of any intervening situations identified by the assessment, a written Confirmation of Transfer will be provided to New Owner by Contractor. Failure to comply with all of these requirements within 90 days of the sale/purchase will result in the warranty being voided.

# 

FINAL ORDER GRANTING APPLICATION ON THE FOREST PARK APARTMENTS, II, L.P. D/B/A FOREST PARK APARTMENTS A PARTIAL AD VALOREM TAX EXEMPTION OF 40 MILLS FOR A FIVE-YEAR TAX EXEMPTION RESULTING FROM THE REHABILITATION AND RENOVATION OF THE FOREST PARK APARTMENTS COMPLETED DECEMBER 31, 2024, AS AUTHORIZED BY SECTION 27-31-50

WHEREAS, Forest Park Apartments, II, L.P., filed with the Jackson City Council, a sworn application for exemption from ad valorem taxation on improvements of a multi-family residential structure made in 2020; and

WHEREAS, Forest Park Apartments, II, L.P., submitted said application pursuant to the provisions of Mississippi Code Section 27-31-50 seeking an exemption from ad valorem taxes for a term of five (5) years beginning January 1, 2025; and

WHEREAS, the properties of said facility for which a tax exemption is sought are itemized and identified in the application filed by Forest Park Apartments, II, L.P.; and

WHEREAS, an initial resolution preapproving this exemption contingent on satisfaction of the requirements of Mississippi Code §27-31-50 and Jackson City Code §114-5 was approved by City Council on September 29, 2020; and

WHEREAS, the improvement cost of the facility was \$8,948,000.00, for which a tax exemption extension sought is \$268,440.00 over five years; and

WHEREAS, all statutory requirements for granting the requested exemption from ad valorem taxes have now been met, and the City Council of the City of Jackson, Mississippi, may now enter a final order in this matter; and

WHEREAS, the Department recommends that Forest Park Apartments, II, L.P., be granted an exemption from ad valorem taxation, as provided by law, upon all of the tangible property as described in Exhibits "A" the millage rate of 40 mills as necessary to the operation of Applicant's project in the City of Jackson, Hinds County, Mississippi, for a five-year exemption period beginning on the 1st day of January, 2025, and ending on the 31st day of December 2030; and

WHEREAS, City Ordinance § 114-5 requires that a property owner seeking the partial exemption provided for in this section shall file an application in triplicate with the city clerk by June 1 of the year immediately following the year in which the rehabilitation, renovation, or replacement occurs, and shall pay an application fee of \$50.00; and

WHEREAS, the property owner referenced herein filed an application prior to initiating the rehabilitation of the structures on the property, thereby substantially complying with the intent of the ordinance before commencement of work and thus a waiver, attached as Exhibit "B" has been granted.

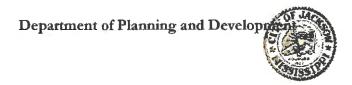
Agenda Item No.:\_ September 9, 2025 Anderson, Horhn **NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Jackson, Mississippi, as follows:

- 1. The application of Forest Park Apartments, II, L.P., for exemption from ad valorem taxes in an amount not to exceed \$268,440.00 on the improvements on the properties renovated beginning in 2020, which properties were completed and in place as of December 31, 2024, is hereby finally approved for a five (5) year period beginning January 1, 2025, provided further that nothing herein shall be construed to exempt the said properties from state ad valorem taxation or from ad valorem taxation for school district purposes.
- 2. The City Clerk shall enter this final order on the minutes of the City Council of the City of Jackson, Mississippi; shall forward a certified copy of this final order to the State Auditor of Public Accounts of the State of Mississippi; and to the State Tax Commission; and to the City Tax Assessor and County Tax Assessor, and shall obtain from the Tax Assessor a certificate stating that the \$8,948,000.00 of properties renovated by Forest Park Apartments, II, L.P., in 2020, that were completed and in place as of December 31, 2024, have been placed on the appropriate tax roll as "Non-Taxable," except for state ad valorem taxation and ad valorem taxation for school district purposes, for a five (5) year period beginning January 1, 2025, and ending December 31, 2030.
- 3. The above-referenced property owner is hereby granted a waiver from the requirement to file the application in triplicate by June 1 of the year following completion of rehabilitation and to remit the \$50.00 application fee, as otherwise required by § 114-5. This waiver applies only to the filing deadline and fee requirement for this matter, and all other provisions of City Ordinance § 114-5 remain in effect.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Jackson, Mississippi, that the City Council approves the said ad valorem tax exemption for a five (5) year period beginning January 1, 2025, and expiring December 31, 2030.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 8/12/2025

	POINTS	COMMENTS			
1.	Brief Description	FINAL ORDER GRANTING APPLICATION ON THE FOREST PARK APARTMENTS, II, L.P. D/B/A FOREST PARK APARTMENTS A PARTIAL AD VALOREM TAX EXEMPTION OF 40 MILLS FOR A FIVE YEAR TAX EXEMPTION RESULTING FROM THE REHABILITATION AND RENOVATION OF THE FOREST PARK APARTMENTS COMPLETED DECEMBER 31, 2024 AS AUTHORIZED BY SECTION 27-31-50, FOR A PERIOD OF FIVE (5) YEARS, AS AUTHORIZED BY, ET SEQ., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED			
2.	Purpose	Renovation to the property located at 1651 Forest Avenue in Jackson, MS.			
3.	Who will be affected	Applicant.			
4.	Benefits	Tax relief of renovations and improvements to properties that are necessary to sustain an attractive business.			
5.	Schedule (beginning date)	N/A			
6.	Location:  WARD  CITYWIDE (yes or no) (area)  Project limits if applicable	Ward 2			
7.	Action implemented by:  City Department	Department of Planning & Development  Office of Economic Development			
8.	COST	Reduction in unrealized revenue over 5 years: \$268,440.00			
9.	Source of Funding General Fund Grant Bond Other	Improvement Cost \$8,948,000.00  Assessed Value =*15% of Imprv cost \$1,342,200.00  City Taxes =*.40 of Assessed Value \$53,688.00  Reduction in revenue over 5 year period =*5 city \$268,440.00  taxes			
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_			



200 South President Street Post Office Box 17 Jackson, Mississippi 39205-0017

### **MEMORANDUM**

To:

John A. Horhn, Mayor

From:

Von Anderson, Interim Director

Date:

July 24, 2025

Subject:

Agenda Item

The attached agenda item is the final resolution granting Forest Park Apartments II, L.P. D/B/A Forest Park Apartments ad valorem tax exemption on the increase in ad valorem taxes of 40 mills for improvements to property located at 1651 Forest Avenue in Jackson, MS.

Pursuant to Section 27-31-50 of the Mississippi Code of 1972, as amended, the Jackson City Council adopted an Ordinance on November 25, 2003 providing for a partial ad valorem tax exemption on multi-family residential structures that are at least 25 years of age and contain no less than 25 units, which are rehabilitated, renovated or replaced.

Proposed cost until verified by Hinds County Tax Assessor once the project is completed in 2024:

Improvement Cost \$8,948,000.00

Assessed Value =\*15% of Imprv \$1,342,200.00

cost

City Taxes =\*.40 of Assessed Value \$53,688.00

Reduction in revenue over 5 year \$268,440.00

period =\*5 city taxes

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

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# **OFFICE OF THE CITY ATTORNEY**

This FINAL ORDER GRANTING APPLICATION ON THE FOREST PARK APARTMENTS, II, L.P. D/B/A FOREST PARK APARTMENTS A PARTIAL AD VALOREM TAX EXEMPTION OF 40 MILLS FOR A FIVE- YEAR TAX EXEMPTION RESULTING FROM THE REHABILITATION AND RENOVATION OF THE FOREST PARK APARTMENTS COMPLETED DECEMBER 31, 2024, AS AUTHORIZED BY SECTION 27-31-50 is legally sufficient for placement in NOVUS Agenda.

Drew Martin, City Attorney

Sondra Moncure, Special Assistant & M. 8/33/

Megan Bennett, Deputy City Attorney

Date



# PLANNING DEPARTMENT

# WAIVER OF REQUIREMENT UNDER CITY ORDINANCE § 114-5

Property Owner: Forest Park Apartments/Hughes Spellings LLC
Property Address: 1651 Forest Avenue. Jackson, MS 39213
Parcel Number: 730-3-1
WHEREAS, City Ordinance § 114-5 requires that a property owner seeking the partial exemption provided for in this section shall file an application in triplicate with the city clerk by June 1 of the year immediately following the year in which the rehabilitation, renovation, or replacement occurs, and shall pay an application fee of \$50.00; and
WHEREAS, the property owner referenced herein filed an application prior to initiating the rehabilitation of the structures on the property, thereby substantially complying with the intent of the ordinance before commencement of work;
Granted Waiver:  The above-referenced property owner is hereby granted a waiver from the requirement to file the application in triplicate by June 1 of the year following completion of rehabilitation and to remit the \$50.00 application fee, as otherwise required by § 114-5.
Conditions:  1. This waiver applies only to the filing deadline and fee requirement for this matter.
2. All other provisions of City Ordinance § 114-5 remain in effect.
3. This waiver does not constitute approval of the partial exemption itself, which remains subject to applicable review and determination.
Date: 8/15/25
Authorized By:
Planning Director / Authorized Official
City of Jackson Planning Department  Date:

# Exhibit A

# APPLICATION OF INTENT FOR AD VALOREM TAX EXEMPTION

# CITY OF JACKSON

Please type or print clearly. When you have completed the application, submit the original <u>plus</u> two copies, including the required supporting documentation.

	Property Location.		
651 F	orest Ave.	maken der mikhali (1994 - 1, 1997)	
		Street Address	
Jackso	n, MS	39213	730-3-1
City/St	tate	Zip Code	Parcel #
2.	Name of Property/Develope	r	
Forest	Park Apartments / Hughes Sp	pellings LLC	
3.	Current Property Zoning		
R-4: L	imited Multifamily Residential		Service of the servic
4.	Property Legal Description	(Attach Deed):	
See at	tached legal description.		
5.	Applicant:		
	Park Apartments II, LP	662-773-626	9 ;302 & 601-906-4243
	Name		Telephone #
12890	Highway 15 South Bypass	Louisville, MS	39339
	Street Address	City/State	Zip Code
6.	Owner:		
Forest	Park Apartments II, LP	(same as applicant)	662-773-6269 :302

number

1289	O Highway 15 South Bypass	Louisville, MS	39339			
	Street Address	City/State	Zip Code			
7.	Tax Assessed Value Prior	Tax Assessed Value Prior to Rehabilitation:				
	\$364,698					
	(Attach property tax receipt	)				
8.	Prior Use of Property					
	Multi-family residential					
	Number of Units:	120				
	Unit Makeup:					
	One Bedrooms:	24				
	Two Bedrooms:	44				
	Three Bedrooms:	40				
	Four Bedrooms:	_ 8				
	Five Bedrooms:	4				

9.	Current Use of Property: (Occupied/Vacant)  Multi-family residential	<del></del>
10.	Architect:  DNA Workshop 235 South 14th Street, Baton Rouge, Lo	uisiana 70802
11.	Contractor: Hughes Construction Company Inc. 12890 Highway 15	South Bypass Louisville, MS 39339
12.	Description of Rehabilitation/Construction Work:  New roofing, flooring, repair and replace drywall, window breezeway reconstruction; Adding air conditioning, new highting fixtures and ceiling fans; New kitchen component components; new plumbing & electrical as needed; repair building renovation; improved security; improved Accession	neat, new water heaters, new ts and appliances; New bath ir of paving; sitework; community
13.	Estimated Cost of Renovations:  Estimated to be \$8,948,000 including all contractor prof  (Attach itemization of the actual cost of the improvement	
14.	Photographs:  See attached,  (Attach a minimum of 4 photographs in color.)	
15.	Signatures:  By signing this application, I hereby acknowledge that subsequently submitted is true and correct to my know requirements set forth in section 27-31-50 Mississippi Section 70-7, Jackson Code of Ordinances for receipt of the contract of the c	rledge, and that I will have met the i Code of 1972, as amended, and of an ad valorem tax exemption.
APPI IC	CANT SIGNATURE	7/30/2020 Date
	Park Apartments II, LP	
	est Park II GP. LLC. its General Partner	

By CHH Enterprises, Inc., its Member By Christopher H. Hughes, Manager

7/30/2020 OWNER'S SIGNATURE

Forest Park Apartments II, LP

By Forest Park II GP, LLC, its General Partner

By CHH Enterprises, Inc., its Member

By Christopher H. Hughes, Manager

This application should be returned to the City of Jackson, Attn: Office of Housing and Community Development, 218 South President Street, P. O. Box 17, Jackson, MS 39205-0017. If you need information or assistance, please contact the Office of Housing and Community Development staff at 601-960-4239.

# 

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDERS #100-101/2 AND RELATED DOCUMENTS TO THE CONTRACT #2024443 WITH QUALITY/COMMUNICATION, INC. FOR SECURITY CAMERA SYSTEM SOLUTION OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN)

WHEREAS, on September 10, 2024, the governing authorities authorized the Mayor to execute an agreement with Quality Communications, Inc. for a security camera system solution; and

WHEREAS, the Department of Planning and Development has determined that it is in the City's best interest to execute Change Orders #100 & 101 to Contract #2024443 to provide a security camera system solution; and

WHEREAS, during installation and implementation, multiple issues were identified that require change orders to correct; and

WHEREAS, Change Orders #100 & 101 resulted in an increased amount not to exceed twenty-seven thousand three hundred ninety-seven dollars and twenty-five cents (\$27,397.25); and

WHEREAS, for all work to be completed in accordance with the contract documents, minor modifications to the existing plans are required, and a description of each change is listed below.

Change Order #100: During installation, QCI identified blind spots that were not initially identified, and this requires additional security system coverage (\$25,318.25)

Change Order #101: During implementation at 1785 Highway 80W, the access door and alarm system would not work properly because several doors need to be repaired. The repairing of these doors will ensure the safety and security of the facility and employees by allowing the systems to be fully functional (\$2,079).

IT IS, THEREFORE, ORDERED that the governing authorities hereby authorizes the Mayor to execute Change Orders #100 & 101 and related documents to the agreement with Quality Communications, Inc. increasing the contract by an amount not to exceed twenty-seven thousand three hundred ninety-seven dollars and twenty-five cents (\$27,397.25), bringing to the total cost of the contract to \$540, 792.70; with eighty percent (80%) of the cost or twenty-one thousand nine hundred seventeen dollars and eighty cents (\$21,917.80) to be paid by the Federal Transit Administration and twenty percent (20%) or five thousand four hundred seventy-nine dollars and forty-five cents (\$5,479.45) from local match from the City's FY2025 Transit Budget.

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE 6/3/2025

P	OINTS	COMMENTS		
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUT CHANGE ORDERS#100-101 AND RELATE DOCUMENTS TO THE CONTRACT #2024443 WIT QUALITY COMMUNICATION, INC. FOR SECURIT CAMERA SYSTEM SOLUTION OF THE JACKSO PUBLIC TRANSPORTATION SYSTEM (JTRAN)		
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.		
3.	Who will be affected	Residents and visitors of JAMF		
4.	Benefits	Residents and visitors of JAMF		
5.	Schedule (beginning date)	Upon request		
6.	Location:	Department of Planning & Development/Office of Transportation/All wards		
7.	Action implemented by: City Department	Department of Planning & Development Office of Transportation		
8.	COST	\$27,397.25		
9.	Source of Funding General Fund x Grant x Bond Other	Total Cost: \$27,397.25 Acct#: 187.565.50.6461 (\$25,318.25)		
10.	EBO participation	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  NABF % WAIVER yes no N/A X		

# MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Jhai Keeton, Director

Department of Planning & Development

FROM: Christine Welch, Deputy Director

Office of Transportation

**DATE:** May 23, 2025

RE: Agenda Item for June 3, 2025 City Council Meeting

The attached agenda item authorizes the Mayor to execute change orders #100-101 with Quality Communications, Inc. for security camera system solutions for the City's Public Transit System-JTRAN with cost not to exceed \$27,397.25.

The City council order authorizing approval of the contract #2024443 was on September 10, 2024.

If you have any questions, please call Christine Welch, Deputy Director, Department of Planning and Development/Office of Transportation at (601) 960-1909 or e-mail cwelch acity tackson.ms.us.

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 CHANGE ORDERS #100-10 AND RELATED DOCUMENTS TO THE CONTRACT #2024443 WITH QUALITY COMMUNICATION, INC. FOR SECURITY CAMERA SYSTEM SOLUTION OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN) is legally sufficient for placement in NOVUS Agenda.

Drew Martin, City Attorney

Sondra Moncure, Special Assistant 4

Megan Bennett, Deputy City Attorney

# 

ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE AN EXTENSION WITH IVS, INC. DBA ANGELTRAX TO PROVIDE MOBILE SURVEILLANCE CAMERA SYSTEMS FOR THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN)

WHEREAS, on June 27, 2019, the governing authorities authorized the Mayor to execute the original agreement with IVS, Inc. d/b/a AngelTrax to provide mobile surveillance camera systems for the City of Jackson's Public Transportation System (JTRAN); and

WHEREAS, the action of June 27, 2019, related to the extension is recorded in Minute Book 6P, Page 327; and

WHEREAS, on August 16, 2022, Minute Book 6V, pages 589-590, the governing authorities authorized the Mayor to execute a two-year extension with IVS, Inc. to provide mobile surveillance camera systems for the public transportation system; and

WHEREAS, on November 19, 2024, the governing authorities authorized the Mayor to execute a one-year extension with IVS, Inc. to provide mobile surveillance camera systems for the public transportation systems; and

WHEREAS, IVS, Inc. d/b/a AngelTrax, Inc. has provided a written proposal for an extension beginning July 1, 2025 through June 30, 2026 to provide a one-year license for forty-seven JTRAN vehicles to operate the Pro 8 Central Management System, which includes 250 GB of storage space per server, preventative maintenance, and surveillance management software; and

WHEREAS, the Department of Planning and Development, Transit Division, is recommending that the governing authorities ratify and authorize the Mayor to execute the extension to the Agreement with IVS, Inc. d/b/a AngelTrax to provide mobile surveillance camera systems beginning July 1, 2025 through June 30, 2026 at a cost not to exceed twenty five thousand one hundred seventy-one dollars (\$25,171.00); and

WHEREAS, the Federal Transit Administration will provide twenty thousand one hundred thirty-six dollars and eighty cents (\$20,136.80) or eighty percent (80%) to fund the procurement described, with a local match from FY2025 Transit Budget of five thousand thirty-four dollars and twenty cents (\$5,034.20) or twenty percent (20%); and

WHEREAS, the Planning and Development Department recommends that the City of Jackson purchase mobile surveillance camera systems from IVS, Inc. d/b/a AngelTrax in accordance with GSA contract number GS-07F-0447V in an amount not to exceed \$25,171.00; and

WHEREAS. Section 31-7-59(1) of the Mississippi Code Annotated, as amended, states, "Any municipality of over one hundred thousand (100,000) population, according to the latest decennial census and qualified to do so, is hereby empowered to purchase from the General Services Administration of the United States of America, without advertising for bids, any and all articles of supplies and equipment necessary for the operation of said municipality so long as

Agenda Item No.: 21 September 9, 2025 Anderson, Horhn the purchase price of such articles is below the purchase price of similar articles on a state contract accepted by the Office of General Service; and

WHEREAS, Section 31-7-59(2) further states, "The aforesaid supplies and equipment may likewise be purchased from the General Services Administration without advertising for bids even though the Office of General Services does not have same listed on statewide contracts so long as the purchase price thereof is ten percent (10%) below the latest purchase price of comparable supplies and equipment; and

WHEREAS, the Department of Planning and Development represents that IVS, Inc. d/b/a AngelTrax is an authorized reseller of the aforesaid products and that AngelTrax's proposed purchase price is ten percent (10%) below the latest purchase price of comparable supplies and equipment.

IT IS, THEREFORE, ORDERED AND HEREBY RATIFIED, that the Mayor is authorized to execute the extension with IVS, Inc. dba AngelTrax to provide mobile surveillance camera system for the City of Jackson's Public Transportation System (JTRAN) beginning July 1, 2025, through June 30, 2026 at a total cost not to exceed twenty five thousand one hundred seventy-one dollars (\$25,171.00). The Federal Transit Administration will provide twenty thousand one hundred thirty-six dollars and eighty cents (\$20,136.80) or eighty percent (80%) to fund the procurement, with a local match from FY2025 Transit Budget of five thousand thirty-four dollars and twenty cents (\$5,034.20) or twenty percent (20%).

Item#
Agenda Date: July 1, 2025
By: (Keeton, Horhn)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE 7/1/2025

P	OINTS	COMMENTS			
1.	Brief Description/Purpose	ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE AN EXTENSION WITH IVS, INC. DBA ANGELTRAX TO PROVIDE MOBILE SURVEILLANCE CAMERA SYSTEM FOR THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN)			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.			
3.	Who will be affected	Residents and visitors of JAMF			
4.	Benefits	Residents and visitors of JAMF			
5.	Schedule (beginning date)	July 1, 2025			
6.	Location:	Department of Planning & Development/Office of Transportation/All wards			
7.	Action implemented by: City Department	Department of Planning & Development Office of Transportation			
8.	COST	\$25,171.00			
9.	Source of Funding General Fund x Grant x Bond Other	187.565.20.6231 187.565.30.6884 Grant(80%): \$20.136.80 General Fund(20%): \$5,034.20			
10.	EBO participation	ABE% WAIVER yes no N/A _X _ N/A _ X _ N/A _X _ N			

# MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Jhai Keeton, Director

Department of Planning & Development

FROM: Christine Welch, Deputy Director

Office of Transportation

**DATE:** June 10, 2025

RE: Agenda Item for July 1, 2025 City Council Meeting

The attached agenda item authorizes the Mayor to extend the Agreement with IVS, Inc. dba AngelTrax to provide mobile surveillance camera system for the City of Jackson's Public Transportation System (JTRAN) beginning July 1, 2025 through June 30, 2026 at a cost not to exceed twenty five thousand one hundred seventy-one dollars (\$25,171.00). The Federal Transit Administration will provide twenty thousand one hundred thirty-six dollars and eighty cents (\$20,136.80) or (80%) to fund the procurement described, with a local match from FY2025 Transit Budget of five thousand thirty-four dollars and twenty cents (\$5,034.20) or (20%). Extension will allow time for Transit Services to issue a RFP to attain a new contract,

A city council authorization order was approved on November 19, 2024 and is attached for reference. It is respectfully requested that this contract extension be executed.

It is the recommendation of this department that this contract addendum be approved. If you have any questions, please call Christine Welch, Deputy Director, Department of Planning and Development/Office of Transportation at (601) 960-1909 or e-mail <a href="mailto:cwelch@citv.jackson.ms.us">cwelch@citv.jackson.ms.us</a>.

455 East Capitol Street Post Office Box 2779 Jackson, Mississippi 39207-2779 Telephone: (601) 960-1790 Facsimile: (601) 960-1756

# OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE AN EXTENSION WITH IVS, INC. DBA ANGELTRAX TO PROVIDE MOBILE SURVEILLANCE CAMERA SYSTEMS FOR THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN) is legally sufficient for placement in NOVUS Agenda.

Drew Martin, City Attorney

Sondra Moncure, Special Assistant\_

Megan Bennett, Deputy City Attorney

127/25

Date

# 

# ORDER RATIFYING PROCUREMENT OF TOOLS AND SUPPLIES, REPAIR PARTS BY THE TRAFFIC DIVISION OF THE DEPARTMENT OF PUBLIC WORKS FROM CHRIS HAYNES ELECTRIC SUPPLIAND AUTHORIZING PAYMENTS TO SAID VENDOR

WHEREAS, the Traffic Division of the Department of Public Works had need of tools and supplies, and repair parts to perform maintenance on traffic signals in the City; and

WHEREAS, due to exigent circumstances, the procurement of these necessary tools and supplies, and repair parts was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, the Traffic Division procured tools and supplies totaling \$2,119.38 and repair parts—namely two covers for pull boxes for the traffic signals at the intersection of Medgar Evers Boulevard and Northside Drive—totaling \$1,270.65, all from Chris Haynes Electric Supply, Inc., as shown in the invoices attached hereto and incorporated into the minutes; and

WHEREAS, the repair parts have been installed and the tools and supplies are being used in the maintenance of City traffic signals.

IT IS, THEREFORE, ORDERED that procurement of tool and supplies, and repair parts from Chris Haynes Electric Supply, Inc., in the total amount of \$3,390.03, consistent with the attached invoices, is hereby ratified.

IT IS FURTHER ORDERED that payment in the amount of \$3,390.03 for the purchase of tools and supplies, and repair parts for the maintenance of City traffic signals from Chris Haynes Electric Supply, Inc., consistent with the attached invoices, is hereby authorized.

Agenda Item No.: ZZ\_ September 9, 2025 Teeusissan, Horhn

### CITY COUNCIL AGENDA ITEM 10 POINT DATASHEET

August 28, 2025
DATE

un I	evised 3/6/01)	COMMENTS
	POINTS	COMMENTS
1.	Brief Description / Purpose	ORDER RATIFYING PROCUREMENT OF TOOLS AND SUPPLIES, AND REPAIR PARTS BY THE TRAFFIC DIVISION OF THE DEPARTMENT OF PUBLIC WORKS FROM CHRIS HAYNES ELECTRIC SUPPLY, INC. AND AUTHORIZING PAYMENTS TO SAID VENDOR
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	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	Motorists and pedestrians
4.	Benefits	This order will allow the Traffic Division to pay invoices for tools and supplies, and repair parts purchased from Chris Haynes Electric Supply, Inc.
5.	Schedule (beginning date)	Scheduled date following City Council Approval
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	City Wide
7.	Action implemented by: City Department Consultant	Department of Public Works
8.	COST	\$3,390.03
9.	Source of Funding General Fund Grant Bond Other	001.448.20.6460



### Council Agenda Item Memorandum

To:

Hon. John Horhn, Mayor

From:

Pieter Teeuwissen, Chief Administrative Officer

City of Jackson

Date:

August 28, 2025

Agenda Item:

ORDER RATIFYING PROCUREMENT OF TOOLS AND SUPPLIES, AND REPAIR PARTS BY THE TRAFFIC DIVISION OF THE DEPARTMENT OF PUBLIC WORKS FROM CHRIS HAYNES ELECTRIC SUPPLY, INC. AND AUTHORIZING PAYMENTS TO SAID VENDOR

Council Meeting:

Regular Council Meeting, September 9, 2025

Purpose:

To pay for tools and supplies, and repair parts purchased by the Traffic Division

for use in repairing City traffic signals

Cost:

\$3,390.03

Project/Contract Type:

N/A

**Funding Source:** 

001.448.20.6460

Schedule/Time:

Payment should be made in September 2025.

DPW Manager:

James Caldwell

Background:

The Traffic Division of the Department of Public Works is responsible for the maintenance of City traffic signals, in addition to the placement and maintenance of traffic signs, and pavement marking

This Order allows the Traffic Division to pay outstanding invoices from Chris Haynes Electric Supply, Inc. for tools and supplies used by the Traffic Signals Section in making repairs to traffic signals. It also allows the Traffic Division to pay an outstanding invoice from Chris Haynes Electric Supply, Inc. for two covers for traffic signal pull boxes for the traffic signals at the intersection of Medgar Evers Boulevard and

Northside Drive.

455 East Cap Post Office I Jackson, Mis. Telephone: (601) 950-1756 Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING PROCUREMENT OF TOOLS AND SUPPLIES, AND REPAIR PARTS BY THE TRAFFIC DIVISION OF THE DEPARTMENT OF PUBLIC WORKS FROM CHRIS HAYNES ELECTRIC SUPPLY, INC. AND AUTHORIZING PAYMENTS TO SAID VENDOR is legally sufficient for placement in NOVUS Agenda.

DREW MARTIN, CITY ATTORNEY

Sondra Moncure, Special Assistant Jun. 8/29/25

Terry Williamson, Legal Couns

8/30/25

DATE

### PLEASE REMIT PAYMENT TO:

Chris Haynes Electric Supply, Inc. United States PO Box 976 Jackson, MS 39205-0976 Phone: 601-948-2185



	INVO	CE
INVOICE:	1049530	
INV DATE:	03/26/2025	
ORDER:	2250571	
ACCOUNT:	119844	
CONTACT:		
PHONE:	601-960-1038	
PAGE.	1 of 1	

SOLD TO

Fax: 601-949-4048

SHIP TO

City Of Jackson / Accts Pay PO Box 17 Jackson , MS 39205 Main Warehouse -1 826 S West Street Jackson, MS 39201

CUSTOMER PO		CUSTOMER PO TERMS SHIP DATE			SALES PERSON			
25000627 Vendor Terms SHIP VIA TRACKING NUMBER		Vendor Terms	03/26/2025			House Salesman		
		TRACKING NUMBER	WA	REHOUSE		ENTERED BY		
	Customer Will C	all			1		Mark Siff	ord
L	ITEM	DESCR	PTION	QTY ORD	QTY SHIPPED	<b>QTY</b> ВКО	NET PRICE	EXT PRICE
1	KLE62800BPCAMO		AAN PRO XL TOOL BAG K, 40 POCKETS, CAMO	2 EA	2 EA	0 EA	\$133.70	\$267.40
2	SAN3000	3000 SAN	TRONICS AC SENSOR	2 EA	2 EA	0 EA	\$16.79	\$33.58
3	KLE554161014	KLEIN 55	11610-14 40POCKET TOOL	2 EA	2 EA	0 EA	\$105.39	\$210.78
4	KLE1005	KLEIN 10	05 9-3/4 CRIMPING TOOL	2 EA	2 EA	0 EA	\$30.56	\$61,12 *
5	KLED203B	KLEIN D2	03-8 8-IN LONG NOSE PL	2 EA	2 EA	0 EA	\$30,27	\$60.54 *
6	KLED200028	KLEIN D2	000-28 8-IN DIAG CUT P	2 E	2 E	0 E	\$35.78	\$71.56*
7	GRECM660	GREENLE	E-CM660	2 E	2 E	0 E	\$133.77	\$267.54
8	KLED2139NE	KLEIN D2	13-9NE 9-IN SIDE CUT P	2 EA	2 EA	DEA	\$33.83	\$67.66
9	KLE11055	KLEIN 110	55 WIRE STRIPPER/CUTT	2 EA	2 EA	0 EA	\$21.30	\$42.60
10	KLE32305	KLEIN 32	305	2 EA	2 EA	0 EA	\$21.99	\$43.98*
11	KLE935R	KLEIN 93	SR 9IN LEVEL	2 EA	2 EA	0 EA	\$20.72	\$41.44 *
12	KLED50710	KLEIN D5	07-10 10-IN ADJ WRENCH	2 EA	2 EA	0 EA	\$38.96	\$77.92 *
13	KLE70579	KLEIN 705	79 FLDG HEX KEY SET	2 EA	2 EA	0 EA	\$13.13	\$26.26 *

If you use a credit card, this establishment will charge an additional 3.00% to help offset processing cost. This amount is not more than what this establishment pays in fees.

Subtotal: \$1,272.38

Freight:

\$0.00

Sales Tax:

\$0.00

Total:

\$1,272.38

### PLEASE REMIT PAYMENT TO:

Chris Haynes Electric Supply, Inc. United States PO Box 976 Jackson, MS 39205-0976 Phone: 601-948-2185

Phone: 601-948-2185 Fax: 601-949-4048



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02/28/2025
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119844
601-960-1038
1 of 1

INIVOICE

SOLD TO

SHIP TO

City Of Jackson / Accts Pay PO Box 17 Jackson , MS 39205 Main Warehouse -1 826 S West Street Jackson , MS 39201

( )

CUSTOMER PO		MER PO	TERMS	S SHIP DATE			SALES PERSON		
	2500	0628	Vendor Terms	02/28/2025 House Sa WAREHOUSE ENTER			House Salesman		
	SHII	PVIA	TRACKING NUMBER			D BY			
	Customer	Will Call			1 Rob Ward		ard		
L	ITEM	DESCRI	PTION	QTY ORD	QTY SHIPPED	QTY BKO	NET PRICE	EXT PRICE	
1	3M33PLUS34	X76FT 3M 33PLU	S34X76FT-1 TAPE	100 EA	100 EA	0 EA	\$8.47	\$847.00	

ORDER NOTES:PAM SPANN

If you use a credit card, this establishment will charge an additional 3.00% to help offset processing cost. This amount is not more than what this establishment pays in fees.

Subtotal: \$847.00

Freight: \$0.00

Sales Tax: \$0.00

Total: \$847.00

# EASE REMIT PAYMENT TO:

s Haynes Electric Supply, Inc. 80x 976 Jackson, MS 39205-0976 Phone: 601-948-2185 Fax: 601-949-4048



	0.4.
NVOICE: .	1027154
INV DATE:	04/17/2024
ORDER	2224862
CCOUNT	119844
CONTACT:	
PHONE:	601-960-1038
PAGE.	1 of 1

SOLD TO

City Of Jackson / Accts Pay PO Box 17 Jackson , MS 39205 Main Warehouse -1 828 S West Street Jackson , MS 39201

					UR DATE.		SALES PE	RSON
,	CUSTOMER PO		TERMS	9HIP DATE: 04/17/2024 WAREHOUSE			House Salesman ENTERED BY Josh Dale	
24000507			Vendor Terms					
_	SHIP VIA		TRACKING NUMBER					
	Customer Will			1	OTY		NET	EXT PRICE
		DESCRI	MÓITE	OTY ORD	SHIPPED	QTY BKO	PRICE	EVILUOR
Ł	ITEM	DESCR	E1100		2 EA	0 EA	\$574.95	\$1,149.90
1	C00152702A017	C0015270	2A017 is a tier 8	2 EA	2 EA			

NON RETURNABLE ITEM

COMMENT:

80 PLUS WORKING DAYS

ORDER NOTES: PAM SPANN

If you use a credit card, this establishment will charge an additional 3.00% to help offset processing cost. This amount is not more than what this establishment pays in fees.

Subtotal:

\$1,149.90

Freight:

\$120.75

Sales Tax:

\$0.00

Total:

\$1,270.65

(otar:

\$1,210.00

# 

# ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH HIGGINBOTHAM AGENCY TO SERVE AS AGENT OF RECORD FOR THE CITY OF JACKSON'S GROUP EMPLOYEE BENEFIT PLANS

WHEREAS, Section 25-15-101 of the Mississippi Code authorizes municipalities to provide health, accident, hospitalization, and surgical benefits of such of its employees and their dependents as may desire such insurance; and

WHEREAS, Section 25-15-101 of the Mississippi Code authorizes municipalities to self-insure with respect to all or part of the benefits set forth in Section 25-15-101; and

WHEREAS, Section 25-15-101 of the Mississippi Code requires a municipality to contract administration of a self-insurance program to a third party approved by the Commissioner of Insurance; and

WHEREAS, pursuant to Section 25-15-101 of the Mississippi Code, the City of Jackson elected to become a self-insurer for medical and health benefits offered to its employees; and

WHEREAS, pursuant to Section 25-15-101 of the Mississippi Code, the City of Jackson has contracted with United Healthcare to administer its self-insured medical benefits program; and

WHEREAS, the City of Jackson offers a group dental benefit plan, whose premiums are paid entirely by its employees through a commercial insurer; and

WHEREAS, in addition to providing the health and dental benefits, the City of Jackson also provides life insurance benefits in the amount of \$10,000 for employees who elect to participate in the health plan at no cost to the employee; and

WHEREAS, the best interest of the City of Jackson would be served by retaining a broker to ensure that the best product offerings are procured at competitive rates; and

WHEREAS, the Higginbotham Agency is capable and qualified to provide the broker services; and

WHEREAS, Pam Files is an agent with the Higginbotham Agency and will be agent assigned to service the City of Jackson; and

WHEREAS, the Higginbotham Agency will not charge a fee for its services but will receive commissions from the carriers furnishing products to the City of Jackson; and

WHEREAS, Higginbotham Agency has provided a contract to the City of Jackson containing the following terms:

### 1. Scope of Services Provided by Broker/Consultant

Consultant will provide Client with the consulting and brokerage services, including but not limited to, the following:

Agenda Item No.: 29 September 9, 2025 Teeuwissan, Horhn



### A. Renewal Services.

- Analysis of renewal & negotiation with underwriting
- Review of Carrier actuarial rates
- · Claims analysis to isolate problematic areas during a single period
- Claims analysis to isolate problematic areas
- Interpret claims data and develop action plan
- Mid-year renewal
- Insurance carrier contract renewal
- Carrier evaluation
- Voluntary needs analysis and market study
- RFP creation
- Plan design modeling
- Ancillary lines of coverage renewal negotiations

### B. Strategic Services.

- Employee questionnaire (if needed)
- Creation of employee benefits strategic plan
- Benchmark plan design for comparison
- New employee onboarding review and recommendations
- Technology Review and Deployment as needed

### C. Pharmacy Benefit Consulting (PBIRx).

- RFP analysis
- Third-party funding solutions
- International Rx
- GLP-1 weight loss solutions
- Clinical Technology & Formulary Management (CTIRx)
- Propriety clinical programs
- Pharmacy Benefit Auditing Services (AuditRX®)
- 100% claims auditing



- Courtesy PBM contract review
- Pharmacy Benefit Actuarial Services (PBAS)
- Additional Value to Higginbotham Brokers
- Pharmacy Benefits trend average 30% of health care costs
- Analyze and understand PBM options
- Strategize the best options & Implement strategy
- Ongoing service with carrier

### D. Enrollment.

- Employee enrollment meetings
- · Collection and review of enrollment materials
- Enrollment communication to carrier
- Enrollment communication campaign
- · Technology Review and Deployment as needed

### E. Employee Communication.

- Employee newsletters
- · Benefits education campaign
- Employee benefit statements(if needed)
- Wellness campaign
- Technology Review and Deployment as needed

### F. Compliance Resources.

- Health Care Reform news and information
- · Health Care Reform penalty modeling
- Information on compliance with federal and/or state laws including:
  - o COBRA
  - o HIPAA
  - o FMLA
  - o Internal Revenue Code Section 125
  - Medicare Part D
  - o Additional employment laws
  - Summary Plan Description review/audit





- Portal for employees to access HR/benefits information
- Employee handbook (if needed)
- Access to professional community
- Benchmark survey data
- HR library of forms

# H. Stewardship Report. Broker/Consultant will develop and implement a detailed account stewardship plan, which should include, but not be limited to, the following:

- Specific quantifiable and measurable goals and objectives for Broker/Consultant's team relating to Client's programs; and
- Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing and information requirements.

### 2. Client's Responsibilities

Client will make available such reasonable information as required for Broker/Consultant to conduct its services. Such data will be made available as promptly as possible. It is understood by Broker/Consultant that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement.

### 3. Disclosure and Recordkeeping

### A. Full Disclosure.

Client has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client's insurance. Broker/Consultant must seek approval from Client prior to the use of any of the above in connection with the Client's insurance program.

### B. Recordkeeping.

Broker/Consultant will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client.

### 4. Term & Termination

### A. Term.

The initial term of this Agreement shall be one year from the effective date of the agreement and will remain in effect for 12 months. The Agreement will renew annually unless terminated.

### B. Termination.

This Agreement may be terminated by either party only as follows:



- 1. Effective upon thirty (30) days' advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received.
- 2. With or without cause at any time after expiration of the initial term upon thirty days advance written notice to the other party; or
- 3. By mutual written agreement of the parties.

### 5. Cost of Services

Broker/Consultant will be paid by the insurance carriers through commissions. Broker/Consultant is aware and acknowledges that the Client's health insurance plan is a self-funded plan for which a commission will not be paid. A third-party administrator administers the plan pursuant to state law for a fee. The Client has an excess risk carrier, and the Client has a carrier which provides life insurance coverage for employees participating in the self-funded health plan. The City of Jackson offers to its employees a dental plan. The dental plan is not self-funded and is provided by a commercial carrier. Employees pay the entire cost of dental insurance coverage with no contribution from the City of Jackson.

Additional programs and services will be provided on a project basis for an additional fee to be disclosed in writing and shall be undertaken upon mutual agreement between Broker/Consultant and Client. Such programs and services may include, but not be limited to, special services outside the scope of Higginbotham Agency offerings.

### 6. Records and Information

Broker/Consultant agrees to keep any information provided by Client confidential and to exercise reasonable and prudent caution in protecting the confidentiality of such information. If the services provided by Broker/Consultant involve the use of protected health information, Client and Broker/Consultant agree to enter into an appropriate business associate agreement.

### 7. Fiduciary Responsibility

Client acknowledges that: (i) Broker/Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Broker/Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Broker/Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity.

### 8. Severability

The terms of this agreement shall be considered to be severable. If any provision or clause of the agreement is deemed to be unlawful or invalid by a court of competent jurisdiction or as a result of the passage of laws in the future, the agreement shall remain in full force and effect to the extent practical and shall be construed without the unlawful or invalid provision.

9. Force majeure

Neither party shall be responsible for failure or delay in performance of the agreement if the delay is the result of labor disputes, strikes, fire, riot, terrorism, acts of God, or other causes beyond the control of the party whose performance is delayed.

### 10. Liability and Indemnification

The City shall not be liable for loss, damage, injuries, or other casualty of any kind whatsoever or by whomever causes to the person or property of the Broker/Consultant, its agents, employees, or others arising out of or resulting from the performance of this agreement. Broker/Consultant, its heirs, executors, administrators, successors, and assigns will indemnify and hold the City, its agents, employees, and officials harmless from and against all claims, demands, liabilities, lawsuits, or actions, including all reasonable expenses and attorney's fees incurred by or assessed against the City for loss, damage, casualty to the extent allowed by Mississippi law.

### 11. Modification

The terms of this agreement shall not be modified or amended absent a writing signed by by the parties clearly indicating and consenting to be bound by the amendment or modification.

### 12. Waiver

The failure of a party to insist upon performance of a provision of the agreement at a particular instance shall not be construed to constitute a waiver of the provision or the performance absent a writing executed by the party expressly indicating an intent to waive the performance or provision.

### 13. Governing law

This agreement shall be governed by the laws of the State of Mississippi.

### 14. Remedies for breach

The City of Jackson shall be entitled to any and all remedies available at law or in equity arising out of a breach of this agreement. Prior to the commencement of litigation alleging a breach of the agreement, the

City of Jackson will provide notice to the Broker/Consultant of the breach and afford a reasonable opportunity to cure the breach consisting of thirty (30) days.

### 15. Notices

All notices required by this agreement shall be provided in writing to the party entitled to receive the notice as follows:

Client: Mayor of the City of Jackson

219 South President Street

Jackson MS 39201

Client: Chief Administrative Officer

200 South President Street

Jackson MS 39201

Broker/Client: Higginbotham Agency

219 Industrial Drive Ridgeland MS 39157

### 16. Performance Standards

Broker/Consultant agrees to comply with all state and federal laws in the performance of the agreement and shall ensure that products and services recommended for implementation by the Client comply with the requirements of federal and state law.

### 17. Liability Coverage

Broker/Consultant shall maintain and have in effect during each term of the contract liability insurance coverage with minimum policy limits of \$500,000.00.

### 18. Entire Agreement

The agreement set forth in this document constitutes the entire agreement of the parties and no other oral or written representations not contained within this document shall be effective and considered a part of the contract.

WHEREAS, the best interest of the City of Jackson would be served by entering into the forementioned agreement with Higginbotham Agency.

IT IS HEREBY ORDERED that the mayor shall be authorized to execute the agreement with Higginbotham Agency.

### APPROVED FOR AGENDA

Director of Human Resources EBO Officer	
Finance	
Budgeted: Yes No	
Account Number	
Legal	
CAO	
Mayor's Office	
•	Item.
	Agenda Date:
	By: Martin, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET August 13, 2025 COMMENTS POINTS Brief Description/Purpose Higginbotham Agency 2. **Public Policy Initiative** Youth & Education Contract with the Higginbotham Agency Crime Prevention **Changes in City Government** Neighborhood Enhancement **Economic Development** Infrastructure and Transportation Quality of Life 3. Who will be affected City of Jackson Employees 4. **Benefits** To service the City of Jackson employees Schedule (beginning date) 5. August 26, 2025 - August 26, 2026 (The Agreement will renew annually unless terminated by either party.) Location: 6. WARD N/A CITYWIDE (yes or no) (area) Project limits if applicable Action implemented by: Department of Human Resources City Department Consultant Monthly fees: The Higginbotham Agency will not charge a fee for its COST services but will receive commissions from the carriers furnishing products to the City of Jackson Source of Funding Not applicable General Fund Grant Bond Other N/A ABE WAIVER 10. **EBO** participation % N/A AABE WAIVER yes WBE % WAIVER N/A yes no HBE % WAIVER yes noN/A NABE WAIVER yes N/A

## **MEMORANDUM**

TO: John Horhn, Mayor

FROM: Toya Martin, Director

Department of Human Resources

DATE: August 13, 2025

RE: Higginbotham Agency

Attached is a council order authorizing you to execute an agreement and other necessary documents with Higginbotham Agency to serve as agent of record for the City of Jackson's Employee Benefits Plan from August 26, 2025 to August 26, 2026. The Agreement will renew annually unless terminated.

The contract will not charge a fee for its services but will receive commissions from the carriers furnishing products to the City of Jackson.

It is hereby recommended that the agreement with Higginbotham be approved.

TM/ddw

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 AN AGREEMENT WITH HIGGINBOTHAM AGENCY TO SERVE AS AGENT OF RECORD FOR THE CITY OF JACKSON'S GROUP EMPLOYEE BENEFIT PLANS is legally sufficient for placement in NOVUS Agenda.

Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Carrie Johnson, Deputy City Attorney

Date

8/18/25 Dat

### **Broker/Consulting Agreement**

This Consulting Agreement (Agreement) is between City of Jackson (Client) and Higginbotham Agency (Pamela Files, Broker/Consultant), effective as of the day that the Jackson City Council authorizes the Mayor to execute.

WHEREAS, Client wishes to obtain assistance with strategic benefit planning, design, funding, administration and communication with respect to its employee benefit programs;

WHEREAS, Broker/Consultant has tenured knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

### 1. Scope of Services Provided by Broker/Consultant

Consultant will provide Client with the consulting and brokerage services, including but not limited to, the following:

### A. Renewal Services.

- Analysis of renewal & negotiation with underwriting
- Review of Carrier actuarial rates
- Claims analysis to isolate problematic areas during a single period
- Claims analysis to isolate problematic areas
- Interpret claims data and develop action plan
- Mid-year renewal
- Insurance carrier contract renewal
- Carrier evaluation
- Voluntary needs analysis and market study
- RFP creation
- Plan design modeling
- Ancillary lines of coverage renewal negotiations

### B. Strategic Services.

- Employee questionnaire (if needed)
- Creation of employee benefits strategic plan
- Benchmark plan design for comparison
- New employee onboarding review and recommendations
- Technology Review and Deployment as needed

# Dana

### C. Pharmacy Benefit Consulting (PBIRx).

- RFP analysis
- Third-party funding solutions
- International Rx
- GLP-1 weight loss solutions
- Clinical Technology & Formulary Management (CTIRx)
- Propriety clinical programs
- Pharmacy Benefit Auditing Services (AuditRX®)
- 100% claims auditing
- Rebate reconciliation
- Courtesy PBM contract review
- Pharmacy Benefit Actuarial Services (PBAS)
- Additional Value to Higginbotham Brokers
- Pharmacy Benefits trend average 30% of health care costs
- Analyze and understand PBM options
- Strategize the best options & Implement strategy
- Ongoing service with carrier

### D. Enrollment.

- Employee enrollment meetings
- Collection and review of enrollment materials
- Enrollment communication to carrier
- Enrollment communication campaign
- Technology Review and Deployment as needed

### E. Employee Communication.

- Employee newsletters
- Benefits education campaign
- Employee benefit statements(if needed)
- Wellness campaign
- · Technology Review and Deployment as needed

### F. Compliance Resources.

- Health Care Reform news and information
- Health Care Reform penalty modeling

Information on compliance with federal and/or state laws including:

- o COBRA
- o HIPAA
- o FMLA
- o Internal Revenue Code Section 125
- Medicare Part D
- Additional employment laws
- o Summary Plan Description review/audit

### G. Human Resources.

- Portal for employees to access HR/benefits information
- Employee handbook (if needed)
- Access to professional community
- Benchmark survey data
- HR library of forms

H. Stewardship Report. Broker/Consultant will develop and implement a detailed account stewardship plan, which should include, but not be limited to, the following:

- Specific quantifiable and measurable goals and objectives for Broker/Consultant's team relating to Client's programs; and
- Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing and information requirements.

### 2. Client's Responsibilities

Client will make available such reasonable information as required for Broker/Consultant to conduct its services. Such data will be made available as promptly as possible. It is understood by Broker/Consultant that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement.

### 3. Disclosure and Recordkeeping

### A. Full Disclosure.

Client has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client's insurance. Broker/Consultant must seek approval from Client prior to the use of any of the above in connection with the Client's insurance program.

### B. Recordkeeping.

Broker/Consultant will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client.



# Jane 18 mg

### 4. Term & Termination

### A. Term.

The initial term of this Agreement shall be one year from the effective date of the agreement and will remain in effect for 12 months. The Agreement will renew annually unless terminated.

### B. Termination.

This Agreement may be terminated by either party only as follows:

- 1. Effective upon thirty (30) days' advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received.
- 2. With or without cause at any time after expiration of the initial term upon thirty days advance written notice to the other party; or
- 3. By mutual written agreement of the parties.

### 5. Cost of Services

Broker/Consultant will be paid by the insurance carriers through commissions. Broker/Consultant is aware and acknowledges that the Client's health insurance plan is a self-funded plan for which a commission will not be paid. A third- party administrator administers the plan pursuant to state law for a fee. The Client has an excess risk carrier, and the Client has a carrier which provides life insurance coverage for employees participating in the self-funded health plan. The City of Jackson offers to its employees a dental plan. The dental plan is not self-funded, and employees pay the entire cost of dental insurance coverage.

Additional programs and services will be provided on a project basis for an additional fee to be disclosed in writing and shall be undertaken upon mutual agreement between Broker/Consultant and Client. Such programs and services may include, but not be limited to, special services outside the scope of Higginbotham Agency offerings.

### 6. Records and Information

Broker/Consultant agrees to keep any information provided by Client confidential and to exercise reasonable and prudent caution in protecting the confidentiality of such information. If the services provided by Broker/Consultant involve the use of protected health information, Client and Broker/Consultant agree to enter into an appropriate business associate agreement.

### 7. Fiduciary Responsibility

Client acknowledges that: (i) Broker/Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Broker/Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Broker/Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity.

### 8. Severability

The terms of this agreement shall be considered to be severable. If any provision or clause of the agreement is deemed to be unlawful or invalid by a court of competent jurisdiction or as a result of the passage of laws in the future, the agreement shall remain in full force and effect to the extent practical and shall be construed without the unlawful or invalid provision.

### 9. Force majeure

Neither party shall be responsible for failure or delay in performance of the agreement if the delay is the result of labor disputes, strikes, fire, riot, terrorism, acts of God, or other causes beyond the control of the party whose performance is delayed.

### 10. Liability and Indemnification

The City shall not be liable for loss, damage, injuries, or other casualty of any kind whatsoever or by whomever causes to the person or property of the Broker/Consultant, its agents, employees, or others arising out of or resulting from the performance of this agreement. Broker/Consultant, its heirs, executors, administrators, successors, and assigns will indemnify and hold the City, its agents, employees, and officials harmless from and against all claims, demands, liabilities, lawsuits, or actions, including all reasonable expenses and attorney's fees incurred by or assessed against the City for loss, damage, casualty to the extent allowed by Mississippi law.

### 11. Modification

The terms of this agreement shall not be modified or amended absent a writing signed by by the parties clearly indicating and consenting to be bound by the amendment or modification.

### 11. Waiver

The failure of a party to insist upon performance of a provision of the agreement at a particular instance shall not be construed to constitute a waiver of the provision or the performance absent a writing executed by the party expressly indicating an intent to waive the performance or provision.

### 12. Governing law

This agreement shall be governed by the laws of the State of Mississippi.

### 13. Remedies for breach

The City of Jackson shall be entitled to any and all remedies available at law or in equity arising out of a breach of this agreement. Prior to the commencement of litigation alleging a breach of the agreement, the City of Jackson will provide notice to the Broker/Consultant of the breach and afford a reasonable opportunity to cure the breach consisting of thirty (30) days.

### 14. Notices

All notices required by this agreement shall be provided in writing to the party entitled to receive the notice as follows:

Client: Mayor of the City of Jackson

219 South President Street

Jackson MS 39201

Client: Chief Administrative Officer 200 South President Street

Jackson MS 39201

Broker/Client: Higginbotham Agency

219 Industrial Drive Ridgeland MS 39157



### 15. Performance Standards

Broker/Consultant agrees to comply with all state and federal laws in the performance of the agreement and shall ensure that products and services recommended for implementation by the Client comply with the requirements of federal and state law.

### 16. Liability Coverage

Broker/Consultant shall maintain and have in effect during each term of the contract liability insurance coverage with minimum policy limits of \$500,000.00.

### 17. Entire Agreement

The agreement set forth in this document constitutes the entire agreement of the parties and no other oral or written representations not contained within this document shall be effective and considered a part of the contract.

Pamela Files	08-13-2025
Higginbotham Agency	Date
Employee Benefits Leader-MS	_
Title	
City of Indran Migginginni	Date
City of Jackson Mississippi	Date

# 

ORDER AUTHORIZING THE MAYOR TO EXECUTE MEMORANDUM'S OF UNDERSTANDING WITH HINDS COUNTY, MISSISSIPPI TO PROVIDE FOR COORDINATION BETWEEN THEIR RESPECTIVE DEPARTMENTS OF PUBLIC WORKS FOR INFRASTRUCTURE WORK PERFORMED BY HINDS COUNTY IN THE CITY OF JACKSON, MISSISSIPPI

WHEREAS, the Board of Supervisors of Hinds County (the "Governing Body") on behalf of Hinds County supports the City with its infrastructure needs by paving its streets, replacing culverts, filling potholes, maintaining rights of way, cutting trees, funding improvements to public buildings and repairing bridges; and

WHEREAS, Hinds County intends to continue its support of the City by making improvements to the City's infrastructure while coordinating with the City's public works department to complete agreed upon projects; and

WHEREAS, the City is approving and accepting the prior work performed by Hinds County including, but not limited, to those projects on a list provided to the City and looks forward to future collaboration with Hinds County in the spirit of improving the City's public infrastructure throughout the City; and

WHEREAS, henceforth, the City's Department of Public Works will communicate with the Hinds County's public works department and determine projects to be undertaken by Hinds County; and

WHEREAS, henceforth, the City and Hinds County will document the projects undertaken by Hinds County on the record minutes of each entity; and

WHEREAS, the City and Hinds County have agreed to the following terms of a Memorandum of Understanding:

The City hereby accepts and approves the public works infrastructure projects performed by Hinds County from June 2022 to the date of this Memorandum; and

Hinds County's public works department will communicate and coordinate with the City's Department of Public Works on public works infrastructure projects to be undertaken by Hinds County from the date of this Memorandum; and

The parties to the Memorandum of Understanding shall comply with all applicable local, state, and federal laws, regulations and standards necessary for the performance of the Memorandum of Understanding; and

Each individual executing the Memorandum of Understanding on behalf of the parties represents and warrants that he or she is duly authorized to execute and deliver the Memorandum of Understanding on behalf of said entity.

Notices shall be provided in writing to the following persons:

HORHN

Agenda Item No. 24 September 9, 2025 Teeuwissan, Horhn To Hinds County: Hinds County Administrator, 316 S. President Street, Jackson, Mississippi 39205

To the City of Jackson: The Office of Mayor of the City of Jackson, 219 S. President Street, Jackson, Mississippi 39201.

IT IS, THEREFORE, ORDERED the Mayor is authorized to execute a Memorandum of Understanding with Hinds County, Mississippi consistent with the terms set forth herein.

September 2, 2025 DATE

		DATE	
	POINTS	COMMENTS	
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE MEMORANDUM OF UNDERSTANDING WITH HINDS COUNTY, MISSISSIPPI TO PROVIDE FOR COORDINATION BETWEEN THEIR RESPECTIVE DEPARTMENTS OF PUBLIC WORKS FOR INFRASTRUCTURE WORK PERFORMED BY HINDS COUNTY IN THE CITY OF JACKSON, MISSISSIPPI	
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	5, 6, 7	
3.	Who will be affected	Residents of Jackson	
4.	Benefits	City will now coordinate with the County about the infrastructure work Hinds County does within the City.	
5.	Schedule (beginning date)	After the parties execute the agreement	
6.	Location:  WARD  CITYWIDE (yes or no) (area)	Citywide	
7.	<ul> <li>Project limits if applicable</li> <li>Action implemented by:</li> <li>City Department</li> <li>Consultant</li> </ul>	Mayor and Supervisor Graham	
8.	COST	No cost	
9.	Source of Funding General Fund Grant Bond Other	N/A	

455 East Capitol reen
Post Office Box 2729
Jackson, Mississippi 19263 2779
Telephone: (601) 960-1756
Facsimile: (601) 960-1756

### **OFFICE OF THE CITY ATTORNEY**

This ORDER AUTHORIZING THE MAYOR TO EXECUTE MEMORANDUM OF UNDERSTANDING WITH HINDS COUNTY, MISSISSIPPI TO PROVIDE FOR COORDINATION BETWEEN THEIR RESPECTIVE DEPARTMENTS OF PUBLIC WORKS FOR INFRASTRUCTURE WORK PERFORMED BY HINDS COUNTY IN THE CITY OF JACKSON, MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.

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9 3 115

Sondra Moncure, Special Assistant

Terry Williamson, Legal Counsel

# Memorandum of Understanding Between

### Hinds County, Mississippi

### and

### City of Jackson, Mississippi

This Memorandum of Understanding ("MOU") is entered into by and between HINDS COUNTY, MISSISSIPPI and THE CITY OF JACKSON, MISSISSIPPI (the "City").

### Recitals

WHEREAS, the Board of Supervisors of Hinds County (the "Governing Body") on behalf of Hinds County supports the City with its infrastructure needs by paving its streets, replacing culverts, filling potholes, maintaining rights of way, cutting trees, funding improvements to public buildings and repairing bridges;

WHEREAS, a nonexclusive list of these projects are included within Exhibit "A" to this Memorandum;

WHEREAS, the County intends to continue its support of the City by making improvements to the City's infrastructure while coordinating with the City's public works department to complete agreed upon projects;

WHEREAS, the City is approving and accepting the aforementioned work performed by the County and looks forward to future collaboration with the County in the spirit of improving the City's public infrastructure throughout the City;

WHEREAS, the City's public works department will communicate with the County's public works department and determine the projects to be undertaken by the County; and

WHEREAS, the City and County will document the projects undertaken by the County within the Minutes of each entity.

**NOW**, **THEREFORE**, in consideration of the mutual covenants contained herein, Hinds County and the City hereto agree as set forth below:

The City hereby accepts and approves the public works infrastructure projects performed by the County from June 2022 to the date of this Memorandum;

The County's public works department will communicate and coordinate with the City's public works department on public works infrastructure projects to be undertaken by the County from the date of this Memorandum; and

The Parties to this Agreement shall comply with all applicable local, state, and federal laws, regulations and standards necessary for the performance of this Memorandum of Understanding.

Each individual executing this Memorandum of Understanding on behalf of the Parties represents and warrants that he or she is duly authorized to execute and deliver the Memorandum of Understanding on behalf of said entity.

Notices shall be provided in writing to the following persons:

To Hinds County: Hinds County Administrator, 316 S. President Street, Jackson, Mississippi 39205

To the City of Jackson: The Office of Mayor of the City of Jackson, 219 S. President Street, Jackson, Mississippi 39201.

**HINDS COUNTY** 

Date

HONORABLE ROBERT GRAHAM, PRESIDENT HINDS COUNTY BOARD OF SUPERVISORS					
Date					
ATTEST: EDDIE JEAN CARR, HINDS COUNTY CHANCERY CLERK					
SEAL					
CITY OF JACKSON, MISSISSIPPI					
HONORABLE JOHN HORHN MAYOR OF THE CITY OF JACKSON, MISSISSIPPI					

# 

ORDER RATIFYING THE ACCEPTANCE OF A GRANT SUB-AWARD FIRM JACKSON STATE UNIVERSITY IN THE AMOUNT OF \$1,000,000.00 AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENT NECESSARY TO SAID SUB-AWARD

WHEREAS, Jackson State University has been awarded a USDA Forestry Service Grant; and

WHEREAS, Jackson State University selected the City of Jackson for a \$1,000,000.00 sub-award, to be distributed over five (5) years, to implement strategic urban forestry and green infrastructure initiatives in alignment with Jackson State's broader goals to improve environmental conditions and health outcomes in West Jackson; and

WHEREAS, the \$1,000,000.00 sub-award to the City of Jackson will support capital improvements and personnel related to green infrastructure enhancements; and

WHEREAS, the objectives and activities of the grant are as follows:

The first objective is the **Tree Canopy Expansion at key gateway corridors**. This initiative will focus on sites including Livingston Park, Dr. Robert Smith Parkway, and the entryway to the Jackson Zoo. Activities will include planting trees, installing signage, and maintaining green spaces. The goal of this objective is to improve air quality and beautify the corridors leading to Jackson State University.

The second objective is Flood Mitigation in the J.R. Lynch Street Watershed. This project will be centered along the J.R. Lynch Street corridor and will implement green infrastructure solutions. The goal is to provide natural stormwater management and reduce chronic flooding in this area.

The third objective is Cemetery and Recreation Space Enhancements. This initiative will include sites such as Cedar Lawn and Willow Park Cemeteries, as well as the Forest Hill Baseball Field. Activities will consist of tree planting, signage installation, and habitat restoration. The goal is to improve the environmental function of these sites, while enhancing recreation opportunities and the overall quality of green spaces.

WHEREAS, the Parks and Recreation Department will receive \$850,000.00, and the Cemetery Division will receive \$150,000.00, from the \$1,000,000.00 sub-award; and

WHEREAS, due to the deadline for accepting the grant sub-award, the Mayor has already signed the documents necessary for the City to accept the grant sub-award.

IT IS, THEREFORE, ORDERED that the acceptance of the \$1,000,000.00 grant sub-award from Jackson State University is hereby ratified.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any and all documents necessary to administer the grant sub-award from Jackson State University in the amount of \$1,000,000.00 to implement a strategic urban forestry and green infrastructure initiative to improve environmental conditions and health outcomes in West Jackson.

By: Teeuwissen, Horhn

Agenda Item No.: September 9, 2025
Teeuwissen, Horhn

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 28, 2025

	POINTS	COMMENTS		
1.	Brief Description/Purpose	ORDER RATIFYING THE ACCEPTANCE OF A GRANT SUB- AWARD FROM JACKSON STATE UNIVERSITY IN THE AMOUNT OF \$1,000,000.00 AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO SAID SUB-AWARD		
2.	Public Policy Initiative  1. Youth & Education 2. Crime Prevention 3. Changes in Clty Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life Neighborhood Enhancement		
3.	Who will be affected	Citizens in Jackson		
4.	Benefits	The planned projects will strengthen the urban forest system, mitigate flooding, enhance public spaces, and build workforce capacity.		
5.	Schedule (beginning date)	N/A		
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	City of Jackson		
7.	Action implemented by: City Department Consultant	Jackson State University and Public Works/Parks and Recreation		
8.	COST	No Cost - Award of \$1,000,000		
9.	Source of Funding General Fund Grant Bond Other	Jackson State University USDA Grant Sub-Award Amount - \$1,000,000		

Revised 2-04



# City of Jackson Department of Public Works

#### Poles for East End of Lynch Street

This project includes following a plan outlined by Entergy.

\$200,000.00

#### **Signage**

This project will include upgrading signage in Livingston and Pocket Parks. Updating signage placed throughout the Jackson Zoological Park, including animal exhibits, but not exempt to building identity. Also, ensuring proper signage for the location and advertisement of the Jackson Zoological and Livingston Parks on the highways. \$25,000.00

#### Forest Hill Baseball Field

This project will include LED light upgrades for the fields, restoration and upgrades of the concession stand, restoration and treatment of the athletic fields, purchase new benches, and corrections to the infrastructure at the entrance(s) and parking area(s) of the Forest Hill baseball fields.

\$50,000.00

#### City of Jackson Admin Cost

The City of Jackson Parks Department will oversee each project for the 5 year term, including completion of financial reports, correspondence, monitoring of spending and maintaining invoices.

\$50,000.00

Total: \$850,000.00

#### City of Jackson - Solid Waste Department

#### Cedarlawn and Willow Park Cemeteries

This project involves the professional design, removal of designated trees, including stump grinding, followed by the supply and planting of replacement trees per client or regulatory specifications.

\$150,000.00

Total: \$1,000,000.00

455 East Capitol Sheet Post Office Box Jackson, Mississ p Telephone: (60 Facsimile: (601) 96

# **OFFICE OF THE CITY ATTORNEY**

This ORDER RATIFYING THE ACCEPTANCE OF A GRANT SUB-AWARD FROM JACKSON STATE UNIVERSITY IN THE AMOUNT OF \$1,000,000.00 AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO SAID SUB-AWARD is legally sufficient for placement in NOVUS Agenda.

DREW MARTIN, CITY ATTORNEY

Sondra Moncure, Special Assistant M.UN. 8/29/25

Terry Williamson, Legal Counsel

To: Hon. John Horhn, Mayor

From: Peter Teeuwissen, Interim Chief Administrative Officer

#### Council Agenda Item Briefing Memo

Agenda Item: ORDER RATIFYING THE ACCEPTANCE OF A GRANT SUB-AWARD

FROM JACKSON STATE UNIVERSITY IN THE AMOUNT OF \$1,000,000.00 AND AUTHORIZING THE MAYOR TO EXECUTE ANY

AND ALL DOCUMENTS NECESSARY TO SAID SUB-AWARD

Council Meeting: Regular Council Meeting, September 9, 2025

Consultant/Contractor: N/A EBO: N/A

Purpose: To provide funding to implement strategic urban forestry and

green infrastructure initiatives.

Cost: N/A

Project/Contract Type: Sub-Award

Funding Source: Jackson State University

Schedule/Time:

DPW Manager: Lakesha Weathers

**Background:** Attached for your consideration is an agenda item ratifying the acceptance of a grant sub-award and authorizing the execution of any and all documents necessary to administer a grant sub-award from Jackson State University in the amount of \$1,000,000.00 to implement strategic urban forestry and green infrastructure initiatives in alignment with JSU's broader goals to improve environmental conditions and health outcomes in West Jackson.

#### **Talking Points:**

City of Jackson – Parks and Recreation Department Project Descriptions for Gateways to a Greener Jackson:

#### Livingston Park, Pocket Park, and the Jackson Zoological Park

Park projects include beautification of the green spaces located at each park, as well as building maintenance and upgrades to animal exhibits at the Jackson Zoological Park with Wi-Fi capabilities. Additionally adding solar efficient LED lighting, installing benches in the parks, bathroom installments (at Livingston Park), equipment purchases to maintain greenspaces, tree canopy's for restorations, splash pad upgrades with ADA Accessibility features, and the deepening/ beautification of the lake. Over the 5-year timeframe of the grant, each park will be equipped with ADA accessibility playground equipment features. \$275,000.00

#### JR Lynch Street Watershed

This project includes hiring an engineering firm to complete a structural environment study during year 1. During years 2-5, the City of Jackson will implement the action plan provided by the firm to correct the issues found within the study.

\$250,000.00

		FDP Cos	t Reimbu	ırsem	ent Subaward
Feder	al Awarding Agency:	Department of Agri	culture (USDA)	)	
Pass-	Through Entity (PTE):		The second secon	Subre	cipient:
Jac	kson State Un	niversity		City	of Jackson Mississippi
PTE PI	Heather Denne			Sub PI:	Lakeca Smith
PTE Fe	ederal Award No: 25-CA-	11083150-571		Subaw	vard No: 634F32 - JK
Project	Title: JSU Gateways to	a Greater Jackson	Urban and C	ommuni	ty Forestry Inflation
Subawa Start:	ard Period of Performance 01/16/2025	(Budget Period : End: 01/16/2030		Amoun	t Funded This Action (USD): \$ 189,000.00
Estima Start:	ted Project Period it increm 01/16/2025	entally fix gcq: End: 01/16/2030		Increme	entally Estimated Total (USD): \$275,000.00
1.	and budget for this Subar independent entity and n	ward are as shown i ot an employee or a	n Attachment & gent of PTE.	ermined 5. In its p	by 2 CFR 200.330), to Subrecipient. The Statement of Work erformance of Subaward work, Subrecipient shall be an
2.	incurred. Upon the receipt CFR 200.305. All invoice cumulative costs (including 2 CFR 200.415(a). Invoice questions concerning involutions and invoice Attachment 3A.	of of proper invoices, is shall be submitted ing cost sharing), bre ces that do not refere voice receipt or paym	the PTE agree using Subrect akdown by ma ence PTE Sub- cents shall be co	es to pro pient's si jor cost award nu tirected t	
3.	Financial The final statement of cos	Contact, as show sts shall constitute S	n in Attachmer ubrecipient's fi	nt 3A, no inal finan	
4.	adjustment is necessary	as a result of an adv	erse audit find	ing agail	
5.	as shown in Attachments	3A and 3B. Technic	cal reports are	required	It be directed to the appropriate party's Principal Investigator as shown in Attachment 4.
6.	Matters concerning the re any changes requiring pr Authorized Official written approval of each	ior approval, shall be Contact shown in	e directed to the Attachments	e PTE's 3A and 3	B. Any such change made to this Subaward requires the
7.	medification shall be con Subrecipient's Authorize	sidered valid 14 day ed Official Cor	s after receipt intact, as show	unless of n in Atta	
8.	Each party shall be responded in the extent	onsible for its neglige t allowed by law.	ent acts or omi	ssions a	nd the negligent acts or omissions of its employees, officers,
9.	Authorized Official Contact as shown in Atta Guidance, 2 CFR 200, or	Contact, and Subrachments 3A and 3B. 45 CFR Part 75 Ap	ecipient notice . PTE shall pay pendix IX, as a	shall be Subrec pplicable	
10.	that it will perform the Sta	atement of Work in a duding the appropria t 2. The partles furth	ccordance with te Research T	n the ten erms and	re hereby incorporated by reference, Subrecipient certifies ms and conditions of this Subaward and the applicable terms d Conditions ("RTCs") of the Federal Awarding Agency, as the this Subaward to comply with all applicable laws,
By an	Authorized Official of the P	TE:		By an a	Authorized Cylical of the Subrecipient:
Name	Almesha L. Campbell, Ph.D.,	RTTP	Date	Name:	Jo n Horhn Date
	VP for Research & Eco		nt	Title:	Mayor, City of Jackson

### Attachment 1

**Certifications and Assurances** 

Subaward Number:

634F32 - JK

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who falls to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

### Attachment 2

**Federal Award Terms and Conditions** 

Subaward Number

Required Data Elements	Awarding Agency Institute (If Applicable)				
	U.S. Department of Agriculture				
The data elements required by Uniform  Guidance are incorporated in the attached Federal Award.	Federal Award Issue Date FAIN CFDA No.				
Ogidania di masipatan	01/18/25 25-CA-11083150-571 10.727				
This Subaward is:	CFDA Title				
Research & Development Subject to FFATA	inflation Reduction Act Urban & Community Forestry Program				
Research & Development Subject to FFATA	Key Personnel Per NOA				
	Heather Denne				
General Terms and Conditions					
By signing this Subaward, Subrecipient agrees to the following:					
To abide by the conditions on activities and restrictions on expenditu	re of federal funds in appropriations acts that are				
applicable to this Subaward to the extent those restrictions are pertin Awarding Agency's website:	ent. This includes any recent legislation noted on the Federal				
https://www.nifa.usda.gov/grants/regulations-and-guidelines					
2. 2 CFR 200					
The Federal Awarding Agency's grants policy guidance, including adperformance or as amended found at:	Idenda in effect as of the beginning date of the period of				
https://www.nifa.usda.gov/grants/regulations-and-guidelines					
4. Research Terms and Conditions, including any Federal Awarding Ag	gency's Specific Requirements found at:				
;https://www.nifa.usda.gov/grants/regulations-and-guidelines	except for the following				
crange.  b. Any payment mechanisms and financial reporting requirements of Conditions and Agency-Specific Requirements are replaced with c. Any prior approvals are to be sought from the PTE and not the Fe d. Title to equipment as defined in 2 CFR 200.33 that is purchased as direct costs of the project or program, shall vest in the Subreciple. Prior approval must be sought for a change in Subreciplent PI or 5. Treatment of program income:  Additive	Terms and Conditions (1) through (4) of this Subaward; and ederal Awarding Agency. or fabricated with research funds or Subrecipient cost sharing funds pient subject to the conditions specified in 2 CFR 200.313.				
Special Terms and Conditions:					
Data Sharing and Access: Subrecipient agrees to comply with the Federal Awarding Agency's dayor the Federal Awarding Agency's standard terms and conditions as re.  No additional requirements	ata sharing and/or access requirements as reflected in the NOA eferenced in General Terms and Conditions 1-4 above.				
Data Rights: Subrecipient grants to PTE the right to use data created in the perform extent required to meet PTE's obligations to the Federal Government.	nance of this Subaward solely for the purpose of and only to the under its PTE Federal Award.				
Copyrights:					
Subrecipient Grants to PTE an irrevocable, royalty-free, non- reproduce, make iterivative works, display, and perform publicly any co- software and its documentation and/or databases) first developed and only to the extent required to meet PTE's obligations to the Federal Go	delivered under this Subaward solely for the purpose of and				
Subrecipient grants to PTE the right to use any written progress report purpose of and only to the extent required to meet PTE's obligations to	ts and deliverables created under this Subaward solely for the the Federal Government under its Federal Award.				
Promoting Objectivity in Research (COI): Subrecipient must designate herein which entity's Financial Conflicts of	of Interest policy (COI) will apply: Subrecipient				
If applying its own COI policy, by execution of this Subaward Subreci, the relevant Federal Awarding Agency as identified herein: https://www	ient certifies that its rolic complies with the requirements of				
Subrecipient shall report any financial conflict of interest to PTE's Adm Attachment 3A. Any financial conflicts of interest identified shall, when Agency. Such report shall be made before expenditure of funds authoridentified COI.	n applicable, subsequently be reported to regeral Awarding				

ork Involving Human or Vertebr	rate Animals (Select Applicable Options)	
No Human or Vertebrate Anima	ais	
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		-
rman Subjects Data (Select One	Not Applicable	
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# Attachment 3A

Pass-Through Entity (PTE) Contacts

Subaward Number:

PTE Information				
Entity Name:	Jackson S	tate University		
Legal Address:		nn R. Lynch St. MS 39217		
Website:	jsums.edu	/research		
PTE Contacts				
Central Emai	t:	subawards@jsums.edu		
Principal Investiga	ator Name:	Heather Denne		
Email:	heather.a.	denne@jsums.edu	Telephone Number:	601-979-5828
Administrative Cor	ntact Name	Jacobi M. Grant, J.D.		
Email:		@jsums.edu	Telephone Number:	601-979-2457
COI Contact emai	l (if differen	t to above):		
Financial Contact	Name:	William T. Davis		
Email:	william.t.da	avis@jsums.edu	Telephone Number:	601-979-2056
Email invoices?	) Yes (	No Invoice email (if different)	grantsandcontracts@jsu	ms.edu
Authorized Official	Name:	Almesha L. Campbell, Ph.D.,	RTTP	
Email:	almesha.l.	campbell@jsums.edu	Telephone Number:	601-979-2008
Pl Address:				
		Jackson Sta	ate University	
			R. Lynch St.	
		Jackson,	MS 39217	
Administrative Ad	idress:			
		Jackson St	ate University	
			Box 17057	
		Jackson,	MS 39217	
Invoice Address:				
		Jackson St	ate University	
			R. Lynch St.	
		Jackson,	MS 39217	

# Attachment 3B

**Subrecipient Contacts** 

Subaward Number:

Subrecipient I Entity's UEI/DU				eporting son, Mississippi			ž			Total Control of the
EIN No.:	64-6	000503		Institution Type:	State Go	vernment				
UEI/DUNS:	GNN	PTMPBP	/M8	Currently register Exempt from repo	red in SAM orting exec	l.gov:  outive comp	Yes O No pensation:	Yes (	No (if no,	, complete 3Bpg2)
Parent UEI/DUI	NS:			This section for	U.S. Entiti	es:	Zip Code Lo	ook-up		
Place of Perfor	-	Address		Congressional D	District: M	S-002	Zip Code	+4:	39180	
	2	City of Jac 19 S. Pro ackson, I	esiden							
Subrecipient	Conta	icts					-	_		
Cer	ntral Er	nail:	sibeli@	)jacksonms.gov						
	bsite:		www.ja	acksonms.gov						
Principal Inves	stigato	r Name:	Lakeca	a Smith						
Ema	-	ıkecas@ja	cksonn	ns.gov		Telepho	one Number:	601-9	60-1178	
Administrative	Conta	ct Name:	Mandy	Adams						
Ema	ail: m	nandya@ja	ckson	ns.gov		Telepho	one Number:	601-9	60-1178	
Financial Conf	lact Na	ime:	Fidelis	Malembeka						
Ema	ail: [fn	nalembeka	a@jack	sonms.gov		Telepho	ne Number:	601-9	60-2311	
Invoice/Payr	ment E	mail:	fmalen	nbeka@jacksonm	s.gov					
Authorized Off	ficial N	ame:	John F	lorhn			-0.5			
Ema	ail: jh	orhn@jac	ksonms	s.gov		Telephon	e Number:	601-9	60-2396	
Legal Address	s:									
City of J 219 S. F Jackson	Presid	ent Stree	et						and the second	
Administrativ	e Addı	ress:					-			
City of J P.O. Bo Jackson	x 17	on 39205-11	7							
Payment Addr	ess:									
City of C P.O. Bo Jackson	x 17	on 39205-1	7							

# Attachment 3B-2

**Highest Compensated Officers** 

Subaward Number:

Subrecipient:	
Institution Name:	City of Jackson Mississippi
PI Name:	Lakeca Smith
Highest Comp	pensated Officers
the entity in the Federal awards not have access periodic reports	total compensation of the five most highly compensated officers of the entity(ies) must be listed in a preceding fiscal year received 80 percent or more of its annual gross revenues in an \$25,000,000 or more in annual gross revenues from Federal awards; and the public does to this information about the compensation of the senior executives of the entity through a filled under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue
Officer 1 Name:	
Officer 1 Compen	sation:
Officer 2 Name:	
Officer 2 Compen	sation:
Officer 3 Name:	
Officer 3 Compen	sation:
Officer 4 Name:	
Officer 4 Compen	sation:
Officer 5 Name:	
Officer 5 Compen	sation:

# Attachment 4

# Reporting and Prior Approval Terms

Subaward Number:

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):
Technical Reports:
Monthly technical/progress reports will be submitted to the PTE's Principal Investigator within 30 days of of the end of the month.
Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Principal Investigator
Annual technical / progress reports will be submitted within 30 days prior to the end of each budget period to the PTE's Principal Investigator. Such report shall also include a detailed budget for the next Budget Period updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
A Final technical/progress report will be submitted to the PTE's Principal Investigator within 30 days of the end of the Project Period or after termination of this award, whichever comes first.
Technical/progress reports on the project as may be required by PTE's Principal Investigator in order for the PT to satisfy its reporting obligations to the Federal Awarding Agency.
Prior Approvals:
Carryover:  Carryover is restricted for this subaward by the:  Submit carryover requests to the Administrative Contact  Cerryover instructions and requirements are as stated by the Federal Awarding Agency guidance or as shown below.
Other Reports:
In accordance with 37 CFR 401.14 Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's Authorized Official within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.  A negative report is required: Upon Request
Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.
Additional Technical and Reporting Requirements:

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number: 634F32 - JK

#### **Statement of Work**

Budget Information  direct Information Indirect Cost Rate (IDC) Applied 28.6 % Cost Sharing No  ate Type: Modified Total Direct Costs If Yes, include Amount: \$  udget Details Below Attached, pages  Budget Totals  Direct Costs \$ 275,000.00  Indirect Costs \$ 275,000.00  Att amounts sere in United States Doi  Att amounts sere in United States Doi  Att amounts sere in United States Doi  Direct Costs \$ 275,000.00	direct Information Indirect Cost Rate (IDC) Applied 28.6 % Cost Sharing No  ate Type: Modified Total Direct Costs  If Yes, include Amount: \$  Ludget Details  Below Attached, pages  Budget Totals  Direct Costs \$ 275,000.00  Indirect Costs \$ 275,000.00  Total Costs \$ 275,000.00		
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			All amounts are in United States Dol

Subaward Number:
634F32 - JK

# **Attachment 6**

Notice of Award (NOA) and any additional documents

0	The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
<b>(</b>	Not incorporating the NOA or any additional documentation to this Subaward.



Policy Name	Financial Conflict of Interest
Policy Number	12000.020
Effective Date	May 23, 2017
Administrative Division	Division of Research and Federal Relations
Unit	Research Compliance
Revised Date	Click here to enter text.

#### 1.0 Policy Statement

The University is responsible for promoting objectivity in research and protecting the reputation of the research enterprise through the proper management of financial conflicts of interest. This responsibility is shared by the University research staff, and therefore, all are required to fully disclose all of his/her own real, apparent or potential significant financial interests and those of his/her spouse and dependent children annually and to update their disclosures when circumstances change.

#### 2.0 Purpose

The objective of this policy is to outline the University's specific requirements for disclosures, monitoring, reporting and training requirements for the management of financial conflict impacting sponsored research. Specific requirements are stated in accordance with applicable regulations outlined by the Public Health Services (PHS) at 42. C.F.R. Part 50 Subpart F and the National Science Foundation (NSF) Financial Disclosure policy

#### 3.0 Definitions

- 3.1 Disclosure to provide relevant information about one's financial interests related to a research project to parties inside and outside the University to assure full awareness of potential conflicts and institutional efforts to address and manage them.
- 3.2 Investigator the project director or principal Investigator, co-investigator and any other person, regardless of title or position, who is responsible for the design, conduct, or reporting of funded research, or proposed for such funding, which may include, for example, collaborators or consultants.
- 3.3 Financial Conflict of Interest (FCOI) a significant financial interest that could directly and significantly affect the design, conduct, or reporting of funded research.
- 3.4 Financial Interest anything of monetary value, related to an investigator's institutional responsibilities, whether or not the value is readily ascertainable, in any of these categories.
- 3.5 Institutional responsibilities an Investigator's professional responsibilities on behalf of the Institution, which may include, for example: activities such as research, research consultation, teaching, professional practice, institutional committee memberships, and service on panels such as Institutional Review Boards or Data and Safety Monitoring Boards.

- 3.6 Researcher includes the principal investigator and all faculty and research staff members who will have responsibility for the design and conduct of the research as well as the dissemination of its results.
- 3.7 Significant Financial Interest (SFI) consists of one or more of the following interests of the Investigator (and those of the Investigator's spouse and dependent children) that reasonably appears to be related to the Investigator's institutional responsibilities:
  - 3.7.1 With regard to any publicly traded entity, a significant financial interest exists if the value of any salary and any payment for services, for consulting fees, honoraria, paid authorship, or any equity interest including stock, stock options or other ownership interest, as determined through reference to public price or other reasonable measures of fair market value exceeds \$5,000.
  - 3.7.2 With regard to any non-publicly traded entity, a significant financial interest exists if the value of any remuneration received from the entity in the twelve months preceding the disclosure, when aggregated, exceeds \$5,000, or when the Investigator (or the Investigator's spouse or dependent children) holds any equity interest (e.g., stock, stock option, or other ownership interest); or
  - 3.7.3 Intellectual property rights and interests (e.g., patents, copyrights), upon receipt of income related to such rights and interests.
- 3.8 Senior/Key Personnel the project director or principal investigator and any other person identified as responsible for the design, conduct or reporting of a research study by the Institution in the grant application, progress report, or any other report submitted to the PHS by the Institution under the regulation.
- 3.9 Immediate Family the immediate family of a Faculty or Staff member includes his or her spouse, parents, stepparents, siblings, children, stepchildren, grandchildren, grandparents, sons-in-law, daughters-in-law, mother-in-law, father-in-law, brothers-in-law and sisters-in-law.

#### 4.0 Additional Information

- 4.1 All Principal Investigators and research staff participating in a sponsored project covered by this policy must disclose whether or not he or she has external affiliations that may constitute a conflict.
- 4.2 Research staff is required to disclose SFI at the time of the application or proposal for NIH and National Science Foundation funded research and prior to incurring costs on an award or Issuance of a subcontract.
- 4.3 All Financial Conflicts of Interest will be reported to the funding agency in accordance with the terms of the agreement and federal regulations.
- 4.4 Research staff members covered by this policy must submit an updated disclosure of significant financial interests at least annually during the period of the award. Any Information that was not disclosed initially should be provided and should also include updated information on previously disclosed SFI.

- 4.5 All funded investigators, senior/key personnel should complete mandatory online training prior to engaging in any research related to any funded grant and at least every four years.
- 4.6 Research staff covered by this policy may have to re-certify immediately if revisions to this policy affect the requirements, new employment with the University or if the research staff member is not in compliance with this policy or an implemented management plan.
- 4.7 Prior to incurring expenditures on any awards issued to the University, Research Compliance will review all disclosures to determine whether a financial conflict of interest exists and if so develop and implement a management plan.
- 4.8 A retrospective review of research will be performed on undisclosed Financial Conflicts of Interest that are not reported or managed in a timely manner. The Research Compliance Officer will complete the review documenting the noncompliance to determine whether the research was biased in its design, conduct or reporting of such research.
- 4.9 If any biases are identified due to the failure to comply with this policy, the awarding agency will be notified and a mitigation report describing the impact of the bias on the research project and the actions taken or to be taken to eliminate or mitigate the effects of the bias. The University will also update any previously submitted FCOI report regarding the actions taken to manage the conflict of interest going forward.
- 4.10 Investigators must disclose the occurrence of any externally sponsored travel related to their institutional responsibilities. The disclosure should include the purpose of the trip, the identity of the sponsor/organizer, the destination, and the duration.
- 4.11 All implemented management plans will be monitored on an ongoing basis until the completion of the research.
- 4.12 Sanctions may be imposed if Research staff members fail to make disclosures in a timely manner or submit false disclosures or is otherwise in non-compliance with the implementation of a management plan.
- 4.13 Willful concealment of financial interests may result in disciplinary actions and sanctions may be imposed upon the violating individual.
- 4.14 The University must ensure that its Subcontractors comply with federal regulations regarding Financial Conflicts of Interest. The terms of the written agreement/contract issued must clearly state if the University FCOI policy is applicable or that of the subrecipient. The subrecipient must certify that its policy compiles with federal regulations outlined in Subpart F. If certifications are not provided, the agreement will state that the subrecipient is subject to the University's policy.

#### 5.0 Employee Adherence

Employees are required to adhere to these guidelines. Willful disregard of this policy shall be considered non-compliance and may result in a formal reprimand up to and including termination. The information stated in this policy pertains and applies to applicable employees, departments and funding sources of the University.



Policy Name	Conflict of Interest and Commitment				
Policy Number	1200.019				
Effective Date	May 23, 2017				
Administrative Division	Division of Research and Federal Relations				
Unit	Research Compliance				
Revised Date	Click here to enter text.				

#### 1.0 Policy Statement

Jackson State University ("JSU" or "University") expects, supports and encourages its faculty and staff to engage in research and to actively participate in external relationships and efforts that augment the mission of the University. However, participation in outside activities should in no way interfere with the faculty or staff member's primary obligation to act in the best interest of the University at all times. As part of this fundamental obligation, the University fully expects faculty and staff to apply their efforts appropriately and to use University resources toward University ends. These expectations are met through the establishment of standards that provide a realistic and practical expectation that the design, conduct, monitoring and reporting of research results, including research which is supported by grants, cooperative agreements and contracts, will not be impeded by bias resulting from researcher conflict of interest or conflict of commitment.

#### 2.0 Purpose of Policy

When the University's name, time, and resources are used in a way that results in inappropriate personal or professional advantage, or is harmful to the University's mission, a conflict between individual and University interests may be created. The purpose of this policy is to define, and educate University administration, faculty and staff, on Conflicts of Interest and Conflicts of Commitment and on mechanisms for avoiding and/or disclosing these conflicts. This Policy establishes a standard of conduct with the goal of protecting the University community from harmful circumstances arising from real or possible Conflicts of Interest and Conflicts of Commitment.

#### 3.0 Definitions

- 3.1 Conflict of Interest A situation in which an individual's financial, professional or other personal interests may directly or indirectly affect, or have the appearance of affecting, his or her professional judgment in exercising any University duty or responsibility.
- 3.2 Conflict of Commitment A situation that may occur when the external activities or relationships (paid or volunteer) of a member of the University faculty or staff interfere or compete (actually or potentially) with their primary obligation to the University's educational, research or service missions, or otherwise impedes the faculty or staff member's ability or readiness to perform the complete range or responsibilities associated with her or his University position.
- 3.3 Investigator the project director (PD) or principal Investigator (PI) and any other person, regardless of title or position, who is responsible for the design, conduct, or reporting of funded research, or proposed for such funding, which may include, for example, collaborators or consultants.
- 3.4 Financial Interest an interest in a business or the receipt or right to receive certain types of remuneration over stated thresholds.

- 3.5 Immediate Family the immediate family of a Faculty or Staff member includes his or her spouse, parents, stepparents, siblings, children, stepchildren, grandchildren, grandparents, sons-in-law, daughters-in-law, mother-in-law, father-in-law, brothers-in-law and sisters-in-law.
- Outside Professional Activity An outside activity is any paid or volunteer activity undertaken by a Staff or Faculty member outside the scope of his or her regular University duties. Outside Professional Activities may include consulting, participation in civic or charitable organizations, working as a technical or professional advisor or practitioner, or holding a part-time job with another employer, whether working in one's University occupation or another.

#### 4.0 Additional Information:

- 4.1 Investigators must not, at the expense of the University, use their official positions and affiliations with the University to influence or gain advantage or advancement for themselves, family members, dependents or close personal associates.
- 4.2 Investigators must avoid allowing external activities to undermine their primary professional obligations to Jackson State University.
- 4.3 Investigators must commit to the timely disclosure of any inventions, creations, or other intellectual property interests reached during the normal course of their University activities or that were accomplished with significant use of University resources.
- 4.4 Investigators must disclose all definite, probable, and possible conflicts of interest and/or conflicts of commitment, as soon as they arise or are identified, to a designated University official for notice and evaluation. If disclosed conflicts are found to be significant, then said conflicts must be mitigated or eliminated in accordance with this policy and accompanying procedures and processes.
- Investigators must annually disclose to the University whether they (or their spouse/domestic partner or dependent children) have a financial interest in a non-University entity or enterprise that would reasonably appear to be related to their University position or responsibilities. Disclosures of such interests must also be made when the investigator is involved in certain specific matters, including, but not limited to:
  - Gifts
  - Sponsored Projects
  - Technology licensing arrangements
  - Research protocols that involve human subjects, animals or stem cells
  - Material transfer and collaboration agreements, and
  - Certain procurement matters (e.g., sole source or from a privately-held company).
- 4.6 Investigators who are full-time faculty or staff may not accept substantial management responsibilities as part of their outside professional activities. If a faculty or staff member deems it

necessary to take on a substantial management role in an external organization, express permission must be granted by her or his department chair and dean; acceptance of such a role with an outside entity may be determined to require a leave of absence without pay.

- 4.7 Certain outside professional activities, such as submitting a proposal or serving as a director for a research or scholarly endeavor at another institution that could be conducted at Jackson State University, may generate conflicts of interest or commitment regardless of the time involved. Investigators employed by JSU, are generally prohibited from serving as principal investigators on sponsored projects that are submitted and managed through other universities, federal, non-profit, or corporate institutions. This condition does not apply to subcontracts awarded to JSU; this provision is not intended to limit the ability of investigators to participate in collaborative research or training programs with other entities, nor is it intended to limit the ability of investigators to access facilities that are not available at JSU.
- Financial interests that are disclosed and are determined to be connected to one or more of the institutional responsibilities of the investigator will be evaluated per the JSU Financial Conflict of Interest Policy (cross reference FCOI here). If connection of the interest is confirmed to be conflicting, then the conflict will need to be eliminated or mitigated according to a plan developed in cooperation with and under the oversight of the dean of the college in collaboration with the Provost and Senior Vice President of Academic and Student Affairs. If the financial interest is not considered to result in significant and direct conflict of Interest, other administrative actions, such as disclosure in proposals, publications, research presentations, etc., may be required.
- 4.9 School deans, in consultation with the Vice President for Research and Federal Relations, shall establish procedures and timeframes for appropriate review of potential or actual conflicts of interest or conflicts of commitment, both annually and at the time of initiation of new transactions, in order to eliminate, mitigate, or otherwise manage such conflicts.

#### 5.0 Employee Adherence

Employees are required to adhere to these guidelines. Willful disregard of this policy shall be considered non-compliance and may result in a formal reprimand up to and including termination. The information stated in this policy pertains and applies to applicable employees, departments and funding sources of the University.

# 



ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF AIRPORT IMPROVEMENT PROGRAM GRANT OFFER, NO. 3-28-0037-075-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT

WHEREAS, on or about June 18, 2025, the Jackson Municipal Airport Authority ("JMAA") applied to the United States Department of Transportation, Federal Aviation Administration ("FAA"), for an AIRPORT IMPROVEMENT GRANT ("AIP") under the auspices of airport improvement, specifically repairs and modifications to Taxiway Bravo at Jackson-Medgar Wiley Evers International Airport ("Airport" or "JAN"); and

WHEREAS, on or about July 14, 2025, the FAA offered to JMAA Grant No. 3-28-0037-075-2025 for ninety percent (90%) of allowable costs incurred to perform repairs and modifications for the Taxiway Bravo at JAN (the "Project"), in an amount not to exceed three million, one hundred and sixty thousand, seven hundred twenty-two dollars and forty cents (\$3,160,722.40); and

WHEREAS, AIG Grant No. 3-28-0037-075-2025 further provides for maintaining safe and efficient airport operations at the Airport and for any lawful purpose related to the Airport for which the AIP Grant funds may be used; and

WHEREAS, the AIP Grant Offer is contingent upon JMAA and the City of Jackson, Mississippi ("City"), as Co-Sponsors of the Airport, authorizing their respective representatives to accept the AIP Grant Offer and execute the Grant Agreement, followed by execution by their respective attorneys of a "Certificate of Sponsor's Attorney," as required by the terms of the AIP Grant; and

WHEREAS, the Authority will provide all matching funds required for the Project from the Authority-generated revenues, and no expenditures will be required by or of the City in connection with the Project or the Grant; and

WHEREAS, the Mayor, or his designee, and the City Attorney of the City must be authorized by the City Council of Jackson, Mississippi, to execute the AIP Grant offer and agreement upon acceptance of the AIP Grant Offer by the City as a prerequisite for JMAA to receive the AIP Grant funds.

NOW, THEREFORE, IT IS HEREBY ORDERED by the Council of the City of Jackson, Mississippi, that the City accepts the AIP Grant to accomplish the Project for ninety percent (90%) of allowable Project not to exceed three million, one hundred and sixty thousand, seven hundred twenty-two dollars and forty cents (\$3,160,722.40) and shall act as Co-Sponsor with the Authority in connection with the Grant of funds for the AIG Grant Offer and Agreement.



IT IS FURTHER ORDERED that the Mayor and the Clerk of the City are authorized to execute and attest, respectively, on behalf of the City and as Co-Sponsor with the Authority, the AIP Grant Offer and Agreement and the City Attorney of the City are hereby authorized to sign a "Certificate of Sponsor's Attorney" in accordance with the terms of the AIP Grant Offer and Agreement.

IT IS FINALLY ORDERED that no funds of the City are to be expended in connection herewith and that the Authority shall provide all local funding for the Project. The AIP Grant funds shall be used for purposes directly related to the Airport, for which Grant funds may be lawfully used, and not for any purpose not related to the Airport, and funds allocated for the Project may not be used for other purposes.

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

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# **OFFICE OF THE CITY ATTORNEY**

This ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF AIRPORT IMPROVEMENT PROGRAM GRANT OFFER, NO. 3-28-0037-075-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT is legally sufficient for placement in NOVUS Agenda.

Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Date

#### **RESOLUTION CY-2025-06**

RESOLUTION TO AUTHORIZE THE JACKSON MUNICIPAL AIRPORT AUTHORITY TO ACCEPT THE AIRPORT IMPROVEMENT PROGRAM GRANT OFFER, NO. 3-28-0037-075-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND TO SEEK A RESOLUTION FROM THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT.

WHEREAS, on or about June 18, 2025, the Jackson Municipal Airport Authority ("JMAA") applied to the United States Department of Transportation, Federal Aviation Administration ("FAA"), for an AIRPORT IMPROVEMENT PROGRAM ("AIP") GRANT under the auspices of airport improvement, specifically repairs and modifications to Taxiway Bravo at Jackson-Medgar Wiley Evers International Airport ("Airport" or "JAN"); and

WHEREAS, on or about July 14, 2025, the FAA offered to JMAA Grant No. 3-28-0037-075-2025 for ninety percent (90%) of allowable costs incurred to perform repairs and modifications to Taxiway Bravo at JAN (the "Project"), in an amount not-to-exceed Three Million, One Hundred Sixty Thousand, Seven Hundred Twenty-Two Dollars and Forty Cents (\$3,160,722.40); and

**WHEREAS**, AIP Grant No. 3-28-0037-075-2025 further provides for maintaining safe and efficient airport operations at the Airport and for any lawful purpose related to the Airport for which the AIP Grant funds may be used; and

WHEREAS, the Board of Commissioners (the "Board") of the Jackson Municipal Airport Authority ("JMAA") has considered the recommendation of Staff that the Board accept AIP Grant No. 3-28-0037-075-2025 to accomplish the Project; and

WHEREAS, the AIP Grant Offer is contingent upon JMAA and the City of Jackson, Mississippi ("City"), as Co-Sponsors of the Airport, authorizing their respective representatives to accept the AIP Grant Offer and execute the Grant Agreement, followed by execution by their respective attorneys of a "Certificate of Sponsor's Attorney," as required by the terms of the AIP Grant; and

WHEREAS, the Mayor, or his designee, and the City Attorney of the City must be authorized by the City Council of the City to execute the AIP Grant offer and agreement upon acceptance of the AIP Grant Offer by the City as a prerequisite for JMAA to receive the AIP Grant funds; and

WHEREAS, JMAA Staff requests Board authority to seek a resolution from the City Council of the City that provides that the City, as Co-Sponsor of the Airport: (i) accepts the AIP Grant in an amount not-to-exceed Three Million, One Hundred Sixty Thousand, Seven Hundred Twenty-Two Dollars and Forty Cents (\$3,160,722.40); (ii) authorizes the Mayor of the City to execute the AIP Grant Offer and Agreement; and (iii) authorizes the City Attorney of the City to sign a "Certificate of Sponsor's Attorney" in accordance with the terms of the AIP Grant Offer and Agreement; and

NOW, IT IS THEREFORE RESOLVED that the Board accepts the AIP Grant to accomplish the Project for ninety percent (90%) of allowable Project costs, not-to-exceed Three Million, One Hundred Sixty Thousand, Seven Hundred Twenty-Two Dollars and Forty Cents (\$3,160,722.40) and

IT IS FURTHER RESOLVED that the AIP Grant funds be used for purposes directly related to the Airport, for which Grant funds may be lawfully used, and not for any purpose not related to the Airport and that funds allocated for the Project may not be used for other purposes; and

IT IS FURTHER RESOLVED that Rosa Beckett, the JMAA Chief Executive Officer, or her designee, is hereby authorized to execute the AIP Grant Offer and Agreement on behalf of JMAA; and

IT IS FURTHER RESOLVED that the JMAA General Counsel, Kimberly Carlisle, Esq., is authorized to execute the "Certificate of Sponsor's Attorney" on behalf of JMAA, after the JMAA Chief Executive Officer executes the AIP Grant Offer and Agreement; and

IT IS FURTHER RESOLVED that JMAA's Staff and its General Counsel are hereby authorized and directed to seek a resolution from the City Council of the City which provides that the City, as Co-Sponsor of the Airport: (i) accepts the AIP Grant in an amount not-to-exceed Three Million, One Hundred Sixty Thousand, Seven Hundred Twenty-Two Dollars and Forty Cents (\$3,160,722.40); (ii) authorizes the Mayor of the City, or his designee, to execute the AIP Grant Offer and Agreement; and (iii) authorizes the City Attorney of the City to sign a "Certificate of Sponsor's Attorney" as required by the AIP Grant Offer and Agreement; and

IT IS FURTHER RESOLVED that any and all prior acts performed by JMAA Staff to apply for the AIP Grant are hereby ratified, adopted, and approved by the JMAA Board.

Yeas: Chairman Warren T. Herring, Vice Chairman Rickey D. Jones, Commissioner

Rica Lewis-Payton, Commissioner Sharon F. Bridges, Esq.

Nays: None

Abstentions: None



# 

ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF AIRPORT INFRASTRUCTURE GRANT – BI-PARTISAN INFRASTRUCTURE LAW OFFER, NO. 3-28-0037-077-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS AIRPORT (JAN) UNDER THE AUSPICES OF AIRPORT IMPROVEMENT.

WHEREAS, the Jackson Municipal Airport Authority (the "Authority") has applied to the United States Department of Transportation, Federal Aviation Administration (the "FAA"), for a AIRPORT INFRASTRUCTURE GRANT-BI-PARTISAN INFRASTRUCTURE LAW ("AIG-BIL") GRANT under the auspices of airport improvement, specifically repairs and modifications to Taxiway Bravo at Jackson-Medgar Wiley Evers Airport ("Airport" or "JAN"); and

WHEREAS, on or about July 14, 2025, the FAA offered to JMAA Grant No. 3-28-0037-077-2025 for ninety percent (90%) of allowable costs incurred to perform repairs and modifications to Taxiway Bravo at JAN (the "Project"), in an amount not-to-exceed One Million, Five Hundred Thousand Dollars (\$1,500,000.00); and

WHEREAS, AIG-BIL Grant No. 3-28-0037-077-2025 further provides for maintaining safe and efficient airport operations at the Airport and for any lawful purpose related to the Airport for which the AIP Grant funds may be used; and

WHEREAS, the AIG-BIL Grant Offer is contingent upon JMAA and the City of Jackson, Mississippi ("City"), as Co-Sponsors of the Airport, authorizing their respective representatives to accept the AIG-BIL Grant Offer and execute the Grant Agreement, followed by execution by their respective attorneys of a "Certificate of Sponsor's Attorney," as required by the terms of the AIG-BIL Grant; and

WHEREAS, all matching funds required for the Project will be provided by the Authority from the Authority-generated revenues and no expenditures will be required by or of the City in connection with the Project or the Grant.

NOW, THEREFORE, IT IS HEREBY ORDERED by the Council of the City of Jackson, Mississippi, that the City accepts the AIG-BIL Grant to accomplish the Project for ninety-percent (90%) of allowable Project costs, not-to-exceed One Million Five Hundred Thousand Dollars (\$1,500,00.00) and shall act as Co-Sponsor with the Authority in connection with the Grant of funds for the AIG-BIL Grant Offer and Agreement.

IT IS FURTHER ORDERED that the Mayor and the Clerk of the City are authorized to execute and attest, respectively, on behalf of the City and as Co-Sponsor with the Authority, the AIG-BIL Grant Offer and Agreement and the City Attorney of the City are hereby authorized to sign a "Certificate of Sponsor's Attorney" in accordance with the terms of the AIG-BIL Grant Offer and Agreement.

Agenda Item No.: \_\_\_\_\_ September 9, 2025 D. Martin, Horhn IT IS FURTHER ORDERED that any executions and/or attestations authorized by this Order, and which have already been accomplished, are hereby ratified.

IT IS FINALLY ORDERED that no funds of the City are to be expended in connection herewith and that all local funding for the Project shall be provided by the Authority.

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 APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF AIRPORT INFRASTRUCTURE GRANT — BI-PARTISAN INFRASTRUCTURE LAW OFFER, NO. 3-28- 0037-077-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS AIRPORT (JAN) UNDER THE AUSPICES OF AIRPORT IMPROVEMENT is legally sufficient for placement in NOVUS Agenda.

Drew Martin, City Attorney

Sondra Moncure, Special Assistant A.

Date

#### **RESOLUTION CY-2025-07**

RESOLUTION TO AUTHORIZE THE JACKSON MUNICIPAL AIRPORT AUTHORITY TO ACCEPT THE AIRPORT INFRASTRUCTURE GRANT — BI-PARTISAN INFRASTRUCTURE LAW OFFER, NO. 3-28-0037-077-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND TO SEEK A RESOLUTION FROM THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS AIRPORT (JAN) UNDER THE AUSPICES OF AIRPORT IMPROVEMENT.

WHEREAS, on or about July 2, 2025, the Jackson Municipal Airport Authority ("JMAA") applied to the United States Department of Transportation, Federal Aviation Administration ("FAA"), for an AIRPORT INFRASTRUCTURE GRANT-BI-PARTISAN INFRASTRUCTURE LAW ("AIG-BIL") GRANT under the auspices of airport improvement, specifically repairs and modifications to Taxiway Bravo at Jackson-Medgar Wiley Evers Airport ("Airport" or "JAN"); and

WHEREAS, on or about July 14, 2025, the FAA offered to JMAA Grant No. 3-28-0037-077-2025 for ninety percent (90%) of allowable costs incurred to perform repairs and modifications to Taxiway Bravo at JAN (the "Project"), in an amount not-to-exceed One Millon, Five Hundred Thousand Dollars (\$1,500,000.00); and

WHEREAS, AIG-BIL Grant No. 3-28-0037-077-2025 further provides for maintaining safe and efficient airport operations at the Airport and for any lawful purpose related to the Airport for which the AIP Grant funds may be used; and

WHEREAS, the Board of Commissioners (the "Board") of the Jackson Municipal Airport Authority ("JMAA") has considered the recommendation of Staff that the Board accept AIG-BIL Grant No. 3-28-0037-077-2025 to accomplish the Project; and

WHEREAS, the AIG-BIL Grant Offer is contingent upon JMAA and the City of Jackson, Mississippi ("City"), as Co-Sponsors of the Airport, authorizing their respective representatives to accept the AIG-BIL Grant Offer and execute the Grant Agreement, followed by execution by their respective attorneys of a "Certificate of Sponsor's Attorney," as required by the terms of the AIG-BIL Grant; and

WHEREAS, the Mayor, or his designee, and the City Attorney of the City must be authorized by the City Council of the City to execute the AIG-BIL Grant offer and agreement upon acceptance of the AIG-BIL Grant Offer by the City as a prerequisite for JMAA to receive the AIG-BIL Grant funds; and

WHEREAS, JMAA Staff requests Board authority to seek a resolution from the City Council of the City that provides that the City, as Co-Sponsor of the Airport: (i) accepts the AIG-BIL Grant in an amount not-to-exceed One Millon, Five Hundred Thousand Dollars (\$1,500,000.00); (ii) authorizes the Mayor of the City to execute the AIG-BIL Grant Offer and Agreement; and (iii) authorizes the City Attorney of the City to sign a "Certificate of Sponsor's Attorney" in accordance with the terms of the AIG-BIL Grant Offer and Agreement; and

NOW, IT IS THEREFORE RESOLVED that the Board accepts the AIG-BIL Grant to accomplish the Project for ninety percent (90%) of allowable Project costs, not-to-exceed One Million, Five Hundred Thousand Dollars (\$1,500,000.00) and

IT IS FURTHER RESOLVED that the AIG-BIL Grant funds be used for purposes directly related to the Airport, for which Grant funds may be lawfully used, and not for any purpose not related to the Airport, and that funds allocated for the Project may not be used for other purposes; and

IT IS FURTHER RESOLVED that Rosa Beckett, the JMAA Chief Executive Officer, or her designee, is hereby authorized to execute the AlG-BIL Grant Offer and Agreement on behalf of JMAA; and

IT IS FURTHER RESOLVED that the JMAA General Counsel, Kimberly Carlisle, Esq., is authorized to execute the "Certificate of Sponsor's Attorney" on behalf of JMAA, after the JMAA Chief Executive Officer executes the AIP Grant Offer and Agreement; and

IT IS FURTHER RESOLVED that JMAA's Staff and its General Counsel are hereby authorized and directed to seek a resolution from the City Council of the City which provides that the City, as Co-Sponsor of the Airport: (i) accepts the AIG-BIL Grant in an amount not-to-exceed One Million, Five Hundred Thousand Dollars (\$1,500,000.00); (ii) authorizes the Mayor of the City, or his designee, to execute the AIG-BIL Grant Offer and Agreement; and (iii) authorizes the City Attorney of the City to sign a "Certificate of Sponsor's Attorney" as required by the AIG-BIL Grant Offer and Agreement; and

IT IS FURTHER RESOLVED that any and all prior acts performed by JMAA Staff to apply for the AIP Grant are hereby ratified, adopted, and approved by the JMAA Board.

Yeas: Chairman Warren T. Herring, Vice Chairman Rickey D. Jones, Commissioner

Rica Lewis-Payton, Commissioner Sharon F. Bridges, Esq.

Nays: None

Abstentions: None

# 

**BE IT REMEMBERED** that a Regular Zoning Meeting of the City Council of Jackson, Mississippi was convened in the Council Chambers in City Hall at 2:30 p.m. on August 18, 2025 being the third Monday of said month when and where the following things were had and done to wit:

Present: Council Members: Brian Grizzell, Council President, Ward 4; Vernon

Hartley, Council Vice President, Ward 5; Ashby Foote, Ward 1 (via teleconference); Montyne Clay, Ward 2; Lashia Brown-Thomas, Ward 6 (via teleconference) and Kevin Parkinson, Ward 7. Directors: Shanekia Jordan, Clerk of the Council; Sabrina Shelby, Chief Deputy Clerk of Council; Ester Ainsworth, Zoning Administrator and Carrie Johnson,

Deputy City Attorney.

Absent: Kenneth I. Stokes, Ward 3.

The meeting was called to order by President Brian Grizzell.

\* \* \* \* \* \* \* \* \* \* \* \* \* \* \*

**President Grizzell** recognized Zoning Administrator, **Ester Ainsworth**, who provided the Council with a procedural history of Zoning Case No. 4290 including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits, and planning board meeting minutes.

President Grizzell requested that the Clerk read the Order:

ORDER GRANTING TONIA LOUISVILLE-JONES & RODDRICK JONES, SR. A CONDITIONAL USE PERMIT TO ALLOW FOR AN ACCESSORY PARKING LOT WITHIN A R-2 (SINGLE-FAMILY & TWO-FAMILY) RESIDENTIAL DISTRICT FOR THE BUSINESS AT 6204 N. STATE ST. FOR THE PROPERTY LOCATED AT 0 VINE ST (PARCEL 709-40) CASE NO. 4290.

WHEREAS, Tonia Louisville-Jones & Roddrick Jones, Sr. has filed a petition for a Use Permit to allow for an accessory parking lot for the business at 6204 N. State St. within a R-2 (Single-Family & Two-Family) Residential District for the property located at O Vine St. (Parcel 709-40) in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended approval of a Conditional Use Permit to allow for an accessory parking lot for the business at 6204 N. State St. for the property located at 0 Vine St (Parcel 709-40) that is within a R-2 (Single-Family & Two-Family) Residential District

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, July 28, 2025 to consider said change, based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on June 5, 2025 and June 19, 2025 that a hearing would be held by the Jackson City Planning Board on June 25, 2025, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of a Conditional Use Permit within the existing R-2 (Single-Family & Two-Family) Residential District of the City of Jackson; and

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion that proposed use would not be detrimental to the continued use, value, or development of properties in the vicinity and would not adversely affect vehicular or pedestrian traffic in the vicinity and that a Conditional Use Permit be granted for the property located at 0 Vine Street

(Parcel 709-40) that is located within an existing R-2 (Single-Family & Two-Family) Residential District of the City of Jackson.

# NOW, THEREFORE, BE IT ORDERED BY THE COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI:

That the property located in the City of Jackson, First Judicial District of Hinds County, Mississippi, more particular described as follows:

# LOT 9 BLK B BEVERLEY HGTS PT 1

be and is hereby modified so as to approve a Conditional Use Permit to for accessory parking lot for the business at 6204 N. State St. within a R-2 (Single-Family & Two-Family) Residential District for the property located at 0 Vine Street (Parcel 709-40). The Conditions of the Use Permit shall be that it be granted to Tonia Louisville-Jones & Roddrick Jones, Sr., the owner/operators of the community recreational center, that subsequent owners or operators of a community recreational center or other businesses at this location must apply for and receive a new Use Permit for the accessory parking lot and that compliance with adopted Property Maintenance, Building, Fire, Law Enforcement and Zoning Codes be maintained at all times. However, that before a Use Permit is issued for any structure to be erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process.

President Grizzell recognized Tonia Louisville-Jones, Applicant, who spoke in favor of a Use Permit to allow for an accessory parking lot for the business at 6204 N. State St. within a R-2 (Single-Family & Two-Family) Residential District.

\_\_\_\_\_\_

There was no opposition from the public.
Note: Said item failed due to a lack of a motion.

President Grizzell requested that the Clerk read the Order:

ORDER DENYING TONIA LOUISVILLE-JONES & RODDRICK JONES, SR. A CONDITIONAL USE PERMIT TO ALLOW FOR AN ACCESSORY PARKING LOT WITHIN A R-2 (SINGLE-FAMILY & TWO-FAMILY) RESIDENTIAL DISTRICT FOR THE BUSINESS AT 6204 N. STATE ST. FOR THE PROPERTY LOCATED AT 0 VINE ST (PARCEL 709-40) CASE NO. 4290.

WHEREAS, Tonia Louisville-Jones & Roddrick Jones, Sr. has filed a petition for a Use Permit to allow for an accessory parking lot for the business at 6204 N. State St. within a R-2 (Single-Family & Two-Family) Residential District for the property located at O Vine St. (Parcel 709-40) in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended approval of a Conditional Use Permit to allow for an accessory parking lot for the business at 6204 N. State St. for the property located at 0 Vine St (Parcel 709-40) that is within a R-2 (Single-Family & Two-Family) Residential District

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, July 28, 2025 to consider said change, based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on June 5, 2025 and June 19, 2025 that a hearing would be held by the Jackson City Planning Board on June 25, 2025, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson

City Planning Board had recommended approval of a Conditional Use Permit within the existing R-2 (Single-Family & Two-Family) Residential District of the City of Jackson; and

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion that proposed use would be detrimental to the continued use, value, or development of properties in the vicinity and would adversely affect vehicular or pedestrian traffic in the vicinity and that a Use Permit be denied for the property located at 0 Vine Street (Parcel 709-40) that is located within an existing R-2 (Single-Family & Two-Family) Residential District of the City of Jackson.

# NOW, THEREFORE, BE IT ORDERED BY THE COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI:

That the property located in the City of Jackson, First Judicial District of Hinds County, Mississippi, more particular described as follows:

## LOT9 BLK B BEVERLEY HGTS PT 1

be and is hereby denied the petitioned Use Permit for an accessory parking lot for the business at 6204 N. State St. within a R-2 (Single-Family & Two-Family) Residential District for the property located at 0 Vine Street (Parcel 709-40).

Note:	Said	item	failed	aue	to a	Iack	oi s	ιmo	)t10	n.		
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President Grizzell requested that the Clerk read the Order:

ORDER DENYING TONIA LOUISVILLE-JONES & RODDRICK JONES, SR. A USE PERMIT TO ALLOW FOR AN ACCESSORY PARKING LOT WITHIN A R-2 (SINGLE-FAMILY & TWO-FAMILY) RESIDENTIAL DISTRICT FOR THE BUSINESS AT 6204 N. STATE ST. FOR THE PROPERTY LOCATED AT 128 VINE ST (PARCEL 709-43) CASE NO. 4290.

WHEREAS, Tonia Louisville-Jones & Roddrick Jones, Sr. has filed a petition for a Use Permit to allow for an accessory parking lot for the business at 6204 N. State St. within a R-2 (Single-Family & Two-Family) Residential District for the property located at 128 Vine St. (Parcel 709-43) in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended denial of a Use Permit to allow for an accessory parking lot for the business at 6204 N. State St. for the property located at 128 Vine St (Parcel 709-43) that is within a R-2 (Single-Family & Two-Family) Residential District

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, July 28, 2025 to consider said change, based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on June 5, 2025 and June 19, 2025 that a hearing would be held by the Jackson City Planning Board on June 25, 2025, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of a Conditional Use Permit within the existing R-2 (Single-Family & Two-Family) Residential District of the City of Jackson; and

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion that proposed use would be detrimental to the continued use, value, or development of properties in the vicinity and would adversely affect vehicular or pedestrian traffic in the vicinity and that a Use Permit be denied for the property located at 128 Vine Street (Parcel 709-43) that is located within an existing R-2 (Single-Family & Two-Family) Residential District of the City of Jackson.

# NOW, THEREFORE, BE IT ORDERED BY THE COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI:

That the property located in the City of Jackson, First Judicial District of Hinds County, Mississippi, more particular described as follows:

# LOT 12 BLK B BEVERLEY HGTS PT 1

be and is hereby denied the petitioned Use Permit for an accessory parking lot for the business at 6204 N. State St. within a R-2 (Single-Family & Two-Family) Residential District for the property located at 128 Vine Street (Parcel 709-43).

Note: Said item failed due to a lack of a motion.

\* \* \* \* \* \* \* \* \* \* \* \* \* \*

**President Grizzell** recognized Zoning Administrator, **Ester Ainsworth**, who provided the Council with a procedural history of Zoning Case No. 4293, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

President Grizzell requested that the Clerk read the Order:

ORDER GRANTING KEISHA THOMPSON A USE PERMIT TO ALLOW FOR THE PLACEMENT OF A MANUFACTURED HOUSE WITHIN A R-4 (LIMITED MULTI-FAMILY) RESIDENTIAL DISTRICT ON THE PROPERTY LOCATED AT 1116 W. PEARL ST. (PARCEL 148-42), CASE NO. 4293.

WHEREAS, Keisha Thompson has filed a petition for a Use Permit to allow for the placement of manufactured house within a R-4 (Limited Multi-family) Residential District on the property located at 1116 W. Pearl St. (Parcel 148-42) in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended approval of a Use Permit to allow for the placement of a manufactured house within a R-4 (Limited Multi-family) Residential District on the property at 1116 W. Pearl St. (Parcel 148-42); and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, July 28, 2025 to consider said change, based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on June 5, 2025 and June 19, 2025 that a hearing would be held by the Jackson City Planning Board on June 25, 2025, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of the petitioned Use Permit within the existing R-4 (Limited Multi-family) Residential District of the City of Jackson; and

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion that proposed use would not be detrimental to the continued use, value, or development of properties in the vicinity and not being hazardous, detrimental, or disturbing to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances in addition to being in compliance with the Comprehensive Plan and that a Use Permit be granted to allow for the placement of a manufactured house within the existing R-4 (Limited Multi-family) Residential District for the property located at 1116 W. Pearl St. (Parcel 148-42) located in the City of Jackson.

NOW, THEREFORE, BE IT ORDERED BY THE COUNCIL OF THE CITY OF

# JACKSON, MISSISSIPPI:

That the property located in the City of Jackson, First Judicial District of Hinds County, Mississippi, more particular described as follows:

## Lot 11 12 & 13 BLK B DALTON SUBN

be and is hereby modified so as to approve a Use Permit to allow for the placement of a manufactured house within a R-4 (Limited Multi-family) Residential District on the property located at 1116 W. Pearl St. (Parcel 148-42). However, that before a Use Permit is issued for any structure to be erected or use thereof on the said property, the applicant must meet the requirements established for the placement of a manufactured house and through the Site Plan Review process.

The requirements for the placement of a manufactured house shall be that:

- The unit is not located in the R-1A & R-3 Residential Districts;
- The unit is new or less than ten (10) years old;
- The units are similar to surrounding neighborhood features;
- Landscaping is similar to surrounding neighborhood features;
- The permanent hitch, wheels, axles, or other devices allowing transportation are removed;
- The unit is erected on a conventional foundation and is permanently affixed to the
- Permanent water and sewer facilities are available to the site;
- The unit has a HUD Certification Label (tag); and
- Prior to the placement of the unit on the site and the issuance of a building permit,

documented approval of the unit from the State of Mississippi Fire Marshall's Office mbe obtained.	ust
Council Member Clay moved adoption.	
<b>President Grizzell</b> recognized <b>Keisha Thompson</b> , <b>Applicant</b> , (via teleconference) who spoke favor of a Use Permit to allow for the placement of a manufactured house within a R-4 (Limi Multi-family) Residential District.	
There was no opposition from the public.	
Note: Said item failed due to a lack of a second.	
Note: Council Member Clay joined the meeting during the discussion via teleconference.	
* * * * * * * * * * * * *	
President Grizzell recognized Zoning Administrator, Ester Ainsworth, who provided Council with a procedural history of Zoning Case No. 4295, including all applicable ordinance statutes, and a brief review of documents included in the Council agenda packets which were applicable zoning map, future land use map, photos of the subject area, staff report, applicat with exhibits and planning board meeting minutes.	ces, the

President Grizzell requested that the Clerk read the Order:

ORDER GRANTING BETTY SULLIVAN A SPECIAL EXCEPTION TO ALLOW FOR A PROFESSIONAL (REAL ESTATE) OFFICE WITHIN A R-1A (SINGLE-FAMILY) RESIDENTIAL DISTRICT FOR THE PROPERTY LOCATED AT 4220 OLD ORCHARD PL. (PARCEL 438-68-1) CASE NO. 4295.

WHEREAS, Betty Sullivan has filed a petition for a Special Exception to allow for a professional (real estate) office within a R-1A (Single-Family) Residential District for the property located at 4220 Old Orchard Pl. (Parcel 438-68-1), in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing has recommended approval of a Special Exception to allow for a professional (real estate) office within a R-1A (Single-Family) Residential District; and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Jackson City Council would be held at the City Hall at 2:30 p.m., August 18, 2025 to consider said petition based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the City Council that notice of said petition had been published in the Mississippi Link on July 3, 2025 and July 17, 2025 that a hearing had been held by the Jackson City Planning Board on July 23, 2025, as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of a Special Exception for the above described property within an existing R-1A (Single-Family) Residential Zoning District of the City of Jackson; and

WHEREAS, it appears to the Jackson City Council that the documents are in order, and that the recommendation of the Planning Board to approve a Special Exception to allow for a professional (real estate) office within a R-1A (Single-Family) Residential District does support the promotion of the public health, safety, morals, the general welfare of the community and the granting of such will not adversely affect adjacent property owners.

# NOW, THEREFORE, BE IT ORDERED BY THE COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI:

That the property located in the First Judicial District of Hinds County, Jackson, Mississippi, and being more particularly described as follows:

Lot twenty-two (22), and part of twenty-three (23) of the Twin Pines Subdivision, a subdivision according to a map or plat thereof, which on file and of record in the Office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 5 at Page 55, reference to which is hereby made in aid of and as a part of this description and land to the east of Twin Pines Subdivision in the SW ¼ of the NW ¼ of section 24, Township 6 North, Range 1 East and being more particularly described by metes and bounds as follows, to-wit:

Beginning at the northwest corner of said Lot 22 of Twin Pines Subdivision run thence southwesterly along the west line of said lots 22 and 23 for a distance of 102.3 feet to a point which is 2.3 feet southwesterly along last mentioned course from the northwest corner of said Lot 23; thence southeasterly and parallel with the north line of Lot 23 for a distance of 175 feet to a point that is 162.6 feet measured northeasterly and parallel with the western line of said Lot 23 from the easterly projection of the southern line of said Lot 23; run thence 102.3 feet to the southeast corner of Lot 21 of the Twin Pines Subdivision; thence run northwesterly along the south line of Lot 21 and along the line between Lots 21 and 22 of the Twin Pines Subdivision for a distance of 175 feet to the Point of Beginning. Being the same property as was conveyed to Edwin E. Luper in Book 1252 at page 497. This property is being sold in an "AS IS CONDITION".

be and is hereby granted a Special Exception to allow for a professional (real estate) office within a R-1A (Single-Family) Residential District for the property located at 4220 Old Orchard Pl. However, that before for any structure is erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process.

Council Member Parkinson moved adoption; Vice President Hartley seconded.

There was no representation from the Applicant.
There was no opposition from the public.

Thereafter, President Grizzell called for a vote on said item:

Yeas - Brown-Thomas, Foote, Grizzell, Hartley and Parkinson.

Nays - None.

Absent - Clay and Stokes.

Note: Council Member Clay left the meeting during the discussion.

\* \* \* \* \* \* \* \* \* \* \* \* \*

President Grizzell recognized Council Member Parkinson who moved, seconded by Vice President Hartley to reconsider Agenda Item No. 1. The motion prevailed by the following vote:

Yeas - Brown-Thomas, Foote, Grizzell, Hartley and Parkinson.

Nays – None.

Absent - Clay and Stokes.

President Grizzell requested that the Clerk read the Order:

ORDER GRANTING TONIA LOUISVILLE-JONES & RODDRICK JONES, SR. A CONDITIONAL USE PERMIT TO ALLOW FOR AN ACCESSORY PARKING LOT WITHIN A R-2 (SINGLE-FAMILY & TWO-FAMILY) RESIDENTIAL DISTRICT FOR THE BUSINESS AT 6204 N. STATE ST. FOR THE PROPERTY LOCATED AT 0 VINE ST (PARCEL 709-40) CASE NO. 4290.

WHEREAS, Tonia Louisville-Jones & Roddrick Jones, Sr. has filed a petition for a Use Permit to allow for an accessory parking lot for the business at 6204 N. State St. within a R-2 (Single-Family & Two-Family) Residential District for the property located at O Vine St. (Parcel 709-40) in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended approval of a Conditional Use Permit to allow for an accessory parking lot for the business at 6204 N. State St. for the property located at 0 Vine St (Parcel 709-40) that is within a R-2 (Single-Family & Two-Family) Residential District

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, July 28, 2025 to consider said change, based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on June 5, 2025 and June 19, 2025 that a hearing would be held by the Jackson City Planning Board on June 25, 2025, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of a Conditional Use Permit within the existing R-2 (Single-Family & Two-Family) Residential District of the City of Jackson; and

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion that proposed use would not be detrimental to the continued use, value, or development of properties in the vicinity and would not adversely affect vehicular or pedestrian traffic in the vicinity and that a Conditional Use Permit be granted for the property located at 0 Vine Street (Parcel 709-40) that is located within an existing R-2 (Single-Family & Two-Family) Residential District of the City of Jackson.

NOW, THEREFORE, BE IT ORDERED BY THE COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI:

That the property located in the City of Jackson, First Judicial District of Hinds County, Mississippi, more particular described as follows:

LOT 9 BLK B BEVERLEY HGTS PT 1

be and is hereby modified so as to approve a Conditional Use Permit to for accessory parking lot for the business at 6204 N. State St. within a R-2 (Single-Family & Two-Family) Residential District for the property located at 0 Vine Street (Parcel 709-40). The Conditions of the Use Permit shall be that it be granted to Tonia Louisville-Jones & Roddrick Jones, Sr., the owner/operators of the community recreational center, that subsequent owners or operators of a community recreational center or other businesses at this location must apply for and receive a new Use Permit for the accessory parking lot and that compliance with adopted Property Maintenance, Building, Fire, Law Enforcement and Zoning Codes be maintained at all times. However, that before a Use Permit is issued for any structure to be erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process.

Council Member Parkinson moved adoption; Vice President Hartley seconded.

Yeas - Brown-Thomas, Foote, Grizzell and Parkinson.	
Nays – None.	
Abstention – Hartley.	
Absent – Clay and Stokes.	

ORDER DENYING TONIA LOUISVILLE-JONES & RODDRICK JONES, SR. A USE PERMIT TO ALLOW FOR AN ACCESSORY PARKING LOT WITHIN A R-2 (SINGLE-FAMILY & TWO-FAMILY) RESIDENTIAL DISTRICT FOR THE BUSINESS AT 6204 N. STATE ST. FOR THE PROPERTY LOCATED AT 128 VINE ST (PARCEL 709-43) CASE NO. 4290.

WHEREAS, Tonia Louisville-Jones & Roddrick Jones, Sr. has filed a petition for a Use Permit to allow for an accessory parking lot for the business at 6204 N. State St. within a R-2 (Single-Family & Two-Family) Residential District for the property located at 128 Vine St. (Parcel 709-43) in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended denial of a Use Permit to allow for an accessory parking lot for the business at 6204 N. State St. for the property located at 128 Vine St (Parcel 709-43) that is within a R-2 (Single-Family & Two-Family) Residential District

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, July 28, 2025 to consider said change, based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on June 5, 2025 and June 19, 2025 that a hearing would be held by the Jackson City Planning Board on June 25, 2025, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of a Conditional Use Permit within the existing R-2 (Single-Family & Two-Family) Residential District of the City of Jackson; and

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion that proposed use would be detrimental to the continued use, value, or development of properties in the vicinity and would adversely affect vehicular or pedestrian traffic in the vicinity and that a Use Permit be denied for the property located at 128 Vine Street (Parcel 709-43) that is located within an existing R-2 (Single-Family & Two-Family) Residential District of the City of Jackson.

NOW, THEREFORE, BE IT ORDERED BY THE COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI:

That the property located in the City of Jackson, First Judicial District of Hinds County, Mississippi, more particular described as follows:

# LOT 12 BLK B BEVERLEY HGTS PT 1

be and is hereby denied the petitioned Use Permit for an accessory parking lot for the business at

6204 N. State St. within a R-2 (Single-Family & Two-Family) Residential District for the property located at 128 Vine Street (Parcel 709-43).

Council Member Parkinson moved adoption; Vice President Hartley seconded.

Yeas – Brown-Thomas, Grizzell, Hartley and Parkinson.
Nays – Foote.
Absent – Clay and Stokes.

**President Grizzell** recognized Zoning Administrator, **Ester Ainsworth**, who provided the Council with a procedural history of Zoning Case No. 4296, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

President Grizzell requested that the Clerk read the Order:

ORDER DENYING LAKONJA & EARNEST LEWIS A REZONING FROM R-4 (LIMITED MULTI-FAMILY) RESIDENTIAL DISTRICT TO C-2 (LIMITED) COMMERCIAL DISTRICT TO ALLOW FOR A NEIGHBORHOOD LAUNDROMAT FOR THE PROPERTY LOCATED ON 1396 FOREST AVE. (PARCEL 721-784), CASE NO. 4296.

WHEREAS, LaKonja & Earnest Lewis has filed a petition to rezone property located on 1396 Forest Ave. (Parcel 721-784), in the City of Jackson, First Judicial District of Hinds County, Mississippi, from R-4 (Limited Multi-family) Residential District to C-2 (Limited) Commercial District to allow for a neighborhood laundromat; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended the denial of the rezoning of the property located on 1396 Forest Ave. (Parcel 721-784) from R-4 (Limited Multi-family) Residential District to C-2 (Limited) Commercial District to allow for a neighborhood laundromat; and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, August 18, 2025 to consider said change, based upon the record of the case as developed before the City Planning Board; and

WHEREAS, it appeared to the satisfaction of the City Council that notice of said petition had been published in the Mississippi Link on July 3, 2025 and July 17, 2025 that a hearing had been held by the Jackson City Planning Board on July 23, 2025, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended denial of the rezoning of the property located on 1396 Forest Ave. (Parcel 721-784) from R-4 (Limited Multi-family) Residential District to C-2 (Limited) Commercial District; and

WHEREAS, the Council after having considered the matter, is of the opinion that such changes would not be in keeping with sound land use practice and to the best interest of the City and that there has not been a substantial change in the land use character of the surrounding area that justifies rezoning the property and nor is there a public need for additional property in that area zoned in accordance with said application since any previous City Council action.

# NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI:

That the petitioned request for the rezoning of the property located at 1224 Bailey Ave. (Parcel 95-31-1) in the City of Jackson, First Judicial District of Hinds County, Mississippi, and more particular described as follows:

LOT 24, LAKE FOREST ESTATES PT 3

is hereby denied the petitioned rezoning from R-4 (Limited Multi-family) Residential District to C-2 (Limited) Commercial District.

Council Member Parkinson moved adoption; Vice President Hartley seconded.

President Grizzell recognized LaKonja Lewis, Applicant, who spoke in favor of a rezoning from R-4 (Limited Multi-family) Residential District to C-2 (Limited) Commercial District to allow for a neighborhood laundromat.

Thereafter, President Grizzell called for a vote on said item:

There was no opposition from the public.

Yeas - Brown-Thomas, Foote, Grizzell, Hartley and Parkinson.

Nays - None.

Absent -Clay and Stokes.

\* \* \* \* \* \* \* \* \* \* \* \* \* \* \*

**President Grizzell** recognized Zoning Administrator, **Ester Ainsworth**, who provided the Council with a procedural history of Zoning Case No. 4297, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

President Grizzell requested that the Clerk read the Order:

ORDER GRANTING GERLEAN S. MUELLER A USE PERMIT TO ALLOW FOR THE PLACEMENT OF A MANUFACTURED HOUSE WITHIN A R-2 (SINGLE – SINGLE & TWO-FAMILY) RESIDENTIAL DISTRICT ON THE PROPERTY LOCATED AT 135 PIN OAK DR. (PARCEL 804-102), CASE NO. 4297.

WHEREAS, Gerlean S. Mueller has filed a petition for a Use Permit to allow for the placement of manufactured house within a R-2 (Single-Family & Two-Family) Residential District on the property located at 135 Pin Oak Dr. (Parcel 804-102) in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended approval of a Use Permit to allow for the placement of a manufactured house within a R-2 (Single-Family & Two-Family) Residential District on the property at 135 Pin Oak Dr. (Parcel 804-102); and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, August 18, 2025 to consider said change, based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on July 3, 2025 and July 17, 2025 that a hearing had been held by the Jackson City Planning Board on July 23, 2025, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of the petitioned Use Permit within the existing R-2 (Single-Family & Two-Family) Residential District of the City of Jackson; and

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion that proposed use would not be detrimental to the continued use, value, or development of properties in the vicinity and not being hazardous, detrimental, or disturbing to present surrounding

land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances in addition to being in compliance with the Comprehensive Plan and that a Use Permit be granted to allow for the placement of a manufactured house within the existing R-2 (Single-Family & Two-Family) Residential District for the property located at 135 Pin Oak Dr. (Parcel 804-102) located in the City of Jackson.

# NOW, THEREFORE, BE IT ORDERED BY THE COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI:

That the property located in the City of Jackson, First Judicial District of Hinds County, Mississippi, more particular described as follows:

Lot 42, Block "A", POHONTAS HEIGHTS SUBDIVISION, a Subdivision in and to the First Judicial District of Hinds County, Mississippi, according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of the First Judicial District of Hinds County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

be and is hereby modified so as to approve a Use Permit to allow for the placement of a manufactured house within a R-2 (Single-Family & Two-Family) Residential District on the property located at 135 Pin Oak Dr. (Parcel 804-102). However, that before a Use Permit is issued for any structure to be erected or use thereof on the said property, the applicant must meet the requirements established for the placement of a manufactured house and through the Site Plan Review process. The requirements for the placement of a manufactured house shall be that:

- The unit is not located in the R-1A & R-3 Residential Districts;
- The unit is new or less than ten (10) years old;
- The units are similar to surrounding neighborhood features;
- Landscaping is similar to surrounding neighborhood features;
- The permanent hitch, wheels, axles, or other devices allowing transportation are removed;
- The unit is erected on a conventional foundation and is permanently affixed to the property;
- Permanent water and sewer facilities are available to the site;
- The unit has a HUD Certification Label (tag); and
- Prior to the placement of the unit on the site and the issuance of a building permit, documented approval of the unit from the State of Mississippi Fire Marshall's Office must be obtained.

Council Member Parkinson moved adoption; Vice President Hartley seconded.

President Grizzell recognized Gerlean S. Mueller, Applicant, who spoke in favor of a Use Permit to allow for the placement of a manufactured house within a R-2 (Single-Family & Two Family) Residential District.
There was no opposition from the public.
<b></b>
Thereafter, President Grizzell called for a vote on said item:
Yeas – Brown-Thomas, Foote, Grizzell, Hartley and Parkinson. Nays – None. Absent – Clay and Stokes.
* * * * * * * * * * * * * *

# ORDER GRANTING EXTENSION OF SPECIAL EXCEPTIONS AND USE PERMITS FOR ONE YEAR.

Coming for consideration are requests for the approval of the following for certifications of renewal for one year and after the anniversary date of approval for Use Permit or Special Exceptions as follows:

# REGULAR ZONING MEETING OF THE CITY COUNCIL MONDAY, AUGUST 18, 2025 2:30 P.M.

1184

CASE NO.	<u>NAME</u>	LOCATION	<u>USE</u>	GRANTED
SE- 3676 Ward 3	Richard Moman	4644 N. State St. Jackson, MS 39206	Tax Office	08/18/08
C-UP 3946 Ward 7	Catholic Diocese of Jackson	921 N. President St. Jackson, MS 39202	Emergency Shelter/ Mission	08/15/16
C-UP 4092 Ward 2	Linda Stuckey	5753 Angle Dr. Jackson, MS 39204	Commercial Day Care	08/17/20
SE- 4094 Ward 7	Bill Kellum	1438 N. State St. Jackson, MS 39206	Law Office	08/17/20
SE- 4257 Ward 3	Tracy Willis	301 Sewanee Dr. Jackson, MS 39209	Private Kennel - Up to 5 canines	08/19/24
C-UP 4212 Ward 1	UA Jackson LLC	6370 Ridgewood Ct. Jackson, MS 39211	Community Recreational Center	07/17/23

IT IS HEREBY ORDERED by the Council of the City of Jackson that the said Use Permits and/or Special Exceptions be and the same are hereby extended for another year from and after the anniversary date granting said permits.

Vice President Hartley moved adoption; Council Member Parkinson seconded.

Yeas - Brown-Thomas, Foote, Grizzell, Hartley and Parkinson
Nays – None.
Absent – Clay and Stokes.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the next Special Council Meeting to be held at 10:00 a.m. on Tuesday, August 26, 2025. At 3:21 p.m., the Council stood adjourned.

APPROVED:
COUNCIL PRESIDENT DATE
MAYOR
ATTEST:
CITY CLERK

# 

# ORDER OF THE JACKSON CITY COUNCIL AUTHORIZING THE MAYOR'S OFFICE TO ELIMINATE, MERGE, COMBINE, OR OTHERWISE REDUCE THE NUMBER OF DEPARTMENTS WITHIN THE CITY OF JACKSON BUDGET.

WHEREAS, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this Order; and

WHEREAS, the City of Jackson continues to face significant public safety challenges, and the reduction of crime is a top priority for the Jackson City Council and the citizens of Jackson; and

WHEREAS, the Mayor's Office is responsible for the administration of city departments; and

WHEREAS, streamlining city operations can result in cost savings that may be redirected to areas of critical need; and

WHEREAS, the Jackson Police Department requires additional funding to recruit and retain officers, provide competitive pay, obtain essential equipment and vehicles, and meet the operational needs identified by the Chief of Police.

**NOW, THEREFORE, BE IT ORDERED**, by the City Council of Jackson, Mississippi, that the mayor shall have the authority to eliminate, merge, combine, and/or otherwise reduce the number of departments within the City of Jackson budget.

DONE this, the	day of September 2025
DOINE THIS TRE	day of Sentember 2025

Agenda Item No. 29 9.9.2025 (Stokes)

# 

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF REOPENING LAKE HICO FOR PUBLIC RECREATION AND DEDICATING BENEFITS TO SUPPORT JACKSON PUBLIC SCHOOLS AND COMMUNITY DEVELOPMENT.

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this resolution; and

WHEREAS, Lake Hico was historically a valuable public recreational resource for the citizens of Jackson prior to its closure; and

WHEREAS, the reopening of Lake Hico would provide opportunities for outdoor recreation, environmental education, and healthy living for residents of the City of Jackson; and

WHEREAS, restoring Lake Hico as a public amenity would serve as a catalyst for community development, economic investment, and neighborhood revitalization; and

WHEREAS, the City Council recognizes the importance of supporting Jackson Public Schools (JPS), particularly in the areas of teacher pay, classroom supplies, and educational resources; and

WHEREAS, dedicating a portion of the economic and recreational benefits generated by the reopening of Lake Hico to JPS will strengthen public education, support teachers, and directly benefit the children and families of the City of Jackson; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson to support of reopening Lake Hico for public recreation and dedicating benefits to support Jackson Public Schools and community development.

THEREFORE, IT IS HEREBY RESOLVED that the City Council of Jackson, Mississippi, hereby support the reopening Lake Hico for public recreation and dedicating benefits to support Jackson Public Schools and community development.

Agenda Item No. 20 9.9.2025 (Stokes)



# 

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF VOIDING THE CONTRACT WITH NEW WAY MS INC. FOR POOR PERFORMANCE AND FAILURE TO ADDRESS LITTER AND BRIDGE CLEANING.

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this resolution; and

WHEREAS, the City of Jackson entered into a contract with New Way MS Inc. to provide services for litter collection, street cleaning, and bridge maintenance; and

WHEREAS, the citizens of Jackson deserve clean streets, well-maintained bridges, and reliable services that protect public health, safety, and quality of life; and

WHEREAS, litter remains visible on city streets and bridges; and

WHEREAS, the City Council of Jackson has determined that the best course of action is to void the contract with New Way MS Inc. and redirect these services to a more qualified provider or department to ensure accountability and proper service delivery.

**THEREFORE, IT IS HEREBY RESOLVED** that the City Council of Jackson, Mississippi, hereby support voiding the contract with New Way MS Inc. for poor performance and failure to address litter and bridge cleaning.

Agenda Item No. 2)
September 9, 2025
(Stokes)

# 

The City Clerk reported that pursuant to a resolution of the Mayor and City Council (the "Council") of the City of Jackson, Mississippi (the "City"), calling for a hearing to be held at 10:00 o'clock a.m. on September 9, 2025, with respect to the Tax Increment Financing Plan, Prado Lofts at Meadowbrook Project, City of Jackson, Hinds County, Mississippi, August 2025 (the "TIF Plan"), she did cause such notice of the public hearing to be published in *The Mississippi Link*, a newspaper having a general circulation in the City on August 21, 2025, as evidenced by the proof of publication on file in the office of the Clerk. The Mayor then called the meeting to order, and the public hearing was duly convened. At that time, all present were given an opportunity to present oral and/or written comments on the TIF Plan. At the conclusion of the public hearing, Council Member \_\_\_\_\_\_\_\_ offered and moved the adoption of the following resolution:

A RESOLUTION APPROVING THE ADOPTION OF AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN, PRADO LOFTS AT MEADOWBROOK PROJECT, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, AUGUST 2025.

WHEREAS, under the power and authority granted by the laws of the State of Mississippi and particularly under Section 21-45-1 et seq., Mississippi Code of 1972, as amended (the "TIF Act"), the Council, on August 12, 2025, did adopt a certain resolution entitled:

RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, TO ISSUE TAX INCREMENT FINANCING BONDS OF SAID MUNICIPALITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED ONE MILLION DOLLARS (\$1,000,000) TO FINANCE THE COST OF INSTALLING AND CONSTRUCTING CERTAIN IMPROVMENTS FOR A PROPOSED PRADO LOFTS AT MEADOWBROOK WITHIN SAID CITY ACCORDANCE WITH THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, AND DETERMINING THAT THE PRADO LOFTS PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING ACCORDING TO SAID ACT; AND THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, AND FOR RELATED PURPOSES.

WHEREAS, as directed by the aforesaid resolution and as required by law, a notice of public hearing was published one (1) time in *The Mississippi Link*, a newspaper having a general

Same Item as Agenda Item # 2

Agenda Item No. 32 September 9, 2025 (Anderson, Horhn) circulation in the City on August 21, 2025, not less than ten (10) days nor more than twenty (20) days prior to said hearing date as required by the TIF Act, as evidenced by the publisher's proof of publication of the same attached hereto as **EXHIBIT A**, presented to the Council and filed with the Clerk;

WHEREAS, the notice of public hearing generally described the TIF Plan and further called for a public hearing to be held at the regular meeting place of the Governing Body in City Hall, located at 219 South President Street, Jackson, Mississippi, at 10:00 o'clock a.m. on the 9th day of September 2025, in order for the general public to state or present their views on the TIF Plan; and

WHEREAS, at 10:00 o'clock a.m. on September 9, 2025, the public hearing was held, and all in attendance were given an opportunity to state or present their oral and/or written comments on the TIF Plan.

# NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

**SECTION ONE.** That all of the findings of fact made and set forth in the preamble to this Resolution shall be and the same are hereby found, declared, and adjudicated to be true and correct.

**SECTION TWO.** That the Council is now fully authorized and empowered under the provisions of the TIF Act to adopt and implement the TIF Plan, attached hereto as **EXHIBIT B**, and do hereby adopt and approve such TIF Plan as presented in order to assist in the development of the proposed Project (as defined in the TIF Plan) and may participate jointly with Hinds County, Mississippi, to issue tax increment financing bonds or notes in one or more series in an amount not to exceed One Million Dollars (\$1,000,000) (the "Bonds") to finance the cost of various improvements in connection with the TIF Plan.

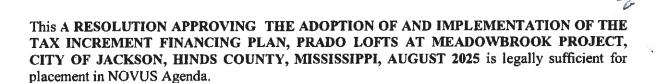
**SECTION THREE.** That the Bonds of the City shall be issued pursuant to further proceedings of the Council.

**SECTION FOUR.** 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 FIVE.** All orders, resolutions, or proceedings of the Council 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 resolution shall become effective upon the adoption hereof.

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



Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Date

# **EXHIBIT A**

# PROOF OF PUBLICATION

# PROOF OF PUBLICATION THE STATE OF MISSISSIPPI **HINDS COUNTY**

:OOF HERE

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

Jackie Hampton

an authorized representative of THE MISSISSIPPI LINK, a weekly newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32 of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

	Publication
Legal Ad	Notice of Public Hearing Tax Increment Financing Plan Prado Lofts at Meadowbrook Project .
Run Date(s)	Thursday, August 21, 2025
\$ Amount	\$52.56

Signed

Authorized Representative of The Mississippi Link Newspaper

SWORN to and subscribed before me this,

Notary:

My Commission Expires:



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## LEGAL NOTICE

# NOTICE OF PUBLIC HEARING TAX INCREMENT FRANCING PLAN PRADO LOFTS AT MEADOWERDOK PROJECT

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> Sue Hicks, 601-981-3060 Week of August 17, 2025

# **EXHIBIT B**

TIF PLAN





# TAX INCREMENT FINANCING PLAN PRADO LOFTS AND MEADOWBROOK PROJECT CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI AUGUST 2025

# Prepared by: BUTLER SNOW LLP

1020 Highland Colony Parkway, Suite 1400 Ridgeland, MS 39157 (601) 948-5711 Tray.Hairston@butlersnow.com Charity.Karanja@butlersnow.com

- 5. With the approval of this TIF Plan, the Mayor and City Council of the City (the "City Council") and the Board of Supervisors of the County (the "Board" and together with the City Council, the "Governing Body") finds, determines, and adjudicates that the Project is in the best interest of the City and the County and the future development of both the City and the County, and that it is in the best interest of the City, the County, and their citizens that the provisions of Section 21-45-9 of the TIF Act requiring dedication to the City or County of the Infrastructure Improvements constructed within the TIF District not apply to those improvements that are constructed on the privately owned portion of the Project.
- 6. The Developer has provided information to the City and County regarding the proposed site plan, the amount of the private investment, ad valorem tax, and job creation projections. Estimates of ad valorem taxes were made based on information and valuations from the Developer, the City Clerk, the and the County Tax Assessor.

### B. STATEMENT OF INTENT.

## 1. Tax Increment and Pledges:

- (a) City Tax Increment: Pursuant to this TIF Plan and as authorized under the provisions of the Act, the City may issue TIF Bonds in one or more taxable or tax-exempt series, in an amount not to exceed One Million Dollars (\$1,000,000) for a term of not to exceed fifteen (15) years to assist in the construction of the Infrastructure Improvements related to the Project; and may pledge, as security for the TIF Bonds, all or a portion of the incremental increase in ad valorem real and personal property tax revenue generated from the Project and collected by the City, excluding any tax levies for public school purposes and for any other purposes prohibited by law (the "City's Tax Increment").
- (b) County Tax Increment: Except for Reserved Tax Levies (as hereafter defined), the County may pledge all or a portion of the incremental increase in ad valorem real and personal property tax revenue generated from the Project and collected by the County, as additional security for the repayment of principal and interest on the TIF Bonds (the "County's Tax Increment," and together with the City's Tax Increment, the "Tax Increment").
- (c) County Reserved Tax Levies: The County's Tax Increment is subject to a limitation on the millage pledged. The County has set a cap on its pledge at fifty percent (50%) of General Fund millage as of the base year. All other tax levies (the "Reserved Tax Levies") are not included in the pledge. As of the date of this TIF Plan (the "Base Year"), fifty percent (50%) of the County's General Fund millage is 13.7 mills. Therefore, the County may pledge up to 100% of the revenues derived from 13.7 mills when applied to the incremental increase in the assessed values of the real and personal property generated by the Project within the TIF District, which millage will not change with any future adjustments.
- 2. Amount of TIF Bonds to be Issued: The principal amount of the TIF Bonds may be determined based on eighty percent (80%) of the Tax Increment generated by the Project within the TIF District, as more particularly described under the provisions of the Interlocal Agreement (as hereafter defined), and that certain Development and Reimbursement Agreement (the "Development Agreement") to be entered into by and between the Developer and the City. The

installation and construction of the Infrastructure Improvements will be undertaken, from time to time, to provide for the Project. Subject to the terms of the Development Agreement, the City may issue TIF Bonds, from time to time, and reimburse the Developer for the construction of the Infrastructure Improvements with the proceeds thereof, if and when (a) all or a portion of the Infrastructure Improvements shall have been completed; and (b) the Project shall have generated sufficient Tax Increment to support principal and interest payments on the TIF Bonds.

### 3. Use of TIF Bond Proceeds:

- As authorized under the Act, the proceeds of the TIF Bonds will be used to (a) pay for the costs of installing, improving, or constructing various public or privately owned infrastructure improvements, necessary for the development of the Project, that may include, but are not limited to, (i) the installation, improvement, construction, rehabilitation, and/or relocation of utilities such as water, gas, and sanitary sewer, (ii) the construction, renovation, improvement, relocation, or rehabilitation of drainage improvements, roadways, bridges, culverts, curbs and gutters, walkways, sidewalks, on-site parking, paving and other related parking lot improvements, (iii) the installation and relocation of electrical lines, lighting, and signalization, (iv) the construction, renovation, improvement, or rehabilitation of buildings, (v) landscaping of rights-of-way, (vi) the acquisition, renovation, and/or demolition of existing structures within the TIF District; (vii) the acquisition of land, structures and/or improvements for any of the forgoing purposes; and (viii) the construction, renovation, and improvement of other authorized on-site and off-site improvements under the Act (collectively (i) through (viii), the "Infrastructure Improvements"); (b) finance the related site preparation costs, architectural and engineering fees, attorneys' fees; TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs; and (c) achieve other authorized purposes under the Act, including funding a debt service reserve fund, if any. The Infrastructure Improvements may be constructed or installed within the TIF District or upon land adjacent to and/or serving the TIF District.
- (b) To the extent allowed under the laws of the State, including the Act, the City and/or the County may utilize other TIF Financing to finance all or a portion of the costs of the Infrastructure Improvements.
- (c) The financing will be undertaken to provide for the public convenience, health, and welfare of the citizens of the City and the County, and the City and/or the County may enter into (i) an Interlocal Cooperative Agreement pursuant to the Interlocal Act, or (ii) a Regional Economic Development Act Agreement with a "Local Government Unit," as such term is defined under the REDA Act (together (i) and (ii), the "Interlocal Agreement"), as a joint effort to make the most efficient use of resources, promote economic development, assist in the creation of jobs, and promote the general welfare of the citizens of the City and the County.
- C. <u>PUBLIC CONVENIENCE AND NECESSITY</u>. The public convenience and necessity require participation by the City and County in the construction of the Project. The Project will accomplish the following, which will provide for the public convenience and necessity and serve the best interests of the citizens of the City and the County:
- 1. The Project will represent a private investment in excess of Thirty-Eight Million Five Hundred Thousand Dollars (\$38,500,000) in the development of a luxury mixed-use apartment

complex on undeveloped or underdeveloped land that is strategically located within the City and the County and will provide much needed housing to the residents of the City and the County.

- 2. It is expected that the Project will create five hundred (500) construction jobs with an estimated payroll of Fifteen Million One Hundred Fifty Thousand Five Hundred Twenty Dollars (\$15,150,520), which will support the local economy during the construction period.
- 3. It is expected that the Project will create twenty (20) new permanent part-time jobs and ten (10) new permanent full-time jobs with an aggregate annual payroll of approximately One Million One Hundred Thousand Dollars (\$1,100,000).
- 4. The Project is expected to increase the annual real and personal ad valorem taxes to the City, the County, and the Jackson Public School District (the "School District").
- 5. It is expected that the City's annual real and personal property taxes generated by the Project within the TIF District will *increase* by \$189,838.00.
- 6. It is expected that the County's annual real and personal property taxes generated by the Project within the TIF District will *increase* by \$41,263.00.
- 7. It is expected that the Project will yield an annual real and personal property tax increase of about \$261,220.00 for the benefit of the School District.
- 8. The development of the Project will attract new residents, expand the tax base, and result in additional development and economic growth within the City and the County, resulting in substantial economic impact to the City, the County, and the School District.

# ARTICLE II PROJECT INFORMATION

### A. REDEVELOPMENT PROJECT DESCRIPTION.

### 1. Location, Legal Description, Environmental Characteristics and Zoning:

- (a) **Property Description and Map:** The Project will be constructed within the TIF District at 319 Meadowbrook Road which fronts Meadowbrook Road and Choctaw Road and is located just west of North State Street (U.S. Highway 51) in northern Jackson, Hinds County, Mississippi (the "Project Site"). The boundaries of the TIF District are the same as the Project Site. A description of the TIF District is attached hereto as Exhibit A. The TIF District includes the following parcel numbers: 430-310 and 50-90. Property record cards from the County Tax Assessor's office for the property located within the TIF District are included in Exhibit B hereof.
- (b) Environmental Characteristics and Zoning: The topography of the Project Site is well suited for development and utilities such as water, sewer, gas, and electricity are readily available for the Project Site. The Project will consist of permitted uses as allowed by the applicable zoning ordinances of the City. The Project Site is currently zoned CMU-1 (Community) Mixed Use Pedestrian Oriented District, as more particularly described in Exhibit

Λ

<u>A</u> hereof. The proposed use of the Project Site is consistent with the surrounding development, and no adverse conditions are known to exist with regard environmental issues, although the Project Site lies in a flood plain.

2. Building Type and Proposed Uses: The Project will include the construction, rehabilitation, and redevelopment of a mixed use luxury apartment complex within the TIF District, that may include amenities such as a community room, fitness center, business or computer center, media center, swimming pool with cabana, yoga studio, peloton bike room, dog park, storage, and other infrastructure necessary to support the development, as more generally described in Exhibit C hereof. Buildings will be constructed consistent with the City's zoning and architectural guidelines.

### B. DEVELOPER'S INFORMATION.

- 1. **Developer:** For the purposes of this TIF Plan, the Developer shall mean P Lofts Development SPE LLC (a subsidiary of PraCon Global Investment Group), a Mississippi limited liability company, with Federal Tax Identification Number XXX-XXX-0568, and its corporate offices located at 3220 North State Street, Jackson, Mississippi 39206. A copy of the Certificate of Formation for the Developer is attached hereto as Exhibit D.
- 2. **Project Team:** In addition to the Developer, the Project participants, including local contractors or agents (the "Project Team"), includes, but is not limited to:
- (a) Parent Development Company: PraCon Global Investment Group located at 3220 North State Street, Jackson, Mississippi 39216.
- (b) General Contractor: AnderCorp located at 4400 Old Canton Road, Suite 150, Jackson, Mississippi 39211.
- (c) Architect and Interior Designer: Dale Partners Architects located at 3220 North State Street, Jackson, Mississippi 39216.
- (d) Civil Engineer: Dean Engineering Solutions, Inc. located at 460 Briarwood Drive, Suite 400-4, Jackson, Mississippi 39206.
- (e) Landscape Architect: WAS Design located at 1510 North State Street, Suite 300, Jackson, Mississippi 39202.
- (f) Management Company: United Apartment Group located at 911 Palmyra Street, Jackson, Mississippi 39203.
- 3. **Development Agreement:** The City and the Developer will enter into the Development Agreement, incorporated herein by reference, whereby all or part of the Project may be assigned by the Developer to the Project Team or other entities that develop portions of the Project subject to the terms thereof.

### **ARTICLE III**

### ECONOMIC DEVELOPMENT IMPACT DESCRIPTION

# A. JOB CREATION.

- 1. Construction Jobs: The Project is expected to create approximately five hundred (500) construction jobs with an estimated construction payroll of Fifteen Million One Hundred Fifty Thousand Five Hundred Twenty Dollars (\$15,150,520), some of which will be spent locally and have a positive impact on the economy of the City and the County. The Project is expected to take approximately seventeen (17) months to complete.
- 2. **Permanent Jobs:** The Project is expected to create ten (10) new permanent full-time and twenty (20) new part-time jobs with an aggregate annual payroll of approximately One Million One Hundred Thousand Dollars (\$1,100,000), and support existing permanent full-time and part-time jobs relating to the Developer's current business operations.
- B. FINANCIAL BENEFIT TO THE COMMUNITY. The construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the School District. Projected increases in real and personal property tax revenues generated by the Project within the TIF District are set forth in Article 1, Section C hereof.

# ARTICLE IV THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN

- A. <u>CONSTRUCTION OF IMPROVEMENTS</u>. The Project and the Infrastructure Improvements will be installed and constructed in accordance with standards, codes, and ordinances of the City, and will be consistent, with and further the goals and objectives of, the Redevelopment Plan, all in accordance with the Act.
- **REDEVELOPMENT.** The City may sell or lease its property to private parties as part of a redevelopment project for not less than its fair value for uses consistent with the Redevelopment Plan in order to retain said property or public improvements for public use in accordance with the Redevelopment Plan. None of the property constituting the Project or the TIF District is currently held by the City.
- CONSOLIDATION OF TITLE. To eliminate diverse patterns of ownership which prevent or restrict development of large tracts of land, in the event the City determines that optimum utilization of a particular tract of land cannot be attained because of diversity of ownership and that action by the City is likely to enhance the possibility of development of such tract, the City is authorized to take such action as it determines to be desirable to consolidate title. Tax records reflect that the Project site consists of two (2) tax parcels with one (1) owner of record as of the date of this TIF plan; accordingly, diversity of ownership is not an issue for the proposed TIF District.
- D. PUBLIC CONVENIENCE AND NECESSITY. The primary objective of this TIF Plan is for the City and the County to serve the public convenience and necessity by assisting the Developer in the development of the Project. The TIF Obligations, including the TIF Bonds, authorized by this TIF Plan will provide financing to construct all or a portion of the

Infrastructure Improvements for the Project to serve the public interest and promote economic development in the City and the County, as described in detail in the preamble to this TIF Plan.

E. <u>HEALTH AND WELFARE OF THE PUBLIC</u>. The Project will provide for the health and welfare of the public by providing for safe and adequate Infrastructure Improvements for use by the public, which Infrastructure Improvements may be constructed or installed within the TIF District or upon land adjacent to and/or serving the TIF District. The Project will also increase the tax base for the City and the County by utilizing underdeveloped land.

### **ARTICLE V**

# A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE TIF PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN

- A. PROPOSED USE. The proposed use of this TIF Plan is to provide a financing mechanism for the installation and construction of Infrastructure Improvements necessary to induce development within the TIF District in accordance with the Redevelopment Plan and serve the public who will utilize and benefit from the development of the Project.
- A. STATEMENT OF NEED. The City and the County find and determine that this TIF Plan is necessary to induce development of vacant and underdeveloped prime property in the City and the County. The Project Site is currently plagued by unused or dilapidated buildings, unused or underdeveloped land, limited access, and lack of infrastructure. Consistent with the Redevelopment Plan, the Project will facilitate development and help prevent the creation, spread, or recurrence of slum conditions or conditions of blight within the TIF District.

# ARTICLE VI

# A STATEMENT CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECT, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS, AND TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

A. <u>COST ESTIMATE OF REDEVELOPMENT PROJECT</u>. The development of the Project will represent a private investment in excess of \$38,500,000. The total cost of developing the Project has been estimated to include the following:

Category	Estimate
Land Costs	\$3,750,000
Soft Costs	\$3,723,323
Hard Costs	\$26,003,395
Financing Costs	\$5,053,276
Total	\$38,529,993

B. PROJECTED SOURCES OF REVENUE TO MEET COSTS. The Developer will secure financing to construct the Project including all or a portion of the costs of the Infrastructure Improvements and will be reimbursed for qualified Infrastructure Improvements

with the proceeds of the TIF Bonds or other TIF Financing. In addition to TIF financing, other sources of financing for the Project are expected to include construction loans and equity contributions.

C. TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED. The City may issue TIF Bonds, in one or more taxable or tax-exempt series, in the principal amount not to exceed One Million Dollars (\$1,000,000) for a term not to exceed fifteen (15) years. As security for the TIF Bonds, the City may pledge all or a portion of the City's Tax Increment and the County may pledge all or a portion of the County's Tax Increment, subject to the terms of the Development Agreement and the Interlocal Agreement. The TIF Bonds may be sized based on eighty percent (80%) of the Tax Increment generated by the Project within the TIF District, all as provided under the provisions of the Development Agreement and the Interlocal Agreement. The portion of the Tax Increment used to determine the principal amount of the TIF Bonds shall be subject to further proceedings of the City and the County.

# ARTICLE VII REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING DISTRICT

A. PARCEL NUMBERS FOR THE TIF DISTRICT. A legal description of the real property to be included in the TIF District from which the Tax Increment will be generated to finance the TIF Bonds is included in Exhibit A hereof. The TIF District includes the parcel numbers listed below, and the property tax card for each parcel is included in Exhibit B hereof. Based on information obtained from the County Tax Assessor's office as of the date of this TIF Plan, the true and assessed values for the real property comprising the TIF District are as set forth in the chart below:

Parcel Number	True Value	Assessed Value
430-310	\$677,500.00	\$101,634.00
50-90	\$43,360.00	\$6,504.00
Total	\$720,860.00	\$108,138.00

# ARTICLE VIII DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE

- A. EFFECTIVE DATE. The effective date of this TIF Plan shall be the date of approval by the City or the date of approval by the County, whichever is later (the "Effective Date").
- **B.** TERMINATION. This TIF Plan shall remain in effect and in existence from the Effective Date (a) for fifteen (15) years, or (b) for so long as the TIF Bonds or other TIF Financing shall remain outstanding, whichever is longer.

### **ARTICLE IX**

ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH A REDEVELOPMENT PROJECT IS LOCATED

AD VALOREM TAX INCREASES. It is projected that the installation, construction, and operation of the Project will generate significant ad valorem tax revenues for the City, the County, and School District. The original true value of the real and personal property in the TIF District as of the date of the TIF Plan is \$720,860.00. It is expected that true value of the real and personal property in the TIF District after construction of the Project will increase to \$20,800,000.00, resulting in an incremental increase equal to \$20,079,140.00. The following chart shows estimates of new ad valorem tax revenues anticipated to be generated upon the completion of the Project:

Jurisdiction	Millage Rate <sup>1</sup>	Original Taxes	Estimated Taxes After Project	Estimated Tax Increase <sup>2</sup>
City	63.03	\$6,815	\$196,654	\$189,838
County <sup>3</sup>	13.70	\$1,481	\$42,744	\$41,263
School District <sup>4</sup>	86.73	\$9,378	\$270,598	\$261,220
Total		\$17,674	\$509,996	\$492,321

B. TAX PLEDGE. The pledge of the TIF Revenues and the sizing of the TIF Bonds will be as set forth in Articles I, VI and XII of this TIF Plan.

### **ARTICLE X**

# A STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED TO RECEIVE AD VALOREM TAXES AND THE PROCEEDS OF ANY OTHER FINANCIAL ASSISTANCE

A separate fund entitled the "Tax Increment Fund: Prado Lofts at Meadowbrook Project" or as otherwise renamed by the City (the "Tax Increment Fund"), shall be established by the City to receive ad valorem taxes and any other funds remitted in connection with this TIF Plan. Said Tax Increment Fund shall be segregated and kept separate and apart from all other moneys, revenues, funds, and accounts of the City and shall not be commingled with any other moneys, revenues, funds, and accounts of the City.

## **ARTICLE XI**

THE GOVERNING BODY SHALL, BY RESOLUTION, FROM TIME TO TIME DETERMINE (I) THE DIVISION OF AD VALOREM TAX RECEIPTS, IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF A REDEVELOPMENT PROJECT; (II) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (III) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH REDEVELOPMENT PROJECT; AND (IV) SUCH OTHER RESTRICTIONS, RULES AND REGULATIONS AS IN THE SOLE

<sup>&</sup>lt;sup>1</sup> Millage rates as of January 1, 2025.

<sup>&</sup>lt;sup>2</sup> Assumes constant values and millage rates and that the property will be assessed at 15% of true value.

<sup>&</sup>lt;sup>3</sup> The County's millage is capped at 13.7 mills, representing fifty percent (50%) of the County's General Fund millage of 27.4

<sup>4</sup> School taxes cannot be pledged to secure the TIF Bonds and are included for informational purposes only.

# DISCRETION OF THE GOVERNING BODY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of the TIF Plan, the Governing Body acknowledges the foregoing statement and shall adopt such resolutions as shall be deemed necessary and appropriate for the implementation of this TIF Plan, all in accordance with the laws of the State, including the Act, and the agreements contemplated herein.

# ARTICLE XII PLAN OF FINANCING

- A. <u>SECURITY FOR THE TIF BONDS:</u> In accordance with this TIF Plan, the City may issue TIF Bonds in an amount not to exceed One Million Dollars (\$1,000,000), from time to time, in one or more taxable or tax-exempt series, which will be secured by a pledge of all or a portion of the Tax Increment.
- B. AMOUNT AND TIMING OF ISSUANCE: The amount and timing of the issuance of each series of TIF Bonds shall be determined as provided herein pursuant to further proceedings of the City and County; provided, however, that (i) the aggregate principal amount of the TIF Bonds shall not exceed One Million Dollars (\$1,000,000), and (ii) the principal and interest on each series of the TIF Bonds shall be payable over a period of not to exceed fifteen (15) years.

# EXHIBIT A TAX INCREMENT FINANCING DISTRICT

# SITE DESCRIPTION & ZONING

### GENERAL DESCRIPTION OVERVIEW

Location The subject site is on the south side of Meadowbrook Road, just west of N State Street

(U.S. Highway 51) in northern Jackson, Hinds County, Mississippi.

Parcel Number 430-310;

50-90

Legal Description BEG 231 FT E INT N/L CHOCTAW RD & E/L NORTH STATE ST E 762 FT N/LY 146.2 FT W/LY 40 FT

NLY 146.3 FT WLY 720 FT S/LY 310.60 FT TO POB BEING ALL LOTS 1, 6 & PT LOT 7 SEMINOLE GARDEN RE SY & LOTS 6 THRU 23 STOKES SUBN & PT CLOSED SEMINOLE AVE & PT NW 1/4 SEC 23; LOT 8 & THAT PT LOT 7 N OF DITCH BEING 60 FT MORE OR LESS BLK D CHEROKEE HGTS T6N

R1E

Site Area

Primary Site

244,525 square feet

(5.614 acres)

Configuration

Generally Rectangular Generally Level

Topography Drainage

Floodplain

Appears adequate

**Utilities/Municipal Services** 

Typical utilities and municipal services available to site including water, sewer, gas,

electricity, telephone and cable tv/internet.

Zone

Map

Date

Zone AE

28049C0306J

July 20, 2021

Zone AE is a Special Flood Hazard Area (SFHA) where base flood elevations are provided. AE Zones are now used on new format Flood Insurance Rate Maps (FIRM) instead of A1-A30 Zones. In communities that participate in the National Flood Insurance Program

(NFIP), mandatory flood insurance purchase requirements apply to this zone.

Census Tract No. 0013.00

Latitude Longitude 32.34953, -90.17327

Soil/Subsoil Conditions We did not receive nor review a soil report. However, we assume that the soil's load-

bearing capacity is sufficient to support existing and/or proposed structure(s). We did not

observe any evidence to the contrary during our physical inspection of the property.

Environmental Concerns An environmental assessment report was not provided for review and environmental

issues are beyond our scope of expertise. Even though we did not receive an environmental report, we walked around the subject site and did not observe any obvious

indicators of environmental contamination or adverse property condition issues.

Land Use Restrictions A title report was not provided, however, we are unaware of any detrimental easements,

encroachments or other restrictions that would adversely affect the site's use.

Hazards Nuisances None observed

Frontage 725' Meadowbrook Road; 725' Choctaw Road

Access Two curb cuts along Meadowbrook Rd. and two more along Choctaw Rd.

Visibility Average

Surrounding Land Uses Primarily Residential & Retail

Enterprise Zone

Transportation Facilities Public bus stops are located along N State Street just west of the subject.

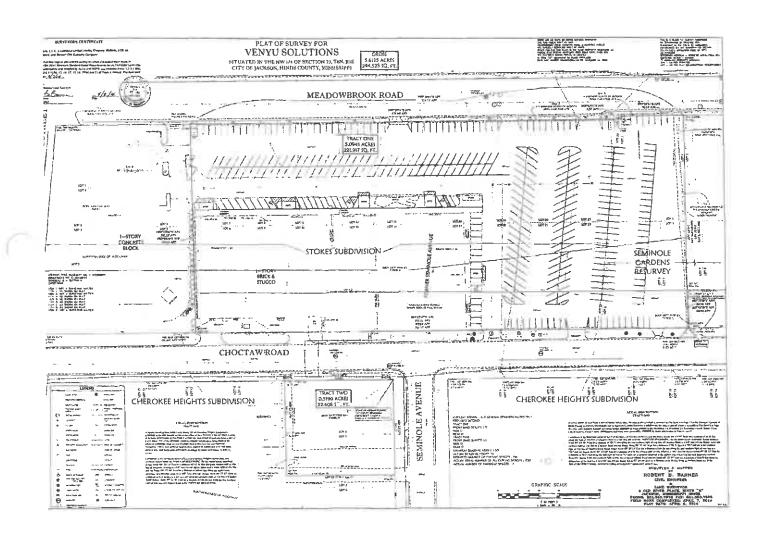
Comments The site is considered typical of the neighborhood and has both average visibility and

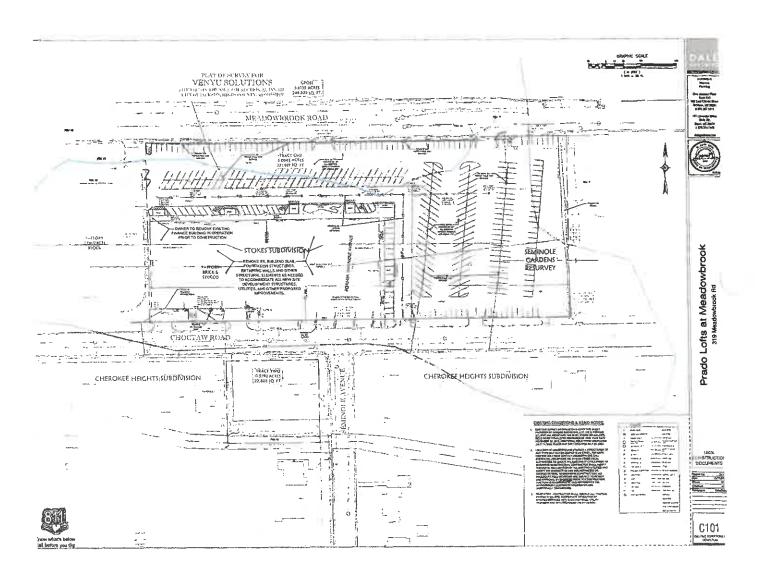
access.

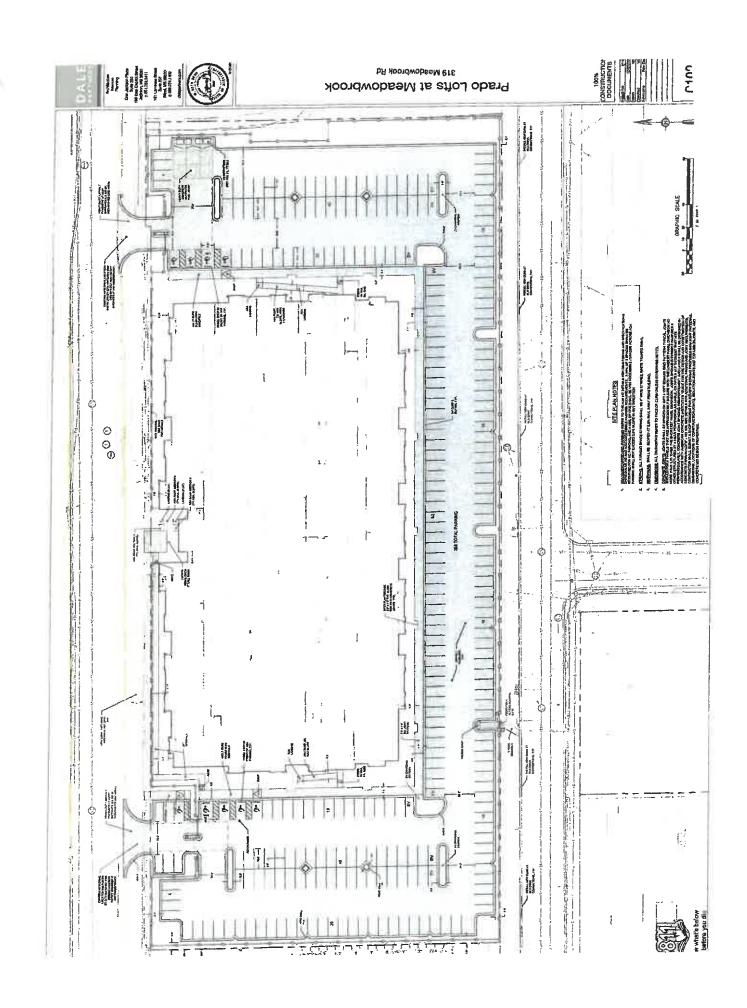
นั•สา ±าสไ	gaNin	16	-
Property Jurisdiction	City of Jackson		
Zoning Classification	CMU-1		
Description	Community Mixed Use Pedestrian Oriented District		
Date of Ordinance	N/Av.		
Zoning Intent/Purpose  Special Permitting/Conditions	The purpose of the CMU-1 Neighborhood Mi along with compatible, low-intensity con integrated physically and accessible by p conserve land, maximize use of public infra the welfare of the citizens.	nmercial uses to serve adjacent res edestrians in order to decrease reli	sidential areas. Uses should be ance on Individual automobiles,
Compliance Conclusion Other	The subject is expected to be a legal conform	ning use upon completion.	
Reconstruction Clause	Any non-conforming structure which is part sixty percent (60%) of its current market value		
	district in which it is located.		
	ZONING REQU	REMENTS	
Category	Perquered	Proposed	Conforming?
Permitted Uses:	Primarily Mixed Use Multi-Family	Multi-family residential	Legal Conforming
Maximum Density/Units;	Per Site Plan Approval	24.00 units per acre	Legal Conforming
Minimum Lot Width Frontage:	24 feet	> 24 feet (estimated)	Legal Conforming
Maximum Bldg. Height:	45 feet	4 stories (< 45 feet estimated)	Legal Conforming
Maximum Lot Coverage:	Lot coverage is not regulated for residential and commercial uses.	N/A	Legal Conforming
Minimum Front Yard:	5 feet	> 5 feet (estimated)	Legal Conforming
Minimum Rear Yard:	5 feet	> 5 feet (estimated)	
Minimum Side Yard :			Legal Conforming
	Not Regulated	N/A	Legal Conforming Legal Conforming

# CONCLUSION

The subject proposed property is functional for its use. The site is amenable for Apartment development and is provided ample access and utilities. The proposed use of the property is consistent with the surrounding development. No adverse conditions are known to exist with regard environmental issues, although the subject does lie in a flood plain. The proposed property is expected to be legal conforming as described above.







# EXHIBIT B PROPERTY TAX CARDS

# **Landroll Detail**

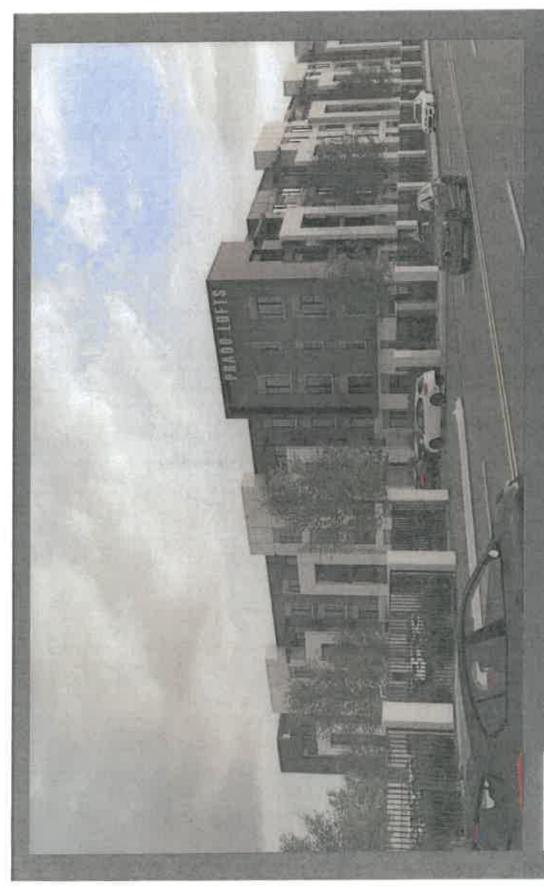
Parcel Number	Map Reference Number	114	
430-310	540.00 1 67.00	View Man Property Taxes C: Man	
Subdivision No.	Homestead Exem	tion Account Numbers	
1710 STR			
Assessed Owner	Asses	sed Values	
VEHYU SOLUTIONS LLC	Land Value		
7127 FLORIDA BLVD	Improvement Value		
BATON ROUGE LA 70806	Total	11	
	Apprai	Appraised Values	
Location	Land Value	54	
315 3 MEADOWBROOK RD	Improvement Value	13	
35	Total	67	
Legal Description	Building Info.		
BEG 231 FT E INT N/L CHOCTAW RD & E/L NORTH	Type		
STATE ST E 762 FT N/LY 146.2 F7 W/LY 40 FT NLY 146.3 FT WLY 720 FT S/LY 310.60 FT 70 POB	Base Area	9	
BEING ALL LOTS 1, 6 & PT LOT 7 SEMINOLE	Adjusted Area	9	
GARDEN RE SY & LOTS 6 THRU 23 STOKES SUBN	Year Built		
& PT CLOSED SEMINOLE AVE & PT NW 1/4 SEC 23	Dee	Deed Info.	
T6N R1E	Book & Page	7163-6	
	Date	03/31/2	
Acreage Info.			
Cultivated Acres	0.00		
Uncultivated Acres	0,00		

# Hinds County Landroll Detail

# **Landroll Detail**

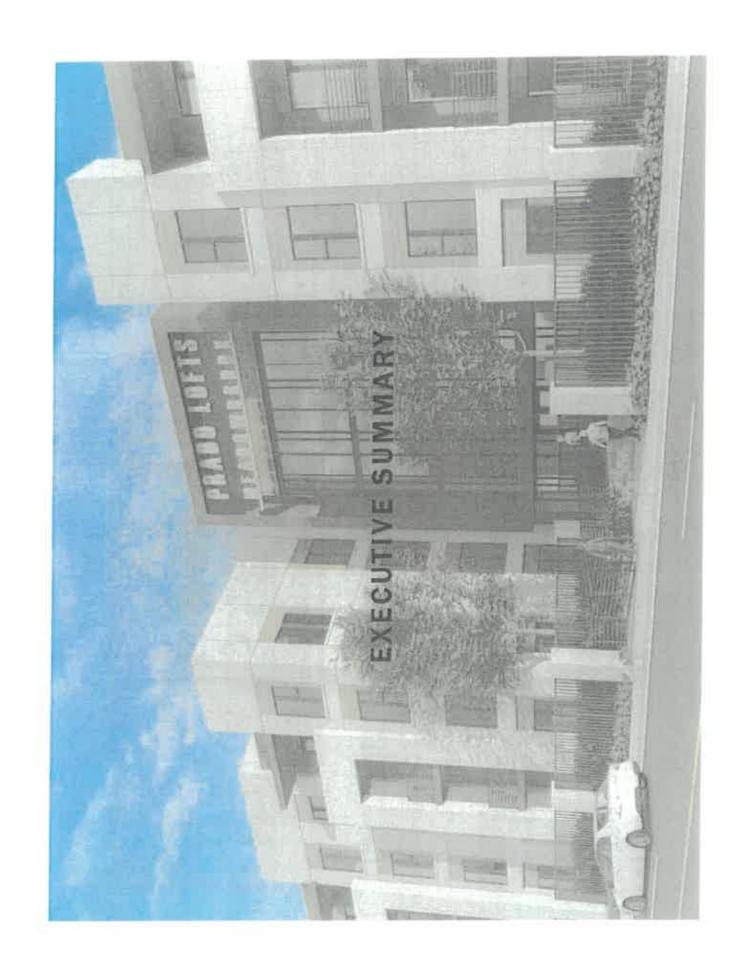
Parcel Number	Man Reference Number	
50 <del>-9</del> 0	540.00 1 4.00 View Base	
Subdivision No.	Homestead Exemption Accoun	t Numbers
320		
Assessed Owner	Assessed Values	
VI NYU SOLUTIONS LLC	Land Value	5,700
7127 FLORIDA BLVD	Improvement Value	804
BATON ROUGE LA 70806	Total	6,504
	Anna ised Values	
ocation	Land Value	38,000
O SEUL OLE AVE	Improvement Value	5,360
Legal Description	Total	43,360
LOT 8 & THAT PT LOT 7 N OF DITCH BEING 60 FT	Building Info.	
MORE OR LESS BLK D CHEROKEE HGTS	Type	ASPH
	Base Area	15,000
	Adjusted Area	15,000
	Year Built	1950
	Deed Info,	
	Book & Page	7159-5735
Acreage Info.	Date	03/31/2014
Cultivated Acres 0.00	)	
Uncultivated Acres 0.00		
Back	Search	

# EXHIBIT C GENERAL DESCRIPTION OF THE PROJECT



Prado Lofts Jackson, MS 135-Unit Multifamily Development





# **EXECUTIVE SUMMARY**

Jackson's Premier Shovel-Ready Multifamily Development Opportunity
Concord Summit Capital is the exclusive advisor to PraCon Global Investment
Group (the "Sponsor"). The Project will feature 135 multifamily units located
on an ideal 5.61-acre site in Jackson, MS.

### **Unparalleled Multifamily Returns**

Driven by limited new supply in the Jackson market, waiting lists at competitive properties, and an attractive cost basis, Prado Lofts boasts hard-to-beat returns with a 38.82% IRR, 3.42x multiple, and 8.5% yield on cost.

### **Experienced Local Development Team**

The Sponsor, Pracon Global, the general contractor, Andercorp, and the design team, Dale Partners, are all locally based with a wealth of experience in multifamily development throughout the market. All members of the development team are invested in the success of this highly visible project in their local market ensuring a strong execution and daily boots on the ground.



	PROJECT OVERVIEW
Project Name	Prado Lofts
Address	319 Meadowbrook Rd
County	Hinds County
m5	Jackson, MS
Spansu	PraCon Global Investment Group
neral	5.61 Acres
(lete)	135 Multifamily Units
Parking	346 Spaces
Amenities	Pool Deck with Cabanas Luxury Fitness Center (with Peloton and Yoga Studios) Community Room & Media Center Co-Working Spaces & Business Center Dog Park Storage Spaces
Lease-Up Timeline	12 months
Project Timeline	17 months
Total Cost	\$38.5 Million

# **EXECUTIVE SUMMARY**

# **Exceptional Returns**

Prado Lofts boasts a 38.82% IRR, 3.42x multiple, and 8.5% yield on cost, returns that are difficult to replicate in today's cost and interest rate environment.

# **Experienced Local Sponsorship**

PraCon Global Investments, led by Gabriel Prado, is an experienced local sponsor with deep connections in the Jackson, MS development market.

# Strong Local Demand Drivers & Limited Supply

With the nearby University of Mississippi Medical Center, the State Capital, and Jackson State University, the project benefits from several strong drivers of rental demand with limited new supply

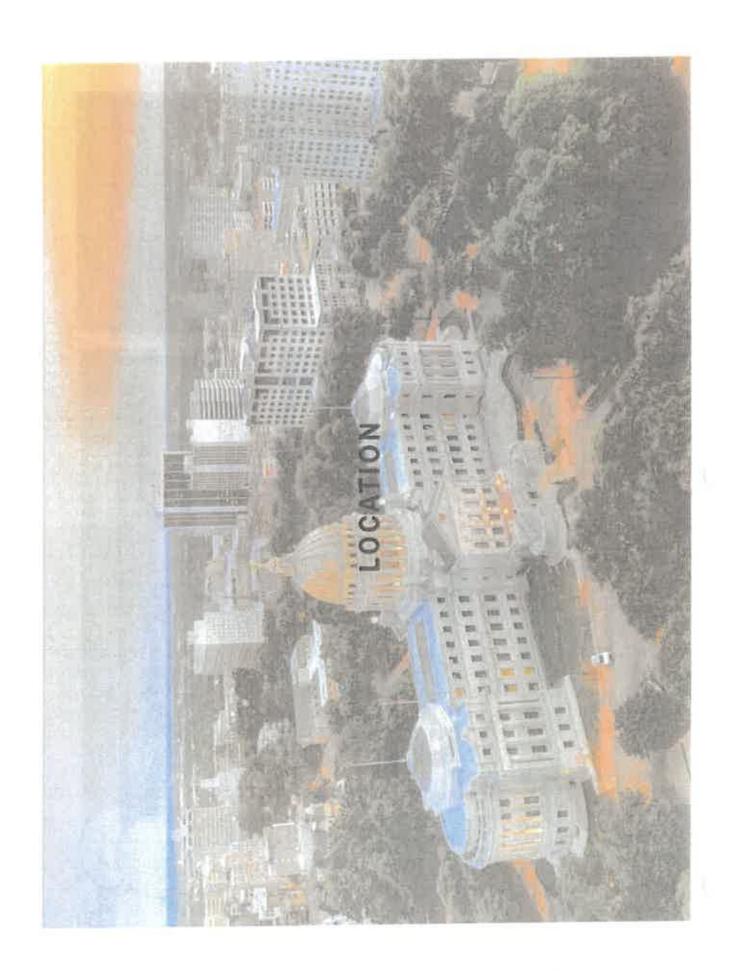
# Shovel Ready Project

The project has full entitlements and 100% CDs. Additionally, the Sponsor is ready to lock in a GMP and pull building permits in-line with finalizing the project financing.

# Design and Amenities

High-end finishes, modern designs, and above market ammenitization separate this project from other multifamily assets in the market.





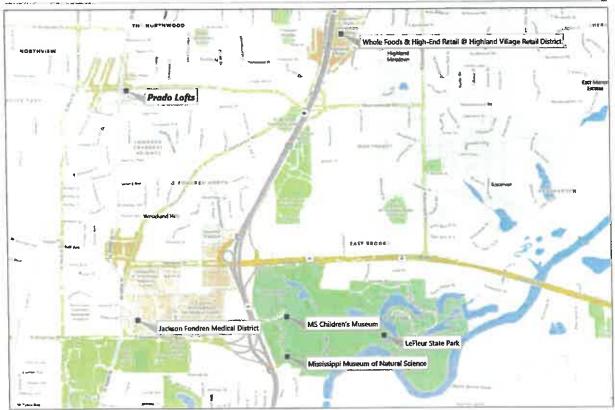


REGIONAL MAP



# LOCATION

LOCAL MAP



Affordability, career opportunities, & a lively arts scene, & an outstanding quality of life highlight a capital city overlooked by traditional capital

Jackson, MS is the capital city of the southern U.S. state of Mississippi, located in the heart of the Deep South. Known for its rich history and vibrant culture, Jackson offers a blend of modern amenities and old-world charm. The city is home to numerous landmarks and attractions, including the Mississippi State Capitol building, which stands as a symbol of the state's political power and progress. Other popular tourist destinations include the Mississippi Museum of Art, the Mississippi Civil Rights Museum, and the Old Capitol Museum, all of which offer a fascinating look into the state's past.

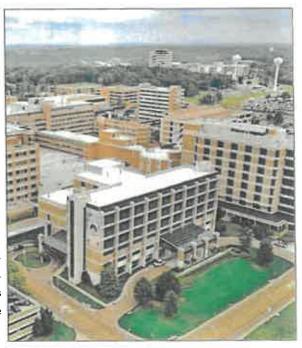
In addition to its cultural offerings, Jackson is also a hub of business and commerce, with a diverse economy that includes everything from healthcare and education to manufacturing and retail. The city is home to several major universities and colleges, as well as numerous large corporations and small businesses. With its prime location and strong community spirit, Jackson, MS is a great place to live, work, and play for anyone seeking a unique Southern experience.



Located only a mile and a half from the Project, the Jackson Fondren Medical District is the largest hospital complex in the state of Mississippi and surrounding region. With over 12,000 employees working across the various hospitals, the Jackson Fondren Medical District is a major factor in the local economy and is the major demand driver for the Project.

The Jackson Fondren Medical District is a prominent medical complex located in Jackson, Mississippi. The area is home to several world-class hospitals, clinics, research facilities, and medical schools that serve as a hub for cutting-edge medical research, education, and patient care. The district is named after two main streets that intersect in the area, namely North State Street and Fondren Place.

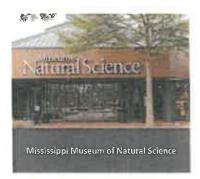
The Jackson Fondren Medical District is widely considered to be one of the most advanced medical complexes in the southern United States. Some of the most notable institutions in the district include the University of Mississippi Medical Center, the only academic medical center in the state, and the Mississippi Baptist Medical Center, which is renowned for its exceptional care in cancer treatment, cardiovascular care, and women's health. Other medical institutions in the district include the St. Dominic Hospital, the Children's of Mississippi hospital, and the G.V. (Sonny) Montgomery VA Medical Center. Together, these institutions provide a comprehensive range of medical services and contribute significantly to the medical landscape of Mississippi and beyond.



The Project is located in the coveted Fondren – Cherokee Heights neighborhood, the highest income per capita neighborhood in Jackson. The project will benefit from a variety of nearby amenities that are entirely unique to this submarket including the state's only Whole Foods, LeFleur's Bluff State Park, and several museums.













Located only four miles from Downtown Jackson, Prado Lofts will be well situated to serve tenants with government and other white-collar jobs as well as benefiting from the amenity base in the area.













Located within a 15-minute drive of the Project, Jackson State University is one of Mississippi's premier public universities and a significant factor in the strength of the local economy.

Jackson State University (JSU) is a historically black university located in Jackson, Mississippi. With a student population of over 7,000, JSU offers a diverse array of academic programs across several colleges, including business, education, engineering, and liberal arts. The university has a strong commitment to research and community outreach, with a number of centers and institutes dedicated to addressing issues of social and economic importance.



As one of the largest employers in the region, Jackson State University has a significant impact on the local economy. The university employs over 1,500 faculty and staff members, and its student body generates a substantial amount of revenue for the surrounding community through spending on housing, food, and other goods and services. In addition, JSU is home to several research centers and institutes that collaborate with local businesses and organizations to drive innovation and economic development in the region.



Despite the challenges of the COVID-19 pandemic, Jackson State University has continued to thrive and expand its reach. In recent years, the university has implemented several new initiatives aimed at increasing student success and engagement, including a new student success center and enhanced career services offerings. With its strong academic programs, commitment to community service, and positive impact on the local economy, Jackson State University is a vital institution in the state of Mississippi and beyond.



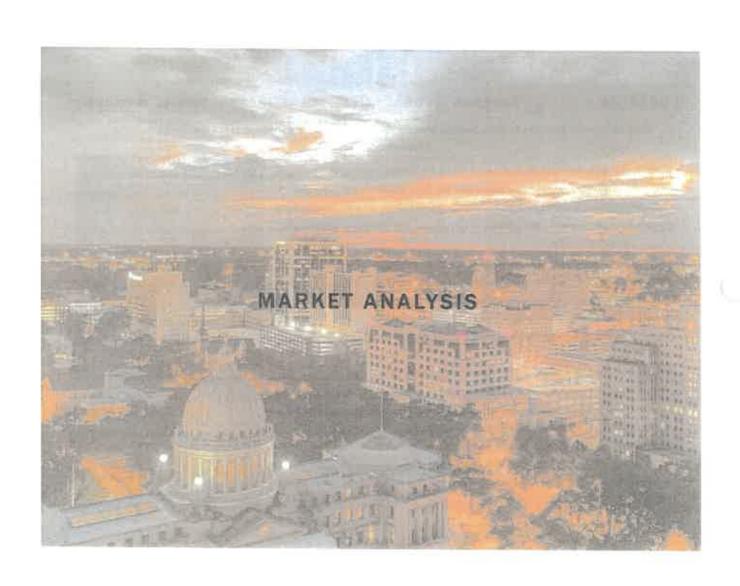
# Only 20 minutes from the Project, Jackson Medgar Wiley Evers International Airport is a hub for domestic & international travel.

Jackson Medgar Wiley Evers International Airport (JAN) is the primary airport serving the capital city of Jackson, Mississippi. The airport is named after civil rights activist Medgar Evers, who was assassinated in 1963. It is located just 12 miles from downtown Jackson and offers nonstop flights to several major cities across the United States, including Dallas, Atlanta, Chicago, and Houston.

Despite its relatively small size, Jackson Medgar Wiley Evers International Airport offers a range of different routes and destinations both nationally and internationally. Residents of Jackson have the opportunity to access easy travel through a larger hub than comparatively sized cities in the region. Additionally, JAN features a modern terminal building with several lounges and comfortable seating areas, providing a welcoming environment for all passengers.

As one of the busiest airports in the state of Mississippi, Jackson Medgar Wiley Evers International Airport plays a crucial role in the local economy. The airport generates significant revenue for the surrounding area through various means, including rental car fees, parking fees, and airline operations. In addition, JAN is home to several businesses and organizations, including the Mississippi Air National Guard, which operates out of a nearby military installation. With its convenient location, modern facilities, and positive impact on the local economy, Jackson Medgar Wiley Evers International Airport is an important asset for the city of Jackson and the state of Mississippi as a whole.





## MARKET ANALYSIS

### JACKSON MULTIFAMILY OVERVIEW

Zero

Comparable Units Delivered
\*Over the last 12 Months

Zero

**Comparable Units Under Construction** 

4.9%

12 Mo. Asking Rent Growth

2 - 3 Months

Leasing Waiting List
\*At Nearby Comparable Properties

5%

Market Cap Rate

3.9%

Mkt Sale Price/Unit Change (YOY)









Global Investment Group

Gabriel Prado is the CEO & President of PraCon Global Investment Group. Mr. Prado has over ten years of Real Estate and Development experience including multifamily, commercial, residential, and industrial development. Mr. Prado's development experience includes his project management involvement in the construction of the Continental Plant in Clinton, MS which represented a \$2.5 Billion dollars investment. Mr. Prado's other important development project was the Milwaukee Tool building in Clinton, MS which represented a 750,000 square foot of industrial space. Mr. Prado's development experience also includes the "Hillman Commons" multifamily development which included 100 Class A apartments and 5,000 square feet of retail space.

Mr. Prado's successful projects include a 45 acres mixed-use development in the City of Clinton, Mississippi that included retail, restaurants, student housing, and hotels among other. Also, a 77 acres mixed-use development that will have Top Golf, and will include 228 houses in Ridgeland, Mississippi. Additionally, Mr. Prado has developed a site with entitlements for a mixed-use 115 Class A apartments in the historical neighborhood of Belhaven in Jackson, Mississippi.

Mr. Prado holds a master's degree in Management from Harvard University Extension School, and a master's degree in Public Administration from Belhaven University. Previously he earned his bachelor's degree in Business Administration also from Belhaven University. He follows a long family heritage of real estate development and business development.

Mr. Prado has been the President and Chairman of the Board of the Latin American Business Association in Mississippi. He is also a board member of the Fondren Renaissance Foundation that oversees the redevelopment of the Fondren Neighborhood in Jackson, Mississippi. He has been recognized as a Top 50 businessman for his generation in Mississippi. Mr. Prado was recognized as Belhaven University's Alumni of the Year for 2022.

Sponsor

**Pracon Global Investment Group** 



General Contractor
AnderCorp

Architect

Dale Partners Architects

Civil Engineering
Dean Engineering Solutions, Inc

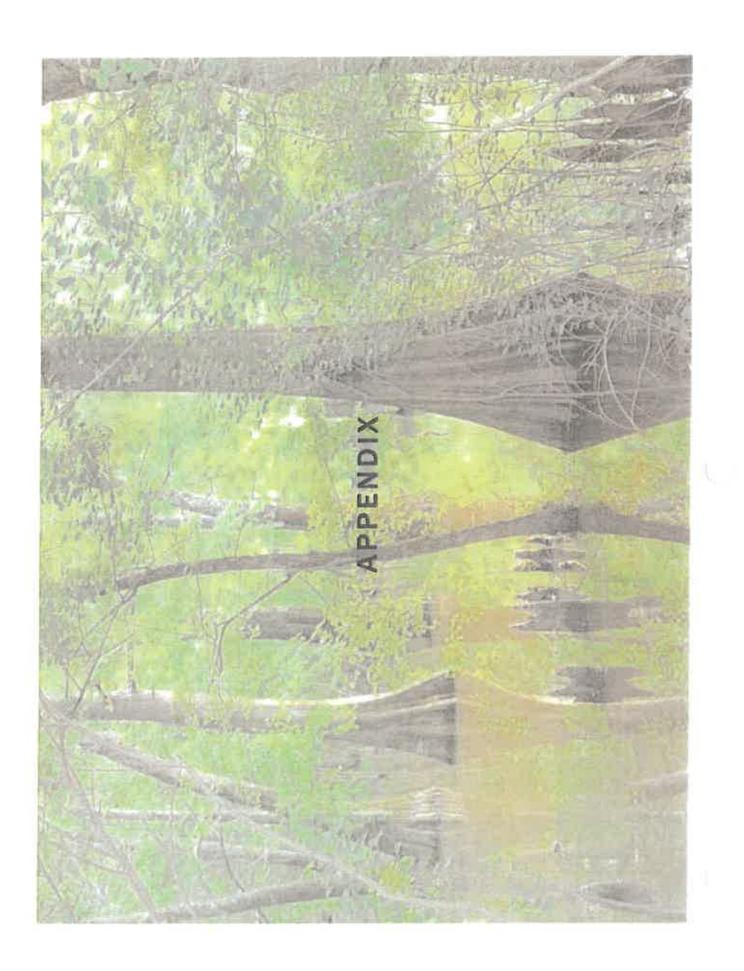
Landscape Architects
WAS Design



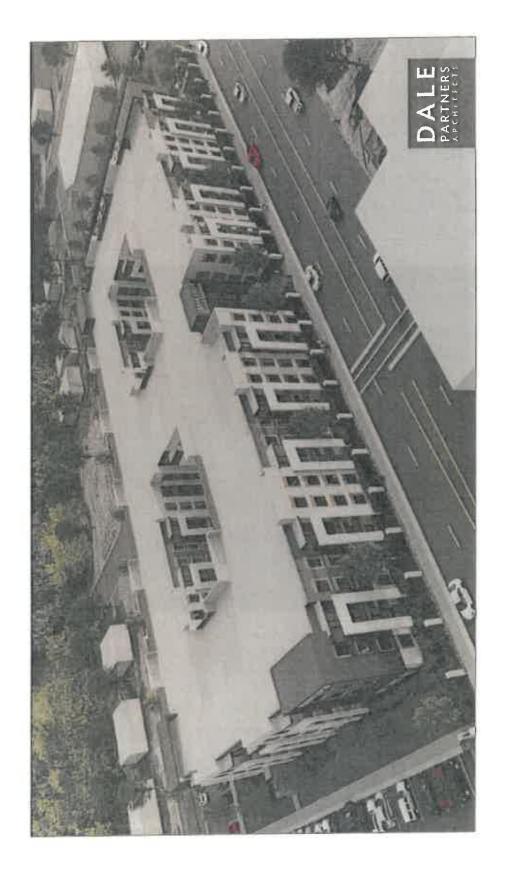


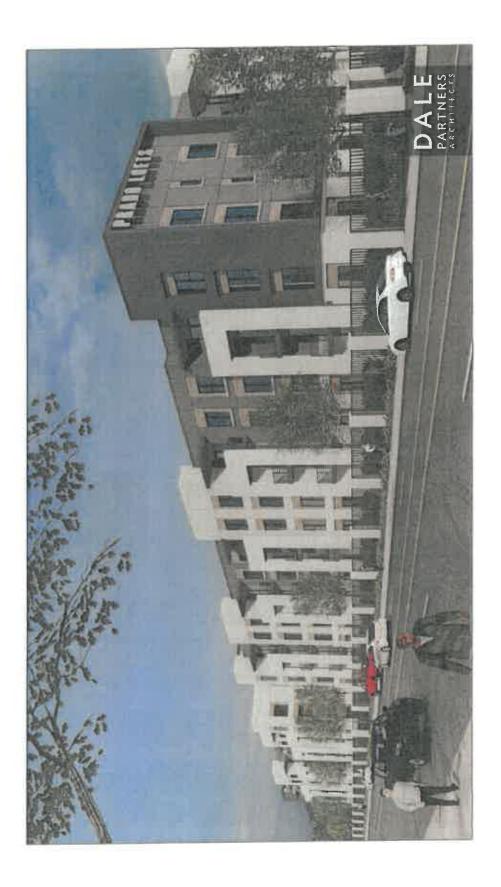




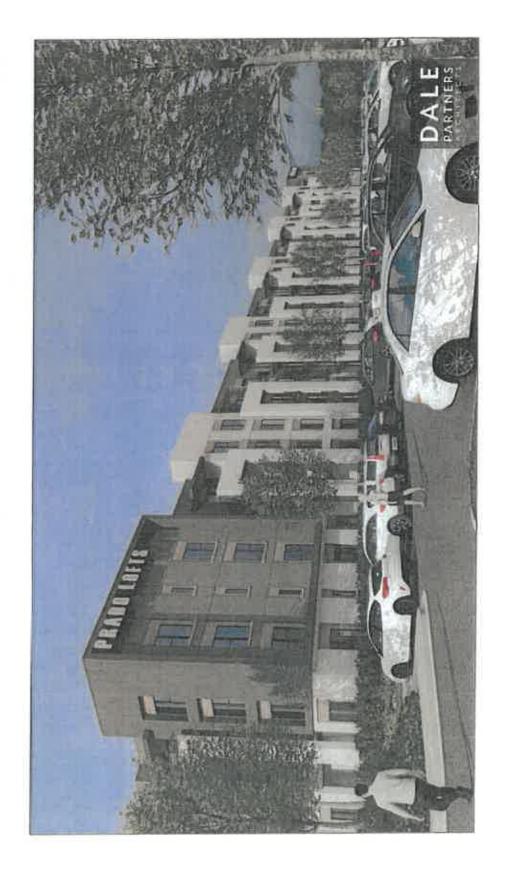














APPENDIX RENDERING







# EXHIBIT D DEVELOPER'S CERTIFICATE OF FORMATION

## F0100

Fee: \$ 50



2024477514

Business ID: 1466940 Filed: 11/26/2024 08:36 PM Michael Watson Secretary of State

P.O. BOX 136 JACKSON, MS 39205-0136 TELEPHONE: (601) 359-163

TELEPHONE: (601) 359-1633
Mississippi Limited Liability Company Certificate of Formation

### **Business Information**

Business Type: Limited Liability Company

Business Name: P Lofts Development SPE LLC

Business Email: gabeprado@gmail.com

Future Effective Date: 11/26/2024

#### **NAICS Code/Nature of Business**

531110 - Lessors of Residential Buildings and Dwellings

## **Registered Agent**

Name: Gabriel P Contreras

4346 Henderson Cir

Address: Jackson, MS 39206

## Signature

The undersigned certifies that:

- 1) he/she has notified the above-named registered agent of this appointment;
- 2) he/she has provided the agent an address for the company, and;
- 3) the agent has agreed to serve as registered agent for this company

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day 11/26/2024.

Name:

Address:

Gabriel P Contreras

4346 Henderson Cir

Manager

Jackson, MS 39206

#### **MEMORANDUM**

To:

John A. Horhn, Mayor

From:

Von Anderson, Interim Director

Department of Planning and Development

Date:

August 27, 2025

Subject:

Agenda Item

The attached agenda item is a resolution approving the adoption of and implementation of the tax increment financing plan, Prado Lofts at Meadowbrook Project, City of Jackson, Hinds County, Mississippi, August 2025.

The Prado Lofts at Meadowbrook will sit on 5.61 acres, creating 135 multifamily units, 346 parking spaces. The amenities include a Pool Deck with Cabanas, Luxury Fitness Center(with Pelton and Yoga Studios), community room & media center, co-working spaces & business center, dog park, and storage spaces. The Prado Lofts will represent an investment of approximately \$38,500,000 and will create hundreds of construction jobs as well as full-time permanent jobs within the City. More importantly, a new, standout, market-rate mixed-use development project which is vital to the direction of the City's future.

POINTS		COMMENTS				
1.	Brief Description	A RESOLUTION APPROVING THE ADOPTION OF AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN, PRADO LOFTS AT MEADOWBROOK PROJECT, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, AUGUST 2025.				
2.	Purpose	To provide incentives for redevelopment on the old McRae's Department Store Site.				
3.	Who will be affected	Citizens of Jackson and Applicant				
4.	Benefits	Reimbursement up to \$1,000,000.00 on eligible improvements to properties that are necessary to sustain a viable business community.				
5.	Schedule (beginning date)	Upon completion of the project				
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Ward 7				
7.	Action implemented by: City Department Consultant	Department of Planning and Development  Office of Economic Development				
8.	COST	\$1,000,000.00 up to 15 year period.				
9.	Source of Funding Bond	Bond (TIF)				
10.	EBO participation  See attached sheets from Vendors	ABE				

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