REVISED

REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
August 25, 2026
AGENDA
6:00 PM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **DR. MICHAEL GIBSON, PASTOR, GREATER MT. SINAI MISSIONARY CHURCH. (WARD 2)**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

2. **NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."**
3. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO CUT GRASS, WEEDS SHRUBBERY, FENCE LINE, BUSHES AND SAPLINGS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1812 LOCATED AT 0 W BELL ST.– PARCEL #94-128 $999.00. (BROWN, HORHN)**
4. **APPROVAL OF THE JULY 28, 2026 REGULAR CITY COUNCIL MEETING MINUTES. (S. JORDAN, HARTLEY)**

INTRODUCTION OF ORDINANCES

5. **ORDINANCE AMENDING CHAPTER 74 OF THE JACKSON CODE OF**

ORDINANCES TO ESTABLISH A JACKSON POLICE DEPARTMENT CANINE COMMUNITY AMBASSADOR PROGRAM. (BRACKNEY, HORHN)

6. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI PROHIBITING DISRUPTIVE, ABUSIVE, THREATENING, OR PROFANE LANGUAGE AND CONDUCT IN THE COURTROOM, LOBBY AND OTHER PUBLIC AREAS OF THE JACKSON MUNICIPAL COURT FACILITY. (STOKES)**

REGULAR AGENDA

7. **CLAIMS (CALDWELL, HORHN)**
8. **PAYROLL (CALDWELL, HORHN)**
9. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TAFT, STETTINIUS, AND HOLLISTER, LLP IN PLACE OF ICE MILLER STRATEGIES, LLC FOR JARRED LOADHOLT AND MICHAEL STROUD TO CONTINUE TO PROVIDE LOBBYING SERVICES TO THE CITY OF JACKSON. (HORHN)**
10. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF DONNELL S. BELL TO THE PLANNING BOARD. (HORHN)**
11. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF SHANTE CROCKETT TO THE PLANNING BOARD. (HORHN)**
12. **ORDER APPROVING THE CHANGE ORDER FOR SELA AQUATICS, LLC, FOR ADDITIONAL NECESSARY WORK REQUIRED AT THE GROVE PARK POOL IN THE AMOUNT OF $16,591.02. (JUNIOR, HORHN)**
13. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A SECOND ADDENDUM TO THE LEASE AGREEMENT WITH 1-55 MANAGEMENT T, LLC TO EXTEND THE LEAVE FOR THE JACKSON POLICE DEPARTMENT'S PRECINCT FOUR. (BRACKNEY, HORHN)**
14. **ORDER AUTHORIZING THE MAYOR TO APPROVE THE REPAIRS AT THE JACKSON POLICE DEPARTMENT'S PRECINCT ONE AND APPROPRIATING FUNDS FROM THE MODERNIZATION FUND FOR CANOPY RESTORATION AND INTERIOR FLOOR REPLACEMENT. (BRACKNEY, HORHN)**
15. **ORDER RATIFYING THE JACKSON POLICE DEPARTMENT'S SUBMISSION OF AN APPLICATION TO THE DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, FOR THE BUREAU OF JUSTICE ASSISTANCE FISCAL YEAR 2025 COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE USE PROGRAM (COSSUP) GRANT REQUESTING $1,300,000.00; AND, IF AWARDED, AUTHORIZING THE MAYOR TO ACCEPT THE GRANT AWARD AND TO EXECUTE THE GRANT AGREEMENT AND ALL RELATED DOCUMENTS. (BRACKNEY, HORHN)**
16. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LEADSONLINE, LLC FOR THE SOLE-SOURCE PROCUREMENT OF A BRASSTRAX BALLISTIC IMAGING SYSTEM AND RELATED EQUIPMENT, SOFTWARE, AND MAINTENANCE**

SERVICES, CONTINGENT UPON GRANT FUNDING. (BRACKNEY, HORHN)

17. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH COMCAST BUSINESS COMMUNICATIONS, LLC FOR ETHERNET DEDICATED INTERNET SERVICES. (SLATER, HORHN)**

18. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE THIRD ADDENDUM TO THE AGREEMENT WITH LITECLOUD, INC. FOR ONE MONTH UNTIL OCTOBER 01, 2026, FOR THE CONTINUED USE OF THE CITY'S INTERNET SERVICES. (SLATER, HORHN)**

19. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A THIRD PARTY ADMINISTRATOR AND SPONSORSHIP AGREEMENT WITH MISSISSIPPI HOUSING PARTNERSHIP TO PROVIDE SERVICES RELATED TO THE IMPLEMENTATION OF A TENANT BASED RENTAL ASSISTANCE PROGRAM USING THE CITY'S HOME-ARP ALLOCATION FOR A TERM OF TWO YEARS AT A COST OF $220,000.00. (BROWN,HORHN)**

20. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACTWITH CIVILTECH, INC. FOR THE MONUMENT STREET BRIDGE REPLACEMENT PROJECT STP-7262-00(007) LPA/109297-701000 HINDS COUNTY. (ANDERSON, HORHN)**

21. **ORDER AMENDING THE ORDER AUTHORIZING AN AGREEMENT WITH UPCHURCH SERVICES, LLC FOR A PREVENTIVE MAINTENANCE AGREEMENT FOR THE MISSISSIPPI MUSEUM OF ART BUILDING ENVIRONMENTAL SYSTEMS. (ANDERSON, HORHN)**

22. **RESOLUTION DECLARING INTENTION TO INCREASE THE LEVY OF THE TOURIST AND CONVENTION TAX CURRENTLY LEVIED ON HOTELS AND MOTELS BY ONE PERCENT (1%) AND ON RESTAURANTS BY ONE-HALF OF ONE PERCENT (.5%) FOR THE PURPOSE OF PROVIDING FUNDS TO THE JACKSON CONVENTION AND VISITOR'S BUREAU, AS AUTHORIZED BY SENATE BILL 3328, ENACTED BY THE MISSISSIPPI LEGISLATURE DURING ITS 2026 REGULAR SESSION, AND SETTING AN ELECTION ON THE QUESTION OF WHETHER SUCH TAX SHOULD BE LEVIED. (D.MARTIN, HORHN)**

23. **RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN FOR THE VIEUX CARRE REDEVELOPMENT PROJECT, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, JULY 2026; AND FOR RELATED PURPOSES. (D.MARTIN, HORHN)**

24. **RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, APPROVING THE FORM OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT IN CONJUNCTION WITH THE TAX INCREMENT FINANCING PLAN FOR THE VIEUX CARRE REDEVELOPMENT PROJECT, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, JULY 2026, AUTHORIZING**

THE CITY TO REIMBURSE THE DEVELOPER FOR THE INFRASTRUCTURE IMPROVEMENTS FROM TAX INCREMENT FINANCING REVENUE BONDS; AND FOR RELATED PURPOSES. (D.MARTIN, HORHN)

25. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING THE CITY OF JACKSON'S PARTICIPATION IN THE DEVELOPMENT, REVIEW, AND DETERMINATION OF THE FINAL TRANSITION PLAN FOR THE CITY'S WATER AND SEWER SYSTEM. (STOKES)**

26. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, SUPPORTING NEGOTIATIONS WITH THE HINDS COUNTY BOARD OF SUPERVISORS REGARDING THE POSSIBLE EXCHANGE OF MILLAGE FOR THE SOLE PURPOSE OF FUNDING THE CONSTRUCTION OF A NEW HINDS COUNTY JAIL. (STOKES)**

DISCUSSION

27. **DISCUSSION: MAYES STREET AREA (STOKES)**

28. **DISCUSSION: OFFICE OF NEIGHBORHOOD SAFETY AND ENGAGEMENT- - STATE OF YOUTH (STOKES)**

29. **DISCUSSION: CLEANING "TIMOTHY WHITE" (CLAY)**

30. **DISCUSSION: LEGAL MATTERS (D. MARTIN)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

31. **MONTHLY FINANCIAL REPORTS AS REQUIRED ACCORDING TO SECTION 21-35-13 OF THE MISSISSIPPI CODE ANNOTATED OF 1972.**

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

3

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND SAPLINGS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1812 LOCATED AT 0 W BELL ST.– PARCEL #94-128 $999.00 (WARD 3)

WHEREAS, on December 10, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on October 22, 2024, for Case #CE-24-1812 located at 0 W Bell St., Parcel #94-128 in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, Jones Landscape and Contractor Services LLC submitted the lowest and best bid, and has agreed to remove trash and debris and remedy the conditions for case #CE-24-1812 located at 0 W Bell St., Jackson, MS 39202 with the quoted price of $999.00; and

WHEREAS, Jones Landscape and Contractor Services LLC has a principal office located at 3172 Bilgary Dr., Jackson, Mississippi, 39204, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed $999.00.

SECTION 2 - COMPENSATION:

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

Agenda Item No. 3
8.25.2026
(Brown, Horhn)

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed ("NTP") (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford Vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

A. Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of $100,000.00 per person and $100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
B. Vendor agrees to maintain, if required under the Mississippi Workers' Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
C. Vendor agrees to maintain automobile liability insurance coverage for injury to person or property with minimum limits in the amount of $25,000.00 per person and $50,000.00 per occurrence.
D. Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of this Contract.

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and

rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer, or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

SECTION 8 - SUCCESSORS AND ASSIGNS:

The terms of this Contract shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

SECTION 9 - NOTICES:

All notices, requests, demands, or other communications required by this Contract or desired to be given or made by either of the parties to the other hereto shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

City of Jackson, Mississippi John H. Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Jones Landscape and Contractor Services LLC** Donald M Jones 3172 Bilgary Dr. Jackson, MS 39212

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Contract, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the Contract for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the Contract is cumulative of other remedies available to the City.

B. Termination for Convenience.

The City, at any time, may terminate this Contract without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this Contract shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the Contract is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

SECTION 11 - LAW AND LEGAL REMEDIES:

This Contract shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action pursued by the Vendor against the City.

SECTION 12 - INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets, and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of or damage to property, natural resources or the environment, reasonable attorney's fees, and other professional fees and costs arising

out of or in connection with or caused in any way by the negligence, willful misconduct, or breach of this Contract by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 13 - PARTIES' RELATIONSHIP:

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this Contract between the City and Vendor.

SECTION 14 - HEADINGS:

The headings used in this Contract have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Contract.

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A. The dates for completion of the work are essential conditions of the Contract. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.
B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.
C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.
D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this Contract, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.

2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E. If the Vendor fails to perform any of its obligations under the Contract, the City may take one or more of the following actions to protect its interest:
    1. Suspend the performance of the Contract until Vendor provides assurances that it intends to comply with the terms of this Contract concerning the time for performance;
    2. Terminate this Contract upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Contract concerning time for performance;
    3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
    4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION AND MINORITY BUSINESS ENTERPRISE UTILIZATION:

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. The Vendor agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places where employees and applicants for employment may visit.
B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
C. The Vendor will send to each labor union or representative of workers with which the Vendor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Vendor's commitment under this section and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.
D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.
E. The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 17 - PAYMENT:

A. The City shall pay the Vendor within forty-five (45) days of its inspection and certification that the work has been satisfactorily completed.
B. The City may withhold sums for liquidated damages from the final payment.

SECTION 18 - GENERAL PROVISIONS:

A. This Contract shall consist of this agreement and related attachments. This Contract and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within this Contract and related attachments shall not be binding upon or inure to the benefit of any of the parties.
B. The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.
C. The provisions of this Contract shall be construed severally to the extent practical. Therefore, if any provision of this Contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire Contract unless the Contract cannot be practically construed in the absence of the invalid provision.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Jones Landscape and Contractor Services LLC, upon receipt of a written Notice to Proceed, remove trash and debris and remedy conditions on the property located at 0 W Bell St., which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $999.00 shall be paid to Jones Landscape and Contract Services LLC, upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **01/12/2026**
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.
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 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents.
4.	**Benefits**	Cleaning of private properties will remove threats to the health, safety and welfare of surrounding residents while improving the conditions of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
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 COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$975.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	GENERAL FUNDING (001-444-70-6447)
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 ___

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: John H. Horhn, Mayor

From: Angela Brown, Director
Planning and Development

Date: 5/28/2026

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Jones Landscape and Contractor Services LLC to cut grass and weeds, shrubbery, fence line, bushes, and saplings for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #CE-24-1812.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND SAPLINGS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1812 LOCATED AT 0 W BELL ST.– PARCEL #94-128 $999.00 (WARD 3)** is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure

Sondra Moncure, *Special Assistant*

8/13/2026

Date

CONTRACT FOR WORK OTHER THAN DEMOLITION REMEDYING CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and Jones Landscape and Contractor Services, LLC, having its principal place of business at 3172 Bilbray Drive, Jackson, MS 39212 (hereinafter the "Vendor").

WHEREAS, the City of Jackson is authorized by Section 21-19-11 of the Mississippi Code of 1972 to use municipal resources to address conditions on private property which present a menace to public health, safety, and welfare after notice and hearing; and

WHEREAS, the City Council of the Jackson, Mississippi adopted a resolution on the ____ day of _____, adjudicating the property described in the Scope of Work (**Exhibit A**) a menace to public health, safety, and welfare; and

WHEREAS, the aforementioned resolution authorized the use of municipal resources or contract labor to address the conditions on the subject parcel(s), which threaten public health, safety, and welfare; and

WHEREAS, it has been determined that the use of contract labor to address the conditions on the subject parcel(s) serves the best interest of the City of Jackson; and

WHEREAS, the City of Jackson estimated and pre-determined the cost of performing the work or solicited quotes for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the Vendor is willing to perform the work for the City's pre-determined cost or based on the quote submitted.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and Vendor agree to the following:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed $999.00.

SECTION 2 - COMPENSATION:

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed ("NTP") (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford Vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

A. Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of $100,000.00 per person and $100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.

B. Vendor agrees to maintain, if required under the Mississippi Workers' Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.

C. Vendor agrees to maintain automobile liability insurance coverage for injury to person or property with minimum limits in the amount of $25,000.00 per person and $50,000.00 per

occurrence.

D. Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of this Contract.

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer, or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

SECTION 8 - SUCCESSORS AND ASSIGNS:

The terms of this Contract shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

SECTION 9 - NOTICES:

All notices, requests, demands, or other communications required by this Contract or desired to be given or made by either of the parties to the other hereto shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

City of Jackson, Mississippi John Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Vendor: Jones Landscape and Contractor Services, LLC** Donald Jones 3172 BilgrayDrove Jackson, Mississippi 39212

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Contract, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the Contract for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the Contract is cumulative of other remedies available to the City.

B. Termination for Convenience.

The City, at any time, may terminate this Contract without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this Contract shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the Contract is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

This Contract shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action pursued by the Vendor against the City.

SECTION 12 - INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets, and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of or damage to property, natural resources or the environment, reasonable attorney's fees, and other professional fees and costs arising out of or in connection with or caused in any way by the

negligence, willful misconduct, or breach of this Contract by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 13 - PARTIES' RELATIONSHIP:

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this Contract between the City and Vendor.

SECTION 14 - HEADINGS:

The headings used in this Contract have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Contract.

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A. The dates for completion of the work are essential conditions of the Contract. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.

B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.

C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.

D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

   1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this Contract, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.

   2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E. If the Vendor fails to perform any of its obligations under the Contract, the City may take one or more of the following actions to protect its interest:

1. Suspend the performance of the Contract until Vendor provides assurances that it intends to comply with the terms of this Contract concerning the time for performance;

2. Terminate this Contract upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Contract concerning time for performance;

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY. NONDISCRIMINATION. AND MINORITY BUSINESS ENTERPRISE UTILIZATION:

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. The Vendor agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places where employees and applicants for employment may visit.

B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The Vendor will send to each labor union or representative of workers with which the Vendor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Vendor's commitment under this section and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.

D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.

E. The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 17 - PAYMENT:

A. The City shall pay the Vendor within forty-five (45) days of its inspection and certification that the work has been satisfactorily completed.

B. The City may withhold sums for liquidated damages from the final payment.

SECTION 18 - GENERAL PROVISIONS:

A. This Contract shall consist of this agreement and related attachments. This Contract and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within this Contract and related attachments shall not be binding upon or inure to the benefit of any of the parties.

B. The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

C. The provisions of this Contract shall be construed severally to the extent practical. Therefore, if any provision of this Contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire Contract unless the Contract cannot be practically construed in the absence of the invalid provision.

SECTION 19 – ACCEPTANCE:

IN WITNESS WHEREOF, the City and Vendor, acting herein by its duly authorized representative set their hand:

VENDOR'S NAME

Title _____

Date Executed: _____

THE CITY OF JACKSON

By: _____
John Horhn, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #94-128** bearing the **physical address** of **0 W BELL STREET** legally described **LOTS 1 2 3 20 & 21 MOTER SUBN OF BEN WHITFIELD SY LESS TO CITY FOR ST for Case #CE-24-1812:**

~~**Board up and/or secure structure(s). To board up use decay-resistant wood, treated wood, or painted boards for added protection.**~~ **Cut grass, weeds, shrubbery, fence line, bushes, ~~and~~ remove trash and debris.**

EXHIBIT B

THE CITY OF JACKSON MISSISSIPPI

City of Jackson Mississippi Planning and Development Department
Community Improvement Division
PO Box 17
Jackson MS 39205-0017

NOTICE TO PROCEED

DATE: August 10, 2026

CASE NO: CE-24-1812

CONTRACTOR: **Donald Jones**
Jones Landscape and Contractor Services, LLC
3172 Bilgray Drive
JACKSON, MS 39212

LOCATION: 0 W Bell Street

MAP / PARCEL: 94-128

SCOPE OF WORK: ~~Board up and/or secure structure(s). To board up use decay-resistant wood, treated wood,~~ or ~~painted boards for added protection. Cut grass, weeds, shrubbery, fence line, bushes, and~~ remove trash and debris.

PRE-WORK INSPECTION PERFORMED **DATE**

DATE ISSUED TO CONTRACTOR: _____ **ISSUED BY:** _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ **RECIEVED BY:** _____

	CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST
	COPY OF THIS NOTICE TO PROCEED		FINAL INSPECTION COMPLETED
	WORK COMPLETION MEMO		PHOTOS
	INVOICE		MEMO
	DUMP RECEIPT (IF APPLICABLE)		CONTRACT

NTP AUTHORIZED BY: _____ **DATE:** _____

INSPECTED BY: _____ **DATE:** _____

CAO: _____ **DATE:** _____

PAYMENT AUTHORIZED BY: _____ **DATE:** _____

QUOTE PRICE: **$999.00**

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CIT Y OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON OCTOBER 22, 2024 FOR THE FOLLOWING CASES:

23-1095	24-908	23-2765	23-2652	24-1608	23-1688	24-1848
24-1907	24-1569	24-1666	24-1854	24-1466	24-1556	23-1265
24-1812	23-481	23-709	24-1858	24-1849	24-1554	24-1823
24-1926	24-892	23-2483	24-1514	24-1824	24-1555	24-1821
23-204	24-1185	23-1549	22-1961	23-2211	23-662	24-1817
24-1656	24-878	24-1954	23-1681	24-887	24-1857	24-1816
24-1455	24-1501	24-1873	24-1635	24-886	24-1856	23-2159
24-992	24-1708	24-1951	24-1469	24-740	24-1853	24-1063

WHEREAS, Section 21-19-11 of the Mississippi Code, as amended, provides that a governing authority shall conduct a hearing to determine whether property or parcels of land located within a municipality are in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community; and

WHEREAS, Section 21-19-11 of the Mississippi Code, as amended, sets forth the procedure for mailing and posting notice of the hearing; and

WHEREAS, hearings were held on October 22, 2024; and

WHEREAS, the hearing officer determined that notice was provided in accordance with Section 21-19-11 prior to the hearings; and

WHEREAS, after hearing testimony and reviewing evidence, the hearing officer made findings and recommendations for adjudication concerning certain parcels as follows:

1) **Case #23-1095: Parcel #135-7** located at 1015 West Capitol St., Unit 19: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $750.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed.

2) **Case #24-1907: Parcel 113-116, located at 1520 West Capitol St.: No appearance by the** owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed. Remove trash and debris.

3) **Case #24-1812: Parcel #94-128** located at 0 Bell St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $1,000.00. Ward 7

Scope of Work: Remove trash and debris.

4) Case #24-1926: Parcel #114-38 located at 2008 West Capitol St.: After hearing testimony from Ishakarah Rahleecoh, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Ishakarah Rahleecoh shall be afforded fourteen (14) days, until November 4, 2024, to enter into a repair agreement and sixty (60) days, until December 21, 2024, to clean and cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of $750.00. Ward 5

Scope of Work: Remove inoperative vehicle(s). Remove trash and debris.

5) Case #23-204: Parcel #629-151, located at 4302 Meadowmont Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $750.00. Ward 5.

Scope of Work: Demolish and remove the the remains of the dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed.

6) Case #24-1656: Parcel #630-426, located at 1727 Dianne Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $750.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed. Remove trash and debris.

7) Case #24-1455: Parcel #511-384, located at 315 Maywood Cir.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $500.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed. Remove trash and debris.

8) Case #24-992: Parcel #126-146 located at 359 Valley St.: No appearance by owner or an interested party Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed. Remove trash and debris.

9) Case #24-908: Parcel #54-6, located at 3882 Northview Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $750.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed. Remove trash and debris.

10) Case #24-1569: Parcel #168-79, located at 644 Winter St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $500.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed. Remove trash and debris.

11) Case #23-481: Parcel #642-333, located at 340 Queen Theresa Ln.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $750.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed. Remove trash and debris.

12) Case #24-892: Parcel #821-174, located at 1566 Lowery Ln.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $750.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed. Remove trash and debris.

13) Case #24-1185: Parcel #809-160, located at 308 Flag Chapel Rd.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $750.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed.

14) Case #24-878: Parcel #126-77, located at 346 Eastview St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be

adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed. Remove trash and debris.

15) Case #24-1501: Parcel #629-134, located at 4208 Oakmont Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $750.00. Ward 5

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed. Remove trash and debris.

16) Case #24-1708: Parcel #110-46, located at 1006 Bratton St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $1,500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed. Remove trash and debris.

17) Case #23-2765: Parcel #127-138 located at 261 Lexington Ave.: After hearing testimony from Mason Kelly, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Mason Kelly, shall be afforded fourteen (14) days, until November 5, 2024, to clean and cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of $750.00. Ward 5

Scope of Work: Remove inoperative vehicle(s). Remove trash and debris.

18) Case #24-1666: Parcel #821-305, located at 1424 Pear St.: After hearing testimony from Brown Theodore, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Brown Theodore, shall be afforded twenty-one (21) days to clean until November 12, 2024, to cure the violations by completing the scope of work. If there is a default, and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of $750.00. Ward 4

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed. Remove trash and debris

19) Case #23-709: Parcel #119-465, located 157 Road of Remembrance: After hearing testimony from David Phillip, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, David Phillip, shall be afforded thirty (30) days to clean until November 22, 2024 to cure the violations by completing the scope of work. If there is a default, and the City proceeds with

cleaning, the hearing officer recommends an assessment of actual costs and a penalty of $750.00. Ward 3

Scope of Work: Cut grass weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

20) Case #23-2483: Parcel #821-523, located at 0 Peach Pl.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $750.00. Ward 4

Scope of Work: Cut grass weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

21) Case #23-1549: Parcel #615-162, located at 2721 Pinebrook Rd.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $750.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

22) Case #24-1954: Parcel #741-204 located at 5963 River Rd.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $750.00. Ward 1

Scope of Work: Demolish and remove remains of dilapidated structures, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed.

23) Case #24-1873: Parcel #642-187 located at 5467 Queen Mary Ln.: After hearing testimony from Claude Johnson, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Claude Johnson, shall be afforded seven (7) days to clean until October 29, 2024 to cure the violations by completing the scope of work. If there is a default, and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

24) Case #24-1951: Parcel #642-167, located at 5428 Queen Mary Ln.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $750.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris. Remove inoperative vehicle(s) or vehicle(s).

25) Case #23-2652: Parcel #635-267, located at 1016 Raymond Rd.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed.

26) Case #24-1854: Parcel #64-187, located at 244 Queen Anne Ln.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $750.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed.

27) Case # 24-1858: Parcel #642-206 located at 121 Queen Joanna Ln.: After hearing testimony from Luckett Paul E, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Luckett Paul E, shall be afforded sixty (60) days to clean until December 21, 2024, to cure the violations by completing the scope of work. If there is a default, and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 4

Scope of Work: Remove trash and debris.

28) Case #24-1514: Parcel #608-101, located at 117 Shiloh Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $750.00. Ward 7

Scope of Work: Remove inoperative vehicle(s) or Vehicle(s). Remove trash and debris.

29) Case #22-1961: Parcel #633-452 located at 2383 Breckinridge Rd.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $1,000.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and

free of any and all health hazards. Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed.

30) Case #23-1681: Parcel #220-146, located at 1752 Cheswood Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $1,000.00. Ward 5

Scope of Work: Cut grass, and weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris. Remove inoperative vehicle(s) or vehicle(s).

31) Case #24-1635: Parcel #626-280, located at 3536 Rosemary Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $1,000.00. Ward 6

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed. Remove trash and debris.

32) Case #24-1469: Parcel #625-180 located at 331 Cooper Rd.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $750.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed. Remove trash and debris.

33) Case #24-1608: Parcel #208-41, located at 332 Colonial Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structures, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed.

34) Case #24-1466: Parcel #854-40 located at 111 Glenstone Cir.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed. Remove trash and debris.

35) Case #24-1849: Parcel #642-185, located at 232 Queen Anne Ln.: No appearance by the owner or an interested party. The hearing officer recommends that

the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $750.00. Ward 4

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed. Remove trash and debris.

36) Case # 24-1824: Parcel #811-238, located at 183 Magnolia Rd.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $1,000.00. Ward 2

Scope of Work: Demolish and remove remains of dilapidated structures, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed.

37) Case #24-2211: Parcel #630-201, located at 332 Lea Cir.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $1,000.00. Ward 6

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed. Remove trash and debris.

38) Case #24-887: Parcel #633-198, located at 1503 Maria Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $1,000.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed.

39) Case #24-886: Parcel #633-197, located at 1427 Maria Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $1,000.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structures, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed.

40) Case #24-740: Parcel #833-51, located at 5154 Barrier Pl.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $1,000.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structures, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed.

41) Case #23-1688: Parcel #847-428, located at 5572 Tiki Ln.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $750.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structures, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed.

42) Case #24-1556: Parcel #860-11 located at 4094 Venus Ave.: After hearing testimony from Senseman John L, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Senseman John L, shall be afforded ninety (90) days to clean until January 21, 2025, to cure the violations by completing the scope of work. If there is a default, and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of $1,000.00. Ward 6

Scope of Work: Remove trash and debris.

43) Case #24-1554: Parcel #860-9 located at 2072 Venus Ave: After hearing testimony from Dawn Jones, the neighbor, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. If there is a default, and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of $1,500.00. Ward 6

Scope of Work: Remove inoperative vehicle(s) or vehicle(s). Remove trash and debris.

44) Case #24-1555: Parcel #859-240, located at 4085 Venus Ave: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $1,500.00. Ward 6

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed. Remove trash and debris.

45) Case #23-662: Parcel #131-15 located at 244 S Prentiss: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $1,000.00. Ward 5

Scope of Work: Cut grass, and weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris. Remove inoperative vehicle(s) or vehicle(s).

46) Case #24-1857: Parcel #642-370, located at 361 Queen Marie Lane: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structures, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed.

47) Case #24-1856: Parcel #642-370 located at 5331 Queen Eleanor Lane: After hearing testimony from Claude Johnson, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Claude Johnson, shall be afforded sixty (60) days to clean until December 21, 2024, to cure the violations by completing the scope of work. If there is a default, and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 4

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed. Remove trash and debris.

48) Case #24-1853: Parcel #642-532, located at 5416 Queen Eleanor Lane: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $750.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed. Remove trash and debris.

49) Case #24-1848: Parcel #810-8, located at 5429 Queen Christina Lane: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $750.00. Ward 2

Scope of Work: Demolish and remove remains of dilapidated structures, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed.

50) Case #23-1265: Parcel #810-86, located at 667 Queen Cir: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed. Remove trash and debris.

51) Case #24-1823: Parcel #642-454, located at 311 Queen Alexandria Lane: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $750.00. Ward 4

Scope of Work: Remove trash and debris.

52) Case #24-1821: Parcel #642-453, located at 312 Queen Alexandria Lane: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $750.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed. Remove trash and debris.

53) Case #24-1817: Parcel #642-455 located at 317 Queen Alexandria Lane: After hearing testimony from Linda Mills, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Linda Mills, shall be afforded thirty (30) days to clean until November 22, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 4

54) Case #24-1816: Parcel #642-443, located at 5404 Queen Maud Lane: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed. Remove trash and debris.

55) Case #23-2159: Parcel #642-433, located at 337 Queen Margaret Lane: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $500.00. Ward 4

Scope of Work: Remove trash and debris.

56) Case #24-1063: Parcel #100-113, located at 187 James Street: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of $750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence lines, bushes, and saplings as needed. Remove trash and debris.

IT IS, HEREBY ORDERED that the above parcels be adjudicated a menace to public health, safety, and welfare as recommended by the hearing officer.

IT IS, HEREBY ORDERED that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

IT IS, HEREBY ORDERED that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

IT IS, HEREBY ORDERED that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

Council Member Banks moved adoption; **Council Member Hartley** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Stokes.
Nays – None.
Absent – Lindsay.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Special Council Meeting December 10, 2024. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

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BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 6:00 p.m. July 28, 2026, being the fourth Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Vernon Hartley, Council President, Ward 5; Kevin Parkinson, Council Vice President, Ward 7; Ashby Foote, Ward 1; Montyne Clay, Ward 2; Kenneth I. Stokes, Ward 3; Brian Grizzell, Ward 4 and Lashia Brown-Thomas, Ward 6. Directors: Pieter Teeuwissen, Chief Administrative Officer; Shanekia Jordan, Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council and Drew Martin, City Attorney.

Absent: None.

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The meeting was called to order by **President Hartley.**

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The invocation was offered by **Reverend J.J. Thompson of Alternative Ministries (Ward 2)**

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The Council recited the **Pledge of Allegiance.**

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President Hartley requested that Agenda Items Nos. 56 and 55 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

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President Hartley recognized **Council Member Stokes,** who presented a **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, CELEBRATING MR. DAVID HARTMAN, ILLUSTRIOUS CHIEF METEOROLOGIST OF WAPT, UPON HIS RETIREMENT.** Accepting the resolution with appropriate remarks was **David Hartman**.

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President Hartley recognized **Vice President Parkinson,** who presented a **RESOLUTION HONORING THE LIFE, LEGACY, AND DISTINGUISHED SERVICE OF DR. JAMES CLINTON SMITH, M.D., M.P.H.** Accepting the resolution with appropriate remarks was the family of **Dr. James Clinton Smith**.

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President Hartley cognized **Pieter Teeuwissen, Chief Administrative Officer,** who presented a **PROCLAMATION HONORING THE LIFE, LEGACY, AND DISTINGUISHED SERVICE OF DR. JAMES CLINTON SMITH.** Accepting the resolution with appropriate remarks was **the Family of Dr. James Clinton Smith**.

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The following individuals provided public comments during the meeting:

- **Chantey Wallace** expressed concerns regarding mental health and the police force.
- **Solisa Catching** expressed concerns regarding vandalism and trespassing.
- **Leland Peterson** expressed concerns regarding JTRAN.
- **Gregory Harvard** expressed concerns regarding public comment tracking, public comment follow-up protocol, lobbyist transparency and vetting and ordinance proposal -civil rights recovery.

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President Hartley recognized **Council Member Stokes,** who moved; seconded by **Vice President Parkinson,** to amend Consent Agenda to add "Agenda Items Nos. 32, 33, 35, 38, 39,41, 42, 43 and 44." **President Hartley** recognized **Council Member Grizzell,** who moved; seconded by **Council Member Stokes,** to amend said amendment to remove "Agenda Items Nos. 33, 35 and 38." The motion prevailed by the following votes:

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.
Nays – None.
Absent – None.

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Thereafter, **President Hartley** called for the vote on the amendment to amend Consent Agenda to add "Agenda Items Nos. 32, 39, 41, 42, 43 and 44. The motion prevailed by the following votes:

Yeas – Brown-Thomas, Clay, Foote, Hartley, Parkinson and Stokes.
Nays – Grizzell.
Absent – None.

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ORDER APPROVING THE PAYMENT OF $1,045.60 TO SCHINDLER FOR EMERGENCY ELEVATOR REPAIR PERFORMED AT 1785 HIGHWAY 80 WEST, JACKSON, MISSISSIPPI.

WHEREAS, on May 21, 2026 staff with the Jackson Transit System arrived at the facility located at 1785 Highway 80 West and heard a hissing noise and smelled an odor from the elevator; and

WHEREAS, Schindler Elevator was telephoned immediately and asked to respond because staff was concerned with an electrical malfunction; and

WHEREAS, Schindler Elevator Corporation responded and determined that the car lighting and interior elements were damaged and required repair; and

WHEREAS, Schindler Elevator submitted an invoice for Job Number CBK80069121 in the amount of $1,045.60; and

WHEREAS, the Department of Planning and Development confirms that the services were rendered; and

WHEREAS, the sum of $836.48 will be charged against federal funds received for the transportation system, and the sum of $209.12 will be paid from the General Fund to pay the invoice; and

WHEREAS, the best interest of the City of Jackson would be served by approving the payment to Schindler for services rendered under circumstances considered by staff to be emergent;

IT IS, THEREFORE, ORDERED that the sum of $1,045.60 may be paid to Schindler for the elevator repair.

Vice President Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Hartley, Parkinson and Stokes.
Nays – Grizzell.
Absent – None.

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ORDER ESTABLISHING THE BILLING AND PERFORMANCE PERIOD FOR THE 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C750i COLOR COPIER BEING USED BY THE ENGINEERING DIVISION OF THE DEPARTMENT OF PUBLIC WORKS.

WHEREAS, the City Council of the City of Jackson approved a 48-month rental agreement with Advantage Business Systems for a Konica Minolta Bizhub C750i color copier to be used by the Engineering Division of the Department of Public Works by its order dated December 21, 2021 and recorded in Minute Book "6U, Pg. 294"; and

WHEREAS, the Mayor executed the approved contract on January 18, 2022, a copy of the contract being attached hereto and incorporated in the minutes; and

WHEREAS, due to delivery delays caused by the COVID-19 pandemic, the copier was not installed and was not used by the Engineering Division until October 10, 2022; and

WHEREAS, while the Agreement states that it becomes effective upon signature by both parties, because the copier was not installed until October 10, 2022, Advantage Business Systems did not commence performance and did not begin billing the City for the copier until that time; and

WHEREAS, due to the postponed delivery date, the date of commencement of performance and billing should be established as October 10, 2022, such that the 48-month term of the contract expires on October 9, 2026 and payment should be authorized for this performance period, including January 18, 2026 through October 9, 2026.

IT IS, THEREFORE, ORDERED that the date of commencement of performance and billing under the 48-month rental agreement with Advantage Business Systems for a Konica Minolta Bizhub C750i color copier being used by the Engineering Division of the Department of Public Works is established as October 10, 2022.

IT IS, FURTHER ORDERED that with the established date of commencement of performance and billing being October 10, 2022, payment is now authorized under the terms of the agreement from October 10, 2022 through October 9, 2026, including January 18, 2026 through October 9, 2026.

Revised Date: February 2017

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Jackson Dept of Engineering (hereinafter referred to as Customer), and Advantage Business Systems (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

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Revised Date: February 2017

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

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of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

Revised Date: February 2017

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	**For the Customer:**
Advantage Business Systems	City of Jackson Dept of Engineering
Name Donna May	Name Ruth Windham
Title Account Manager	Title Office Coordinator
Address 5442 Executive Place	Address 200 S President St. (Hood Building)
City, State, & Zip Code Jackson, MS 39206	City, State, & Zip Code Jackson, MS 39201

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

Revised Date: February 2017

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor 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 of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: http://www.transparency.mississippi.gov.

Type

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Revised Date: February 2017

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 15th day of November, 2021.

Vendor: Advantage Business Systems

By: Donna May
Authorized Signature

Printed Name: Donna May

Title: Account Manager

WITNESS:

Witness my signature this the 19th day of January, 2022.

Customer: City of Jackson Dept of Engineering

By:
Authorized Signature

Printed Name: Chokwe A. Lumumba

Title: Mayor

WITNESS:.

7

Vice President Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Hartley, Parkinson and Stokes.
Nays – Grizzell.
Absent – None.

* * * * * * * * * * * * * *

ORDER ACCEPTING THE BID OF APAC-MISSISSIPPI, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-01.

WHEREAS, the City of Jackson solicited sealed competitive bids for the construction of City Project COJ-RS-01; and

WHEREAS, in response to the advertisement for bids, four bids were submitted to the Municipal Clerk on May 26, 2026; and

WHEREAS, the bid of APAC-Mississippi, Inc., in the amount of $2,394,088.98, was the lowest responsive, responsible bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of APAC-Mississippi, Inc., in the amount of $2,394,088.98, for City Project COJ-RS-01 to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of APAC-Mississippi, Inc., in the amount of $2,394,088.98, for City Project COJ-RS-01 is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute a construction contract with APAC-Mississippi, Inc. for City Project COJ-RS-01 consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk

Vice President Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Hartley, Parkinson and Stokes.
Nays – Grizzell.
Absent – None.

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ORDER ACCEPTING THE BID OF ADCAMP, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-02.

WHEREAS, the City of Jackson solicited sealed competitive bids for the construction of City Project COJ-RS-02; and

WHEREAS, in response to the advertisement for bids, four bids were submitted to the Municipal Clerk on May 26, 2026; and

WHEREAS, the bid of Adcamp, Inc., in the amount of $4,316,186.85, was the lowest responsive, responsible bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Adcamp, Inc., in the amount of $4,316,186.85, for City Project COJ-RS-02 to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Adcamp, Inc., in the amount of $4,316,186.85, for City Project COJ-RS-02 is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute a construction contract with Adcamp, Inc. for City Project COJ-RS-02 consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk.

Vice President Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Hartley, Parkinson and Stokes.
Nays – Grizzell.
Absent – None.

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ORDER ACCEPTING THE BID OF AJ CONSTRUCTION, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-03.

WHEREAS, the City of Jackson solicited sealed competitive bids for the construction of City Project COJ-RS-03; and

WHEREAS, in response to the advertisement for bids, four bids were submitted to the Municipal Clerk on May 26, 2026; and

WHEREAS, the bid of AJ Construction, Inc., in the amount of $2,049,399.70, was the lowest responsive, responsible bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of AJ Construction, Inc., in the amount of $ 2,049,399.70, for City Project COJ-RS-03 to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of AJ Construction, Inc., in the amount of $2,049,399.70, for City Project COJ-RS-03 is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute a construction contract with AJ Construction, Inc. for City Project COJ-RS-03 consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk.

Vice President Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Hartley, Parkinson and Stokes.
Nays – Grizzell.
Absent – None.

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ORDER ACCEPTING THE BID OF ADCAMP, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-04.

WHEREAS, the City of Jackson solicited sealed competitive bids for the construction of City Project COJ-RS-04; and

WHEREAS, in response to the advertisement for bids, four bids were submitted to the Municipal Clerk on May 26, 2026; and

WHEREAS, the bid of Adcamp, Inc., in the amount of $5,490,249.00, was the lowest responsive, responsible bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Adcamp, Inc., in the amount of $5,490,249.00, for City Project COJ-RS-04 to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Adcamp, Inc., in the amount of $5,490,249.00, for City Project COJ-RS-04 is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute a construction contract with Adcamp, Inc. for City Project COJ-RS-04 consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk.

Vice President Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Hartley, Parkinson and Stokes.
Nays – Grizzell.
Absent – None.

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ORDER ACCEPTING THE BID OF AJ CONSTRUCTION, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-06.

WHEREAS, the City of Jackson solicited sealed competitive bids for the construction of City Project COJ-RS-06; and

WHEREAS, in response to the advertisement for bids, four bids were submitted to the Municipal Clerk on May 26, 2026; and

WHEREAS, the bid of AJ Construction, Inc., in the amount of $2,413,255.12, was the lowest responsive, responsible bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of AJ Construction, Inc., in the amount of $2,413,255.12, for City Project COJ-RS-06 to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of AJ Construction, Inc., in the amount of $2,413,255.12, for City Project COJ-RS-06 is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk.

IT IS. FURTHER ORDERED that the Mayor is authorized to execute a construction contract with AJ Construction, Inc. for City Project COJ-RS-06 consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk.

Vice President Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Hartley, Parkinson and Stokes.
Nays – Grizzell.
Absent – None.

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ORDER ACCEPTING THE BID OF APAC-MISSISSIPPI, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-07.

WHEREAS, the City of Jackson solicited sealed competitive bids for the construction of City Project COJ-RS-07; and

WHEREAS, in response to the advertisement for bids, three bids were submitted to the Municipal Clerk on May 26, 2026; and

WHEREAS, the bid of APAC-Mississippi, Inc., in the amount of $3,775,608.51, was the lowest responsive, responsible bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of APAC-Mississippi, Inc., in the amount of $3,775,608.51, for City Project COJ-RS-07 to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of APAC-Mississippi, Inc., in the amount of $3,775,608.51, for City Project COJ-RS-07 is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute a construction contract with APAC-Mississippi, Inc. for City Project COJ-RS-07 consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk.

Vice President Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Hartley, Parkinson and Stokes.
Nays – Grizzell.
Absent – None.

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ORDER ACCEPTING THE BID OF PINNACLE CONSTRUCTION GROUP, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-01.

WHEREAS, the City of Jackson solicited sealed competitive bids for the construction of City Project COJ-CC-01; and

WHEREAS, eight bids were received, but one of the bids was rejected because the bidder failed to include a certificate of responsibility number with their electronic bid; and

WHEREAS, all bids were submitted to the Municipal Clerk on May 26, 2026; and

WHEREAS, the bid of Pinnacle Construction Group, LLC, in the amount of $726,500.00, was the lowest responsive, responsible bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Pinnacle Construction Group, LLC, in the amount of $726,500.00, for City Project COJ-CC-01 to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Pinnacle Construction Group, LLC, in the amount of $726,500.00, for City Project COJ-CC-01 is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute a construction contract with Pinnacle Construction, Group LLC for City Project COJ-CC-01 consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk.

Vice President Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Hartley, Parkinson and Stokes.
Nays – Grizzell.
Absent – None.

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ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-02.

WHEREAS, the City of Jackson solicited sealed competitive bids for the construction of City Project COJ-CC-02; and

WHEREAS, eight bids were received, but one of the bids was rejected because the bidder failed to include a certificate of responsibility number with their electronic bid; and

WHEREAS, all bids were submitted to the Municipal Clerk on May 26, 2026; and

WHEREAS, the bid of Hughes 360 Services, LLC, in the amount of $882,100.00, was the lowest responsive, responsible bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Hughes 360 Services, LLC, in the amount of $882,100.00, for City Project COJ-CC-02 to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Hughes 360 Services, LLC, in the amount of $882,100.00, for City Project COJ-CC-02 is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a construction contract with Hughes 360 Services, LLC for City Project COJ-CC-02 consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk.

Vice President Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Hartley, Parkinson and Stokes.
Nays – Grizzell.
Absent – None.

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ORDER ACCEPTING THE BID OF AJ CONSTRUCTION, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-03.

WHEREAS, the City of Jackson solicited sealed competitive bids for the construction of City Project COJ-RS-03; and

WHEREAS, in response to the advertisement for bids, four bids were submitted to the Municipal Clerk on May 26, 2026; and

WHEREAS, the bid of AJ Construction, Inc., in the amount of $2,049,399.70, was the lowest responsive, responsible bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of AJ Construction, Inc., in the amount of $ 2,049,399.70, for City Project COJ-RS-03 to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of AJ Construction, Inc., in the amount of $2,049,399.70, for City Project COJ-RS-03 is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a construction contract with AJ Construction, Inc. for City Project COJ-RS-03 consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk.

Vice President Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Hartley, Parkinson and Stokes.
Nays – Grizzell.
Absent – None.

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ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-04.

WHEREAS, the City of Jackson solicited sealed competitive bids for the construction of City Project COJ-CC-04; and

WHEREAS, six bids were received, but one of the bids was rejected because the bidder failed to include a certificate of responsibility number with their electronic bid; and

WHEREAS, all bids were submitted to the Municipal Clerk on May 26, 2026; and

WHEREAS, the bid of Hughes 360 Services, LLC, in the amount of $767,500.00, was the lowest responsive, responsible bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Hughes 360 Services, LLC, in the amount of $767,500.00, for City Project COJ-CC-04 to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Hughes 360 Services, LLC, in the amount of $767,500.00, for City Project COJ-CC-04 is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute a construction contract with Hughes 360 Services, LLC for City Project COJ-CC-04 consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk.

Vice President Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Hartley, Parkinson and Stokes.
Nays – Grizzell.
Absent – None.

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ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-05.

WHEREAS, the City of Jackson solicited sealed competitive bids for the construction of City Project COJ-CC-05; and

WHEREAS, eight bids were received, but one of the bids was rejected because the bidder failed to include a certificate of responsibility number with their electronic bid; and

WHEREAS, all bids were submitted to the Municipal Clerk on May 26, 2026; and

WHEREAS, the bid of Hughes 360 Services, LLC, in the amount of $821,850.00, was the lowest responsive, responsible bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Hughes 360 Services, LLC, in the amount of $821,850.00, for City Project COJ-CC-05 to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Hughes 360 Services, LLC, in the amount of $821,850.00, for City Project COJ-CC-05 is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute a construction contract with Hughes 360 Services, LLC for City Project COJ-CC-05 consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk

Vice President Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Hartley, Parkinson and Stokes.
Nays – Grizzell.
Absent – None.

* * * * * * * * * * * * * *

ORDER ACCEPTING PAYMENT OF $85,961.10 FROM THE PFAS BASF SETTLEMENT, MDL DOCKET NUMBER 2:18-MN-2873, AND AUTHORIZING THE MAYOR TO ENDORSE THE SETTLEMENT CHECK PAYABLE TO THE CITY OF JACKSON IN THE AMOUNT OF $85,961.10.

WHEREAS, the City of Jackson has filed and prosecuted a claim against BASF in the PFAS Multidistrict Litigation, In Re Aqueous Film-Forming Foams Products Liability Litigation, 2:18-mn-2873 (MDL 2873); and

WHEREAS, a nationwide settlement has been reached in MDL 2873 involving the claims of numerous plaintiffs, including the City of Jackson, against BASF; and

WHEREAS, the settlement allocation to the City of Jackson from the nationwide settlement involving BASF, after all deductions and costs, amounts to $85,961.10; and

WHEREAS, the Office of the City Attorney is recommending the City of Jackson accept the settlement payment of $85,961.10, as full and final resolution of all claims against BASF asserted in MDL 2873; and

WHEREAS, based on the economic value to the City of Jackson, it is in the best interests of the citizenry that the City of Jackson resolve this matter through said settlement and accept said settlement funds.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the City of Jackson hereby accepts payment of $85,961.10, from the PFAS BASF Settlement (MDL 2873), and the Mayor is hereby authorized to endorse the settlement check to the City of Jackson in the amount of $85,961.10.

Vice President Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Hartley, Parkinson and Stokes.
Nays – Grizzell.
Absent – None.

* * * * * * * * * * * * * *

ORDER ACCEPTING PAYMENT OF $204,986.79 FROM THE PFAS TYCO SETTLEMENT, MDL DOCKET NUMBER 2:18-MN-2873, AND AUTHORIZING THE MAYOR TO ENDORSE THE SETTLEMENT CHECK PAYABLE TO THE CITY OF JACKSON IN THE AMOUNT OF $204,986.79.

WHEREAS, the City of Jackson has filed and prosecuted a claim against Tyco in the PFAS Multidistrict Litigation, In Re Aqueous Film-Forming Foams Products Liability Litigation, 2:18-mn-2873 (MDL 2873); and

WHEREAS, a nationwide settlement has been reached in MDL 2873 involving the claims of numerous plaintiffs, including the City of Jackson, against Tyco; and

WHEREAS, the settlement allocation to the City of Jackson from the nationwide settlement involving Tyco, after all deductions and costs, amounts to $204,986.79; and

WHEREAS, the Office of the City Attorney is recommending the City of Jackson accept the settlement payment of $204,986.79, as full and final resolution of all claims against Tyco asserted in MDL 2873; and

WHEREAS, based on the economic value to the City of Jackson, it is in the best interests of the citizenry that the City of Jackson resolve this matter through said settlement and accept said settlement funds.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the City of Jackson hereby accepts payment of $204,986.79, from the PFAS Tyco Settlement (MDL 2873), and the Mayor is hereby authorized to endorse the settlement check to the City of Jackson in the amount of $204,986.79.

Vice President Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Hartley, Parkinson and Stokes.
Nays – Grizzell.
Absent – None.

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ORDER RATIFYING THE PURCHASE OF ONE SSL CERTIFICATE FROM CONVERGEONE, INC. AND AUTHORIZING PAYMENT IN THE AMOUNT OF $1,644.57.

WHEREAS, the City of Jackson's Department of Information Technology requests that the governing authority ratify the purchase of one (1) Secure Sockets Layer (SSL) certificate from ConvergeOne, Inc., located at NW 5806, P.O. Box 145C, Minneapolis, MN 55485; and

WHEREAS, ConvergeOne, Inc. provided the Department of Information Technology with one SSL certificate for a term of January 30, 2024 through January 29, 2029, for the purpose of authenticating the City's website and encrypting data transmitted between users' web browsers and the City's server; and

WHEREAS, payment for the service in the amount of $1,644.57 (Invoice No. INV1064378, dated April 9, 2025), remains outstanding and should be authorized; and

WHEREAS, the Department of Information Technology confirms that the SSL certificate has been received, installed, and is operational; and

WHEREAS, Miss. Code Ann. § 21-17-5 vests the governing authority with the care, management, and control of the municipality's affairs, property, and finances.

IT IS HEREBY ORDERED that the purchase of one (1) SSL certificate from ConvergeOne, Inc. is ratified and payment in the amount of $1,644.57 is authorized to satisfy Invoice No. INV1064378, dated April 9, 2025.

Vice President Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Hartley, Parkinson and Stokes.
Nays – Grizzell.
Absent – None.

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ORDER ACCEPTING THE BID OF TRUELINE FENCE & PROPERTY LLC FOR CITY RIGHT-OF-WAY MAINTENANCE SERVICES FOR A TWELVE (12) MONTH TERM WITH THE OPTION TO EXTEND FOR AN ADDITIONAL TWELVE (12) MONTHS FOR WARD 4.

WHEREAS, the City Council of the City of Jackson accepted bids for right-of-way maintenance services for a Twelve (12) Month Term with the Option to Extend for an Additional Twelve (12) Months for all seven City Wards; Highway 18, Highway 49/Medgar Evers Boulevard, and Highway 80; and Pascagoula Green Space, JSU Parkway, Court Street Green Space and Road,

State Street Bridge (Downtown), and Monument Green Space at the April 7, 2026 regular meeting; and

WHEREAS, MS Yard Barber, LLC, the bidder awarded Ward 4, after initially performing some of the work, was unable to continue providing required services under the terms of the contract; and

WHEREAS, the Department of Public Works then solicited the alternate bidder, Rotolo Consultants, Inc. to begin performing the work under the terms of the contract; and

WHEREAS, Rotolo Consultants, Inc. has been unable to provide the required services under the terms of the contract due to staffing limitations; and

WHEREAS, to obtain a contractor as quickly as possible to provide the right-of-way maintenance services for Ward 4, the Department of Public Works solicited competitive bids from three contractors who submitted a bid in response to the previous Invitation for Bids and are currently performing right-of-way maintenance services for the City; and

WHEREAS, bidders were asked to submit pricing based on the previously advertised Invitation for Bids as follows:

Pricing Sheet			
Company name : _____			
Item	**Description**	**Unit Price Per Maintenance Cycle**	**Litter & Debris Only Cycle**
1.	WARD 4	$_____ per cycle	$_____ per cycle

WHEREAS, the Solicitation for Bids contemplates a complete cycle every two weeks during the grass growing season from April 1st through October 31st; and contemplates a complete cycle every three weeks during the off season from November 1st through March 31st; and

WHEREAS, bids were opened on June 30, 2026, and three (3) bids were received: Trueline Fence & Property, LLC; Redmond Cleaning & Lawn Services, LLC; and WesCole Services, LLC; and

WHEREAS, Trueline Fence & Property, LLC submitted a bid in the amount of $6,075.00 per cycle; Redmond Cleaning & Lawn Services, LLC submitted a bid in the amount of $5,600.00 per cycle; and WesCole Services, LLC submitted a bid of $5,950.00 per cycle; and

WHEREAS, the Department of Public Works recommends that the governing authorities deem the bid of Trueline Fence & Property, LLC to be the lowest and best bid, and accept the bid consistent with the terms contained in the Solicitation for Bids; and

WHEREAS, though Trueline Fence & Property, LLC is not the lowest bid, in making its recommendation, the Department of Public Works considered the perceived capacity of the bidders, the demonstrated capability of Trueline Fence & Property, LLC to consistently staff its current contracts with sufficient employees and appropriate equipment necessary to timely complete the work, including the removal of garbage and debris from the rights-of-way, this contractor's willingness to assist in organized rights-of-way cleanup projects scheduled by the City; and

WHEREAS, this work is a service that is not required to be bid competitively and the Department of Public Works solicited pricing for the three contractors in an effort to elicit better pricing and for purposes of comparison; and

WHEREAS, since the difference in pricing between Trueline Fence & Property, LLC and the other two bidders is minimal, the Department of Public Works believes the additional cost is outweighed by the consistency and quality of work demonstrated by Trueline Fence & Property, LLC; and

WHEREAS, in addition, the Department of Public Works is working to identify contractors to perform neighborhood right-of-way maintenance work and needs to ensure there is sufficient capacity among the identified right-of-way maintenance contractors to perform this work; and

WHEREAS, the Department of Public Works believes that the two other bidders have equipment and staffing that is better suited for the neighborhood maintenance work.

IT IS, THEREFORE, ORDERED that the bid of Trueline Fence & Property, LLC for City right-of-way maintenance services for a twelve (12)-month term with the option to extend for an additional twelve (12) months for Ward 4 be accepted as the lowest and best bid, consistent with and based on the terms in the Invitation for Bids and at the following pricing:

Item	Description	Unit Price Per Maintenance Cycle	Litter & Debris Only Cycle
1.	Ward 4	$6,075.00	$2,175.00

IT IS, FURTHER ORDERED that the acceptance of this bid, which was submitted in response to the Solicitation for Bids, constitutes a binding contract between the City and Trueline Fence & Property, LLC, the terms of which are the Solicitation for Bids and the bids submitted by the bidder.

IT IS, FINALLY ORDERED that the acceptance of the bid of MS Yard Barber, LLC for Right-of-Way Maintenance Services for a Twelve (12) Month Term with the Option to Extend for an Additional Twelve (12) Months for Ward 4 and the acceptance of the alternate bid of Rotolo Consultants, Inc. for Ward 4 are both hereby rescinded based on the representations of both bidders that they are unable to perform the work.

Vice President Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Hartley, Parkinson and Stokes.
Nays – Grizzell.
Absent – None.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1/FINAL TO THE CONTRACT OF INDEPENDENT ROOFING SYSTEMS, INC. FOR THE 911 OPERATIONS CENTER IMPROVEMENTS PROJECT TO EXTEND THE PROJECT TIME BY ONE HUNDRED SEVENTY-SEVEN (177) DAYS DUE TO EQUIPMENT DELAYS AND DECREASING THE CONTRACT AMOUNT DUE TO UNUSED CONTINGENCY.

WHEREAS, the City of Jackson executed a contract with Independent Roofing Systems, Inc. on June 2, 2025 for the 911 Operations Center Improvements Project; and

WHEREAS, the project included the replacement of the HVAC equipment, the shipping of which was significantly delayed; and

WHEREAS, the original substantial completion date for the project was December 15, 2025, but due to the extreme delays in shipping equipment, substantial completion was not reached until June 10, 2026; and

WHEREAS, the original contract amount was $739,000.00, which included a contingency; and

WHEREAS, the contractor did not use the entire contingency, which requires that the contract amount of $739,000.00 be reduced by the unused contingency of $6,000.00; and

WHEREAS, the Department of Public Works, Engineering Division, recommends the approval of Change Order No. 1/Final to provide for 177 additional contract days, which is until June 10, 2026 and to accept the reduction in the contract price due to the unused contingency, $6,000.00.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order No. 1/Final to the contract with Independent Roofing Systems, Inc. for the 911 Operations Center Improvements Project to provide for 177 additional contract days, which is until June 10, 2026, and to reduce the contract price from $739,000.00 to $733,000.00 to reflect the unused contingency in the amount of $6,000.00.

Vice President Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Hartley, Parkinson and Stokes.
Nays – Grizzell.
Absent – None.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT OF LEWIS-ELECTRIC, INC. FOR GROUP A TRAFFFIC SIGNAL PROJECT, STP-0250-00(055) LPA/109282.

WHEREAS, the City of Jackson executed a contract with Lewis Electric, Inc. on July 1, 2025 for the Group A Traffic Signal Project STP-0250-00(055) LPA/109282; and

WHEREAS, the project included improvements to traffic signals on Highway 80 and Ellis Avenue; and

WHEREAS, due to traffic signal improvements initiated along Highway 80 by the Mississippi Department of Transportation as part of a Memorandum of Understanding with the City, additional cameras are required for effective vehicle detection, which, in turn, required additional video detection sensors and cable; and

WHEREAS, new cable was also required to relocate the existing police cameras to new poles, as well as field adjustments to other pay items; and

WHEREAS, the Mississippi Department of Transportation ("MDOT") allocated additional grant funds for the project to address the additional costs associated with MDOT's traffic signal upgrades; and

WHEREAS, the amount of the change order is $66,940.00, which would increase the not-to-exceed amount of the contract to $1,141,339.00.

WHEREAS, the Department of Public Works, Engineering Division, recommends the approval of Change Order No. 1 in the amount of $66,940.00 to provide for the installation of additional cameras required for effective vehicle detection, which, in turn, required additional video detection sensors and cable, and for other adjustments in quantities.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order No. 1 to the contract with Lewis Electric, Inc. for the Group A Traffic Signal Project STP-0250-00(055) LPA/109282, in the amount of $66,940.00, which increases the contract not-to-exceed amount to $1,141,339.00.

Vice President Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Hartley, Parkinson and Stokes.
Nays – Grizzell.

Absent – None.

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ORDER CORRECTING THE APRIL 23, 2024 ORDER OF THE CITY OF JACKSON CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH SOUTHERN CONSULTANTS, INC. FOR THE WOODROW WILSON AVENUE RESURFACING PROJECT (MARTIN LUTHER KING, JR. DRIVE TO MILL STREET BRIDGE, FEDERAL AID PROJECT NUMBER STP-0250-00(053) LPA/108075.

WHEREAS, the City Council of the City of Jackson approved its ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH SOUTHERN CONSULTANTS, INC. FOR THE WOODROW WILSON AVENUE RESURFACING PROJECT (MARTIN LUTHER KING, JR. DRIVE TO MILL STREET BRIDGE), FEDERAL AID PROJECT NUMBER STP-0250-00(053) LPA/108075 at its April 23, 2024 meeting; and

WHEREAS, due to a scrivener's error, the amount authorized by the order was $5,000.00 less than the amount proposed by the engineer and intended to be recommended for the City Council's acceptance; and

WHEREAS, the correct contract amount should have been $687,365.25; and

WHEREAS, the Department of Public Works, Engineering Division recommends that the City Council correct the scrivener's error by revising the not to exceed amount of the contract from $682,365.25 to $687,365.25.

IT IS, THEREFORE, ORDERED that the not to exceed amount of the Construction Engineering and Inspection Services Contract with Southern Consultants, Inc. for the Woodrow Wilson Avenue Resurfacing Project (Martin Luther King, Jr. Drive to Mill Street Bridge, Federal Aid Project Number STP-0250-00(053) LPA/108075, approved in its April 23, 2024 Order is corrected to $687,365.25.

Vice President Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Hartley, Parkinson and Stokes.
Nays – Grizzell.
Absent – None.

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ORDER ACCEPTING THE BID OF CORPORATE MECHANICAL CONTRACTORS, LLC FOR REPLACEMENT OF THE BOILER AT THE WILLIE MORRIS LIBRARY.

WHEREAS, the City of Jackson solicited competitive bids for the replacement of the boiler at the Willie Morris Library and received bids from two contractors; and

WHEREAS, the lowest bid, in the amount of $46,120.00, was submitted by Corporate Mechanical Contractors, LLC, whose principal place of business is 7070 Exchequer Drive, Baton Rouge, Louisiana 70809; and

WHEREAS, the other bid received was from Trane U.S., Inc., which lists its business address as 851 Wilson Drive, Suite A, Ridgeland, Mississippi 39257, in the amount of $98,401.61; and

WHEREAS, the scope of work is to provide all labor, tools, materials, and equipment to install one (1) new gas-fired boiler and perform essential hot water pump no. 1 repairs; and

WHEREAS, the contractor will perform the following services as a part of the scope of work:

· Disconnect electrical, hot water piping, and gas flue vent from existing boiler.
· Remove (1) existing boiler from outside mechanical boiler room and dispose away from library in an environmentally safe manner.
· Install (1) New Laars Gas Fired Boiler into the location of existing boilers in the outside boiler mechanical room.
· Re-Connect all electrical, hot water piping and gas flue vent to (1) New Boiler.
· Verify all connections are leak free and correct.
· Reinsulate any water lines that were removed during demolition of existing boilers.
· Perform Essential Hot Water Pump No. 1 Repairs, including replacement of the seals and bearings

WHEREAS, payment will be due upon satisfactory completion of the scope of work; and

WHEREAS, the Department of Public Works recommends that the governing authorities deem the bid of Corporate Mechanical Contractors, LLC, in the amount of $46,120.00 to replace the boiler at the Willie Morris Library to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Corporate Mechanical Contractors, LLC, in the amount of $46,120.00 to replace the boiler at the Willie Morris Library to be the lowest and best bid is accepted as the lowest and best bid, consistent with scope of work set forth above.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute the client authorization to proceed provided in the proposal of Corporate Mechanical Contractors, LLC, consistent with the pricing and scope of work set forth above.

Vice President Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Hartley, Parkinson and Stokes.
Nays – Grizzell.
Absent – None.

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Note: Council Member Clay left the meeting.

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ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AMENDING CHAPTER 46, ARTICLE II OF THE CITY OF JACKSON CODE OF ORDINANCES.

WHEREAS, the City Council of the City of Jackson, Mississippi, adopted an ordinance creating Chapter 46, Article II of the City of Jackson Code of Ordinances, entitled "Municipal Court," governing the creation and regulation of municipal courts within the City; and

WHEREAS, pursuant to Section 46-48, et seq., of the Jackson Code of Ordinances, the administration of municipal courts within the City is created with duties conferred upon the office of administrator; and

WHEREAS, pursuant to Section 46-77, et seq., of the Jackson Code of Ordinances, the selection and compensation of municipal judges are addressed; and

WHEREAS, the Office of the City Attorney recommends amending the ordinance to change the number of municipal court judges, establish the position of Presiding Judge within the municipal court, and place the municipal court administrator under the direction of the Presiding Judge; and

WHEREAS, pursuant to Section 21-19-1 et seq., Mississippi Code Annotated, the City Council has the authority to enact, amend, and repeal ordinances in the interest of the public health, safety, and welfare; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Jackson to amend Chapter 46, Article II of the City of Jackson Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT Chapter 46, Article II, Sections 46-48 and 46-77 of the City of Jackson Code of Ordinances, be amended as follows:

Sec. 46-48. - Office of administrator created; duties generally.

(a) The duties heretofore invested in the clerk of the municipal court under MCA 1972, § 21-23-11 are hereby invested in an administrator of the municipal court, who shall be appointed by the city council and work under the direction of the judges of the municipal court, with the Presiding judge being the primary authority in such instances.

(b) The administrator described in subsection (a) of this section of the municipal court and his staff shall constitute a new city department, operating under the judges of the municipal court and being known as municipal court services.

(c) The administrator of the municipal court shall keep a permanent docket, upon which all cases shall be entered for trial. This docket shall contain the style of the case, the nature of the charge against an accused, and the names of witnesses for the prosecution and defendant. The administrator shall also keep a minute book in which all orders and judgments shall be entered. He shall issue all process from the court. He shall have power to take acknowledgements, administer any oaths required by law to be taken by any person, and take affidavits charging any crimes against the municipality or state.

(d) The administrator shall purchase all dockets, minute books and stationery for the municipal court, and have the account allowed by the municipal judge. The order allowing the account shall be entered upon the minutes, and the municipal authorities shall pay the same.

Sec. 46-77. - Appointment; equivalency of compensation and authority.

(a) At the time provided for the appointment of other officers, not more than five municipal judges shall be appointed by the mayor and confirmed by an affirmative vote of a majority of the council present and voting.

(b) The mayor shall appoint one of the five judges as the Presiding Judge, whose term will run from January 1 to December 31 of the year of appointment. Should the Mayor decline or otherwise neglect to appoint a new presiding judge by February 15th, the Presiding Judge will retain their role as Presiding Judge for an additional year.

(c) The Mayor may revoke their appointment of a Presiding Judge at any time.

(d) Each municipal judge shall receive the same compensation and exercise the same authority and prerogatives of their office, regardless of the presence or absence of the other municipal judges. The Presiding Judge's salary shall exceed the salary of the other municipal judges reflecting the position's additional authority and responsibilities, in an amount not to exceed a 35% increase.

BE IT, FURTHER ORDAINED, the Code of Ordinances of the City of Jackson, Mississippi, is hereby amended to reflect the amendment of certain sections of Chapter 46, Article II, as set forth above, and the City Clerk is authorized to take all actions necessary to effectuate this codification.

BE IT, FURTHER ORDAINED that this ordinance shall take effect and be in force from and after its adoption as provided by law.

Vice President Parkinson moved adoption; **Council Member Grizzell** seconded.

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President Hartley recognized **Sondra Moncure, Special Assistant to the City Attorney,** who provided a brief overview of said item.

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

Yeas – Brown-Thomas, Foote, Grizzell, Hartley, Parkinson and Stokes.
Nays – None.
Absent – Clay.

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There came on for adoption Agenda Item No. 19:

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AMENDING CHAPTER 2, ARTICLE IV OF THE CITY OF JACKSON CODE OF ORDINANCES RELATING TO DEPARTMENTS. President Hartley stated that said item would be referred to the Planning and Economic Development Committee.

Note: Council Member Clay returned to the meeting during the discussion.

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ORDER APPROVING CLAIMS NUMBER 34580 to 34641 APPEARING AT PAGES 443 TO 459 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF $1,668,601.21 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 34580 to 34641 appearing at pages 443 to 459, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of $1,668,601.21 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

IT IS FURTHER ORDERED that there is appropriated from the various funds the sums necessary to be transferred to other funds for the purpose of paying the claims as follows:

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	816,009.40
TECHNOLOGY FUND	14,064.92
PARKS & RECR. FUND	35,525.82
LANDFILL/SANITATION FUND	235,994.50
FIRE PROTECTION	13,859.74
STATE TORT CLAIMS FUND	14,075.00
DISABILITY RELIEF FUND	91,676.64
EMPLOYEES GROUP INSURANCE FUND	44,788.52
UNEMPLOYMENT COMPENSATION REVO	8,117.62
H O P W A GRANT – DEPT. OF HUD	83,096.94
TITLE III AGING PROGRAMS	27,604.75
1% INFRASTRUCTURE TAX	120,076.45
TRANSPORTATION FUND	23,442.05
2012 G.O. NOTE-CAPITAL PROJECT	11,562.00
HAIL DAMAGE MARCH 2013	84,900.00
MODERNIZATION TAX	42,906.56
PLANNING AND DEV GRANTS	1,563.50

CDBG COVID CARES	63,041.12
ZOOLOGICAL PARK	7,827.91
MDOT-CMPDD PROJECTS	20,144.41
TOTAL	**$1,668,601.21**

Vice President Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

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President Hartley recognized **Jillian Caldwell, Chief Financial Officer,** who provided a brief overview of the larger claims at the request of **President Hartley.**

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Thereafter, **President Hartley** called for a vote on said item:

Yeas – Brown-Thomas, Clay, Foote, Hartley, Parkinson and Stokes.
Nays – Grizzell.
Absent – None.

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ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 34580 TO 34641 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 34580 to 34641 inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of $95,851.57 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

IT IS FINALLY ORDERED that the following expenditures from the accounts payable fund be made in order to pay amounts transferred thereto from the payroll fund for payment of the payroll deduction claims authorized herein for payment:

FROM:	**TO ACCOUNTS PAYABLE FUND**	**TO PAYROLL FUND**
GENERAL FUND		2,659,215.38
PARKS & RECR FUND		74,047.70
LANDFILL/SANITATION FUND		28,883.40
WATER/SEWER OPER & MAINT		40,302.43
PAYROLL FUND	95,851.57	
HOUSING COMM DEV		2,743.56
TITLE III AGING PROGRAMS		4,594.52
TRANSPORTATION FUND		19,057.90
PEG ACCESS-PROGRAMMING FUND		2,505.15
ZOOLOGICAL PARK		28,333.66
TOTAL		**$2,859,683.70**

Council Member Stokes moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.
Nays – None.
Absent – None.

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ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF LOUIS CLIFFORD, IV AS A MUNICIPAL JUDGE FOR THE JACKSON MUNICIPAL COURT IN JACKSON, MISSISSIPPI.

WHEREAS, it is necessary to provide for the continuation of the work of the Jackson Municipal Court by ensuring that municipal court judges are properly appointed; and

WHEREAS, the Mayor hereby appoints Louis Clifford, IV as Municipal Judge for the Jackson Municipal Court, Jackson, Mississippi, to be effective upon confirmation by the City Council; and

WHEREAS, currently, Lilli E. Bass serves as Chief Municipal Judge, and Kevin Bass, Taurean Buchanan, and Jeffery P. Reynolds serve on the Jackson Municipal Court; and

WHEREAS, the appointment came before the City Council for confirmation as required by Sections 21-8-23, 21-23-3, and 21-15-41 of the Mississippi Code of 1972, as amended; and

WHEREAS, the City Council has considered the appointment, and a majority of the Council present and voting has determined that the appointment should be and is hereby confirmed.

IT IS, THEREFORE, ORDERED by the Council for the City of Jackson that the appointment of Louis Clifford, IV as Municipal Judge for the Jackson Municipal Court for the City of Jackson, Mississippi, shall be and is hereby confirmed.

Council Member Stokes moved adoption; **Council Member Brown-Thomas** seconded.

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President Hartley recognized **Pieter Teeuwissen, Chief Administrative Officer,** who provided a brief overview of said item.

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President Hartley recognized **Louis Clifford, IV,** who gave his personal statement and answered questions posed to himby Council Members.

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

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.
Nays – None.
Absent – None.

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Note: Council Member Clay left the meeting.

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AMENDED ORDER ESTABLISHING THE ASSESSMENT FOR THE DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT FOR TAX YEAR 2026.

WHEREAS, an election was held on January 17, 2017, allowing Downtown Jackson Business Improvement District property owners to reauthorize the district boundaries, the district plan, and the district management group for a period of 10 years, in accordance with Miss. Code Section 21- 43-131; and

WHEREAS, the results of said election exceeded the sixty-percent affirmative threshold under Miss. Code Section 117; and

WHEREAS, pursuant to Mississippi Code Annotated, as amended, §21-43-123, the City shall annually levy a square footage assessment on property in the district, in accordance with the district plan, and likewise shall collect and enforce the assessments, and cause the tax collector to disburse the proceeds to the district management group, now established as Downtown Jackson Partners; and

WHEREAS, this procedure has been followed since 1996.

WHEREAS, the June 23, 2026, Special City Council Meeting adopted an Order establishing the annual assessment for each tract of land in the Downtown Jackson Business Improvement District for Tax Year 2026.

WHEREAS, the Order inadvertently included the property list for Tax Year 2025, when it should have included the property list for Tax Year 2026.

WHEREAS, to correct this error, the Council hereby adopts this Amended Order, which contains the accurate property list for Tax Year 2026.

IT IS, HEREBY ORDERED by the City Council of Jackson, Mississippi, that there is levied on all taxable real property in the Downtown Jackson Business Improvement District within the corporate limits of the City of Jackson a levy of $0.11 on each square foot of buildings and unimproved real estate for the following properties for Tax Year 2026.

Vice President Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Foote, Grizzell, Hartley and Parkinson.
Nays – None.
Abstention – Stokes.
Absent – Clay.

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ORDER ESTABLISHING THE ASSESSMENT FOR THE LEFLEUR EAST BUSINESS IMPROVEMENT DISTRICT FOR THE YEAR 2026.

WHEREAS, an election was held on August 9, 2022, allowing district property owners to authorize the district boundaries, the district plan, and the district management agency for 10 years; and

WHEREAS, the results of said election exceeded the sixty-percent affirmative threshold; and

WHEREAS, pursuant to Mississippi Code Annotated, as amended, §21-43-123, the City is authorized to levy an assessment and distribute funds to the Management Agency now established as the LeFleur East Business Improvement District; and

WHEREAS, on September 13, 2022, the City Council voted to establish said district; and

WHEREAS, this procedure has been followed since 1996 for prior improvement districts.

IT IS, HEREBY ORDERED by the governing authorities for the City of Jackson, Mississippi, there is levied on all taxable real property in the LeFleur East Business Improvement District within the corporate limits of the City of Jackson a levy of $0.07 on each square foot of assessed square footage for the following properties:

PARCEL	PROPERTY OWNER	BLDG SF	$.07 PSF
437-297	BANNER HALL LLC	28,203	$ 1,974.21
437-392	PROPERTY TWINS LLC	1,846	$ 129.22
437-400-1	ABNEY PROPERTIES LLC	-	$ -
437-402	ABNEY PROPERTIES LLC	13,500	$ 945.00
437-408	4429 OLD CANTON RD LLC &	3,073	$ 215.11
437-410	ABNEY PROPERTIES LLC	13,000	$ 910.00
437-415	MELWOOD PLACE LLC	1,200	$ 84.00
437-417	MELWOOD PLACE LLC	1,272	$ 89.04
437-419	MELWOOD PLACE LLC	1,272	$ 89.04
437-421	MELWOOD PLACE LLC	1,200	$ 84.00
437-423	MELWOOD PLACE LLC	1,200	$ 84.00
437-425	MELWOOD PLACE LLC	1,392	$ 97.44
437-427	MELWOOD PLACE LLC	1,402	$ 98.14

437-429	MELWOOD PLACE LLC	1,272	$ 89.04
437-431	MELWOOD PLACE LLC	1,358	$ 95.06
438-78	THE RIGHT HOME LLC	1,573	$ 110.11
438-79	MELWOOD PLACE LLC	1,587	$ 111.09
438-81	THE RIGHT HOME LLC	1,236	$ 86.52
438-82	MELWOOD PLACE LLC	1,275	$ 89.25
438-83	THE RIGHT HOME LLC	1,057	$ 73.99
438-85	MELWOOD PLACE LLC	-	$ -
438-86	ST RICHARD CHICHESTER PARISH	-	$ -
443-1	TULLOS CHIROPRACTIC CLINIC INC	3,293	$ 230.51
443-44	ST DOMINIC-JACKSON MEM HOSPITAL	21,200	$ -
443-45	ST DOMINIC-JACKSON MEM HOSPITAL	12,976	$ -
443-47	SHAAN LLC	29,255	$ 2,047.85
443-47-1	SHAAN LLC	4,326	$ 302.82
443-48	ST DOMINIC	27,166	$ -
443-70	MENDOTA PROPERTIES LLC	3,275	$ 229.25
443-70-1	MENDOTA PROPERTIES LLC	3,212	$ 224.84
443-71	ST DOMINIC-JACKSON MEM HOSPITAL	19,246	$ -
443-72	ST DOMINIC-JXN MEMORIAL HOSPITAL	63,820	$ -
451-121	VIEUX CARRE APARTMENTS LLC	114,030	$ 7,982.10
451-8-10	DISTRICT LAND DEVELOPMENT CO LLC	-	$ -
451-8-11	PASSCO DISTRICT LOFTS DST	210,916	$ 14,764.12
451-8-12	DISTRICT PHASE TWO LOTS LLC ETAL	-	$ -
451-8-13	DISTRICT EASTOVER OWNERS ASSOC INC	-	$ -
451-8-15	DISTRICT HOTEL GROUP LLC	73,319	$ 5,132.33
451-8-2	OEC DISTRICT LLC	99,293	$ 6,950.51
451-8-3	DISTRICT PHASE TWO LOTS LLC ETAL	-	$ -
451-8-4	COMMUNITY TRUST BANK	5,415	$ 379.05
451-8-6	DISTRICT PHASE TWO LLC ETAL	61,367	$ 4,295.69
451-8-7	DISTRICT PHASE TWO LLC ETAL	5,344	$ 374.08
451-8-8	DISTRICT PHASE TWO LLC ETAL	7,285	$ 509.95
452-10	LIONHEART DEVELOPMENT LLC	10,110	$ 707.70
452-15	PARK CENTRAL LLC	17,997	$ 1,259.79
452-2	PARK CENTRAL LLC	21,134	$ 1,479.38
452-3-1	PARK CENTRAL LLC	19,514	$ 1,365.98
452-5	REFORMED THEOLOGICAL SEMINARY	39,151	$ -
452-5-21	PARK CENTRAL LLC	24,235	$ 1,696.45
452-6-1	PARK CENTRAL LLC	24,242	$ 1,696.94
452-7	WOLFE ELIZABETH H & WEIDEMANN DAVID	1,791	$ 125.37
452-7-1	WEIDEMANN DAVID C & WOLFE ELIZABETH	2,210	$ 154.70
507-280-1	MCKEN PROPERTIES LLC	6,754	$ 472.78
507-282	DINKINS L P	3,825	$ 267.75
507-286	THOMAS DENNIS M	1,665	$ 116.55
507-288	CARTERPROP INC	2,143	$ 150.01

507-290	FORD DANA	1,595	$ 111.65
507-292	CANTON CORNER SUITES LLC	4,018	$ 281.26
507-294	OLD CANTON ROAD APTS LTD	6,571	$ 459.97
507-296	BRIARWOOD ENTERPRISES LLC	1,817	$ 127.19
507-296-1	BRIARWOOD ENTERPRISES LLC	6,882	$ 481.74
507-298	CANTONMART DEVELOPMENT LLC	-	$ -
507-300	CANTONMART DEVELOPMENT LLC	15,391	$ 1,077.37
507-302	CANTONMART DEVELOPMENT LLC	-	$ -
507-304	CANTONMART DEVELOPMENT LLC	-	$ -
507-306	BRIARWOOD ENTERPRISES LLC	7,972	$ 558.04
507-308	BRIARWOOD ENTERPRISES LLC	13,622	$ 953.54
507-310	BRIARWOOD ENTERPRISES LLC	3,354	$ 234.78
507-314	BT PROPERTIES LLC	2,250	$ 157.50
507-316	BRIARWOOD ENTERPRISES LLC	-	$ -
507-320	TOPVALCO INC	85,571	$ 5,989.97
507-320-1	MARSUZIE LLC	2,976	$ 208.32
507-330-1	TOP VALCO INC	-	$ -
507-330-2	T & M JACKSON DEVELOPMENT LLC	88,246	$ 6,177.22
507-358	AT HOME CARE LLC	5,738	$ 401.66
507-358-1	BHAKTA AJESH S & SAVITA A	3,035	$ 212.45
507-359	KSAMA 9 LLC	7,304	$ 511.28
507-360	BRIDGES W P JR	-	$ -
507-366	I55 PARTNERS LLC	10,613	$ 742.91
511-465	ALEXARAS PROPERTIES LLC	6,102	$ 427.14
511-466-1	TC NE JACKSON REALTY LLC	3,817	$ 267.19
511-467	REGIONS BANK	5,811	$ 406.77
511-469	BFS RETAIL & COMM OPERATIONS LLC	6,508	$ 455.56
511-472	FRANCISCO PROPERTIES LLC	3,546	$ 248.22
511-474-2	INTERSTATE PROPERTY GROUP LLC	4,804	$ 336.28
511-475-10	UNION PLANTERS BANK	1,387	$ 97.09
511-475-11	U S POSTAL SERVICE	-	$ -
511-475-17	AROCHA LLC	7,345	$ 514.15
511-475-18	CLARK WILLIAM T SPOUSAL TRUST	12,492	$ 874.44
511-475-4	IQ INVESTMENT MANAGEMENT LLC	18,295	$ 1,280.65
511-475-5	THAI TIME LLC	3,440	$ 240.80
511-475-6	ARYANN LLC	4,058	$ 284.06
511-475-8	RPMS CAPITAL LLC	6,594	$ 461.58
511-475-9	PHOENIX II LLC	6,163	$ 431.41
511-477	NEELY & NEELY LLC	3,405	$ 238.35
511-480	LEFLEURS GALLERY PARTNERS LLC	77,667	$ 5,436.69
511-480-1	AGREE JACKSON MS LLC	3,067	$ 214.69
511-480-2	LEFLEURS BLUFF TOWER LLC	55,067	$ 3,854.69
511-489	GANGI PHILIP	5,566	$ 389.62

511-492	GANGI PHILIP	7,100	$ 497.00
511-494	GANGI PHILIP	6,000	$ 420.00
511-496	GANGI PHILIP	7,036	$ 492.52
511-498	GANGI PHILIP	2,409	$ 168.63
511-500	SCOTT CLYDE C III	3,585	$ 250.95
511-501	SAYLE LUBE II LLC	4,915	$ 344.05
511-502	SAYLE LUBE II LLC	-	$ -
511-504	HIGLEY JORDAN & DANIELLE REV TRUST	4,460	$ 312.20
511-504-2	VANDER KOLK PROPERTIES	6,301	$ 441.07
511-508	MAYWOOD MART TEI EQUITIES LLC	7,000	$ 490.00
511-510	MAYWOOD MART TEI EQUITIES LLC	99,340	$ 6,953.80
511-514	MAYWOOD MART TEI EQUITIES LLC	3,158	$ 221.06
511-514-1	MAYWOOD MART TEI EQUITIES LLC	3,275	$ 229.25
511-518	DMG REAL ESTATE HOLDINGS	2,370	$ 165.90
511-520	SHARMA DILIPKUMAR & ANILKUMAR	2,156	$ 150.92
511-524	MAYWOOD MART TEI EQUITIES LLC	3,932	$ 275.24
511-537-1	MATHEOS3 PROPERTIES LLC	2,194	$ 153.58
511-537-10	M & R REAL ESTATE LLC	1,625	$ 113.75
511-537-11	UNIVEST	8,776	$ 614.32
511-537-12	PAR PROPERTY INV GRP	963	$ 67.41
511-537-2	MATHEOS3 PROPERTIES LLC	1,474	$ 103.18
511-537-3	WITT CHARLES W & LYNN F	869	$ 60.83
511-537-4	RWMA INC	1,462	$ 102.34
511-537-5	OAKRIDGE PROPERTIES LLC	2,600	$ 182.00
511-537-6	LPR LLC	1,896	$ 132.72
511-537-7	EVANS AGENCY INC	2,600	$ 182.00
511-537-8	DOBY CLINTON L & PHYLLIS	2,303	$ 161.21
511-537-9	L M SQUARE PROPERTY LLC	2,650	$ 185.50
511-538	LEFLEUR JD LLC & LEFLEUR SD LLC	34,822	$ 2,437.54
511-538-1	STRS MARK LLC	3,875	$ 271.25
511-539	FIRST INVESTMENT COMPANY	-	$ -
511-539-1	LEGACY INVESTMENTS LLC	8,286	$ 580.02
511-539-2	FIRST INVESTMENT COMPANY	-	$ -
511-540	REFORMED THEOLOGICAL SEMINARY	26,028	$ -
511-540-2	SOUTHERN CHRISTIAN PROPERTIES LLC	31,761	$ -
511-540-3	WWW RENTAL LLC	11,840	$ 828.80
511-541	HOLLINGSWORTH REAL ESTATE TRUST	6,640	$ 464.80
511-586	NORTHSIDE DRIVE REALTY LLC	23,000	$ 1,610.00
511-588	HOOD JERRY W SR	2,880	$ 201.60
511-588-1	BKNT PROPERTIES LLC	9,024	$ 631.68
511-589	WAFFLE HOUSE INC	1,890	$ 132.30
511-600	VILLAGE RESORTS LLC	12,042	$ 842.94

511-600-1	MUTHANA NOAH	11,959	$ 837.13
511-602	CORDOVA VENTURES LLC	7,062	$ 494.34
511-604	SRI GANPATI GANESH LLC	20,000	$ 1,400.00
511-608	STOKES KEITH I	4,678	$ 327.46
511-609	STOKES KEITH I & TRIPLETT MELISSA	3,708	$ 259.56
511-610	EGO3 MANAGEMENT LLC	4,051	$ 283.57
511-612	HINDS COUNTY	28,269	$ -
511-620	MIDTOWN PARTNERS INC	25,295	$ 1,770.65
511-622	IGLESIA CRISTIANA CASA DE DIOS INC	5,598	$ -
511-630	RENASANT BANK	-	$ -
511-630-2	DUNCAN DONALD H	-	$ -
511-636	550 GULF LINE INVESTORS LLC	59,989	$ 4,199.23
535-470-2	HIGHLAND PLAZA LLC	71,757	$ 5,022.99
535-470-3	SCOTT JOE T & PATRICIA P	-	$ -
535-470-4	SCOTT JOE T & PATRICIA P	-	$ -
535-470-6	STATE OF MISS	-	$ -
535-480	HIGHLAND BLUFF NORTH LLC	63,646	$ 4,455.22
535-492	HIGHLAND BLUFF NORTH LLC	19,856	$ 1,389.92
535-494	BOSS PROPERTIES JACKSON LLC	7,600	$ 532.00
535-554	SINGH PETRO I LLC	4,948	$ 346.36
535-560	WARREN WILLIAM W SR FAM TRUST	7,396	$ 517.72
535-561	WARREN WILLIAM W SR FAMILY TRUST	3,936	$ 275.52
535-562	WARREN WILLIAM W SR FAMILY TRUST	1,783	$ 124.81
535-564	YE OLDE LAMP SHOPPE LTD	6,805	$ 476.35
535-565	OFFICE PARK INVESTMENTS LLC	1,733	$ 121.31
535-566	BKH PROPERTY LLC	1,733	$ 121.31
535-600	HIGHLAND VILLAGE PROPERTIES LLC	228,151	$ 15,970.57
542-102	LELIA COMMUNITY BUILDER LLC	2,917	$ 204.19
542-104	LEDBETTER LONNIE R & BILLIE W EST	2,250	$ 157.50
542-106	LELIA MANAGEMENT LLC	4,649	$ 325.43
542-106-1	LELIA MANAGEMENT LLC	-	$ -
542-110	HUMBLE ALPHA S REV TRUST	2,395	$ 167.65
542-112	LITCHFIELD CARLYLE LLC	17,831	$ 1,248.17
542-120	RICHARDSON CHRISTINE B	35,000	$ 2,450.00
542-126	BROOKING VENTURES LLC	14,980	$ 1,048.60
542-130	BOOKING VENTURES LLC	-	$ -
542-132	CANOPY CHILDRENS SOLUTIONS	11,250	$ -
542-134	THOMPSON J Z LLC	2,579	$ 180.53
542-136	G S & S LLC	3,397	$ 237.79
542-138	CAPITOL MAGNOLIA LLC	-	$ -
542-140	CAPITOL MAGNOLIA LLC	2,950	$ 206.50
542-142-1	ROOTED REAL EST HOLDINGS LLC	13,617	$ 953.19
542-150	ROOTED REAL EST HOLDINGS LLC	-	$ -
542-156	LAKELAND SOUTH COMM BUILDER LLC	2,190	$ 153.30
542-2	TERRA HOLDINGS	2,833	$ 198.31
542-20	LELIA LOFTS LLC	22,281	$ 1,559.67
542-200	ROOTED REAL EST HOLDINGS LLC	-	$ -

542-202	CAPITOL MAGNOLIA LLC	2,300	$ 161.00
542-204	CAPITOL MAGNOLIA LLC	2,495	$ 174.65
542-206	MOORE WESLEY A LIFE EST	2,029	$ 142.03
542-210	PEARL RIVER PROPERTIES LLC	-	$ -
542-211	COMBEST CASEY L & RYEN L	2,612	$ 182.84
542-220	SIMS RONALD J	2,275	$ 159.25
542-221	CAPITOL MAGNOLIA LLC	3,436	$ 240.52
542-222	LELIA LLC	13,421	$ 939.47
542-223	CAPITOL MAGNOLIA LLC	8,857	$ 619.99
542-224	CAPITOL MAGNOLIA LLC	9,648	$ 675.36
542-225	CARTER JOE J & DOROTHY G REV TRUST	3,136	$ 219.52
542-225-1	CARTER JOE J & DOROTHY G REV TRUST	3,136	$ 219.52
542-226	SUMRALL OIL SERVICES INC	-	$ -
542-228	SUMRALL OIL SERVICES INC	4,242	$ 296.94
542-230	CAPITOL MAGNOLIA LLC	4,640	$ 324.80
542-232-1	TANN REBECCA N	4,730	$ 331.10
542-234	LELIA HOLDINGS LLC	22,217	$ 1,555.19
542-242	CAPITOL MAGNOLIA LLC	4,762	$ 333.34
542-243	DEEL PROPERTIES LLC	1,399	$ 97.93
542-26	CAPITOL MAGNOLIA LLC	6,727	$ 470.89
542-28	CAPITOL MAGNOLIA LLC	3,476	$ 243.32
542-280	CTR PARTNERSHIP LP	31,278	$ 2,189.46
542-282-2	TWO HOYT HOLDINGS LLC	2,956	$ 206.92
542-30	CAPITOL MAGNOLIA LLC	100	$ 7.00
542-32	CAPITOL MAGNOLIA LLC	19,077	$ 1,335.39
542-34	CAPITOL MAGNOLIA LLC	2,770	$ 193.90
542-36	CAPITOL MAGNOLIA LLC	16,130	$ 1,129.10
542-401	GRIFFIN DEBRA L	2,462	$ 172.34
542-405	GAINES SHARI S & PHILIP W	2,361	$ 165.27
542-4-1	CAPITOL MAGNOLIA LLC	9,044	$ 633.08
542-42	CAPITOL MAGNOLIA LLC	12,838	$ 898.66
542-50	RICHARDS CHRISTINE B	31,927	$ 2,234.89
542-54	CANOPY CHILDRENS SOLUTIONS	13,315	$ -
542-54-1	CANOPY CHILDRENS SOLUTIONS	-	$ -
542-56	CANOPY CHILDRENS SOLUTIONS	-	$ -
542-58	CANOPY CHILDRENS SOLUTIONS	-	$ -
542-60	PYRON REAL ESTATE LLC	-	$ -
542-62	PYRON REAL ESTATE LLC	2,457	$ 171.99
542-64	COMMUNITY BANK OF MISS	4,554	$ 318.78
542-68	STRS TEETH LLC	2,091	$ 146.37
542-72	MAGNOLIA DERMATOLOGY HOLDINGS LLC	6,188	$ 433.16
542-72-1	CADENZA PROPERTIES LLC	5,335	$ 373.45
542-72-2	GULF SOUTH CAPITAL INC	6,101	$ 427.07
542-8	MS CHILDRENS HOME SOCIETY INC	15,807	$ -
585-400	RIVER HILLS CLUB OF JACKSON INC	22,928	$ 1,604.96
585-430	BRIDGES W PARHAM JR	25,870	$ 1,810.90
585-430-1	WPB PROPERTIES LLC	8,389	$ 587.23
585-430-2	HERRON COMPANY LLC	11,994	$ 839.58
585-430-3	RIVER HILLS CLUB OF JACKSON INC	-	$ -

590-100	SIMMONS HEBER JR & YOUNG JOSEPH S	11,000	$ 770.00
590-101	THOMPSON WILLIAM I S ET AL	-	$ -
590-102	LITCHFIELD CARLYLE LLC	20,468	$ 1,432.76
590-103	CRANE RIDGE PROPERTIES LLC	12,718	$ 890.26
590-103-1	AI INVESTMENTS LLC	17,210	$ 1,204.70
590-104	2688 PARTNERS	15,803	$ 1,106.21
590-104-1	THOMASTOWN PROPERTIES LLC	14,188	$ 993.16
590-105	QUARTER LAKELAND LLC	-	$ -
590-105-1	TQL HOLDINGS LLC	-	$ -
590-105-4	1836 CRANE RIDGE DR LLC	2,800	$ 196.00
590-2	MISS POWER & LIGHT CO	-	$ -
590-20-1	BRIDGES W P GRANDCHILDRENS TRUST	-	$ -
590-20-2	BRIDGES W P JR	9,817	$ 687.19
590-2-1	TQL HOLDINGS LLC	500	$ 35.00
590-22	TQL HOLDINGS LLC	-	$ -
590-22-1	TQL HOLDINGS LLC	155,708	$ 10,899.56
590-56-1	SULLIVAN BRYAN T	4,183	$ 292.81
590-56-2	BARNETT JUDITH P A	4,931	$ 345.17
590-57-1	JACKSON FLORENCE OFFICES LLC	2,522	$ 176.54
590-57-2	RIVER RIDGE LLC	-	$ -
590-57-3	RIVER RIDGE LLC	-	$ -
590-57-4	RIVER RIDGE LLC	-	$ -
590-57-5	RIVER RIDGE LLC	-	$ -
590-58-1	LEGACY ONE INVESTMENTS LLC	2,950	$ 206.50
590-58-2	REDIRECTION CHURCH MINISTRIES	6,542	$ -
590-58-3	LEGACY ONE INVESTMENTS LLC	-	$ -
590-59	ASSOCIATED GEN CONTRACTORS OF MS	-	$ -
590-59-1	ARBA EXPRESS LLC	5,355	$ 374.85
590-59-2	LOOP INVESTMENTS LLC	4,170	$ 291.90
590-59-3	ARBA EXPRESS LLC	3,070	$ 214.90
590-60-1	JWRBR PROPERTIES LLC	8,000	$ 560.00
590-60-10	POWELL RICHARD & JASMINE	1,880	$ 131.60
590-60-11	7 LAKELAND CIRCLE LLC	7,810	$ 546.70
590-60-12	STEPHENS ELIZABETH R	1,970	$ 137.90
590-60-13	BARKLEY HAROLD J JR REV TRUST	3,248	$ 227.36
590-60-14	NIXLUX PROPERTIES LLC	4,363	$ 305.41
590-60-15	MALLEY HOLDINGS LLC	1,997	$ 139.79
590-60-16	SWW PROPERTIES LLC	4,333	$ 303.31
590-60-17	DMG REAL EST HOLDINFS SBC LLC	-	$ -
590-60-18	DMG REAL EST HOLDINGS SBC LLC	1,822	$ 127.54
590-60-19	LITCHFIELD CARLYLE LLC	-	$ -
590-60-2	LAKELAND PLAZA LLC	5,444	$ 381.08
590-60-22	PEARL RIVER BASIN DEV DIST	-	$ -
590-60-25	BARNETT JUDITH P A	-	$ -
590-60-28	H M PROPERTIES LLC	4,488	$ 314.16
590-60-3	CHANDLER MENTAL HEALTH LLC	10,971	$ 767.97
590-60-4	KIRKLAND CHILDRENS IRREV TR ET AL	-	$ -

590-60-5	MUNOZ RAMIRO	-	$ -
590-60-6	MUNOZ RAMIRO	2,889	$ 202.23
590-60-7	STRS CIRCLE LLC	4,092	$ 286.44
590-60-8	STRS CIRCLE LLC	9,000	$ 630.00
590-60-9	SANDSTONE LEGACY PROPERTIES LLC	4,180	$ 292.60
590-61	LAKELAND 1935 LLC	16,106	$ 1,127.42
590-61-1	RIVER RIDGE LLC	-	$ -
590-62	JACKSON REDEMPTION LLC	5,434	$ 380.38
590-63	RM 1919 LLC	14,871	$ 1,040.97
590-64	BROOKWOOD-LAKELAND JACKSON LLC	-	$ -
590-64-1	RIVEROAK INVESTMENT GROUP	-	$ -
590-65	ASSOCIATED GENL CONTR OF MISS INC	6,013	$ 420.91
590-65-1	TINNIN CARPETS & INTERIORS INC	6,980	$ 488.60
590-66	JWRBR PROPERTIES LLC	13,200	$ 924.00
590-66-1	JWRBR PROPERTIES LLC	20,128	$ 1,408.96
590-66-2	DOTY JUANITA S FOUNDATION INC	3,256	$ 227.92
590-66-3	HP DUNBARTON LLC	7,925	$ 554.75
590-67	WESTWOOD SQUARE PROFIT SHARING PLAN	9,667	$ 676.69
590-67-1	BROWN TIMOTHY L	9,900	$ 693.00
590-81	CRANE RIDGE OFFICE BUILDING LLC	9,373	$ 656.11
590-84	FERG PROPERTIES LLC	3,810	$ 266.70
590-86-1	SELMA PROPERTIES LLC	2,233	$ 156.31
590-86-2	SELMA PROPERTIES LLC	875	$ 61.25
590-86-3	SELMA PROPERTIES LLC	2,209	$ 154.63
590-86-4	SELMA PROPERTIES LLC	2,134	$ 149.38
590-86-5	SELMA PROPERTIES LLC	2,032	$ 142.24
590-86-6	SELMA PROPERTIES LLC	875	$ 61.25
590-89	MATTIACE T ANDREW & WALKER VICTORIA	6,319	$ 442.33
590-90	WEATHERLY WALLACE W II	4,190	$ 293.30
590-92-1	HOME OPTIONS LLC	16,097	$ 1,126.79
		3,510,684	$ 223,198.85

Vice President Parkinson moved adoption; **President Hartley** seconded.

Yeas – Brown-Thomas, Foote, Grizzell, Hartley and Parkinson.
Nays – None.
Absent – Clay and Stokes.

Note: Council Member Stokes left the meeting during the discussion.

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ORDER ADOPTING THE DEPARTMENT OF REVENUE'S UNIFORM ASSESSMENT SCHEDULE FOR THE ASSESSMENT, CALCULATION, AND COLLECTION OF AD VALOREM TAXES ON MOTOR VEHICLES FOR THE CITY OF JACKSON AND THE JACKSON MUNICIPAL SEPARATE SCHOOL DISTRICT FOR THE YEAR 2026-2027, IS READY AND OPEN FOR INSPECTION AS CONSIDERED, EXAMINED, CORRECTED, AND EQUALIZED, SUBJECT TO THE RIGHT OF TAXPAYERS TO BE HEARD ON ALL OBJECTIONS MADE BY THEM IN WRITING AT A MEETING OF THE

COUNCIL COMMENCING JULY 31, 2026, AND SUBJECT TO CHANGES AND CORRECTIONS BY THE COUNCIL AS AUTHORIZED BY LAW.

WHEREAS, Section 112 of the Mississippi Constitution of 1890 mandates that taxation shall be uniform and equal throughout the State and that all property not exempt from ad valorem taxation shall be taxed at its assessed value; and

WHEREAS, pursuant to Mississippi Code § 27-51-15 "[m]motor vehicles shall be assessed uniformly according to value, and such assessed value shall be determined by an assessment schedule which shall be prepared and made of minute record by the state tax commission and shall be certified . . .. to the mayor or the presiding officer of the municipal boards of the various municipalities, and municipal separate school districts of the state, in care of the clerk of said respective boards, as the official motor vehicle assessment schedule which shall be used by the proper officials of both respective jurisdictions in assessing motor vehicle ad valorem taxes for the ensuing fiscal year"; and

WHEREAS, Mississippi Code § 27-51-21 requires the City Council of Jackson, Mississippi, to examine and consider the motor vehicle assessment schedule and adopt an order on the minutes that such motor vehicle assessment schedule is ready and open for inspection and examination by any interested taxpayer; and

WHEREAS, within fifteen (15) days, the governing authorities must reconvene in a meeting to hear and take action on any complaint filed in writing objecting to and petitioning for a specified reduction on any portion or portions of the assessment schedule affecting the complainant directly. The governing authorities must continue in session from day to day until all such objections and petitions have been heard and action has been taken thereon; and

WHEREAS, the Department of Administration recommends that the governing authority adopt the Uniform Assessments Schedule for Special Equipment, Semi-Trailers, Concession Trailers, Utility Trailers, Boat Trailers, Horse and Stock Trailers for Fiscal Year 2026-2027 for inspection, as provided by the Mississippi Department of Revenue, attached hereto as Exhibit A and incorporated fully herein by reference as if included in the text of this order, subject to the right of property owners to protest and object.

IT IS, THEREFORE, ORDERED that the Motor Vehicle Ad Valorem Tax Assessment Schedule is ready and open for inspection and exemption subject to the rights of citizens and property owners to object and protest thereto.

IT IS, FURTHER ORDERED that the Municipal Clerk is hereby authorized and directed to give notice thereof by publication in the Mississippi Link, a newspaper of general circulation in the City of Jackson, Mississippi, one time on July 23, 2026, the publication of which must be made no more than fifteen (15) days prior to the special meeting of the Council to be held on July 31, 2026, notifying the public and taxpayers of the City of Jackson and of the Jackson Municipal Separate School District that the said motor vehicle ad valorem tax assessment schedule for the year 2026-2027, and the valuation therein set forth has been considered and approved by the Council, and is now ready for inspection and examination by the public.

IT IS, FURTHER ORDERED that any objection to the valuation set forth and contained in said assessment schedule must be filed in writing with the Municipal Clerk at City Hall located at 219 S. President Street in Jackson, Mississippi, on or before 10:00 a.m. on July 31, 2026 at which time the Council will convene in a special session and commence hearing and considering objections, if any, to the said schedule and the valuation contained therein, and will continue hearing from day to day thereafter until all taxpayers and parties in interest who have filed written objections to any of the said valuations contained in said schedule have been heard and such objections have been disposed of in the manner approved by law.

Council Member Brown-Thomas moved adoption; **Vice President Parkinson** seconded.

Yeas – Brown-Thomas, Foote, Grizzell, Hartley and Parkinson.
Nays – None.
Absent – Clay and Stokes.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE FIRST AMENDMENT TO CONSULTANT AGREEMENT BETWEEN CITY OF JACKSON, MISSISSIPPI AND SYSTEMS CONSULTANTS ASSOCIATES, INC. TO PROVIDE BUDGET AND PERFORMANCE ASSISTANCE AND CONSULTATION IN THE DEVELOPMENT OF THE FISCAL YEAR 2026-2027 BUDGET AND IN THE IMPLEMENTATION OF CERTAIN KEY PERFORMANCE INDICATORS IN CITY.

WHEREAS, Systems Consultants Associates, Inc. (Contractor or SCA) 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 previously engaged 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, the prior Agreement between the parties was executed by SCA on September 3, 2025 and by Mayor John A. Horhn on September 4, 2025, and was approved by a majority vote of the City Council at a regular meeting held on September 23, 2025.

WHEREAS, the First Amendment to the 2025 Agreement makes the following changes:

Scope of Services

The Scope of Services for the 2025 Agreement was for SCA to assist in the development of the budget for the FY2025-26 fiscal year and to work with 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.

Pursuant to this First Amendment, SCA further agrees to provide equivalent budgeting services for the FY2026-27 fiscal year. SCA also agrees to provide services to implement the KPI it previously assisted with developing for the designated departments.

Scope of Work

The Scope of Work for the 2025 Agreement included SCA providing services as needed by COJ and in consultation with the Chief Financial Officer of the City to meet with departments, determine budget needs and available funding, and to assist in developing the City's budget for the 2025-26 fiscal year budget. SCA also agreed to be available during presentation to and approval by the City Council of the budget.

The Scope of Work also included working with COJ-designated staff to develop a formal KPI reporting process and assist in reviewing departments' presentations of their respective KPIs, as directed by the Mayor or his designee.

Pursuant to this First Amendment, SCA further agrees to provide equivalent services for the 2026-27 fiscal year, with a focus on implementing KPI and a reporting process for KPI.

Term

The Term of the 2025 Agreement was for a period of twelve (12) months commencing on the date of Council ratification, which was September 23, 2025.

Pursuant to this First Amendment, the Term is extended until September 30, 2027, or when the "not to exceed" amount (as amended) is reached.

Compensation

Pursuant to the 2025 Agreement, SCA was to be compensated for work performed at a rate of 250.00/hour up to $2,000/per day. The total fees to be paid by COJ were not to exceed $50,000.00. SCA could also bill COJ 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), and so long as the expenses were authorized in writing by COJ prior to incurring said expenses.

Pursuant to this First Amendment, the same terms will apply, except that the total compensation for services added in this First Amendment will not exceed $50,000.00. Likewise, actual out-of-pocket expenses preapproved in writing for services added will not exceed $5,000.00.

Other Provisions Adopted

With the exception of the changes expressly described by this First Amendment, all terms, conditions, and provisions of the 2025 Agreement are expressly re-adopted and continued through the term of the First Amendment, each as if expressly restated.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the First Amendment to the 2025 Consulting Agreement with Systems Consultants Associates, Inc., pursuant to the terms outlined in this Order.

Vice President Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Foote, Hartley and Parkinson.
Nays – Grizzell.
Absent – Clay and Stokes.

* * * * * * * * * * * * * *

ORDER AUTHORIZING THE RENEWING OF WORKER'S COMPENSATION COVERAGE WITH CAROLINA CASUALTY INSURANCE COMPANIES OBTAINED THROUGH THE EVANS AGENCY FOR THE PERIOD AUGUST 1, 2026 THROUGH AUGUST 1, 2027.

WHEREAS, the City of Jackson is statutorily required to have Worker's Compensation Insurance coverage for all employees; and

WHEREAS, the Evans Agency has been servicing the City of Jackson's worker's compensation coverage since 2017; and

WHEREAS, the Risk Management Division received a proposal for the renewal of the coverage from The Evans Agency on behalf of Carolina Casualty Insurance companies to provide specific workers' compensation coverage for employees of the city of Jackson during the period August 1, 2026 to August 1, 2027, with a deposit premium of $343,091.00; and

WHEREAS, the total annual premium for August 1, 2026 to August 2027 period will be $1,715,455.00 including the initial deposit premium; and

WHEREAS, the policy will cover workers' compensation claims involving all employees for the City of Jackson; and

WHEREAS, the policy is a commercial "first dollar" policy wherein all costs, expenses, wages and fees will be paid by Carolina Casualty Insurance Companies. Therefore, no additional fees and/or SIR amounts will be paid by the City of Jackson or to Carolina Casualty Insurance Companies other than the premium installments; and

WHEREAS, the City of Jackson will pay an initial down payment of $225,170.00; and

WHEREAS, the remaining premium of $1,372,364.00 be will be paid in monthly installment based on monthly payroll and will not exceed the sum of $1,372,364.00;

WHEREAS, the best interest of the City of Jackson would be served by authorizing the renewal of the workers compensation coverage proposed by The Evan Agency and the carrier Carolina Casualty based on the premium reduction.

IT IS HEREBY ORDERED that the renewal proposal of The Evans Agency and Carolina Casualty Insurance Companies to provide specific workers' compensation coverage for employees of the City of Jackson during the period of August 1, 2026 to August 1, 2027 be accepted.

IT IS, HEREBY ORDERED that an initial premium payment of $343,091.00 may be paid.

IT IS, HEREBY ORDERED that the remaining premium of $1,372,364.00 may be paid in monthly installments based on monthly payroll.

IT IS, HEREBY ORDERED that coverage with Carolina Casualty Insurance company may be renewed annually provided the premiums are the same or lower if mutually agreeable to both parties.

IT IS, FURTHER ORDERED that the Mayor or his designee be authorized to execute the necessary documents to bind the proposed insurance coverage.

Council Member Brown-Thomas moved adoption; **President Hartley** seconded.

Yeas – Brown-Thomas, Foote, Grizzell, Hartley and Parkinson.
Nays – None.
Absent – Clay and Stokes.

* * * * * * * * * * * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH THE CWA LOCAL 3511.

WHEREAS, the City of Jackson, Mississippi, and the CWA Local 3511 (hereinafter referred to as the "Union") recognize that the welfare and the best interest of the parties will be served by orderly procedures for the City and the Union to operate in good faith; and

WHEREAS, the City recognizes the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment for certain positions listed in Appendix A, excluding sworn personnel for the Jackson Fire and Police Department; and

WHEREAS, subject to the legal right and authority of succeeding administrations to repudiate the agreement, this agreement shall be in effect for a period of two (2) years commencing on the first day the Council authorizes execution by the Mayor and terminating at 11:59 p.m. on the second (2nd) anniversary of the Council's approval; and

WHEREAS, a copy of the proposed agreement between CWA Local 3511 and the City of Jackson is attached hereto and incorporated herein by reference; and

WHEREAS, the City and the Union shall make reasonable efforts to meet quarterly, after the effective date of this agreement, to discuss issues affecting the bargaining unit; and

WHEREAS, this agreement shall be governed and construed according to the Constitution and laws of the United States, the State of Mississippi, and the City of Jackson, Mississippi; and

WHEREAS, the City of Jackson will provide the Union on or before the 20th of each month, a list of its new hires who are eligible for membership in the bargaining unit; and

WHEREAS, the governing authority finds that if any provision of the agreement conflicts with applicable federal and state laws, then the invalid or unenforceable provision shall not render the entire agreement null and void. The agreement shall remain valid and operable, but for the unenforceable or invalid provision.

IT IS, THEREFORE ORDERED, that the Mayor is authorized to execute the agreement between CWA Local 3511 and the City of Jackson as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment for certain positions for a period of

two (2) years commencing on the first day the Council authorizes execution by the Mayor and terminating at 11:59 p.m. on the second (2nd) anniversary of the Council's approval.

IT IS FURTHER ORDERED that if any provision of this agreement is found to be invalid, unenforceable, or unlawful, then the invalid or unenforceable provision shall not render the entire agreement null and void. The agreement shall remain valid and operable, but for the unenforceable or invalid provision.

AGREEMENT BETWEEN

CWA LOCAL 3511

and

CITY OF JACKSON, MISSISSIPPI

Authorized by the Jackson City Council
On _____, 2026

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ARTICLE 1
Recognition

The CITY of JACKSON, MISSISSIPPI, hereinafter referred to as the "City" and CWA LOCAL 3511, hereinafter referred to as the "Union," recognizing that the welfare and the best interest of the City of Jackson and the Union will be served by procedures which provide for an orderly method for the City and the Union to bargain in good faith matters of common interest, do hereby agree as follows:

The City of Jackson (City) recognizes CWA (Union) as the exclusive bargaining representative for wages, hours and other terms and conditions of employment for those employees who are employed in positions listed in Appendix A (Sworn personnel of the Fire and Police Department excepted).

ARTICLE 2
Communication

2.01 Party Representatives

A. The City agrees that it will communicate only with authorized representatives designated by the Union on matters requiring mutual consent and official action. The Union agrees to provide to the City a written list of the names, addresses and telephone numbers of its' authorized representatives. If an authorized representative is substituted, the Union agrees to provide written notice of the substitution to the City.

B. The Union agrees that it will communicate only with the authorized representatives of the City on matters requiring mutual consent or official action by the governing authorities.

2.02 Joint Dialogue

A. The City and the Union shall make reasonable efforts to meet quarterly, after the effective date of this agreement, to discuss issues affecting the bargaining unit.

ARTICLE 3
General Provisions

3.01 General Contract Provisions

A. Governing law and construction – This agreement shall be governed and construed according to the Constitution and laws of the United States, the State of Mississippi and the City of Jackson, Mississippi.

B. Severability – If any provision of this agreement is held to be invalid, unenforceable, or unlawful by a court of competent jurisdiction, then the invalid or unenforceable provision shall not render the entire agreement null and void. The agreement shall remain valid and operable but for the unenforceable or invalid provision.

C. Modification – No change, rescission, alteration or modification of this agreement, in whole or in part, shall be valid unless both parties mutually agree and the same is ratified by the City and the Union in writing.

D. Notices – All notices required or permitted shall be in writing and delivered either electronically or by express or certified mail to the parties as follows:

CWA LOCAL 3511
760 N West Street
Suite B
Jackson, MS 39202

Telephone:601-944-0602

CITY OF JACKSON
Office of the Mayor
219 S President Street
P.O. Box 17
Jackson, MS 39205
Telephone:601-960-1084
Fax:601-960-2193

E. Force Majeure – This agreement is subject to force majeure. If either party is precluded from performing its obligations hereunder due to force majeure, it shall be relieved of its obligations hereunder to the extent provided. A force majeure for purposes of this agreement is any unexpected event which critically affects a party's ability to comply with the provisions of the agreement.

ARTICLE 4
Non-Discrimination

4.01 Non-Discrimination

A. Employees within the bargaining unit shall not be subject to harassment, intimidation, discipline or other adverse actions by the City or the Union based upon a decision to participate or not participate in Union activity.

B. The City and the Union will not discriminate against employees within the bargaining unit because of race, color, sex, age, national origin, disability, religion, marital status, sexual orientation, veteran's status, union membership or non-membership, party affiliation or other category protected by law.

ARTICLE 5
Union Rights

5.01 Union Rights

A. The Union shall be entitled to submit to the City of Jackson appropriate documents authorizing the deduction of Union membership dues from the compensation and earnings of bargaining unit members.

B. The Union shall be entitled to install one bulletin board in each city building or facility where the City maintains an employee bulletin board. The bulletin board shall be provided by the Union and installed at the expense of the Union.

C. The Union may retrieve from the City of Jackson's website a copy of the official City Council agenda when posted by the municipal clerk.

D. The City will provide to the Union once yearly the name and home address of all current employees of the City, who have authorized the release of their information, within the bargaining unit upon request.

E. Union stewards shall be allowed reasonable time off without loss of pay during their regular shift hours for investigation of grievances pursued through the Union grievance process. The investigation of grievances by Union stewards shall not be conducted in greater than two (2) hour increments per day. The Union agrees to guard against the use of excessive time for such activities, which are authorized by this agreement. The Union steward will provide advance notice to his/her supervisor to allow planning arrangements to enable the Union steward time off for investigative activity. Grievance investigations conducted before or after the normal working hours will not be included in hours worked or overtime calculation.

F. The City of Jackson will provide the Union on or before the 20th of each month, a list of its' new hires who are eligible for membership in the bargaining unit. The Union will also have access to a registration table during the City's annual open enrollment. The Union will be allowed to staff the table with two (2) persons. The Union understands and agrees that access to a

registration table is being allowed in order to allow employees to voluntarily visit the table and receive information concerning the Union and register if desired. No employee shall be compelled or coerced into visiting the registration table and employees shall not be directly solicited.

G. The Union shall be allowed to make workplace visits to departments in order to provide employees the opportunity to receive information concerning the Union and register, if desired. The Union will work with management to select a location that does not interfere with work operations in the department, generally a common area, break room or areas agreed to by City Administration. Employees may engage with Union representatives during their rest periods. No employee shall be compelled or coerced into meeting with Union representatives. The parties understand and agree that access to this information is voluntary.

H. The Union will select Union stewards from the bargaining unit. The Union will provide the names, addresses, phone numbers, departments and positions held of its stewards to the City on or before January 1 of each year. The Union shall be responsible for informing its membership of the individuals serving as stewards.

I. Authorized representatives of the Union will be excused from work without pay whenever reasonable notice is given to the City by the President of CWA Local 3511.

J. During an investigatory interview between a representative of the City and an employee within the bargaining unit, the employee may request a Union representative if one is available within thirty (30) minutes. If a Union representative is not available within thirty (30) minutes, then the employee may select one (1) individual of his/her choosing who is employed and assigned to the work site to observe the interview. The person selected shall observe only and not interfere in the conducting of the interview. The City and the employee may record the interview with notice. Nothing in this provision shall be construed as providing employees the rights and protections of the Weingarten Act.

ARTICLE 6
Work Schedules

6.01 Work Hours

A. The regular scheduled workweek of the employees is defined by the hours established by the City. The employees' hours of work excluding unpaid meal periods will consist of the number of hours set forth by management.

B. All full-time employees shall be provided up to one hour off work with no pay each day for a meal period. When employees are required by the City to perform actual job duties during a meal period, the City shall not be required to compensate the employee for the first eight (8) minutes of the meal period. *(See Fair Labor Standards Act (FLSA) De Minimis Rule 402 attached as Appendix B)*

C. All full-time employees shall be granted two (2) fifteen (15) minute paid rest periods; one during the first portion of their work shift prior to the meal period and one after the meal period. The fifteen (15) minute rest period will not be taken immediately before or immediately after the meal period to extend the one (1) hour unpaid meal period. Employees who work a partial day shall be provided one fifteen (15) minute paid rest period for each four (4) hours worked. If employees opt not to utilize such rest periods, the City shall not be deemed to have violated this section. Employees shall not have the right to accrue or otherwise utilize rest periods to alter their work schedule.

D. When an employee is required by the Supervisor, Department Director, or the City to attend job-related training, such time spent in training shall be considered hours worked. Meal periods shall not be included as hours worked. If the time spent in training alone is less than the employee's regularly scheduled hours of work for the day, the employee shall contact his/her immediate supervisor to determine whether it is practical for the employee to report before or after the scheduled training.

E. An employee's work schedule will not be changed arbitrarily, and the employee will be given reasonable notice, where practical, consistent with the City's workforce planning. Ten (10) working days will be deemed reasonable notice, excluding emergencies, disasters, and catastrophic events.

F. Employees will neither be docked pay nor be paid overtime for the first eight (8) minutes before or after starting and stopping work times. Punctual and consistent attendance is a condition of employment and employees are expected to be at their workstations and prepared to work at the appointed start time. Therefore, the mere fact that an employee's compensation will not be docked for the first eight (8) minutes of reporting time does not mean that the City is prohibited from taking appropriate disciplinary action for tardiness.

ARTICLE 7
Call-In/Call-Out

7.01 Call-In/Call-Out

A. When an employee is contacted after regular work hours to report to work (workplace/worksite); and if the number of hours worked in a work week exceed forty (40) hours, the employee will accrue compensatory time in accordance with the City's Compensatory Time Policy.

ARTICLE 8
Holidays and Leave Accrual Policy

8.01 Holidays

A. City offices will be closed in recognition of ten (10) holidays each year. The list of holidays may be amended at any time by the Governor or municipal governing authority. All regular full-time employees will be paid for holidays according to the number of hours each is normally scheduled to work on the day on which the holiday falls.

B. All regular part-time employees will be paid for holidays according to the number of hours each is scheduled to work on the holidays. When a holiday falls on Sunday, the following Monday will be observed and when a holiday falls on Saturday, the preceding Friday will be observed. Holidays are observed from 12:00 a.m. (midnight) on the eve of the holiday to 12:00 a.m. (midnight) the day of the holiday.

C. Employees who are required to work on a holiday will be granted a compensatory day at the straight time rate for each holiday they are required to work, or if non-exempt; may be paid for the holiday at the straight time rate. Holiday pay does not count as hours worked for calculation of overtime. In order to receive pay for an observed holiday, employees must not have been absent without authorized leave either on the workday before or after the holiday.

D. The City of Jackson observes the following holidays:

January 1	New Year's Day
The Third Monday of January	Dr. Martin Luther King Jr.'s Birthday
The Third Monday of February	President's Day
The Last Monday of May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
The First Monday of September	Labor Day
November 11	Veteran's Day
Last Thursday of November	Thanksgiving
December 25	Christmas Day

8.02 Personal Leave

A. City employees shall earn annual personal leave benefits on a pro-rated basis and credited to the leave bank of municipal employees during the employee's respective payroll cycle and according to the length of service. Personal benefits are not earned during any period of an unpaid leave of absence, for any time worked beyond the employee's regular shift assignment in a pay period.

B. Annual leave must be approved by the employees' supervisor and is considered leave without pay if approval is not given. The approval of vacation schedules shall be arranged considering both the desire of the employees and the department workload. The City shall try to accommodate employees' choices, but the City reserves the right to schedule vacation to meet operational needs. Taking leave without prior approval may result in discipline, up to and including termination.

C. There is no limit to the accumulation of annual leave. Upon termination of employment, employees shall be paid for not more than 240 hours of accumulated annual leave and all other unused annual leave shall be counted as creditable service for purposes of the Public Employee Retirement System (PERS).

D. The beneficiaries of employees who have died with unused vacation leave shall receive payment of all accumulated vacation leave, not to exceed the amount of 240 hours.

E. Personal leave will accrue as indicated below:

Personal Leave (Vacation)

CONTINUOUS SERVICE	ACCURAL RATE (Monthly)	ACCURAL RATE (Annually)
½ month to 3 years		
8 Hour Employee	12 hours	18 days
12 Hour Employee	14 hours	21 days
24 Hour Employee	18 hours	27 days
3 years, 1 day to 8 years		
8 Hour Employee	14 hours	21 days
12 Hour Employee	17 hours	25.5 days
24 Hour Employee	21 hours	31.5 days
8 years, 1 day to 15 years		
8 Hour Employee	16 hours	24 days
12 Hour Employee	19 hours	28.5 days
24 Hour Employee	24 hours	36 days
Over 15 years		
8 Hour Employee	18 hours	27 days
12 Hour Employee	21 hours	31.5 days
24 Hour Employee	27 hours	40.5 days

8.03 Birthday Recognition

A. In addition to the personal leave hours based on length of service, each employee shall be afforded an additional day of leave which corresponds with the number of hours he/she routinely works as birthday recognition which may be taken by the employee at any time.

Article 9
Absences from Duty

9.01 Sick Leave

A. City employees shall earn annual sick leave benefits on a pro-rated basis and credited to the leave bank of municipal employees during the employee's respective payroll cycle and according to the length of service.

B. Sick Leave is leave from work to employees because of illness or injury of a member of employees' Immediate Family that requires the employees' attendance, and medical, dental, and optical appointments. Immediate Family Members include: parent, step-parent, spouse, siblings, step siblings, child, step-child, grandchild, grandparent, mother-in-law, father-in-law, sister-in-law, and brother-in-law.

C. If calling in sick, the employee shall call in before the start of the shift, in accordance with department policy. The first day of sick leave shall be taken as an annual leave day and following an absence of three (3) or more days, an employee shall be required to provide a doctor's excuse or other valid proof of absence. There is no limit for the accumulation of sick leave.

D. You may use sick leave when you are unable to work due to illness or injury. Sick leave is not to be used as extra vacation time. Any employee who abuses sick leave may be subject to disciplinary action. An employee shall be subject to disciplinary action if he/she engages in outside employment at any time which he/she has used sick leave.

E. Employees who are absent from work must report their absence to their immediate supervisor. Absences should be reported no later than one hour prior to the start of the workday. In extreme emergencies, notification should be given as soon as practicable.

F. The City reserves the right to require a satisfactory statement from a licensed physician whenever employees miss work due to illness, injury, or disability. Employees maybe asked to provide a physician's statement that verifies the nature of the illness, injury, or disability, its beginning and ending dates,

and/or their ability to return to work without endangering their safety or the safety of others. Normally, a statement shall not be requested for absences of three (3) days or less, but the City may request such a statement in situations where it deems it is warranted. Such verifications and releases, when requested, may be a condition of receiving sick leave benefits or returning to work.

G. Sick leave benefits will not be earned or granted during any City authorized unpaid leave of absences from duty not authorized by the City; or after separation from the City.

H. If employees retire due to disability, they shall be allowed to use all accumulated sick leave and/or vacation leave before the effective date of their disability retirement.

I. Sick leave will accrue as indicated below:

CONTINUOUS SERVICE	ACCURAL RATE (Monthly)	ACCURAL RATE (Annually)
½ month to 3 years		
8 Hour Employee	8 hours	12 days
12 Hour Employee	10 hours	15 days
24 Hour Employee	12 hours	18 days
3 years, 1 day to 8 years		
8 Hour Employee	8 hours	12 days
12 Hour Employee	10 hours	15 days
24 Hour Employee	12 hours	18 days
8 years, 1 day to 15 years		
8 Hour Employee	8 hours	12 days
12 Hour Employee	10 hours	15 days
24 Hour Employee	12 hours	18 days
Over 15 years		
8 Hour Employee	8 hours	12 days
12 Hour Employee	10 hours	15 days
24 Hour Employee	12 hours	18 days

9.02 Bereavement

A. The City of Jackson recognizes that death may occur in the Immediate Family of employees which require absences from work. Immediate Family Members include: parent, step-parent, spouse, siblings, step siblings, child, step-child, grandchild, grandparent, mother-in-law, father-in-law, sister-in-law, and brother-in-law.

B. Employees will receive three (3) days of paid bereavement leave to employees who are confronted with death in the Immediate Family. In addition to the three (3) days of paid bereavement leave, an employee who is confronted with death in the Immediate Family may also use up to two (2) days of sick leave.

9.03 Jury Duty

A. It is the policy of the City of Jackson to enable employees to fulfill their civic obligations. If employees are called to jury duty, they must notify their supervisor immediately.

B. The City shall grant administrative leave with pay to employees serving as jurors, as verified by the clerk of the Court. This compensation shall be in addition to any fees paid to employees for such services. Such services shall not be counted as vacation leave.

C. Employees released from jury duty by the Court any time prior to the end of the workday must report to work immediately after being released by the Court.

9.04 Witness Duty

A. Employees who are required by law, as a result of performing their duties as employees of the City, to appear in court to testify as witnesses or who have been subpoenaed to appear in court cases shall receive regular pay for the hours absent for such purpose.

B. The City shall grant administrative leave with pay to all such employees serving as witnesses, as verified by the clerk of the Court. Any fees paid to employees for such services shall be paid to the City. Such services shall not be counted as vacation leave.

C. Employees released from witness duty by the Court any time prior to the end of the workday must report to work immediately after being released by the Court.

D. Employees who are required by law to appear as a witness in court for purposes unrelated to their duties as a City employee will not be compensated.

9.05 Leave of Absence

A. It is the City's policy to grant leaves of absence to all eligible employees on a non-discriminatory basis. Leaves of absence shall be considered in cases of medical disabilities, for cases of personal emergency, for educational purposes, or for military duty, jury duty, or witness duty. Any such leave is subject to the approval of the Department Director, Department of Personnel Management and the Mayor's Office. Unless specifically provided otherwise, all leaves of absence are available only on an unpaid basis and are limited to two (2) consecutive months.

B. All regular full-time and part-time employees may request a leave of absence once they have completed their probationary period. In addition, such employees are eligible for a leave of absence before completing their probationary period where required by state or federal law. For example, unpaid leaves of absence may be granted to probationary employees for work-related disabilities, pregnancy-related disability, or jury, witness, or military duty. If employees are away from work for an extended period during their probationary period, the probationary period shall be extended by the exact number of calendar days that they are away from work.

C. Subject to any applicable legal restrictions, requests for leaves of absence shall be considered based on the employees' length of service, performance, responsibility level, the reasons for the requests, and the City's ability to obtain satisfactory replacements during the time they would be away from

work. If employees accept other employment or fail to return to work on the next regularly scheduled workday following the expiration of their leave, it shall be considered that they have voluntarily terminated their employment.

D. Leaves of absence over thirty (30) days shall be deducted from length of service but shall not affect continuity of service.

E. Leaves of absence may not be taken for the purpose of pursing or engaging in other employment (except military leave).

9.06 Returning from Leave of Absence

A. When employees are placed on leaves of absence, an effort shall be made to hold their positions open during the approved leave. However, due to business needs, there shall be times when positions cannot be held open and it is not possible to guarantee reinstatement.

B. If employees' former positions are unavailable when they are ready to return from an approved leave, every effort shall be made to place them in comparable positions for which they are qualified. If such positions are not available, they shall be offered the next suitable position for which they are qualified that becomes available within one year.

C. Employees who do not accept the positions offered shall be considered to have voluntarily terminated their employment, effective the day such refusal is made.

9.07 Family and Medical Leave

A. In compliance with the Family and Medical Leave Act, which went into effect on August 5, 1993, leave is available to all City employees who have worked at least 1,250 hours during a twelve (12) month period preceding the leave. This policy is issued to ensure that City employees receive, as a minimum, the leave time provided them by provisions of the Family and Medical Leave Act.

FMLA is designed to help employees balance their work and family responsibilities by allowing them to take reasonable leave for certain family and medical reasons. It also seeks to accommodate the legitimate interests of employers and promote equal employment opportunity for men and women.

The Paid Parental Leave Policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable.

Eligible employees shall be entitled to a total of twelve (12) work weeks of leave during a twelve (12) month period for one or more of the following:

- For the birth and care of the newborn child of an employee;
- For placement with the employee of a child for adoption or foster care;
- To care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- To take medical leave when the employee is unable to work because of a serious health condition.

Employees are eligible for leave if they have worked for at least 12 months, at least 1,250 hours over the past 12 months. Whether an employee has worked the minimum 1,250 hours of service is determined according to the FLSA principles for determining compensable work hours or work.

Time taken off work due to pregnancy complications can be counted against the 12 weeks of family and medical leave.

B. Qualifying reasons for FMLA leave

Eligible employees are entitled to a total of twelve (12) work weeks of leave during a twelve (12) month period for one or more of the following reasons:

a. birth and care of a child of the employee within one year of birth;
b. adoption or foster care of a son or daughter within one year of placement with the employee;
c. care of an immediate family member (spouse, parent, or child) with a serious health condition. A child is defined as a son or daughter under the

age of 18, or over the age of 18 if incapable of self-care due to a physical or mental disability at the time leave is to commence;
d. medical leave when the employee is unable to perform the essential duties and responsibilities of his/her job/position because of a serious health condition;
e. qualifying exigencies in connection with certain federal military activation of a family member deployed. This leave allows eligible employees to take up to 12 work weeks of FMLA leave per calendar year for a qualifying exigency because the employee's spouse, son, daughter, or parent meeting the definition of a covered military member is on active duty or has been notified of an impending call or order to federal active duty; and
f. military caregiver leave for a spouse, parent, or child or next of kin who suffered a serious injury or illness in the line of duty while on active duty. Military caregiver leave also covers employees whose parent, child, spouse, or next of kin is a veteran undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including National Guard or Reserves) at any time during the 5-year period preceding the date on which the veteran underwent service-related medical treatment, recuperation, or therapy. This leave permits eligible employees to take up to 26 work weeks of FMLA leave to care for a covered servicemember during a single 12-month period who has a serious injury or illness.

A serious health condition is defined by the law as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the essential functions of the employee's job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days. (Specific documentation is required.)

For a parent to take FMLA leave for a child who is eighteen (18) or over, the son or daughter must:

- have a disability as defined by the Americans with Disability Act (ADA) at the time the leave is to commence;

- be incapable of self-care because of the disability;
- have a serious health condition; and
- need care because of the serious health condition.

C. Military Qualifying Emergency Leave

Qualifying military leave exigencies, under this Act, may include attending certain military events, arranging for alternative child care, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

D. The FMLA process

To request family medical leave, the employee should notify the Department of Human Resources FMLA Coordinator. The employee shall request the leave 30 days, or as soon as possible or practicable and complete the FMLA Request for Leave Form.

Within fifteen (15) days after the employee requests FMLA leave, he/she must provide the FMLA Coordinator with a signed medical certification from the employee's health care provider.

The 12-month period that will be uniformly applied to all employees taking FMLA leave will be a rolling 12-month period measured backward. FMLA will be applied by using a 12-month period measured backward from the date an employee uses any FMLA leave.

Under the rolling 12-month period, each time an employee takes FMLA leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months.

E. Sufficient medical certification

A complete and sufficient medical certification need only include the following information:

- contact information for the health care provider, including name, mailing address, telephone number, fax number, and type of medical practice/specialty;
- when the serious health condition began;
- how long the serious health condition is expected to last;
- if the employee is the patient, whether the employee is unable to work, and the likely duration of this inability;
- if a family member is the patient, whether the family member needs care, and an estimate of the frequency and duration of the leave required to care for the family member;
- whether the employee's need for leave is continuous or intermittent, and,
- appropriate medical facts about the condition (which may include information on symptoms, doctor visits, hospitalization, and referrals for treatment.).

If an employee fails to provide a complete and sufficient medical certification despite the opportunity to cure the deficiency, the City may deny the employee's request for FMLA leave.

Within five (5) business days after the City receives the complete, signed medical certification from the employee's health care provider, the City will provide a FMLA designation notice stating if the leave was approved or denied. FMLA leave can be taken for more than one qualifying reason in the same 12-month leave year. However, multiple serious health conditions or qualifying reasons for leave do not increase the total FMLA leave entitlement available.

The City requires that the employee use all available accrued paid vacation leave and sick leave as part of the twelve (12) week period.

Once authorized paid leave has been exhausted, the remainder of the twelve (12) weeks of leave shall be unpaid.

Leave taken under this FMLA may be taken intermittently or on a reduced leave schedule in certain cases.

F. FMLA Intermittent Leave

FMLA intermittent leave means an employee may take leave in separate blocks of time or by reducing the time the employee works each day or week for a single

qualifying reason. A reduced leave schedule is a leave schedule that reduces the usual number of hours per workweek or hours per workday of an employee.

When FMLA leave is needed for planned medical treatments, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the City of Jackosn's operations. FMLA intermittent leave may also be taken in separate blocks of time or via a reduced leave schedule when there are flare-ups of the serious health condition.

If FMLA leave is for the birth, adoption, or foster placement of a child, use of intermittent or reduced schedule leave requires the City's approval.

During the period of family medical leave, the City shall maintain employees' group healthcare coverage on the same conditions as coverage would have been provided if they have been continuously employed during the entire leave period. When an employee elects to use paid leave credits (personal or sick leave) while on FMLA leave, the City will continue to make payroll deductions to cover the employee's share of the health care premiums.

When an employee elects to take unpaid FMLA leave, the employee must continue to make these health insurance premium payments.

G. Recertification process

The City may not request a medical recertification more often than every thirty (30) days and only in connection with an absence when no minimum duration for the condition is specified.

The City will require a new medical certification at the beginning of each specified 12-month period for individuals who have conditions which will require leave. Such annual certifications may be requested separately and apart from an absence. Employees must submit recertification documentation within fifteen (15) days after the City's request.

H. Returning to work/job restoration

Upon returning to work from FMLA leave, an employee will be restored to his/her original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave cannot be counted against the employee under a "no-fault" attendance policy.

I. Leave Extension

When an employee has exhausted twelve (12) weeks of protected FMLA leave and still cannot return to work due to their own medical impairment; the employee may request a leave extension as an accommodation under the Americans with Disabilities Act (ADA). If the employee elects to request extended unpaid leave, leave may be granted if the employee qualifies to receive an accommodation under the ADA, and if the accommodation will not pose an undue hardship. If approved, the extension leave will be unpaid, regardless of whether the employee has available accrued personal or vacation leave.

The employee may be asked to provide additional medical information to support the continuing need for leave. The City will then notify the employee if the unpaid leave is approved in accordance with the ADA. All employees will not be eligible to receive an extended leave under the ADA. If the request for leave extension does not meet qualification for accommodations under ADA; the leave will be denied.

Such leave will be reviewed on a case-by-case basis. Leave must be approved by the Department Director and the Human Resources Director.

9.08 Medical Leave of Absence for Work-Related Disabilities (Workers' Compensation)

A. City of Jackson employees are covered under the Workers' Compensation Act. The following is provided as a matter of information regarding Workers' Compensation. Employees are encouraged to contact the Risk Management Division, Department of Personnel Management, with any questions.

B. Employees injured on the job to the extent that absence from work is unavoidable may elect to supplement their workers' compensation benefits with accumulated sick or vacation leave. Such supplement is subject to the following provisions:

1. Workers' compensation supplement chargeable to sick or vacation leave shall begin on the eleventh (11th) working day after the accident.

2. If employees have no accumulated sick or vacation leave or elect not to supplement workers' compensation benefits, only statutory workers' compensation benefits shall be paid.

3. Such supplements may be elected once during any twelve (12) month period.

C. Employees must immediately report all injuries to their immediate supervisor in accordance with the rules and regulations outlined in the Employees' Safety Manual. Forms must be typed and fully describe the circumstances surrounding the accident.

9.09 Military Leave

A. City employees who are members of a branch of the United States armed services are entitled to leave with full pay for their annual training for up to fifteen (15) working days in a calendar year.

B. Accrued personal leave benefits can be used for periods exceeding the fifteen (15) working days.

C. Employees shall notify their supervisor as soon as the military duty is scheduled.

D. To receive payment of salary, employees must, prior to the leave, file with the Department of Personnel Management a copy of the official orders, and immediately upon return a certification from the commanding officer of performance of duty in accordance with the terms of such orders.

E. All employees who shall be members of any of the reserve components of the armed forces of the United States, or former members of the service of the United States discharged or released therefrom under conditions other than dishonorable, shall be entitled to leave of absence from their respective duties,

without loss of pay, time, annual leave, or efficiency rating, on all days during which they shall be ordered to duty to participate in training at encampments, field exercises, maneuvers, outdoor target practice, or for other exercises, for periods not to exceed fifteen (15) days, and all such officers and employees shall for such periods in excess of fifteen (15) days be entitled to a leave of absence from their respective duties without loss of time, annual leave, or efficiency rating until relieved from duty, and shall when relieved from such duty, be restored to the positions held by them when ordered to duty, or a position of like seniority, status and pay; provided that such person: (1) when discharged or released from the armed forces shall have received a certificate of satisfactory completion of service, (2) shall be still qualified to perform the duties of such position, (3) shall make application for re-employment within ninety (90) days after such person is relieved from such training and service or released from hospitalization for a period of not more than one (1) year for causes attributable to such services. Any person restored to a position under the above provisions shall not be dismissed from such position without cause within one (1) year after restoration.

9.10 Paid Parental Leave

A. The City of Jackson will provide up to eight (8) weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. This policy will be in effect for births, adoptions, or placement of foster children occurring on or after January 1, 2023.

Eligible employees must meet the following criteria:

- Have been employed with the company for at least 12 months.
- Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
- Be a full-time or part-time, regular employee (temporary employees and interns are not eligible for this benefit).

In addition, employees must meet one of the following criteria:

- Have given birth to a child.
- Be a spouse.
- Biological parent.
- Parents regardless of gender or same sex couples.
- Be a spouse of the biological parent of the child; or
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.
- Eligible foster care parents to include the requirement for (1) proof of placement in foster care at the eligible employee's residence by a child protection services agency or a court of competent jurisdiction, (2) proof placement is for the same length of requested parental leave time or longer. All proof shall be submitted with the request for parental leave or within seven (7) days of receipt from the child protection services agency or a court of competent jurisdiction.

B. Amount, Time Frame and Duration of Paid Parental Leave

- Eligible employees will receive a maximum of 8 weeks of paid parental leave per birth, adoption, or placement of a child/children. Multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings), or multiple children does not increase the 8 week total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than 8 weeks of paid parental leave in a 12-month period, regardless of the number of births, adoptions, or foster care placements.
- Each employee will be entitled to a 4-week paid parental leave period, if both parents are employed with the City of Jackson.
- Each week of paid parental leave is compensated at 100 percent of the employee's regular; straight-time pay.
- Eligible employees will be required to exhaust the paid parental leave benefit first followed by any accrued personal and sick leave benefits as part of the 12-week Faily Medical Leave Act benefits.

- Approved paid parental leave may be taken immediately following the birth, adoption, or foster care placement of a child with the employee.
- Employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the 8-week period.
- Employees who return to work prior to the expiration of eight (8) weeks of paid parental leave will not be allowed to take additional paid parental leave during the year and will forfeit the remaining unused leave.
- Upon termination of the employee's employment with the City of Jackson, the employee will not be paid for any unused paid parental leave for which he or she was eligible.

C. Coordination with Other Policies

- Paid parental leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to birth or placement of a child due to adoption or foster care, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave -whether paid or unpaid – granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.
- After the paid parental leave is exhausted, the balance of FMLA leave (if applicable) will be compensated through employees accrued sick and personal leave (vacation) time. Upon exhaustion of accrued sick, personal (vacation) and any remaining leave will be unpaid leave. Please refer to the Faily Medical and Leave Policy for further guidance on the FMLA.
- The City of Jackosn will maintain all benefits for employees during the paid parental leave period just as if they were taking other paid leave such as paid parental leave or paid sick leave.
- If a holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.

- The company will maintain all benefits for employees during the paid parental leave period just as if they were taking any other company paid leave such as paid vacation leave or paid sick leave.

D. Requests for Paid Parental Leave

- The employee will provide the Department of Human Resources with notice of the request for leave at least 15 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible).
- The employee must complete and request the necessary HR forms and provide any requested documentation as required by the Department of Human Resources in order to receive the benefit.

ARTICLE 10
Training

10.01 Employee Training

A. Employees expected to attend training or workshops other than those required for the maintaining of existing certifications will receive written notification seven (7) days in advance of the requirement to attend. If seven (7) days advance written notification is not practical, notification shall be by any means no less than three (3) days prior to the training or workshop.

B. If budgetary constraints limit the number of individuals who may attend training and workshops, individuals should be selected based on the following criteria:

1. Those who will be attending for the purpose of maintaining existing certifications shall receive first priority in the selection.

2. Individuals who will be attending for the purpose of meeting last requirements or qualifications necessary to obtain a certification will receive priority next to those selected in (1) above.

3. Individuals who do not need to attend for the purpose of maintaining existing certifications or meeting last requirements or certifications will be selected based on years of service and whether the training or workshop addresses a topic or concern connected to tasks currently being performed.

C. Employees shall be paid for time required to attend job related training and shall be reimbursed for tuition, travel, meals, and lodging at established rates set by the City, when such training is required by the City, and scheduled and approved by the Department of Finance.

ARTICLE 11
JOB VACANCIES

11.01 Appointments & Promotions

A. All appointments to positions in the bargaining unit shall be made on the basis of merit and fitness for the position to be determined as far as practicable and possible by competitive examination or other evaluation process under the policies and practices of the City. Employees may review their own respective examination or evaluation results upon request. The Union local president or designee (excluding any applicant) shall be permitted to review individual examination or evaluation results upon written request and prior written authorization from the employee and take such notes as necessary for the purpose of determining whether to file or pursue a grievance.

B. Announcements for competitive exams or evaluation processes will be provided to each City Department for posting at each appropriate work location at least ten (10) workdays prior to the filing deadline.

C. The City agrees to use to the maximum extent the skills and talents of existing employees in the unit in order to achieve the resulting benefits of higher morale and reduced turnover. In filling positions in the unit, the City will give concurrent consideration to persons in and outside the unit, but all other factors being substantially equal, will fill such positions by selection from eligible candidates in the unit. This shall not preclude the City from giving promotional examinations restricted to City employees.

D. Qualifications, examinations, records of efficiency (performance evaluations), character, conduct and seniority shall be used as criteria in considering employees for promotion. When two or more candidates for promotion are considered to be equal in all criteria except seniority, then seniority shall be the deciding factor. Seniority to be determined by hire date. If hire date is the same, then by alphabetical order of surname.

E. An employee who applies for a vacancy but does not make the certification list for a promotion or an employee who makes the certification list for promotion shall be entitled to receive information on the scores achieved by the employee in rating his qualification in any interview conducted. The employee may also schedule a meeting with the Department of Personnel Management or the department director to discuss his/her score. The Department of Personnel Management or the department director may provide, during the meeting, recommendations to the employee for improving his score.

ARTICLE 12
Personnel Records

12.01 Maintenance of Personnel Records

A. The Department of Personnel Management is the custodian of all official personnel records necessary to complete personnel transactions and to serve as reference for City officials. The Department of Personnel Management shall maintain records showing administrative actions including records of employment history of each employee, performance evaluation records, and related files and correspondence.

B. In accordance with the provisions of the Fair Labor Standards Act, the Department of Personnel Management shall prepare, maintain, and preserve records on the wages, hours, and other conditions and practices of employment of all City employees.

C. The Department of Administration Director and each Department Director shall be jointly responsible for maintaining all other records related to City payroll and City employees required by the various Federal and State regulations.

D. All records maintained pursuant to this policy shall be preserved for the appropriate regulated time frame.

12.02 Privacy of Personnel Records

A. The Department of Personnel Management shall maintain a file that shall contain all official records and documents pertinent to the employment status and history of each employee.

B. The confidential information contained in an employee's personnel file shall not be revealed to outside sources except as required by law, or with the consent of the employee.

C. By law, certain information regarding current and former City employees, as listed below, is classified as "public record." To ensure individuals' rights of privacy and compliance with applicable laws, responses to such requests must be approved by the Department of Personnel Management. Upon receipt of a properly executed Open Records Request, the following information is available:

1. Employee name
2. Classification title
3. Department
4. Status, e.g., regular, temporary, full-time, or part-time
5. Salary range and actual rate
6. Hire date and/or termination date

D. Letters of recommendation or reference generally shall not be given to employees upon separation of service. The City shall respond to written requests for information concerning an individual's work performance with the written consent of the employee or former employee.

E. Employees, their immediate supervisor and/or Department Director or designee, or a representative with written consent, may inspect the employee's personnel file in the Department of Personnel Management at any time during the normal working hours of the Department of Personnel Management. Upon request, employees shall receive a copy of any materials in their personnel file provided that the cost for such copies is paid by the employee.

F. Employees may request a review of their personnel records no more than once annually unless they are in the process of appealing a personnel action taken by the City.

G. Requests for review of personnel records must be made in writing by the employee at least one (1) working day in advance of the requested review date. An employee requesting a review of personnel records must schedule an appointment with the Department of Personnel Management to review the file.

H. An employee shall be furnished a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or performance. An employee shall have the right to have a response or rebuttal to any statement or evaluation inserted in said personnel file.

I. A Written Warning or reprimand already in an employee's personnel file will not be considered when administering future discipline if the employee has been rated satisfactory or above on all performance evaluations for at least eighteen (18) months from the date of the Written Warning or reprimand.

J. A Suspension already in an employee's personnel file will not be considered when administering future discipline if the employee has been rated satisfactory or above on all performance evaluations for at least twenty-four (24) months from the date of the Suspension.

K. The above provision shall be effective upon the Jackson City Council authorizing the Mayor to execute. The supervisor will make an entry in the employee's personnel file concerning the achieving of the satisfactory performance after the applicable period of eighteen (18) or twenty-four (24) months.

L. An employee's personnel file shall be removed from the Department of Personnel management only with authorization from the Department of Personnel Management.

M. Discrepancies will be brought to the attention of the Personnel Management Department of the employee's department director for investigation. If a true discrepancy exists, appropriate steps will be taken to correct the record and the employee concerned will be informed.

ARTICLE 13
Grievance Procedure

13.01 Grievance Procedure

(See Appendix C for Grievance Authorization Form)

A. It is the intent of this article to provide a means for the fair, expeditious and orderly settlement of disputes that arise under this agreement between the Union and/or an employee and the City. All employees and supervisory personnel should make every possible effort to settle differences at the lowest possible step outlined in this article. In the process of any grievance, the City will furnish all necessary and relevant data concerning the grievance, unless disclosure of the data will impede an ongoing criminal investigation or civil litigation in which the City is participating or is prohibited by Federal or State law from disclosure.

B. A grievance shall be defined as any difference, discipline, dispute or complaint regarding the interpretation or application of the terms of this agreement. An aggrieved employee may file grievances through the Union.

C. A class action grievance may be filed by the Union if an action or dispute directly affects more than one bargaining unit employee. In order to prevent the filing of a multiplicity of grievances on the same question of interpretation or compliance where the grievance covers a question common to a number of employees, it shall set forth thereon the names of the persons of the group and the title and specific assignments of the people covered by the group grievance. In such event, the Union steward and/or one employee shall be designated by the group of employees to act as the grievant.

D. If an employee selects the grievance procedure, as hereinafter set out under this agreement, it is specifically understood that the employee has exercised his/her option and cannot thereafter process his/her complaint under any civil service appeal procedure and/or City grievance process. When the City is informed by the Union that it is representing an employee in the grievance process, the City shall not deal directly with the employee throughout the process except at the employee's specific written request. The Union shall be afforded the opportunity to be present at the resolution or determination of any grievance involving a bargaining unit member.

E. It is recognized and accepted by the Union and the City that the processing of grievances is of utmost importance and therefore grievances may be processed during employee's normal working hours without loss of wages when the absence of employees or supervisors involved is reasonable and will not be detrimental to the work programs of the City and subject to the restrictions and limitations set forth in Article 5 Provision E addressing Union Rights.

F. A Union representative may accompany a grievant at any time during the grievance procedure. The City will attempt to accommodate all parties in the processing of grievances.

13.02 Grievance Process *(See Appendix C for grievance form)*

Step 1

A. Within ten (10) working days of the occurrence of an event giving rise to the grievance, the Union will submit the grievance in writing on the appropriate form to the employee's supervisor. The written grievance, at this step and all steps thereafter, shall contain the information specified on the grievance forms. The original grievance form and all supporting documentation submitted by the Union should be completed and returned to the Union at each step of the grievance procedure. Forms will be made available to employees by the Union.

B. The supervisor will schedule a meeting with the Union within ten (10) working days after receipt of the grievance or failure of the parties to resolve the grievance. A grievant shall have a Union representative accompany him/her to the meeting with the supervisor. Discussions shall be formal for the purpose of settling differences in the simplest and most direct manner. The supervisor will provide the Union with a written answer on the grievance within ten (10) working days from the date of said meeting.

C. If the grievance is not resolved at Step 1, the Union, within ten (10) working days may appeal the grievance to Step 2.

Step 2

A. The grievance is appealed to the superintendent or his/her designee OR next level supervisor who will arrange a meeting with the Union within ten (10) working days after receipt of the grievance. The Union may have the grievant accompany him/her to the meeting with the superintendent/designee or next level supervisor to whom the employee is responsible. The superintendent/designee or next level supervisor will provide the Union with a written answer on the grievance within ten (10) working days from the date of said meeting.

B. If the grievance is not resolved at Step 2, the Union may, within ten (10) working days, appeal the grievance to Step 3.

Step 3

A. The grievance is appealed to the Department Director/Chief or his/her designee or next level supervisor who will arrange for a meeting with the Union within ten (10) working days of receipt of the grievance. Both the City and the Union shall have the right to include in its' representation such individuals as they deem necessary to develop pertinent facts. The City shall, within thirty (30) calendar days, provide a written decision to the Union after the meeting has been held. If the Union is not satisfied with the disposition of the grievance at Step 3, the grievance may be submitted to the Mayor or his/her designee.

Step 4

A. The Union may request a hearing before the Mayor/designee within ten (10) working days. After the Union has presented the grievance to the Mayor/designee, a decision will be made within twenty-one (21) calendar days whether to affirm, modify or reverse the decision rendered in the previous step. Copies of the Mayor/designee's decision shall be provided to the Union. The Mayor's decision shall be final.

13.03 Grievance Dispositions

A. When grievances are decided in favor of the Union at any steps above, decisions and effects thereof shall become effective upon agreed upon or specifically stated dates with the Union, but shall not be retroactive more than six (6) months.

B. Grievances settled at any step shall be considered final and binding.

ARTICLE 14
Payroll Deduction

14.01 Payroll Dues Deduction

A. The City agrees to withhold or deduct dues from the employee's earned wages in accordance with the authorization executed by the employee. The appropriate dues shall be withheld during each payroll cycle of the employee and remitted to the Union monthly.

B. An authorization for payroll deduction shall become effective thirty (30) days after receipt by the City's finance/payroll processing division. Changes in the authorization shall become effective thirty (30) days after receipt by the City.

C. An authorization for dues deduction may be revoked by the employee at any time and shall become effective thirty (30) days following receipt of written notice from the employee to cease the withholding. Notice must be made to the City.

ARTICLE 15
Compensation

15.01 Wages

A. The parties agree to meet annually on or before June 15th of each year, prior to the adoption of the municipal budget, to discuss wages, compensation, and benefits unless there is a multi-year agreement.

B. The parties agree that a wage committee consisting of two (2) members from the Union and two (2) members from the City shall be formed to review and discuss wages of bargaining unit employees.

C. The parties also agree that the creation and submission of budget proposals are activities that are solely within the prerogative of the City's governing authorities and the City's exercise of discretion with respect to its budgeting activities shall remain unfettered despite the provisions of this Article.

15.02 Compensation Plan

A. The purpose of the compensation plan is to provide equitable and adequate compensation for all employees. The compensation plan includes a Pay Plan, as well as supplemental retirement, insurance, and related fringe benefits.

B. The Pay Plan establishes for each classification a minimum and maximum salary rate and such intermediate rates as are considered necessary. Flat rates may be used instead of salary ranges where appropriate. The flat rate or pay range assigned to each classification shall reflect fairly the differences in the duties and responsibilities among classifications, and shall take into account rates paid by other public and private employers for comparable work, the City's compensation policies and financial condition, ability to, turnover, and other relevant factors. Each job classification shall be assigned a salary range or flat rate by the Mayor's Office and the City Council upon recommendation of the Department of Personnel Management.

15.03 Determination of Salary

A. Upon hire or promotion, salary shall be set within the appropriate pay range for the position, according to the Department of Personnel Management procedural guidelines.

B. Upon reallocation of positions, employees' salaries shall be determined within new pay ranges in accordance with Department of Personnel Management procedural guidelines.

15.04 Working Out of Classification (Acting Appointments)

A. The City may, at its discretion, appoint an employee to an acting capacity in a job classification different from that currently held by the employee.

B. Any employee who is temporarily assigned to a position in a higher classification for a period of more than ten (10) consecutive working days shall be paid at the lowest rate within the range for the higher level classification or at the rate which would be determined for a promotion, as outlined in the Department of Personnel Management procedural guidelines, whichever is greater. The employee shall not receive pay that exceeds the maximum of the range for the classification temporarily assigned.

C. Any employee who is temporarily assigned to serve and actually serves in a higher-level position must be qualified to perform the work of the higher-level classification and must perform the range of duties of the higher-level classification in order to be eligible for additional compensation.

D. Employees temporarily assigned to higher level positions for purposes of learning the job (on-the-job training) are not eligible for additional compensation. Training may not be used, however, for the purpose of avoiding pay for working out of classification.

E. No employee shall be assigned to a higher-level position entitling the employee to out-of-classification pay for a period exceeding forty-five (45) working days without approval of the Mayor's Office.

F. When no longer in the acting classification, the employee shall return to the employee's prior rate of pay, plus any adjustments to which the employee would have been entitled had he not served in the acting classification.

G. The Department of Personnel Management must be notified before an employee is assigned to work out of classification.

ARTICLE 16
Insurance

16.01 Health Insurance

A. Management agrees that the Union shall have representation on the City of Jackson Insurance Committee to include a primary and an alternate. These representatives must be participants in the City of Jackson Self-Funded Health Insurance Plan.

ARTICLE 17
Duration of Agreement

Subject to the legal right and authority of succeeding administrations to repudiate the agreement, this agreement shall be in effect for a period of two (2) years commencing on the first day the Council authorizes execution by the Mayor and terminating at 11:59 p.m. on the second (2nd) anniversary of the Council's approval.

In witness hereof, CWA Local 3511 and the City of Jackson, Mississippi have caused this agreement to be executed by their respective officers and agents who have been duly authorized.

For the City:
Jackson, Mississippi

By:_____
John Horhn
Mayor

Attest:_____

For the Union:
CWA Local 3511

By:_____
Jermaine Travis
President

Attest:_____

APPENDIX A

Bargaining Unit Job Titles

Accountant
Accounting Clerk
Accounting Tech
Administrative Assistant
Administrative Clerk
Aging Services Driver
Animal Control
Art Gallery/Center Attendant
Associate Planner
Automotive Parts Clerk
Business System Analysts
Carpenter
Case Screening Tech
Cashier
Center Coordinator
Chemist
City Hall Security/Info Assistant
Civil Engineer
Claims
Code Enforcement Officer
Communication Clerk
Community Service Coordinator
Community Service Officer
Cook
Coordinator
Crew Leader
Criminalist
Custodian
Customer Service Representative
Data Entry Clerk
Deputy City/Court Clerk
Dispatcher

Distribution Worker
Early Childhood Development Supervisor
Early Childhood Teacher/Aide
Electrician
Engineering Tech (Traffic)
Equipment Operator
Fleet Maintenance
General Craft Apprentice
GIS Tech
Golf Court Attendant
Grounds and Maintenance
Heavy Equipment Mechanic
Heavy Equipment Operator
HVAC Tech
Identification Tech
Impound Lot
Inspectors
Instrument Tech
Inventory Controller
Laborer
Lab Tech/Aide
Light Equipment Operator
Maintenance Inspector/Supervisor
Maintenance Supplier
Maintenance Worker
Marking Technician
Material Analysis
Mechanic
Meter Reader
Meter Service Repairer
Museum Curator
Nutritionist
Office Coordinator
Outreach Worker
Painter
PC Technician
Police Records Clerk

Police Record Tech
Public Safety Dispatcher
Receptionist
Recreation Aide/Coordinator
Recreation Specialist/Supervisor
Research Tech
School Crossing Guard
Secretary
Senior Aide
Sewer Systems Supervisor
Sign Tech
Signal Crew Leader
Social Worker
Storekeeper/Attendant
Street Maintenance Supervisor
Supervisor
Tele-Service Compliant Tech
Water Meter Repairer/Maintenance Worker
Water Plant Operator
Water Service Representative
Welder
Youth Outreach Workers
Zoning Inspector

APPENDIX B

FLSA DE Minimis Rule 402

[Code of Federal Regulations)
[Title 29, Volume 3]
[Revised as of July 1, 2006)
From the U.S. Government Printing Office via GPO Access
[CITE: 29CFR785.47]

[Page 651]

TITLE 29 - LABOR

CHAPTER V - WAGE AND HOUR DIVISION, DEPARTMENT OF LABOR

PART 785 - HOURS WORKED--Table of Contents

Subpart D_- Recording Working Time

Sec. 785.47 Where records show insubstantial or insignificant periods of time.

In recording working time under the Act, insubstantial or insignificant periods of time beyond the scheduled working hours, which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. The courts have held that such trifles are de minimis. (Anderson v. Mt. Clemens Pottery Co., 328 U.S. 680 (1946)) This rule applies only where there are uncertain and indefinite periods of time involved of a few seconds or minutes duration, and where the failure to count such time is due to considerations justified by industrial realities. An employer may not arbitrarily fail to count as hours worked any part, however small, of the employee's fixed or regular working time or practically ascertainable period of time he is regularly required to spend on duties assigned to him. See Glenn L. Martin Nebraska *Co.* v. Culkin, 397 F. 2d 981, 987 (C.A. 8, *1952),* cert. denied, 344 U.S. 866 (1952}, rehearing denied, 344 U.S. 888 (1952), holding that working time amounting to $1 of additional compensation a week is "not a trivial matter to a workingman," and was not de minimis; Addison v , Huron Stevedoring Corp., 204 F. 2d 88, 95 (C.A. 2, 1953), cert. denied 346 U.S. 877, holding that "To disregard workweeks for which less than a dollar is due will produce capricious and unfair results." Hawkins v. E.I. du Pont de Nemours & Co., 12 W.H. Cases 448, 27 Labor Cases, para. 69,094 (E.D. Va., 1955), holding that 10 minutes a day is not de minimis.

APPENDIX C

CWA Local 3511 and City of Jackson

Grievance Authorization

****

The employee agrees and understands that this grievance procedure shall be exclusive and by using this procedure, rights to seek relief from the Civil Service Commission or the City of Jackson's Grievance procedure are waived. Employee voluntarily elects to seek redress using the procedure in the bargaining agreement between CWA Local 3511 and the City of Jackson.

****

Employee Name: _____

Job Title:

_____

Department: _____

Work Location Address:

_____

Supervisor Name: _____

I hereby elect to use the grievance procedure outlined in the Working Agreement between the Union and the City in lieu of any other alternatives available to me to seek redress. I give consent to the inspection by any authorized Union representative of any records kept by the City which may affect the conditions of my employment or any other information which may be relevant and necessary to allow the Union to protect my rights under the Working Agreement between the Union and the City.

Employee Signature: _____

Date: _____

CWA Local 3511 & City of Jackson – Grievance Record

NAME:_____
DATE:_____
DEPT/DIV:_____
JOB CLASSIFICATION: _____
ADDRESS:_____
TELEPHONE #: _____

GRIEVANCE STATEMENT
(Include identity of grievant and witnesses, if any) Attach additional sheets if necessary.

RELIEF SOUGHT

Grievant's Signature: _____
(or individual filing on behalf of grievant)

DECISION OF IMMEDIATE SUPERVISOR

Supervisor's Signature: _____ Date: _____

Employee Answer:
_____ Yes, I am satisfied with the answer to my grievance.
_____ No, I am not satisfied with the answer to my grievance and wish to have it advanced to the next step.

SECOND STEP
Reply to Employee Grievance, Next Level of Management

Supervisor's Signature: _____ Date: _____

Employee Answer:
_____ Yes, I am satisfied with the answer to my grievance.
_____ No, I am not satisfied with the answer to my grievance and wish to have it advanced to the next step.

THIRD STEP
Reply to Employee Grievance, Next Level of Management

Supervisor's Signature: _____ Date: _____

Employee Answer:
_____ Yes, I am satisfied with the answer to my grievance.
_____ No, I am not satisfied with the answer to my grievance and wish to have it advanced to the next step.

FOURTH STEP
Mayor's Decision

Signature: _____ Date: _____

Vice President Parkinson moved adoption; **Council Member Brown - Thomas** seconded.

Yeas – Brown-Thomas, Foote, Hartley and Parkinson.
Nays – None.
Abstention – Grizzell.
Absent – Clay and Stokes.

* * * * * * * * * * * * * *

There came on for consideration, Agenda Item No. 29:

ORDER RATIFYING APPLICATION FOR THE EXXONMOBIL PIPELINE COMMUNITY GRANT IN THE AMOUNT OF TEN THOUSAND DOLLARS ($10,000.00) AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO EFFECTUATE THE RECEIPT AND USE OF THE ABOVE GRANT FUNDS. Said item was pulled by the Administration.

* * * * * * * * * * * * * *

ORDER ACCEPTING THE BID OF THE SOUTHERN CONNECTION, LLC FOR THE UPFITTING OF EIGHT (8) DODGE DURANGO PATROL VEHICLES ON BEHALF OF THE JACKSON POLICE DEPARTMENT AND AUTHORIZING THE CITY OFFICIALS TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THE PROCUREMENT.

WHEREAS, the Jackson Police Department (JPD) requests the governing authority to award of a bid to The Southern Connection, LLC for the upfitting of eight (8) Dodge Durango patrol vehicles with reliable, standardized emergency equipment that supports patrol operations, officer safety, and the delivery of public safety services within the city of Jackson; and

WHEREAS, consistent with Miss. Code Ann. § 31-7-13, the JPD advertised for competitive bids and utilized a reverse auction administered through PH Bidding Group. Two (2) qualified vendors submitted responsive bids:

Response No. 1: The Southern Connection, LLC, located at 274 Commerce Park Dr., Ridgeland, MS 39157; total bid of $170,976.00 ($21,372.00 per vehicle); complete the upfit of each vehicle within three (3) days following delivery of the required equipment; and,

Response No. 2: Emergency Equipment Professionals, Inc., located at 109 Aero Smith Dr., Richland, MS 39218; total bid of $186,520.00 ($23,315.00 per vehicle); complete the upfit within 3-4 weeks; and

WHEREAS, The Southern Connection, LLC's total bid of $170,976.00 is $15,544.00 lower than the only other responsive bid and includes a commitment to complete each vehicle upfit within three (3) days of equipment delivery. Based upon this competitive pricing review of two qualified vendors, the governing authority determines The Southern Connection, LLC is the lowest and best bid and that it is in the City's best interest to award this contract to The Southern Connection, LLC; and

WHEREAS, The Southern Connection, LLC represents that it has the knowledge, equipment, and expertise to furnish and install the emergency equipment set forth in the accepted bid schedule, which is attached and fully incorporated into the minutes; and

WHEREAS, the award directly benefits JPD's operations and promotes the public interest by returning marked units to service more quickly and standardizing the emergency equipment across the patrol fleet; and

WHEREAS, the essential terms of the award are as follows:

1. The total cost of the award is a fixed amount not to exceed one hundred seventy thousand nine hundred seventy-six dollars and zero cents ($170,976.00), representing $21,372.00 per vehicle for eight (8) Dodge Durango patrol vehicles;

2. The scope of work includes furnishing and installing all emergency equipment itemized in the accepted bid schedule, including lighting, siren and speaker systems, prisoner partitions, weapon mounts, mobile data platforms, graphics, and all associated

wiring and installation labor with the following prices quoted by The Southern Connection, LLC for the upfitting of each (1) Dodge Durango patrol vehicle:

3. The Southern Connection, LLC shall complete the upfit of each vehicle within three (3) days following delivery of the required equipment;

4. The contract shall be for a period of one year from the date of award, purchase order, or fully executed agreement, as determined by the City. During the contract term, the City may issue purchase orders or work authorizations for individual vehicles on an as-needed basis. The City may, at its sole option and subject to governing authority approval, renew the contract for additional one-year periods upon mutual written agreement of the City and the awarded vendor;

and,

WHEREAS, funding for this, procurement is available ·within JPD's approved appropriation for the current fiscal year, and no additional appropriation is required; and

WHEREAS, Miss. Code Ann.. Code. § 21-17-5 provides that the governing authorities of every municipality of this state shall have the care, management, and control of municipal affairs.

IT IS THEREFORE ORDERED that the governing authorities accept the bid of The Southern Connection, LLC for the upfitting of eight (8) Dodge Durango patrol vehicles, as the lowest and best responsive bid, in a total amount not to exceed $170,976.00, and authorize City officials to execute all documents necessary to complete the procurement.

IT IS FURTHER ORDERED that JPD is authorized to pay invoices received, not to exceed $170,976.00, in accordance with state law.

IT IS FURTHER ORDERED that the reverse auction bid tabulation and accepted bid schedule attached to these minutes are hereby incorporated fully as if recited herein.

#	Item Description	Qty	Unit Price	Total Price
1	FS Spectra Lux ILS – Front Visor (SIFMJS-DUR16-P3)	1	$700.00	$700.00
2	FS Spectra Lux ILS – Rear Visor (SIFMJH-DUR18-P3)	1	$700.00	$700.00
3	FS Pathfinder Siren Remote Knob (PF200R)	1	$860.00	$860.00
4	FS 100W Speaker (ES100C)	2	$200.00	$400.00
5	FS Speaker Bracket	1	$40.00	$40.00
6	FS MicroPulse Ultra (MPS62U-BW) – PB front (2) + PB sides (2) + tag (2)	6	$115.00	$690.00
7	FS Corner LED, Dual	2	$100.00	$200.00
8	SOS SL Brackets – Vehicle Brackets	2	$27.00	$54.00
9	SOS SL Running Light, 61"	2	$360.00	$720.00
10	FS 416300 Series Flush Mounts	2	$80.00	$160.00
11	Heise LED Marine Light Bar, 30", 2-Row	1	$230.00	$230.00
12	FS OBD Cable	1	$128.00	$128.00
13	Jotto Gun Rack Partition, Dual Single Weapon (475-1760)	1	$288.00	$288.00
14	Power Distribution System (complete, per vehicle)	1	$100.00	$100.00
15	ATC 6 Fuse Block	1	$25.00	$25.00
16	Jotto Desk Patriot Partition, Space-Saver (475-0965)	1	$962.00	$962.00
17	Cargo Barrier, Jotto CB4 (475-0822)	1	$556.00	$556.00
18	Magnetic Mic Mount (MMSU-1)	1	$42.00	$42.00
19	Hammerhead Push Bumper Center	1	$431.00	$431.00
20	Hammerhead PB Wings	1	$387.00	$387.00
21	Hammerhead PB Brackets	1	$161.00	$161.00
22	Motorola Antenna, Phantom Elite	1	$65.00	$65.00
23	Motorola Power Harness Kit	1	$220.00	$220.00
24	FS Expansion Module, 24-Output (EXPMOD24)	1	$245.00	$245.00
25	Jotto Window Guards, Bar Style (475-1417)	1	$372.00	$372.00

#	Item Description	Qty	Unit Price	Total Price
26	Graphic Art – Full Striping	1	$1,500.00	$1,500.00
27	Gamber Johnson Docking Station – FZ56 (GJ-56LVDL0L)	1	$980.00	$980.00
28	Gamber Johnson Console Box Kit w/ Mongoose XLE 9"	1	$1,390.00	$1,390.00
29	Panasonic Toughbook FZ-56	1	$2,950.00	$2,950.00
30	Panasonic ToughCare / Protection Plus Warranty 3yr	1	$294.00	$294.00
31	Brother PocketJet PJ822/PJ823 Kit w/ Cables (PJ822D1Y14W)	1	$420.00	$420.00
32	Brother Printer USB Cable (not needed)	1	$0.00	$0.00
33	Brother Power Adapter, Car Power Port (not needed)	1	$0.00	$0.00
34	Panasonic Bar Code Reader	1	$700.00	$700.00
35	E-Seek CN8000 USB Smart Cable (not needed)	1	$0.00	$0.00
36	GPS Receiver (BU-353N)	1	$60.00	$60.00
37	Gamber Johnson Mounting Plate (7160-0546)	1	$42.00	$42.00
38	FS Allegiant Lightbar	1	$1,300.00	$1,300.00
39	Vehicle Installation & Labor	1	$3,000.00	$3,000.00
			Total Bid Price (Per Vehicle)	**$21,372.00**
			Total Award, Eight (8) Vehicles	**$170,976.00**

Council Member Brown - Thomas moved adoption; **Vice President Parkinson** seconded.

– – – – – – – – – – – – –

President Hartley recognized **Tyrone Buckley, Deputy Chief of the Jackson Police Department,** who provided a brief overview of said item.

– – – – – – – – – – – – – – –

Thereafter, **President Hartley,** called for a vote on said item:

Yeas – Brown-Thomas, Foote, Grizzell, Hartley, Parkinson.
Nays – None.
Abstention – Clay.
Absent – Stokes.

Note: Council Member Clay returned to the meeting during the discussion.

* * * * * * * * * * * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A JOINT OPERATIONS AGREEMENT WITH THE MISSISSIPPI MUSEUM OF ART, INC. TO MANAGE THE MCNAIR-DAVIS PLANETARIUM.

WHEREAS, the Department of Human and Cultural Services recommends that the Mayor execute a Joint Operations Agreement with Mississippi Museum of Art, Inc., a Mississippi nonprofit corporation ("MMA"), to outsource a portion of the operations of the McNair-Davis Planetarium ("Planetarium"), including but not limited to venue management services; and

WHEREAS, under the proposed Agreement, MMA will be responsible for the daily operation and management of the Planetarium, including:

- Operating educational programs, shows, performances, meetings, and community events.
- Hiring, supervising, and managing all Planetarium personnel.
- Marketing and promoting the facility.
- Negotiating and administering sponsorships (including, but not limited to, all naming rights and advertising rights agreements), rentals, vendor contracts, and service agreements.
- Collecting revenues generated through Planetarium operations.

· Maintaining the facility and performing routine repairs and maintenance, provided the amounts do not exceed $5,000.
· Maintaining financial records and providing regular financial reporting to the City.
· Ensuring compliance with applicable federal, state, and local laws.

WHEREAS, the proposed Agreement will contain the following terms and conditions:

1. The Agreement is for a term of three years with three-year renewals unless either party elects not to renew;
2. The City will maintain full ownership of the Planetarium;
3. The City will make a one-time payment of $250,000.00 to MMA as "startup costs", due 15 days after execution. The City will pay an annual management fee of $130,000.00 to MMA;
4. The City will pay utilities;
5. The City will continue to insure the property;
6. The City will be responsible for repairs and improvements exceeding $5,000.00;
7. MMA will manage and maintain the Planetarium;
8. MMA will hire, pay, and supervise all employees;
9. MMA will pay all operating costs;
10. MMA will be responsible for all programming and events;
11. MMA will obtain and pay for General Liability, Professional Liability, Business Interruption, Workers' Compensation, and Umbrella insurance coverage, as well as fidelity bonds;
12. MMA will set fees;
13. MMA will provide monthly updates and financial statements to City;
14. MMA will provide annual audits to City;
15. MMA will establish a Capital Improvement Reserve Fund of up to $100,000.00 per year out of positive Net Operating Revenue, if any; and
16. MMA and the City shall equally share (50%/50%) any positive Net Operating Revenue remaining after payment of all operating expenses and funding of all required reserves.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to sign the attached Joint Operating Agreement, which is included herein by reference, with Mississippi Museum of Art, Inc., to outsource part of the McNair-Davis Planetarium's operations. Additionally, the Department of Human and Cultural Services is authorized to make payments as specified in the Agreement.

JOINT OPERATIONS AGREEMENT

This Joint Operations Agreement (this "**Agreement**") is made and entered by and between Mississippi Museum of Art, Inc., a Mississippi nonprofit corporation ("**MMA**") and City of Jackson, Mississippi, a body corporate and politic of the State of Mississippi (the "**City**") (MMA and the City are referred to individually as a "**Party**" and collectively as the "**Parties**").

WHEREAS, pursuant to Sections 43-35-1 *et seq.* of the Mississippi Code of 1972, as amended from time to time (the "**Urban Renewal Act**") and Section 57-105-1 of the Mississippi Code of 1972, as amended from time to time (the "**MS NMTC Act**"), JRA Planetarium Public Benefit Corporation, a Mississippi nonprofit corporation ("**JRA PBC**"), acquired a leasehold estate in the real property located at 201 E. Pascagoula Street, Jackson, MS 39201, and more particularly described in the JRA Ground Lease (as defined herein) (the "**Land**"), including an existing approximately 72,595 square foot building operated by City as the Russell C. Davis Planetarium and the Arts Center of Mississippi (the "**Existing Facility**" and, together with the Land, the "**Property**"), pursuant to that certain Ground Lease Agreement dated March 20, 2024 (the "**JRA Ground Lease**") between JRA PBC (in such capacity, "**Ground Lessee**") and Jackson Redevelopment Authority, a body corporate and politic and urban renewal agency of the City of Jackson, Mississippi ("**JRA**"); and

WHEREAS, pursuant to the Urban Renewal Act and the MS NMTC Act, JRA and City have entered into that certain Ground Lease Agreement dated as of March 20, 2024 (as the same may be amended, assigned, restated, modified, or supplemented from time to time, the "**City Ground Lease**") under which JRA holds a leasehold estate in the Demised Premises (as such term is defined in the City Ground Lease); and

WHEREAS, pursuant to the JRA Ground Lease, the City Ground Lease and the Development Agreement (as defined in the JRA Ground Lease), City and JRA in cooperation with JRA PBC (in its capacity as Ground Lessee), caused the construction, development, repairing, improving, adorning and equipping of the Existing Facility and other authorized purposes in connection with the same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities on the Property (collectively, the "**Improvements**"); and

WHEREAS, pursuant to the Development Agreement, JRA PBC appointed City, as developer therein, to provide for, or cause to be provided for, the completion of the construction and development of the Improvements on the Property; and

WHEREAS, JRA PBC and City entered into that certain Lease Agreement dated March 20, 2024 (the "**City Operating Lease**"), to lease the Property and the Improvements (collectively, the "**Demised Premises**") to the City as provided therein for City to operate the Planetarium (as hereinafter defined);

WHEREAS, in accordance with the requirements of the City Operating Lease, JRA PBC equipped the Demised Premises with certain furniture, fixtures, machinery and equipment necessary or desirable for the operation of the Planetarium (the "**FF&E**"); and

WHEREAS, JRA PBC, as borrower, entered into a Loan Agreement (the "**CDE Loan**

Agreement") and other ancillary loan documents with Hope New Markets 26, LLC, a Mississippi limited liability company (the "**Hope CDE Lender**") and Wells Fargo Community Development Enterprise Sub-CDE 61, LLC, a Delaware limited liability company (the "**Wells CDE Lender**" and, together with the Hope CDE Lender, the "**CDE Lenders**"), as lenders, pursuant to which the CDE Lenders made certain loans to JRA PBC, the proceeds of which were used to finance the Improvements and the FF&E and the Parties intend to comply with the various constraints with the CDE Loan Agreement; and

WHEREAS, the City now desires to enter into this Agreement in order to outsource a portion of the operations of the Demised Premises, including but not limited to Venue Management Services (as hereinafter defined) and other operations, marketing, maintenance, repairs and programming in connection with the McNair-Davis Planetarium, formerly known as the Russel C. Davis Planetarium (the "**Planetarium**") upon the terms and conditions hereinafter set forth, and MMA is willing to undertake such operations on the City's behalf; and

WHEREAS, the City believes that it would promote the goals of the City and MMA to have a thriving and active cultural center by having the Planetarium reopen and be successful; and

WHEREAS, the Parties believe that this Agreement will enable operational efficiency, expand cultural offerings, and generate economic benefits for the City by having the Planetarium managed by a cultural institution within close proximity with the Planetarium; and

WHEREAS, MMA has requested funding from the City to support its operations and management of the Planetarium; and

WHEREAS, this Agreement will ensure that the City maintains ownership of the Planetarium while collaborating with MMA to ensure the success of the Planetarium as a cultural and community asset.

NOW, THEREFORE, in consideration of the foregoing and the mutual and dependent covenants hereinafter set forth, the Parties agree as follows:

1. **DEFINITIONS.**

   a. "**Capital Repairs**" shall mean any and all repairs to or replacement of any furniture, fixtures, machinery, or equipment, which cost in excess of $5,000.00.

   b. "**Capital Improvements**" shall mean any and all additional furniture, fixtures, machinery, or equipment and any and all building additions, alterations, or renovations after the initial construction of the Improvements which cost in excess of $5,000.00.

   c. "**Emergency Expenses**" shall mean those extraordinary, unanticipated, and non-recurring costs that are not reasonably contemplated in the ordinary course of operating the Planetarium and that must be incurred to prevent or mitigate (i) imminent harm to the health or safety of patrons, staff, or the general public; (ii) significant damage to the Planetarium or its equipment, fixtures, or systems; or (iii) material interruption of the Planetarium's operations.

Emergency Expenses include, without limitation: (1) costs arising from fire, flood, storm, natural disaster, or other casualty; (2) urgent repairs to critical building systems (including HVAC, electrical, plumbing, structural, or life-safety systems) made necessary by sudden or unexpected breakdowns; (3) costs required by governmental order or emergency regulation; and (4) any other extraordinary costs reasonably determined by MMA to be immediately necessary for the protection of persons, property, or the continuity of the Planetarium's operations.

Emergency Expenses expressly exclude routine maintenance, ordinary wear-and-tear items, and any other expenses that are reasonably foreseeable and capable of being budgeted in advance.

d. "**Fiscal Year**" shall mean the City's fiscal year, which commences on October 1 of each calendar year.

e. "**Operating Expenses**" shall mean any and all expenses and expenditures of whatever kind or nature incurred, directly or indirectly, in operating the Planetarium and in providing Venue Management Services and other services under this Agreement, including expenses and expenditures for operating, managing or promoting the Planetarium, Emergency Expenses, and maintenance and repair expenses that are not Capital Repairs or Capital Improvements.

f. "**Operating Revenues**" shall mean any and all revenues of every kind or nature derived, directly or indirectly, from operating, managing or promoting the Planetarium. Operating Revenues expressly exclude charitable contributions made to MMA and revenues of every kind or nature from operations of MMA other than the Planetarium.

g. "**Net Operating Revenues**" shall mean annual Operating Revenues minus annual Operating Expenses.

2. **TERM & EARLY TERMINATION.**

a. **Initial Term**. This Agreement will take effect on the date indicated by the last signature on this Agreement (the "**Effective Date**") and will remain in effect until the date that is the last day of the month that is three (3) years after the date of the grand opening of the Planetarium (the "**Initial Term**").

b. **Opening of the Planetarium**. The Parties agree that MMA will need time to plan opening and operating the Planetarium and to hire staff to open and operate the Planetarium. Therefore, the grand opening of the Planetarium will be completed on or before December 31, 2026.

c. **Renewal Terms**. The Initial Term will be extended for an additional three (3) year period (such period is the "**Renewal Term**" and the Initial Term together with the Renewal Term is collectively the "**Term**") on the same terms and conditions set forth herein, unless MMA or the City elects not to renew the Initial Term, which

election will be made by written notice to either party no later than six (6) months prior to the end of the Initial Term. This period shall not affect either Party's ability to terminate this Agreement early, as provided in Section 2.d. From and after the date of any written notice to the City of non-renewal or from and after the date that is six (6) months prior to the expiration of the Renewal Term, MMA shall not make any single expenditure for any Operating Expenses in excess of $10,000.00 without the prior written approval by the City. MMA shall reimburse the City for any excess expenditures made without such approval.

d. **Early Termination for Cause**. Either Party may terminate this Agreement for cause in accordance with the terms of "Events of Default/Breach & Remedies" in Section 4, including material breaches and events of default as described therein. From and after the date of delivery of notice of any termination under Section 2.c.i. or ii., MMA shall not make any single expenditure for any Operating Expenses in excess of $10,000.00 without the prior written approval by the City. MMA shall reimburse the City for any excess expenditures made without such approval.

e. **Surrender**. Upon expiration of this Agreement or early termination of this Agreement, permission for MMA to use the Planetarium, including related furniture, fixtures, machinery, and equipment contained therein or owned by the City or JRA or JRA PBC, shall be revoked. Thereafter, MMA shall promptly vacate and surrender the Planetarium and all such related furniture, fixtures, machinery, and equipment. Such surrender shall be complete not later than the date of expiration of this Agreement or the date that is sixty (60) days after written notice of termination. All reports and records, including financial records, maintained by MMA relating to this Agreement, other than materials containing MMA's proprietary information, shall be delivered to the City; provided that MMA may retain copies of public or non-public records as reasonably necessary for audit, tax, archival, and defense purposes.

3. **USE OF DEMISED PREMISES/NMTC COMPLIANCE.**

a. **Use of Demised Premises**. During the Term, MMA shall be permitted to have full access and use of those portions of the Demised Premises that are necessary or desirable to operate the Planetarium consistent with the City Operating Lease. This Agreement shall not be considered a sublease of the City Operating Lease, and MMA shall have no authority to sublease or convey any portion of the Demised Premises. MMA's rights are a revocable license to access and use the Demised Premises solely to perform Venue Management Services, with no possessory interest and no right to exclude the City. Any and all usage of the Demised Premises by MMA, including but not limited to any short-term event usage by third parties, shall be subject to the NMTC Restrictions set forth in **Exhibit A** attached hereto.

b. **NMTC Compliance**. MMA acknowledges that the Improvements and the FF&E were financed utilizing federal New Markets Tax Credits (the "**Tax Credits**") authorized under Section 45D of the Internal Revenue Code of 1986, as amended (the "**Code**"), and both City and MMA agree that no action shall be taken by either

Party without the written consent of both Parties and the CDE Lenders that would in any way jeopardize or threaten the validity of the Tax Credits, or JRA PBC's status as a "qualified active low-income community business" as such term is defined in Section 45D of the Code and associated Treasury Regulations. For so long as the CDE Loan Agreement remains in effect, City and MMA shall provide such information as may be reasonably requested by the CDE Lenders to comply with requirements of the CDFI Fund (as defined in the CDE Loan Agreement) with respect to the Tax Credit data collection. The Demised Premises shall be operated in a manner that satisfies and shall continue to satisfy all restrictions applicable to the Demised Premises and real property on which the Demised Premises are located and qualified businesses under Section 45D of the Code and Treasury Regulations (as defined in the CDE Loan Agreement), which restrictions are set forth in **Exhibit A** attached hereto. The City shall make all payments due under the City Operating Lease and all payments under the CDE Loan Agreement without contribution by MMA.

4. **EVENTS OF DEFAULT & BREACH; REMEDIES.**

a. **Events of Default & Breach**.

i. The following shall be an event of default by the City upon any one or more actions, inactions, failures or defaults by the City as follows:

1. The City fails to make payments required by this Agreement within 15 (15) business days after written notice from MMA; or

2. The City fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions of this Agreement, and such failure continues without cure for more than sixty (60) days after written notice thereof from MMA, provided, however, if the failure cannot be corrected through the exercise of reasonable diligence within such sixty (60) day period, the failure shall be deemed to be timely cured, if the City commences to correct same within such sixty (60) day period and thereafter diligently prosecutes same to completion.

ii. The following shall be an event of default by MMA upon any one or more actions, inactions, failures or defaults by MMA as follows:

1. An admission by MMA in writing of its inability to pay its debts as they become due;

2. The filing of a petition for Bankruptcy or for reorganization or arrangement under the Bankruptcy code as now or in the future amended, or file a pleading asking for such relief, or have or suffer to be filed an involuntary petition in Bankruptcy against it which is not contested and discharged within sixty (60) days;

3. Making an assignment for the benefit of creditors;

4. Consenting to an appointment of a trustee or receiver for all or a major portion of its property;

5. Being adjudicated as bankrupt or insolvent under any Federal or State law;

6. Suffering the entry of a court order under any Federal or State law appointing a receiver or trustee for all or a major portion of its property or ordering the winding up or liquidation of its affairs or approving a petition filed against it under the Bankruptcy code, as now or in the future amended, which order, if not consented to by it, shall not be vacated, denied, set aside or stayed within 60 days of its entry; or

7. Discovery of misappropriation by MMA or any representative or employee of MMA of any funds belonging to the City that are in the possession or control of MMA, including without limitation monies from any operating fund or capital fund for the Planetarium that is not covered by fidelity insurance or bond in the City's favor.

8. MMA fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions of this Agreement, and such failure continues without cure for more than sixty (60) days after written notice thereof from the City; provided, however, if the failure cannot be corrected through the exercise of reasonable diligence within such sixty (60) day period, the failure shall be deemed to be timely cured, if MMA commences to correct same within such sixty (60) day period and thereafter diligently prosecutes same to completion.

b. **Remedies**

i. Upon any event of default by the City set forth in Section 4.a.i., MMA may terminate this Agreement by written notice to the City, which termination will be effective on the date set forth in the notice.

ii. Upon any event of default by MMA set forth in Section 4.a.ii., the City may terminate this Agreement by written notice to MMA, which termination will be effective on the date set forth in the notice.

iii. Upon any termination of this Agreement under this Section 4, all allowable Operating Expenses incurred ~~or committed~~ prior to the effective date of termination shall be paid using funds on deposit in the account(s) maintained by MMA for the operation and management of the Planetarium. Upon such termination, all further obligations of the Parties hereunder shall terminate, except for the obligations that are intended to survive the

termination or expiration of this Agreement, including without limitation obligations to make payments for amounts due and owing, to defend, indemnify, and hold harmless the City or MMA, and to maintain and disclose records, audits, and reports. Neither Party is liable to the other Party for consequential, punitive or exemplary damages.

iv. Dispute Resolution. The parties agree to encourage the amicable resolution of disputes arising out of or relating to the interpretation, application or enforcement of this Agreement, or the rights, obligation and duties of any party under this Agreement without the emotional and financial costs of litigation. Accordingly, each party covenants and agrees to use good faith efforts to resolve such claims, grievances or disputes ("**Claims**") using the procedures set forth in this Section 4.b.iv. before filing suit in any court.

Mandatory Procedures.

(a) Notice. If either party having a Claim ("**Claimant**") against the other party ("**Respondent**") (collectively, the "**Parties**") shall notify Respondent in writing (the "**Notice**"), stating plainly and concisely: (i) the nature of the Claim and Respondent's role in the Claim; (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (iii) Claimant's proposed remedy; and (iv) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. Upon receipt of a written request from any Party accompanied by a copy of the Notice, the Parties may appoint a representative to assist the Parties in resolving the dispute by negotiation.

(c) NonBinding Mediation. If the Parties do not resolve the Claim through negotiation within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("**Termination of Negotiations**"), then Claimant shall have thirty (30) additional days within which to submit the Claim to mediation. If Claimant does not submit the Claim to mediation within thirty (30) days after Termination of Negotiations or does not appear for the mediation~~, then Claimant shall be deemed to have waived the Claim; provided, nothing herein shall release or discharge Respondent from any liability to persons not a party to the foregoing proceedings.~~ Any settlement of the Claim through mediation shall be documented in writing by the mediator. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, the mediator shall issue a notice of termination of the mediation proceedings ("**Termination of Mediation**"). The Termination of Mediation notice shall set forth the date that mediation was terminated.

Allocation of Costs of Resolving Claims.

Each Party shall bear all its own costs incurred prior to, during and after the proceedings described in Section 4.b.iv., including the fees of its attorney or other representative. Each Party shall share equally all charges rendered by the mediator(s) pursuant to Section 4.b.iv.(c).

Enforcement of Resolution.
If the Parties agree to resolve any Claim through negotiation or mediation in accordance with Section 4.b.iv. and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in this Section 4.b.iv

The obligation to arbitrate and mediate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by mediation of the actual dispute.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

5. **SCOPE OF SERVICES TO BE PROVIDED BY MMA:** MMA will manage the operations of the Planetarium and provide facility maintenance, ensuring high-quality service and safety standards.

a. **Venue Management Services**.

i. MMA will manage and operate the Planetarium to provide educational programming in the theatre, to schedule meetings, for concerts and performances and other live events in the theatre, to program the educational space on the second floor for classes and other gatherings appropriate for the capabilities of that space and for other services (collectively "**Venue Management Services**") consistent with the terms and conditions of this Agreement.

ii. MMA shall have control and authority over the day-to-day operations of the Planetarium, including with respect to Venue Management Services, consistent with the terms and conditions of this Agreement.

iii. Under this Agreement, "**Venue Management Services**" will include the following:

1. employ, supervise, direct and terminate employees and personnel for the effective management of the Planetarium;

2. provide day-to-day administrative services in support of the Venue Management Services, including the maintenance of records;

3. collect and remit to the proper governmental authorities any taxes, including, but not limited to, sales tax, where such taxes arise out of goods or services sold in regard to the operation of the Planetarium;

4. consistent with the terms of this Agreement cause the Planetarium to be in compliance with applicable law, including providing access for persons with disabilities consistent with the Americans with Disabilities Act (as amended) to the extent that such access can reasonably be provided utilizing funding to the extent of Operating Revenues and additional funding provided by the City. To the extent that any ADA violation exists at the time of executing this Agreement, any penalties and remediation cost for such ADA non-compliance shall be the responsibility of the City separate and apart from any funding for the Planetarium or the Management Fee;

5. provide within the Premises adequate wayfinding signage for patrons;

6. impose appropriate fees on admissions, with the amounts collected from the imposition of such fees to be used in operating and maintaining the Planetarium, including the payment of all Operating Expenses;

7. negotiate, administer, and execute in MMA's name but for the benefit of the City and/or the Planetarium agreements reasonably necessary for the performance of this Agreement, where such agreements may include licenses, occupancy agreements, sponsorship agreements (including but not limited to all naming rights and advertising rights agreements), rental agreements, supplier agreements, and service contracts; provided, however, that in the event that any such agreements extend beyond the then-current term of this Agreement, advance written approval is obtained from the City and provided, further, that such agreements are otherwise consistent with the terms of this Agreement;

8. perform event-related facility maintenance as may be reasonably needed to maintain the Planetarium and the furniture, fixtures, machinery, and equipment in good repair and a clean condition, reasonable wear and tear excepted, and in compliance with all applicable laws, including federal, state, and local laws, rules, and regulations;

9. maintain a complete inventory of all existing capital assets (exclusive of food and beverage-related capital assets);

10. establish operating, payroll, and other bank accounts for operation and management of the Planetarium as required by Section 5.c.

11. pay, when due, all Operating Expenses from accounts established by MMA for the operation and maintenance of the Planetarium; and

12. take other action as may otherwise be reasonably necessary for other operations, marketing, maintenance, repairs and programming in connection with the Planetarium.

b. **Maintenance and Improvements to Facility.**

i. MMA shall perform, or cause to be performed, all facility maintenance services and shall provide and maintain all systems necessary or appropriate to ensure the proper operation and upkeep of the Planetarium, in a manner consistent with all applicable laws, including federal, state, and local laws, rules, and regulations. MMA shall be responsible for the routine maintenance and repair of the Premises.

ii. Capital improvements to the Demised Premises shall be the responsibility of the City; provided, however, that MMA may perform emergency repairs as and when needed. The City shall reimburse MMA for such emergency repairs outside of the compensation stated elsewhere in this Agreement if the authorities governing the City approve the cost after consideration of documentation provided by MMA, including invoices, receipts, work orders, or other evidence of the nature and necessity of the cost.

c. **Operating Accounts**. MMA shall establish and maintain in one or more depositories one or more operating, payroll, and other bank accounts for the services to be provided pursuant to this Agreement for the Planetarium, which accounts will be governed by the following:

i. All Operating Revenues collected by MMA and payments made by the City for startup expenses and annual management fees shall be deposited by MMA into the operating, payroll, and other bank accounts, and Operating Expenses shall be paid by MMA from such accounts. In accordance with Section 5.c.iii., Section 7.c. and Section 7.d., funds may be deposited in the Capital Improvement Reserve Fund (as hereinafter defined). The City shall have no transactional authority over MMA accounts.

ii. Operating Revenues and Operating Expenses related to the Planetarium shall be accounted for separately and maintained by MMA in accounts separate from those relating to other revenues received by MMA for fees or from its other business operations.

iii. MMA shall at all times use the funds in the several accounts described within this Section 5 to provide the Venue Management Services. Upon expiration or early termination of this Agreement, MMA shall promptly provide the City with a statement of such

funds, including known/anticipated receivables and existing liabilities. Upon termination or expiration of this Agreement, any available funds of the Planetarium shall first be used to satisfy known Planetarium liabilities (including payroll, taxes, vendor invoices, and any unpaid, pro-rated portion of the Management Fee).

iv. MMA shall keep full and accurate accounting records relating to any and all event activities at the Planetarium. MMA shall give the person designated by the City access to such books and records during reasonable business hours and upon reasonable advance notice. MMA shall keep and preserve all sales slips, rental agreements, purchase orders, sales books, credit card invoices, bank books or duplicate deposit slips, and other evidence of Operating Revenues and Operating Expenses for at least three (3) years.

d. **Budget**. MMA will prepare an annual operating budget and annual cash flow projections for each Fiscal Year needed to support the Venue Management Services. MMA will submit the annual operating budget and annual cash flow projections to the City by providing copies to the City's CFO and Director of Human and Cultural Services for informational purposes and not for approval. MMA will use its best efforts to submit the Fiscal Year budget for the first partial year of this Agreement on or before August 1, 2026, and to submit such annual budgets for subsequent Fiscal Years on or before June 30 preceding the start of the next Fiscal Year.

e. **Reporting**.

i. By the tenth (15th) day of each month during this Agreement, MMA shall provide to the Director of Human and Cultural Services and City's CFO a financial statement for the Planetarium, including a YTD balance sheet, income statement, and statement of cash flows through the previous month. The income statement will show variance to the YTD budget. MMA will provide bank account balances for operating accounts and the balance and uses of funds in the Capital Improvement Reserve Fund.

ii. MMA shall, within ninety (90) days after the end of each Fiscal Year, provide an annual audit report by an independent certified public accountant to the Director of Human and Cultural Services and City's CFO.

iii. The City's CFO shall have the right to conduct a review of any statement or report delivered in connection with this Agreement.

6. **SCOPE OF SERVICES TO BE PROVIDED BY THE CITY.**

a. The City hereby grants MMA permission to enter the Planetarium and to use the

furniture, fixtures, machinery, and equipment contained therein for providing the Venue Management Services. MMA is permitted to exercise control over the Planetarium and the furniture, fixtures, machinery, and equipment contained in the Planetarium as may be needed for the provision of the Venue Management Services.

b. Subject to the terms of the City Operating Lease, the City at all times remains the owner of the Planetarium, including all furniture, fixtures, machinery, and equipment contained therein, and of the real property on which the Improvements are situated. No real property interest is conveyed to MMA under this Agreement, as this is a contract for services. The City will pay the Base Rent and other charges due under the City's Lease Agreement ~~Operating Lease.~~

c. Representatives of the City shall have the right to enter all portions of the Planetarium for purposes including without limitation to conduct inspections, to observe the performance of MMA in its obligations under this Agreement, to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the Planetarium, or to do any act or thing which the City may be obligated or have the right to do under this Agreement or otherwise. In connection with the exercise of such rights, the City will endeavor to provide (but is not obligated to provide) advance notice to MMA for security purposes and to minimize any interference with or disruption of MMA's work under this Agreement. Nothing contained in this Section or this Agreement is intended or shall be construed to limit any other rights of the City under this Agreement nor to impose or to be construed to impose upon the City any independent obligation to construct or maintain or make repairs, replacements, alterations, additions or improvements or create any independent liability for any failure to do so. Except in cases of emergency, the City shall not exercise its rights under this paragraph in a manner that interrupts an active show, performance, or event at the Planetarium. The City shall indemnify and hold harmless MMA for any damages to third parties caused by the City exercising its rights under this Section 6.c. in a manner which causes disruption to a show, performance, or event at the Planetarium.

d. In addition to the Management Fee, the City will pay insurance premiums required by its obligations under this Agreement and the City Operating Lease and all utility costs (including without limitation electricity, natural gas, and water). MMA will pay all other operation and maintenance costs.

7. **COMPENSATION AND RESERVE FUND.**

a. Within fifteen (15) days after the Effective Date, the City shall pay $250,000 to MMA to provide sufficient funds for the reopening of the Planetarium which shall provide for staffing expenses prior to the opening date and other expenses related to the cost of opening, operating and maintaining the Planetarium.

b. Beginning with the Fiscal Year commencing October 1, 2026, and continuing for each Fiscal Year during the Term, the City shall pay to MMA an annual

management fee of $130,000.00 (the "**Management Fee**") within thirty (30) days of the first business day of each Fiscal Year.

c. MMA will establish a reserve fund (the "**Capital Improvement Reserve Fund**"). The Capital Improvement Reserve Fund will be funded in the amount of $100,000 for each Fiscal Year during the Term after the first Fiscal Year. To the extent there is positive Net Operating Revenue in any Fiscal Year during the Term, MMA shall retain funds remaining at the end of the Fiscal Year and will deposit said funds into the Capital Improvement Reserve Fund up to the amount of $100,000 per year. The Capital Improvement Reserve Fund shall, when available, be used to pay for Capital Improvements or Capital Repairs, to purchase additional furniture, fixtures, machinery, or equipment for the Planetarium, to replace obsolete or non-functioning furniture, fixtures, machinery, or equipment and/or to repair furniture, fixtures, machinery, or equipment.

d. If, after each annual audit report is received, the audit report shows positive Net Operating Revenue for the preceding Fiscal Year after subtracting the funds required to fund the Capital Improvement Reserve Fund, then MMA shall be entitled to retain sixty percent (60%) of the surplus Net Operating Revenue as a performance bonus, with the remainder returned to the City.

8. **SIGNAGE**. All signage (interior, exterior, permanent, temporary), including signage provided under the terms of sponsorship agreements, shall comply with applicable law and shall be maintained in good and clean condition, reasonable wear and tear excepted.

9. **USE OF CITY NAME AND LOGO**. In connection with its activities under this Agreement, including without limitation advertising relating to the Planetarium, the Parties shall be permitted to use the terms "City of Jackson" and "McNair-Davis Planetarium" and associated logos for such names in advertising and promotional materials. However, the City shall retain the right to disallow such activities, uses, and advertising and the use of the term "City of Jackson" at any time.

10. **EMPLOYEES.** MMA shall select, train and employ such number of employees as it deems necessary or appropriate to satisfy its responsibilities hereunder, and shall have exclusive authority to hire, terminate and discipline any and all personnel working in connection with the provision of services under this Agreement. MMA's employees shall not for any purpose be considered to be employees of the City. MMA shall be solely responsible for their supervision and daily direction and control, for setting and paying such employees' compensation (including federal, state and local income tax withholding) and any employee benefits and for discipline, including termination, of employees. All costs related to employees of MMA serving for the Planetarium shall be Operating Expenses.

11. **DEFENSE, INDEMNIFICATION AND HOLD HARMLESS**

MMA shall indemnify, defend, and hold the other City harmless or will provide such insurance is necessary to cover indemnification for claims to the extent arising from MMA's negligence or willful misconduct. This duty to indemnify, defend and hold harmless, is to

the fullest extent permitted by law and applies to MMA, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every kind and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury by employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from the misfeasance, omission of duty, negligence or wrongful act on the part of MMA in its performance of the work or the enforcement of this Agreement, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of MMA.

12. To the extent it is permitted by the constuition and the laws of the State of Mississippi, neither**INSURANCE.**

a. City shall cause to be maintained such insurance on the Demised Premises as is required by the City Operating Lease.

b. MMA shall secure and shall keep in force at all times during the term of this Agreement the following types, coverages, and amounts of insurance:

i. General Liability Insurance including Comprehensive Form, Premises-Operations, Products/Completed Operations, Blanket Broad Form Contractual, Independent Contractors, Liquor Liability, and Broad Form Property Damage Coverage with minimum limits of not less than one million dollars ($1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage.

Automobile Liability Insurance for owned, hired and non-owned vehicles for business use covering all vehicles operated by MMA officers and employees in connection with the Planetarium and the services provided under this Agreement with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence (including an extension of hired and non-owned coverage) for Bodily Injury and Property Damage;

ii. Claims-made Professional Liability Insurance with minimum limits of not less than one million dollars ($1,000,000.00).

iii. Claims-made Business Interruption Insurance to lost revenue because of infrastructure deficiencies or failures, with minimum limits of not less than one million dollars ($1,000,000.00).

iv. Umbrella coverage with a limit of five million dollars ($5,000,000.00) in the aggregate.

v. Claims-made fidelity/crime insurance or bond covering MMA's employees for services provided under this Agreement.

vi. Workers Compensation insurance as required by the laws for the State of Mississippi.

c. The terms of all insurance policies referred within this Agreement shall preclude subrogation claims against MMA, the City, and their respective partners, members, officers, directors, employees and agents.

d. All policies shall be written so that the City will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates of insurance from the carrier, or their authorized agent, with the appropriate additional insured endorsement attached showing the City as an additional insured and stating the limits of liability and expiration date which are acceptable to the City shall be submitted to the Director of Human and Cultural Services and the City's CFO with and accepted by the City before operations are begun. The intent is that this insurance, with the City being named as an additional insured, is to be primary.

13. **ASSIGNMENT.** MMA is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement or MMA's right, title, or interest in this Agreement to any other person or entity without prior written consent by the City and the CDE Lenders. MMA may assign to affiliates and subcontract specialty functions needed to operate the Planetarium such as concessions, A/V, rigging, credit card payment, etc.

14. **INDEPENDENT CONTRACTOR.** MMA is an independent contractor. Neither MMA, nor MMA's officers, employees, agents, or servants shall hold themselves out as, or claim to be, officers or employees of the City.

15. **NO PARTNERSHIP OR JOINT VENTURE.** Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City and MMA.

16. **GOVERNMENTAL COMPLIANCE**. MMA shall comply with all applicable law in providing services under this Agreement, where such law includes federal, state, and local laws, rules, and regulations.

17. **LICENSES AND PERMITS.** MMA shall obtain all licenses or permits required for MMA's services or work under this Agreement.

18. **TAXES.** MMA shall collect and remit to the proper governmental authority all taxes arising out of services performed under this Agreement, including without limitation sales taxes.

19. **NO LIENS.** MMA shall not permit any liens or encumbrances to be made on the Demised Premises or on any furniture, fixtures, machinery, and equipment contained therein.

20. **SUSPENSION AND DEBARMENT.** MMA certifies that MMA and any person associated with MMA in the capacity of director, officer, or employee is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, and has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

21. **NONDISCRIMINATION.** The Parties agree to comply with all applicable state and federal laws, rules, and regulations governing equal employment opportunity, immigration, and nondiscrimination.

22. **FORCE MAJEURE.** Each Party is 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 such Party, 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 any Party illegal, impossible, inadvisable, or commercially impracticable. Deadlines are extended under this Section only for the duration of the event at issue. Payment obligations for past-due amounts are not excused due to the operation of this Section. To the extent reasonably practicable, the Parties will mitigate and resume performance promptly.

23. **AGREEMENT MODIFICATIONS.** This Agreement represents the entire and integrated agreement between City and MMA concerning the management and marketing of the Planetarium and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party; provided, however, that the Agreement shall not be amended, modified, supplemented, or waived by the Parties without the prior written consent of the CDE Lenders.

24. **SEVERABILITY.** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

25. **REPRESENTATIONS AND WARRANTIES.** The City represents and warrants to MMA that (i) the City has full legal right, power and authority to enter into and perform its obligations hereunder, (ii) this Agreement has been duly executed and delivered by the City and constitutes a valid and binding obligation of the City, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles, and (iii) the execution and delivery of this Agreement will not violate or cause a

breach (with or without notice or the passage of time) under any agreement to which the City is a party, including, without limitation, this Agreement.

MMA represents and warrants to the City the following: (i) MMA has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by MMA and constitutes a valid and binding obligation of MMA, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles, and (iii) the execution and delivery of this Agreement will not violate or cause a breach (with or without notice or the passage of time) under any agreement to which MMA is a party, including, without limitation, this Agreement.

26. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the internal laws of the State of Mississippi, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue will be a court of competent jurisdiction in Hinds County, Mississippi. MMA consents to such jurisdiction.

27. **NON-WAIVER.** A failure by any Party to take any action with respect to any default or violation by another Party of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such Party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

28. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.

29. **NOTICES.** Any notice, consent or other communication given pursuant to this Agreement will be in writing addressed to such party as set forth below or as such party may designate by written notice given to the other parties in accordance herewith (addresses on **Exhibit B**).

If to the City, to: Chief Administrative Officer, City of Jackson
Director of Human and Cultural Services, City of Jackson
City Attorney, City of Jackson

With copies to: City Attorney, City of Jackson
and Jetson G. Hollingsworth, Butler Snow LLP

If to MMA, to: Betsy Bradley, Executive Director

With a copy to: _____

If JRA PBC, to: _____

With a copy to: Jetson G. Hollingsworth, Butler Snow LLP

Any notice, consent or other communication required to be given to CDE Lenders pursuant to

this Agreement will be in writing addressed to the entities set forth in **Exhibit C**.

SIGNATURES ON FOLLOWING PAGE

Mississippi Museum of Art, Inc.

By: _____ Date: _____
Title: _____

City of Jackson, Mississippi

By: _____ Date: _____
Title: _____

ATTEST:

_____
Title: _____

This Agreement shall not become effective unless and until the written consent of the CDE Lenders (and, if required under the City Operating Lease, JRA PBC) is obtained. [How and when will consent be documented?]

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EXHIBIT A
NMTC RESTRICTIONS

MMA shall use the Demised Premises only for the uses described in this Agreement and for no other purpose without the prior written consent of the CDE Lenders. In no event shall any portion of the Demised Premises be used or subleased to any party for any trade or business, either as a principal or an ancillary business, that is an excluded business under Section 1.45D 1(d)(5)(iii)(B) of the Treasury Regulations, including, without limitation, any one or more of the following: (i) the rental to others of "residential rental property" (as such term is defined in Section 168(e)(2)(A) of the Code); (ii) the operation of any private or commercial golf course, country club, massage parlor, hot tub or suntan facility, race track or other facility used for gambling, any store the principal business of which is the sale of alcoholic beverages for consumption off premises, or any check cashing store; (iii) the development or holding of intangibles for sale or license; (iv) farming (within the meaning of Section 2032A(e)(5)(A) or (B) of the Code); (v) the operation of any bank, credit union or other financial institution; provided that any tenant or subtenant may operate a state or federally chartered bank or thrift; (vi) any type of sexually oriented business, adult entertainment or adult bookstore; including but not limited to any facility selling or displaying adult or pornographic books, literature, videotapes or materials in any medium, or any facility providing adult entertainment or other adult services (for purposes of this limitation, materials or activities shall be considered "adult" or "pornographic" if the same are not available for sale or rental to children under eighteen (18) years old because they explicitly deal with or depict human sexuality); (vii) escort services, dating services, or similar matchmaking or companion services; (viii) without limitation of (ii) above, bingo or similar games of chance, including, without limitation, the sale of lottery tickets; (ix) the sale of any firearms, ammunition or weapons, or a shooting gallery of any type; (x) the sale of fireworks, except as an incidental part of another primary business; (xi) pay day lending activities, pay day advances, pay check advances, or any similar type of lending activity; (xii) pawn shops, pawn brokers, car title lenders (which, for purposes of this limitation, will not include auto loans made by a state or federally chartered bank or thrift), or any similar type of lending activity; (xiii) check cashing services, except as an incidental part of another primary business or incident to the banking activities of a state or federally chartered bank or thrift; (xiv) debt collection activities, debt consolidation services, credit repair or credit restoration activities, except as such activities are incidental to banking activities conducted by a state or Federally chartered bank or thrift; (xv) bail bond services of any kind, or any activities of a bail bond agent; (xvi) the sale, distribution, marketing, or production of medical marijuana, medical cannabis or any constituent cannabinoids such as THC, as well as any substance considered to be synthetic cannabinoids (this limitation applies broadly, regardless of whether the activity is conducted by collectives, collective caregivers, co-ops, growers, or any other entity or organization); (xvii) the sale, distribution, or manufacture of any type of drug paraphernalia; (xviii) tattoo parlors or any establishment that performs tattooing; (xix) a bar, restaurant or other establishment, the principal business of which is the sale of alcohol for consumption on premises (for purposes of this limitation, an establishment shall be considered to have the sale of alcohol for consumption on premises as a principal business if: (a) alcohol sales amount to fifty percent (50%) or more of the establishment's gross receipts in any month; (b) there is no independent, full service kitchen to service in restaurant dining; (c) there are no waiters and table service for dining; (d) minors are prohibited from entry during all or at specified times of the day; or (e) more than thirty percent (30%) of the square footage of the premises is devoted

principally to the sale and consumption of alcohol on premises); (xx) businesses based predominantly on inbound or outbound telemarketing activities, except as such calls are an incidental part of another primary business; or (xxi) multi-level marketing activities, the sale of multi-level business opportunities or network marketing activities.

EXHIBIT B

If to the City, to:	Chief Administrative Officer, City of Jackson Director of Human and Cultural Services, City of Jackson
With a copy to:	City Attorney, City of Jackson P.O. Box _____ Jackson, MS _____ Telephone: (601) 960-1799 E-mail: dmartin@city.jackson.ms.us
If to MMA, to:	Mississippi Museum of Art, Inc. 380 S. Lamar Street Jackson, MS 39201 Attention: Betsy Bradley Telephone: (601) 960-1515 E-mail: bbradley@msmuseumart.org
With a copy to:	_____ _____ _____ Attention: _____ Telephone (601) _____ E-mail: _____
If Public Benefit Corp, to:	_____ _____ _____ Attention: _____ Telephone (601) _____ E-mail: _____
With a copy to:	Butler Snow LLP 1020 Highland Colony Parkway, Suite 1400 Ridgeland, MS 39157 Attention: Jetson G. Hollingsworth Telephone: (601) 985-4404 E-mail: Jet.Hollingsworth@butlersnow.com

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EXHIBIT C

ADDRESSES OF EACH CDE LENDER AND OTHER FINANCING PARTIES

If to the Hope CDE Lender:	Hope Enterprise Corporation Hope New Markets 26, LLC 4 Old River Place Jackson, MS 39202 Attention: Alan Branson Telephone: (601) 944-1100 E-mail: alan.branson@hope-ec.org
With a copy to:	Jones Walker LLP 201 St. Charles Avenue, Suite 5100 New Orleans, LA 70170 Attention: Aileen Thomas E-mail: athomas@joneswalker.com
If to the Wells CDE Lender:	Wells Fargo Community Development Enterprise Sub-CDE 61, LLC c/o Wells Fargo Community Development Enterprises, Inc 401 B Street, Suite 1100 MAC E2901-110 San Diego, CA 92101 Attention: Deal Manager Telephone: (469) 729-7482
With a copy to:	Nixon Peabody LLP 799 9th Street, NW Suite 500 Washington, DC 20001 Attention: Greg Doran E-mail: gdoran@nixonpeabody.com

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Vice President Parkinson moved adoption; **President Hartley** seconded.

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President Hartley recognized **Terry Williamson, Legal Counsel,** who provided a brief overview of said item**.**

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Thereafter, **President Hartley,** called for a vote on said item:

Yeas – Brown-Thomas, Foote, Grizzell, Hartley, Parkinson.
Nays – Clay.
Absent – Stokes.

* * * * * * * * * * * * * *

ORDER RATIFYING AND AUTHORIZING THE ACCEPTANCE OF THE FY 2026 HOMELAND SECURITY GRANT OF $1,002,150.00 TO CITY OF JACKSON THE DEPARTMENT OF INFORMATION TECHNOLOGY TO SUPPORT CYBER SECURITY OPERATIONS.

WHEREAS, on June 15, 2026, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), awarded the City of Jackson Department of Information

Technology a $1,002,150.00 grant (23CS221) for homeland security projects to prevent, protect against, respond to and recover from terrorist attacks; and,

WHEREAS, the proposed period of performance began June 15, 2026, and will end on November 30, 2028; however, according to the grant agreement, the period of performance will commence on the date of acceptance of the City's award execution and shall continue through June 15, 2026, unless terminated by the MOHS and/or the Department of Public Safety (DPS); and,

WHEREAS, the grant will assist the City of Jackson Department of Information Technology with the critical hardware and technical resources necessary to transition from vulnerable public networks to a hardened, private infrastructure. These resources will eliminate single-points-of-failure, secure remote access points against credential theft, and provide the mobile infrastructure required to respond to and recover from high-tier cybersecurity threats and grid hazards; and,

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

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

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

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

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

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

WHEREAS, it is in the best interest of the City of Jackson that the governing authority authorize and ratify the acceptance of a $1,002,150.00 grant (23CS221) to provide federal funds for homeland security projects to enhance the City to prevent, protect against, respond to, and recover from terrorist attacks from MOHS/DPS.

IT IS, THEREFORE, ORDERED that the acceptance of the grant award of $1,002,150.00 is hereby ratified and that the Mayor is authorized to execute all documents for the acceptance and administration of the FY 2026 MOHS federal grant of $1,002,150.00 to be spent in accordance with the grant award and the conditions set forth in this Order.

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

President Hartley moved adoption; **Council Member Brown-Thomas** seconded.

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President Hartley recognized **Chelsea Chicosky, Deputy City Attorney,** who provided a brief overview of said item.

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Thereafter, **President Hartley,** called for a vote on said item:

Yeas – Brown-Thomas, Foote, Hartley, Parkinson and Stokes.
Nays – Clay and Grizzell.

Absent – None.

Note: Council Member Stokes returned to the meeting during the discussion.

* * * * * * * * * * * * * *

There came on for consideration, Agenda Item No. 34:

ORDER AUTHORIZING THE MAYOR TO TERMINATE THE MANAGEMENT AGREEMENT WITH METROPOLIS (FORMERLY SP PLUS CORPORATION) TO OPERATE THE CITY'S METERED PARKING SYSTEM. Said item was pulled by the Administration.

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Note: Council Member Stokes left the meeting.

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ORDER RATIFYING THE PROCUREMENT OF EVENT SERVICES PROVIDED FOR THE CITY OF JACKSON "DOING BUSINESS WITH THE CITY" EVENT HELD ON DECEMBER 11, 2025, AND AUTHORIZING PAYMENT OF THE OUTSTANDING BALANCE OF INVOICE #158965 TO THE JACKSON CONVENTION COMPLEX.

WHEREAS, the Department of Planning and Development conducted the City of Jackson's "Doing Business with the City" event on December 11, 2025, at the Jackson Convention Complex; and

WHEREAS, the Jackson Convention Complex provided meeting space ($0.00), food and beverage services ($5,664.0), audio-visual equipment and support ($1,200.00), and event staffing ($1,325.00) necessary for the successful execution of the event; and

WHEREAS, the Jackson Convention Complex submitted Invoice No. 158965 for the services rendered in connection with the event; and

WHEREAS, the Central Mississippi Growth Foundation previously made a payment of Six Thousand Eight Hundred Forty-Four Dollars and Sixty Cents ($6,844.60) directly to the Jackson Convention Complex, leaving an outstanding balance of One Thousand Three Hundred Forty-Four Dollars and Forty Cents ($1,344.40); and

WHEREAS, the total amount invoiced for the event was Eight Thousand One Hundred Eighty-Nine Dollars ($8,189.00); and

WHEREAS, the Department of Planning and Development has reviewed Invoice No. 158965 and determined that the remaining balance of $1,344.40 represents services that were received by the City and for which payment is due; and

WHEREAS, it is in the best interest of the City of Jackson to ratify the procurement of these services and authorize payment of the remaining outstanding balance; and

WHEREAS, Section 17-3-1 of the Mississippi Code authorizes the mayor and board of aldermen or board of commissioners of any municipality in the State of Mississippi to expend money not to exceed one mill of their respective valuation and assessment for the purpose of advertising and bringing favorable notice of the opportunities, possibilities, and resources of the municipality; and

WHEREAS, Section 17-3-3 of the Mississippi Code states that advertising includes expositions, public entertainment, or other forms of advertising or publicity which in the judgment of such board or boards will be helpful toward advancing the moral, financial, and other interests of the municipality.

IT IS HEREBY ORDERED that the procurement of the event services provided by the Jackson Convention Complex for the City of Jackson's "Doing Business with the City" event held on December 11, 2025, is hereby ratified, and that the governing authority for the City of Jackson find that the payment of $1,344.40 to the Jackson Convention Center for food, labor, audio visual, and beverage provided during the event was to advance the moral and other interests of the City of Jackson, to promote Jackson, and to bring into favorable notice the opportunities, possibilities, and resources of the City.

IT IS FURTHER ORDERED that the Mayor is authorized to pay the outstanding balance of One Thousand Three Hundred Forty-Four Dollars and Forty Cents ($1,344.40) to the Jackson Convention Complex.

Vice President Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

– – – – – – – – – – – – – –

President Hartley recognized **Michael Davis, Office of Economic Development,** who provided a brief overview of said item.

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Thereafter, **President Hartley,** called for a vote on said item:

Yeas – Brown-Thomas, Clay, Foote, Hartley, Parkinson.
Nays – Grizzell.
Absent – Stokes.

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There came on for consideration, Agenda Item No. 36:

ORDER ACCEPTING THE RENEWAL PROPOSAL SUBMITTED BY IVS, INC DOING BUSINESS AS ANGELTRAX TO PROVIDE A HOSTED SERVER, ONLINE SURVEILLANCE MANAGEMENT SOFTWARE, AND PREVENTIVE MAINTENANCE SERVICES AT A COST NOT TO EXCEED $29,608.00 FOR A PERIOD OF TWELVE MONTHS. President Hartley stated that **s**aid item would be tabled until July 31, 2026.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH MYRIAD ENGINEERING SOLUTIONS, LLC FOR THE SHAW ROAD BRIDGE REHABILITATION PROJECT.

WHEREAS, the City of Jackson is awarding a construction contract for the Shaw Road Bridge Rehabilitation Project and is in need of construction engineering and inspection services; and

WHEREAS, the City of Jackson ("OWNER") previously retained Myriad Engineering Solutions, LLC ("CONSULTANT") to provide engineering design and bidding phase services for the Shaw Road Bridge Rehabilitation Project; and

WHEREAS, the Department of Public Works, Engineering Division, is recommending that the City retain Myriad Engineering Solutions, LLC to provide the needed construction engineering and inspection services due to its familiarity with the project design; and

WHEREAS, Myriad Engineering Solutions, LLC has provided a total cost estimate of $74,762.84, which includes all labor costs and direct costs to provide construction engineering and inspection services for the project; and

WHEREAS, the form of the Construction Engineering and Inspection Services Agreement will be the Mississippi Department of Transportation Local Public Agency Program, Construction Engineering and Inspection Contract Boilerplate form agreement; and

WHEREAS, the contract provides the following with respect to the term of the contract and funding availability:

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above-named project is successfully completed to the satisfaction of the OWNER at which time this CONTRACT shall absolutely and finally terminate.

The CONSULTANT may not begin working on any feature of this PROJECT prior to receiving a Notice to Proceed from the OWNER. The services of the CONSULTANT are expected to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the OWNER and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the OWNER agrees to pay the CONSULTANT for the construction Engineering services to complete the project.

During the term of this CONTRACT, the OWNER reserves the right to terminate this CONTRACT, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The OWNER shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the OWNER. In no event shall the OWNER be liable for lost profits or other consequential damages. and

It is expressly understood and agreed that the obligation of the OWNER to proceed under this CONTRACT is conditioned upon the availability of funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient through the failure of the OWNER's governing authorities to budget funds, the OWNER shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the OWNER of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination;

and

WHEREAS, any dispute between the OWNER and the CONSULTANT shall be resolved as follows:

This CONTRACT shall be deemed to have been executed in Hinds County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Hinds County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the OWNER be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT;

and

WHEREAS, the representatives for the parties to the agreement to receive notice are as follows:

LPA:

For Contractual Matters:
John Horhn, Mayor
City of Jackson
219 South President Street
Jackson, MS 39201

For Technical Matters:
Lorenzo Anderson, P.E.
Director
City of Jackson
200 South President Street
Jackson, MS 39201

Phone: 601-960-1086
jhorhn@jacksonms.gov

Phone: 601-960-2091
landerson@city.jackson.ms.us

CONSULTANT:

For Contractual Matters:
Stephanie S. Vivians
Myriad Engineering Solutions, LLC
4780 I-55 North, Suite 100
Jackson, MS 39211
Phone: 601-207-1560
Fax: 769-230-3586
svivians@myriadengrsolns.com
Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. #____18336_____

For Technical Matters:
Stephanie S. Vivians
Myriad Engineering Solutions, LLC
4780 I-55 North, Suite 100
Jackson, MS 39211
Phone: 601-207-1560
Fax:769-230-3586
svivians@myriadengrsolns.com
Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E.#____18336_____; and

WHEREAS, the scope of work is as follows:

CONSTRUCTION ENGINEERING SERVICES:

Construction Engineering services shall consist of all Engineering work, respectively, involved from the contract stage, beginning the date of concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the OWNER, and shall include the following:

A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project Representative and other controls to ensure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT.

B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he/she shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The Engineer daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the OWNER for approval and payment. He/She shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the OWNER, and copies thereof shall be furnished if requested.

C. Subsurface Conditions and Utilities. OWNER recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. OWNER also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the OWNER and utility companies and from CONSULTANT'S surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project Representative are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE.

The CONSULTANT shall furnish a resident Project Representative, assistants and other field staff to inspect the performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work-in-progress and field checks of materials and equipment by the resident Project Representative and assistants, the CONSULTANT shall endeavor to provide further protection for the OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project Representative are limited to this agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project Representative dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the OWNER advised as necessary. The resident Project Representative dealing with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project Representative shall generally communicate with the OWNER.

II. Duties and Responsibilities of the resident Project Representative:

A. Schedules:

Review the progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the OWNER concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the OWNER'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the OWNER's on-site operations.

b. Assist in obtaining from the OWNER additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

a. Record the date of receipt of Shop Drawings and samples.

b. Take samples and receive samples which are furnished at the site by the CONTRACTOR and notify the OWNER of the availability of samples for examination.

c. Advise the OWNER and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to the OWNER any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the

OWNER of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the OWNER appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the OWNER.

F. Interpretation of Contract Documents:

Report to the OWNER when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the OWNER.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the OWNER. Transmit to the CONTRACTOR decisions as issued by the OWNER.

H. Records:

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued after the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the OWNER.

c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

a. Furnish the OWNER periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

b. Consult with the OWNER in advance of scheduled major tests, inspections or the start of important phases of the Work.

c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the OWNER.

d. Report immediately to the OWNER upon the occurrence of any accident.

J. Payment Requests:

a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the OWNER, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items installed and in accordance with the Contract Documents, and have this material delivered to the OWNER prior to final payment for the Work.

L. Completion:

a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.

b. Conduct a final inspection in the company of the OWNER, the CONTRACTOR, and prepare a final list of items to be completed or corrected.

c. Observe that all items on the final list have been completed or corrected and make recommendations to the OWNER concerning acceptance.

III. Limitations of Authority

The resident Project Representative:

A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the OWNER.

B. Shall not exceed the limitations of the OWNER'S authority as set forth in the Contract Documents.

C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.

D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.

F. Shall not authorize the OWNER to occupy the Project in whole or in part.

G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by OWNER;

and

WHEREAS, the summary of fees and expenses is as follows:

Fee and Expense Summary

Labor Cost	Direct Cost	Subconsultant	Total
72,452.84	2,310.00	0.00	74,762.84

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a construction engineering and inspection services agreement with Myriad Engineering Solutions, LLC on the Mississippi Department of Transportation, LPA Program Construction Engineering and Inspection Contract Boilerplate form agreement for the Shaw Road Bridge Rehabilitation Project, for a total not to exceed amount of $74,762.84.

President Hartley moved adoption; **Council Member Grizzell** seconded.

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley and Parkinson.
Nays – None.
Absent – Stokes.

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ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE SHAW ROAD BRIDGE REHABILITATION PROJECT.

WHEREAS, the City of Jackson solicited sealed, competitive bids for the Shaw Road Bridge Rehabilitation Project; and

WHEREAS, one (1) bid was submitted to the Municipal Clerk on July 22, 2025; and

WHEREAS, the bid of Hemphill Construction Company, Inc., in the amount of $560,751.39, was the only bid received and was 7.75% greater than the Engineer's Estimate of $520,407.78; and

WHEREAS, Hemphill Construction Company, Inc. has provided a letter to the consulting engineer, dated July 10, 2026, agreeing to extend its bid for an additional thirty (30) calendar days from the date of its letter; and

WHEREAS, the Department of Public Works recommends that the governing authorities deem the bid of Hemphill Construction Company, Inc., in the amount of $560,751.39, for the Shaw Road Bridge Rehabilitation Project to be the lowest and best bid**.**

IT IS, THEREFORE, ORDERED that the bid of Hemphill Construction Company, Inc. in the amount of $560,751.39 for the Shaw Road Bridge Rehabilitation Project is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute a construction contract with Hemphill Construction Company, Inc. for the Shaw Road Bridge Rehabilitation Project, consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk.

Council Member Grizzell moved adoption; **Council Member Brown-Thomas** seconded.

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President Hartley recognized **Terry Williamson, Legal Counsel,** who provided a brief overview of said item.

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

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley and Parkinson.
Nays – None.
Absent – Stokes.

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ORDER RATIFYING PROCUREMENT OF PARTS FOR IN-HOUSE REPAIRS TO VEHICLES AND EQUIPMENT FROM SOUTHERN HOSE & GASKET OF MS, LLC AND AUTHORIZING PAYMENT TO SAID VENDOR FROM THE DEPARTMENT OF PUBLIC WORKS, MUNICIPAL GARAGE.

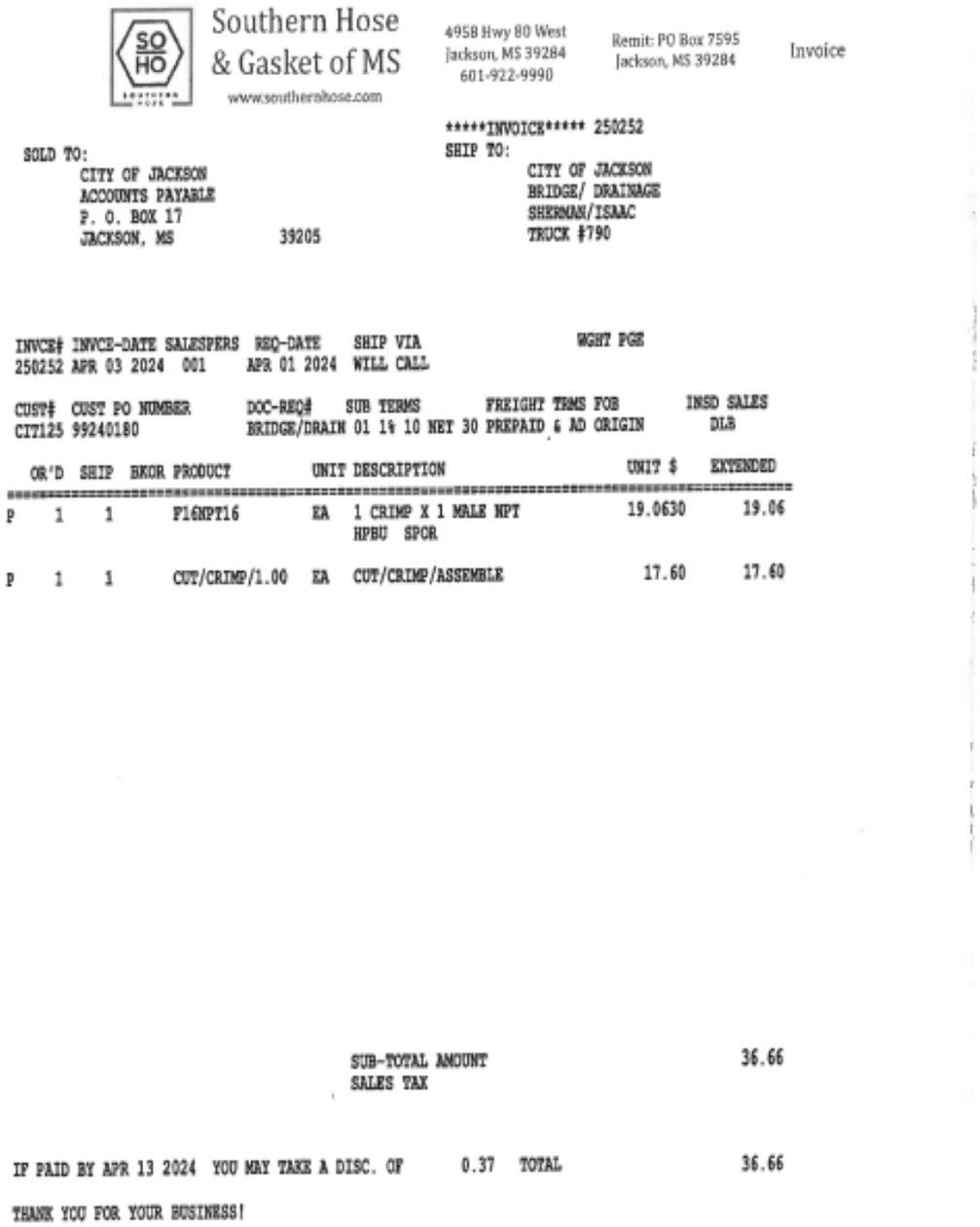
WHEREAS, the Department of Public Works, Municipal Garage Division had need of certain parts to make repairs to City vehicles and equipment; and

WHEREAS, due to exigent circumstances, the procurement of the necessary parts from Southern Hose & Gasket of MS, LLC was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, the parts set forth in certain invoices attached hereto were provided to the Department of Public Works, Municipal Garage Division, and the in-house vehicle and equipment repairs have been completed.

IT IS, THEREFORE, ORDERED that the procurement of parts used for in-house vehicle and equipment repairs from Southern Hose & Gasket of MS, LLC in the amount of $600.13, as shown in the invoices attached and made a part of the minutes, is hereby ratified.

IT IS, FURTHER ORDERED that payment in the amount of $600.13 to Southern Hose & Gasket of MS, LLC for parts supplied for in-house vehicle and equipment repairs, consistent with the attached invoices, is authorized.



Southern Hose & Gasket of MS
www.southernhose.com

4958 Hwy 80 West
Jackson, MS 39284
601-922-9990

Remit: PO Box 7595
Jackson, MS 39284

Invoice

*****INVOICE***** 250252

SOLD TO:
CITY OF JACKSON
ACCOUNTS PAYABLE
P. O. BOX 17
JACKSON, MS 39205

SHIP TO:
CITY OF JACKSON
BRIDGE/ DRAINAGE
SHERMAN/ISAAC
TRUCK #790

INVCE#	INVCE-DATE	SALESPERS	REQ-DATE	SHIP VIA	WGHT	PGE
250252	APR 03 2024	001	APR 01 2024	WILL CALL		

CUST#	CUST PO NUMBER	DOC-REQ#	SUB TERMS	FREIGHT TERMS	FOB	INSD SALES
CIT125	99240180	BRIDGE/DRAIN	01 1% 10 NET 30	PREPAID & AD	ORIGIN	DLB

	OR'D	SHIP	BKOR	PRODUCT	UNIT	DESCRIPTION	UNIT $	EXTENDED
P	1	1		F16NPT16	EA	1 CRIMP X 1 MALE NPT HPBU SPCR	19.0630	19.06
P	1	1		CUT/CRIMP/1.00	EA	CUT/CRIMP/ASSEMBLE	17.60	17.60

SUB-TOTAL AMOUNT 36.66
SALES TAX

IF PAID BY APR 13 2024 YOU MAY TAKE A DISC. OF 0.37 TOTAL 36.66

THANK YOU FOR YOUR BUSINESS!



Southern Hose & Gasket of MS
www.southernhose.com

4958 Hwy 80 West
Jackson, MS 39284
601-922-9990

Remit: PO Box 7595
Jackson, MS 39284

Invoice

*****INVOICE***** 258769

SOLD TO:
CITY OF JACKSON
ACCOUNTS PAYABLE
P. O. BOX 17
JACKSON, MS 39205

SHIP TO:
CITY OF JACKSON

INVCE#	INVCE-DATE	SALESPERS	REQ-DATE	SHIP VIA	WGHT	PGE
258769	JAN 10 2025	001		WILL CALL		

CUST#	CUST PO NUMBER	DOC-REQ#	SUB TERMS	FREIGHT TRMS FOB	INSD SALES
CIT125	TRUCK 909		1% 10 NET 30	PREPAID & AD ORIGIN	ADC

	OR'D	SHIP	BKOR	PRODUCT	UNIT	DESCRIPTION	UNIT $	EXTENDED
P	1	1		HHA	EA	CRIMP F16NP16 ON CUST HOSE	50.00	50.00

SUB-TOTAL AMOUNT	50.00
SALES TAX	

IF PAID BY JAN 20 2025 YOU MAY TAKE A DISC. OF 0.50 TOTAL 50.00

THANK YOU FOR YOUR BUSINESS!

Southern Hose & Gasket of MS
www.southernhose.com

4958 Hwy 80 West
Jackson, MS 39284
601-922-9990

Remit: PO Box 7595
Jackson, MS 39284

Invoice

*****INVOICE***** 248670

SOLD TO:
CITY OF JACKSON WALK IN
ACCOUNTS PAYABLE
P. O. BOX 17
JACKSON, MS 39205

SHIP TO:
CITY OF JACKSON
,

INVCE#	INVCE-DATE	SALESPERS	REQ-DATE	SHIP VIA	WGHT PCE
248670	FEB 08 2024	HOU		WILL CALL	

CUST#	CUST PO NUMBER	DOC-REQ#	SUB TERMS	FREIGHT TRMS FOB	ISSD SALES
CITY120		TK-790	01 14 10 NET 30	PREPAID & AD ORIGIN	CJ

	OR'D	SHIP	BKOR	PRODUCT	UNIT	DESCRIPTION	UNIT $	EXTENDED
P	1	1		F16SPT16	EA	1 CRIMP X 1 MALE NPT HPHO SPOR	19.0630	19.06
P	1	1		ASSY CHARGE	EA	CUT CRIMP AND ASSEMBLY	50.00	50.00

SUB-TOTAL AMOUNT	69.06
SALES TAX	

IF PAID BY FEB 18 2024 YOU MAY TAKE A DISC. OF 0.69 TOTAL 69.06

THANK YOU FOR YOUR BUSINESS!

Southern Hose & Gasket of MS
www.southernhose.com

4958 Hwy 80 West
Jackson, MS 39284
601-922-9990

Remit: PO Box 7595
Jacksnn, MS 39284

Invoice

*****INVOICE***** 254581

SOLD TO:
CITY OF JACKSON WALK IN
ACCOUNTS PAYABLE
P. O. BOX 17
JACKSON, MS 39205

SHIP TO:
CITY OF JACKSON

INVCE#	INVCE-DATE	SALESPERS	REQ-DATE	SHIP VIA	WGHT PGE
254581	AUG 21 2024	HOU	AUG 19 2024	WILL CALL	

CUST#	CUST PO NUMBER	DOC-REQ#	SUB TERMS	FREIGHT TERMS FOB	INSD SALES
CIT120	99240349	TK778	1% 10 NET 30	PREPAID & AD ORIGIN	ADC

	OR'D	SHIP	BKOR	PRODUCT	UNIT	DESCRIPTION	UNIT $	EXTENDED
P C	4	4		HHR	EA	3/8" XR16SC X 44" W/ B2-JCFX-0606 E/E	41.6112	166.44

SUB-TOTAL AMOUNT	166.44
SALES TAX	

IF PAID BY SEP 01 2024 YOU MAY TAKE A DISC. OF 1.66 TOTAL 166.44

THANK YOU FOR YOUR BUSINESS!



Southern Hose & Gasket of MS
www.southernhose.com

4958 Hwy 80 West
Jackson, MS 39204
601-922-9990

Remit: PO Box 7595
Jackson, MS 39284

Invoice

*****INVOICE***** 259138

SOLD TO:
CITY OF JACKSON WALK IN
ACCOUNTS PAYABLE
P. O. BOX 17
JACKSON, MS 39205

SHIP TO:
CITY OF JACKSON
,

INVCE#	INVCE-DATE	SALESPERS	REQ-DATE	SHIP VIA	WGHT	PGE
259138	JAN 23 2025	HOU	JAN 22 2025	WILL CALL		

CUST#	CUST PO NUMBER	DOC-REQ#	SUB TERMS	FREIGHT TRMS FOB	INSD SALES
CIT120	99250342	TC-64	01 1% 10 NET 30	PREPAID & AD ORIGIN	CJ

	OR'D	SHIP	BKOR	PRODUCT	UNIT	DESCRIPTION	UNIT $	EXTENDED
P C	1	1		HBA	EA	1/2" XR16SC X 2 FT W/ B2-QFFX-0808 B/END	49.3240	49.32

SUB-TOTAL AMOUNT	49.32
SALES TAX	

IF PAID BY FEB 03 2025 YOU MAY TAKE A DISC. OF 0.49 TOTAL 49.32

THANK YOU FOR YOUR BUSINESS!

Southern Hose & Gasket of MS
www.southernhose.com

4950 Hwy 80 West
Jackson, MS 39204
601-922-9990

Remit: PO Box 7595
Jackson, MS 39284

Invoice

*****INVOICE***** 262905

SOLD TO:
CITY OF JACKSON WALK IN
ACCOUNTS PAYABLE
P. O. BOX 17
JACKSON, MS 39205

SHIP TO:
CITY OF JACKSON

INVCE#	INVCE-DATE	SALESPERS	REQ-DATE	SHIP VIA	WGHT PGE
262905	MAY 29 2025	HOU	MAY 27 2025	WILL CALL	

CUST#	CUST PO NUMBER	DOC-REQ#	SUB TERMS	FREIGHT TRMS FOB	INSD SALES
CIT120	99250844	7170	01 14 10 NET 30	PREPAID & AD ORIGIN	CJ

	OR'D	SHIP	BKOR	PRODUCT	UNIT	DESCRIPTION	UNIT $	EXTENDED
P	1	1		HHA	EA	1/2" XR168C X 37" W/	62.5842	62.58
C						H2-HPFX-0808 E/END		

SUB-TOTAL AMOUNT	62.58
SALES TAX	

IF PAID BY JUN 09 2025 YOU MAY TAKE A DISC. OF 0.63 TOTAL 62.58

THANK YOU FOR YOUR BUSINESS!



Southern Hose & Gasket of MS
www.southernhose.com

4958 Hwy 80 West
Jackson, MS 39284
601-922-9990

Remit: PO Box 7595
Jackson, MS 39284

Invoice

*****INVOICE***** 263131

SOLD TO:
CITY OF JACKSON WALK IN
ACCOUNTS PAYABLE
P. O. BOX 17
JACKSON, MS 39205

SHIP TO:
CITY OF JACKSON

INVCE#	INVCE-DATE	SALESPERS	REQ-DATE	SHIP VIA	WGHT PCE
263131	JUN 06 2025	HOU	JUN 03 2025	WILL CALL	

CUST#	CUST PO NUMBER	DOC-REQ#	SUB TERMS	FREIGHT TERMS FOB	INSD SALES
CIT120	99250869	TC-64	01 1% 10 NET 30	PREPAID & AD ORIGIN	CJ

	OR'D	SHIP	BKOR	PRODUCT	UNIT	DESCRIPTION	UNIT $	EXTENDED
P	1	1		B2-JCFX-0808	EA	1/2 CRIMP X 1/2 FEMALE JIC	10.9010	10.90
P	1	1		B2-JCM-0808	EA	1/2 CRIMP X 1/2 MALE JIC	11.3410	11.34
P	1	1		CUT/CRIMP/.50	EA	CUT/CRIMP/ASSEMBLE	8.80	8.80

SUB-TOTAL AMOUNT	31.04
SALES TAX	

IF PAID BY JUN 16 2025 YOU MAY TAKE A DISC. OF 0.31 TOTAL 31.04

THANK YOU FOR YOUR BUSINESS!



Southern Hose & Gasket of MS
www.southernhose.com

4958 Hwy 80 West
Jackson, MS 39284
601-922-9990

Remit: PO Box 7595
Jackson, MS 39284

Invoice

*****INVOICE***** 263178

SOLD TO:
CITY OF JACKSON WALK IN
ACCOUNTS PAYABLE
P. O. BOX 17
JACKSON, MS 39205

SHIP TO:
CITY OF JACKSON

INVCE#	INVCE-DATE	SALESPERS	REQ-DATE	SHIP VIA	WGHT	PGE
263178	JUN 06 2025	HOU	JUN 04 2025	WILL CALL		

CUST#	CUST PO NUMBER	DOC-REQ#	SUB TERMS	FREIGHT TRMS FOB	INSD SALES
CIT120	99250881		01 14 10 NET 30	PREPAID & AD ORIGIN	CJ

	OR'D	SHIP	BKOR	PRODUCT	UNIT	DESCRIPTION	UNIT $	EXTENDED
P	1	1		HHA	EA	1/2" XR16SC X 38" W/	63.1099	63.11
C						R2-BPFX-0808 E/END		

SUB-TOTAL AMOUNT	63.11
SALES TAX	

IF PAID BY JUN 16 2025 YOU MAY TAKE A DISC. OF 0.63 TOTAL 63.11

THANK YOU FOR YOUR BUSINESS!

Southern Hose & Gasket of MS
www.southernhose.com

4958 Hwy 80 West
Jackson, MS 39284
601-922-9990

Remit: PO Box 7595
Jackson, MS 39284

Invoice

*****INVOICE***** 265776

SOLD TO:
CITY OF JACKSON WALK IN
ACCOUNTS PAYABLE
P. O. BOX 17
JACKSON, MS 39205

SHIP TO:
CITY OF JACKSON

INVCE#	INVCE-DATE	SALESPERS	REQ-DATE	SHIP VIA	WGHT PGE
265776	AUG 27 2025	HOU		WILL CALL	

CUST#	CUST PO NUMBER	DOC-REQ#	SUB TERMS	FREIGHT TRMS FOB	INSD SALES
CITL20			01 1% 10 NET 30	PREPAID & AD ORIGIN	CJ

	OR'D	SHIP	BKOR	PRODUCT	UNIT	DESCRIPTION	UNIT $	EXTENDED
P	1	1		HHA	EA	1/4" XR16SC X 9 FT 9-1/2" W/	71.9162	71.92
C						B2-B9FX-0404 E/END		

SUB-TOTAL AMOUNT 71.92
SALES TAX

IF PAID BY SEP 07 2025 YOU MAY TAKE A DISC. OF 0.72 TOTAL 71.92

THANK YOU FOR YOUR BUSINESS!

Council Member Brown-Thomas moved adoption; **President Hartley** seconded.

– – – – – – – – – – – – – –

President Hartley recognized **Terry Williamson, Legal Counsel,** who provided a brief overview of said item.

– – – – – – – – – – – – – –

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

Yeas – Clay, Foote, Hartley and Parkinson.
Nays – Grizzell.

Absent – Brown-Thomas and Stokes.

Note: Council Member Brown-Thomas left the meeting during the discussion.

* * * * * * * * * * * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH EAVES LAW FIRM, LLC, AND PRIESTER LAW FIRM, PLLC, TO REPRESENT THE CITY IN LITIGATION RELATED TO DAMAGES RESULTING FROM ANY LEAD-SHEATHED TELECOMMUNICATION CABLES INSTALLED OR OWNED BY TELECOMMUNICATION COMPANIES, AND AUTHORIZING THE PAYMENT OF FEES ASSOCIATED WITH SAID MATTER.

WHEREAS, the governing authority for the City of Jackson desires to retain Eaves Law Firm, LLC, and Priester Law Firm, PLLC, to represent the City's interests in legal matters pertaining to damages resulting from any lead-sheathed telecommunication cables ("LSTC") installed or owned by telecommunication companies; and

WHEREAS, the governing authority desires to hire attorneys with the necessary skill and experience to represent the City in such litigation; and

WHEREAS, Eaves Law Firm, LLC, and Priester Law Firm, PLLC, will have full power to act as the City's attorney to investigate and institute suit on said claims, to prosecute said suit, to retain experts, and to take any and all steps proper or desirable in the prosecution of the claims; and

WHEREAS, Eaves Law Firm, LLC, and Priester Law Firm, PLLC, shall receive a fee in an amount not to exceed 25% of the net recovery. Net recovery means the total or gross recovery obtained by the law firms minus the expenses incurred by the attorneys; and

WHEREAS, Eaves Law Firm, LLC, and Priester Law Firm, PLLC, will be responsible for all expenses incurred in this matter on an ongoing basis, including, but not limited to, such items as filing fees, court reporter fees, expert fees, process server fees, investigator fees, courier service, long distance charges, third party and internal copying charges, travel and lodging expenses, and the like, and all such expenses will be reimbursed from gross recovery; and

WHEREAS, if said law firms do not obtain a recovery for the City, the City will not owe any amount of fees or expenses to the law firms; and

WHEREAS, the governing authority recommends that the City retain the services of Eaves Law Firm, LLC, and Priester Law Firm, PLLC, to represent the City in the litigation described in this Order; and

WHEREAS, the governing authority authorizes the payment of all fees related to litigation involving damages resulting from any lead-sheathed telecommunication cables ("LSTC") installed or owned by telecommunication companies.

IT IS, HEREBY ORDERED that the Mayor is authorized to negotiate and execute a contract with Eaves Law Firm, LLC, and Priester Law Firm, PLLC, to represent the City of Jackson to pursue litigation involving damages resulting from any lead-sheathed telecommunication cables ("LSTC") installed or owned by telecommunication companies, and if successful, for a fee not to exceed 25% of the net recovery and the reimbursement of reasonable and necessary expenses, and if no recovery is obtained, the City will not owe any amount of fees or expenses to the law firms.

IT IS, FURTHER ORDERED that the governing authority for the City authorizes payment of all fees related to all litigation involving damages resulting from any lead-sheathed telecommunication cables ("LSTC") installed or owned by telecommunication companies.

Vice President Parkinson moved adoption; **President Hartley** seconded.

Yeas – Clay, Foote, Grizzell, Hartley and Parkinson.
Nays – None.

Absent – Brown-Thomas and Stokes.

* * * * * * * * * * * * * *

ORDER RATIFYING PAYMENT FOR JULY 2026 FOR THE PROPERTY LOCATED AT 2525 ROBINSON ROAD.

WHEREAS, the City of Jackson currently leases the property located at 2525 Robinson Road, with said facility housing the Records Management Division and the Margaret Walker Alexander Library, and the existing lease term expired on April 30, 2026; and

WHEREAS, the property is owned by 2525 Robinson Road, LLC (Lessor), a Mississippi limited liability corporation with a principal place of business at 800 Woodlands Parkway, No. 206, Ridgeland, Mississippi, 39157.

WHEREAS, the parties entered into the Lease Agreement for 2525 Robinson Road, executed April 11, 2016, and approved by the Council as indicated in the City's Minutes dated April 19, 2016. As of that Lease's termination date of April 30, 2026, the parties are in ongoing negotiations about certain terms of a new lease; and

WHEREAS, the City and Lessor reached agreement on terms for a 60-day extension beginning May 1, 2026, which was approved by the City Council on May 5, 2026; and

WHEREAS, the City has continued to occupy the property for the month of July and does not desire to withhold payment from the Lessor while negotiations are ongoing.

IT IS, THEREFORE, ORDERED that the City is authorized to pay the monthly rent of $12,950.00 for the property located at 2525 Robinson Road for the occupancy dates of July 1, 2026, through July 31, 2026.

Vice President Parkinson moved adoption; **President Hartley** seconded.

Yeas – Clay, Foote, Hartley and Parkinson.
Nays – Grizzell.
Absent – Brown-Thomas and Stokes.

* * * * * * * * * * * * * *

ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY.

WHEREAS, on August 29, 2022, the Mayor issued a proclamation of emergency as a result of (1) excessive rainfall and extreme flooding, (2) the March 7, 2020 Safe Drinking Water Act (SDWA) Emergency Administrative Order (EAO); (3) the February 2021 system-wide failure due to extreme water conditions that caused pipes to freeze and lose pressure; (4) the July 1, 2021 SDWA Administrative Order of Consent (AOC); (5) the July 29, 2022 Boil Water Notice which existed for more than thirty (30) days; and (6) the August 25, 2022 flooding of the Pearl River, which lead to problems with treating water at the O.B. Curtis Water Plant; and

WHEREAS, Section 33-15-17(d) of the Mississippi Code allows the mayor of a municipality to proclaim a local emergency and authorizes the governing body of a municipality to review and approve or disapprove the need for continuing the local emergency at its first regular meeting following such proclamation or at a special meeting; and

WHEREAS, Section 33-15-5 (h) of the Mississippi Code defines an emergency as "any occurrence, or threat thereof, whether natural, technological, or man-made, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to loss of property;" and

WHEREAS, Section 33-15-5 (g) of the Mississippi Code defines a local emergency as "the duly proclaimed existence of conditions of disaster or extreme peril to the safety of person and property within the territorial limits of a…municipality caused by such conditions as…water

pollution…or other natural or man-made conditions, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the political subdivision and require the combined forces of other subdivisions or of the state to combat;" and

WHEREAS, pursuant to Section 33-15-17 (b) of the Mississippi Code, the City "is authorized to exercise the powers vested under [Section 33-15-1, et seq.,] in light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations…and the expenditure of public funds….

NOW, THEREFORE, IT IS ORDERED THAT we the governing body of the City of Jackson, Mississippi, pursuant to the authority vested in the body by Section 33-l5-l7(d) of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby approve of the continued need for a civil emergency for the entire City of Jackson for the reasons set forth in this Order.

Vice President Parkinson moved adoption; **Vice President Hartley** seconded.

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley and Parkinson.
Nays – None.
Absent – Stokes.

Note: Council Member Brown-Thomas returned to the meeting during the discussion.

* * * * * * * * * * * * * *

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

WHEREAS, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; Canney Creek; Eubanks Creek; Hanging Moss Creek; Lynch Creek; Purple Creek; Three Mile Creek; Town Creek; Travon Creek; and White Oak Creek; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that the flood waters and wide spread drainage system issues caused extensive damages to homes, business, public property, and threatened the safety of the citizens and property of the City of Jackson, Mississippi, requiring the exercise of extraordinary measures; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City's residents and the protection of their property within the affected areas; and

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022, August 30, 2022, September 27, 2022, October 25, 2022, November 22, 2022, December 20, 2022, January 31, 2023, February 28, 2023, March 21, 2023, April 25, 2023May 23, 2023, June 22, 2023, July 18, 2023, August 29, 2023, September 26, 2023, October 24, 2023, November 21, 2023, December 19, 2023, January 30, 2024, March 26,2024, April 23, 2024, May 21, 2024, June 18,2024, July 30, 2024, August 27, 2024, September 24, 2024, October 22, 2024, November 19, 2024, December 17, 2024, January 28, 2025, February 25, 2025, March 25, 2025, April 22, 2025, May 20, 2025, June 17, 2025, July 29, 2025, August 26, 2025, September 23, 2025 and October 21, 2025, November 18, 2025, April 21, 2026, and May 19, 2026 pursuant to Section 33-

15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

WHEREAS, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

IT IS, THEREFORE HEREBY ORDERED that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8(d) of the Mississippi Code of 1972, as amended.

Vice President Parkinson moved adoption; **President Hartley** seconded.

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley and Parkinson.
Nays – None.
Absent – Stokes.

* * * * * * * * * * * * * *

ORDER AMENDING THE FISCAL YEAR 2025-2026 MUNICIPAL BUDGET.

WHEREAS, the Department of Administration recommends that the governing authorities of the City of Jackson amend the Municipal Budget to adjust the budget for fiscal year 2025-2026; and

WHEREAS, pursuant to Mississippi Code Ann. § 21-35-25, when it appears during the fiscal year that collections of anticipated revenues from taxes or other sources will be less than the amount estimated and a deficit is thereby indicated, the governing authorities are required to revise and reduce budget appropriations to conform to the lower anticipated revenues. The statute specifically provides that when a deficit is indicated, the budget shall be revised. Additionally, Mississippi Code Ann. § 21-35-15 requires municipalities to operate within available revenues and avoid expenditures in excess of anticipated resources; and

WHEREAS, any amendments made pursuant to an originally adopted budget which exceed ten percent (10%) of the total amount appropriated or authorized to be expended in a particular department fund shall be published or posted within two (2) weeks of the action in a newspaper in the same manner as the final adopted budget; and

WHEREAS, separate amendments to an originally adopted budget during one fiscal year which affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached. The vote of each member of the municipality's governing authority on each amendment shall be included in the publication or posted notice; and

WHEREAS, the Department of Administration finds that this amendment does exceed ten percent (10%) of the total budget amount appropriated to for the Fiscal Year 2025-2026 Municipal Budget; and

WHEREAS, the Department of Administration recommends that the governing authorities approve the amendments for the purpose of realigning the general fund to the known actuals of the Fiscal Year 2025-2026 Municipal Budget category changes as follows:

REVENUES	ACCOUNT DESCRIPTION	REVISED 2025-2026
4111	CURRENT REALTY TAXES	(37,044,158.00)
4112	CURRENT PERSONAL TAXES	(20,735,443.00)
4113	DELINQUENT REALTY TAXES	(927,952.00)
4114	DELINQUENT PERSONAL TAXES	(218,093.00)
4115	AD VALOREM TAX ON AUTOMOBILES	(6,543,123.00)

4116	MOTOR VEHICLE RENTAL TAX DISTR	(964,544.00)
4118	INTEREST ON DELINQUENT TAXES	(450,000.00)
4119	DAMAGES ON DELINQUENT TAXES	(315,286.00)
4131	RAIL CAR TAXES	(153,945.00)
4135	TAX FORFEITED LAND	(100,000.00)
4140	MISC FEES COMMUNITY IMPROVEMT	(8,000.00)
4210	PRIVILEGE LICENSES-MISC	(15,047.00)
4211	PRIVILEGE LICENSES	(305,000.00)
4215	BUILDING PERMITS	(743,929.00)
4216	AIR CONDITIONING & DUCT PERMIT	(43,085.00)
4217	PLUMBING PERMITS	(32,000.00)
4218	ELECTRIC PERMITS	(156,509.00)
4219	GAS PERMITS	(52,970.00)
4222	LANDSCAPE PERMITS	(810.00)
4223	HISTORIC PRESERVATION APPLIC.	(3,000.00)
4224	DANCE HALL & OTHER RECR FEES	(2,483.00)
4225	TRANSIT MERCHANTS-PEDDLERS LIC	(750.00)
4227	AIRCRAFT REGISTRATION	(12,710.00)
4229	ADULT ENTERTN-LICENSES & FEES	(3,000.00)
4230	SPECIAL EVENT FEE	(10,120.00)
4241	SIGN PERMITS	(35,850.00)
4249	FIRE INSPECTION PERMIT	(104,355.00)
4250	COMMERCIAL BURN PERMIT	(396.00)
4251	CONBUST & FLAMM LIQUID PERMIT	(6,400.00)
4252	FIREWORKS DISPLAY PERMIT	(1,500.00)
4260	ZONING PERMITS	(38,834.00)
4280	TAXICAB LICENSE FEES	(500.00)
4311	MISDEMEANOR FINES	(100,000.00)
4312	VEHICLE PARKING FINES	(20,000.00)
4313	MOVING TRAFFIC VIOLATIONS	(386,450.00)
4314	CITY COURT COSTS	(3,925.00)
4315	WARRANT FEE	(41,439.00)
4316	ANIMAL CONTROL CITATIONS	(1,387.00)
4318	MUNICIPAL COURT COMPUTER	(5,766.00)
4322	ADMINISTRATIVE FEE - DEL CASES	(84,683.00)
4323	CONTEMPT FEE - MUNICIPAL COURT	(51,674.00)
4324	COMPUTERZD CRIME PREVEN-POLICE	(11,115.00)
4325	MUNICIPL COURT ENHANCEMENT FEE	(85,000.00)
4326	JACKSON ENHANCEMENT FEE	(49,976.00)
4340	DAILY STORAGE FEE-VEHICLE	(62,139.00)
4341	WRECKER FEES	(60,000.00)
4345	JACKSON COLLECTION FEE 15%	(30,000.00)

4346	DOCKET FEE - MUNICIPAL COURT	(35,535.00)
4347	DROPPED CHARGE FEE - MUN CRT	(900.00)
4348	CASH BOND CLEARING ACCOUNT -MC	(5,091.00)
4349	REARRAIGNMENT FEE - MUN COURT	(9,833.00)
5656	ABSTRACT FEES MCS	(6,961.00)
4408	POLICE OVERTIME-FBI/DEA GRANTS	(59,325.00)
4511	ALCOHOL PERMITS - ABC	(330,649.00)
4512	GASOLINE TAX	(469,395.00)
4513	MUNICIPAL REVOLVING FUND	(133,412.00)
4515	PRO-RATA STATE SALES TAX	(31,258,816.00)
4517	HOMESTEAD EXEMPTION	(1,719,409.00)
4518	HOMESTEAD EXEMPTION CHARGEBACK	(20,423.00)
4611	PRO RATA ROAD TAX	(670,284.00)
4232	PASSPORT FEES	(110,058.00)
4574	TSA PRECHECK SERVICES	(33,395.00)
4724	LOCAL RECORDS FEE	(1,669.00)
4732	MS GOV CRASH REPORTS	(62,750.00)
4821	SM ROBTSN MUS-ADMISSION RENTAL	(2,000.00)
4822	SMITH ROBTSN MUS - ROOM RENT	(8,085.00)
4824	SMITH ROBERTSON-GIFT SHOP SALE	(80.00)
4833	ARTS CTR-RENT ON COMMUNITY RM	(4,100.00)
4851	CARNIVAL INSPECTION FEE	(200.00)
4852	DAYCARE FIRE INSPECTION-AFTERC	(6,675.00)
4855	FIRE WATER FLOW TEST FEE	(2,800.00)
4856	FIRE REPORTS	(17,200.00)
4860	ACCIDENT REPORT FEE	(39,171.00)
4861	BACKGROUND CHECK FEE	(3,530.00)
4864	FINGERPRINTING	(24,115.00)
4865	VERIFICATION OF RECORDS	(17,789.00)
4875	RENTS AND ROYALTIES	(6,100.00)
4883	SPRINKLER-HYDRO STATIC-PUMP	(1,550.00)
4884	FIRE ALARM ACCEPTANCE TEST	(13,350.00)
4885	FIRE RE-INSPECTION	(2,000.00)
4888	FIRE SUPPRESSION SYSTEM TEST	(900.00)
4890	OUTDOOR ADVERTISING LEASES	(11,970.00)
4914	LAND RENTAL	(37,053.00)
5632	CEMETERY & MISC	(1,600.00)
4911	INTEREST EARNED ON INVESTMENTS	(6,267.00)
4913	INTEREST EARNED ON REPOS	(78,000.00)
4609	REIMBURSEMENT JSU POLICE	(58,957.00)
4647	RENTAL & REGISTRY	(106,679.00)

5411	PUBLIC UTILITY FRANCHISE FEE	(4,677,792.00)
5412	FRANCHISE CABLE TELEVISION	(251,650.00)
5413	NUCLEAR POWER PLANT	(1,532,783.00)
5414	IN-LIEU-OF PROPERTY TAX	(90,360.00)
5426	SALE OF LAND	(15,167.00)
5427	SALE OF FIXED ASSETS	(706.00)
5451	POLICE TRNG REIMB OTHER AG	(18,000.00)
5463	POLICE - SALE OF WEAPONS	(15.00)
5466	PUBLIC SAFETY COMM TRNG REIMB	(80,603.00)
5467	UNION STATION TENANTS/JRA	(22,379.00)
5515	INDIRECT COST	(350,000.00)
5520	OTHER DEPARTMENTS	(43,148.00)
5524	I.D. BADGE FEE-CITY EMPLOYEES	(15.00)
5525	PARKING FEE-CITY EMPLOYEES	(6,730.00)
5545	ADMIN. FEE-PAYROLL DEDUCTIONS	(15,725.00)
5551	ENTERGY REFUNDS	(1,000.00)
5576	BUILDING & PERMIT-MISC.	(110,957.00)
5577	PLUMBING EXAM	(25,050.00)
5578	ELECTRICAL EXAM	(15,625.00)
5580	PENALTY ON DEMO/GRASS/WEEDS	(30,000.00)
5614	SITE PLAN REVIEW	(16,804.00)
5634	GEOGRAPHIC INFORMATION SYSTEM	(120.00)
5666	CITY CLERK	(15,271.00)
5675	FIRE DEPARTMENT	(8,000.00)
DEPARTMENTS	**ACCOUNT DESCRIPTION**	**REVISED 2025-2026**
ADMINISTRATION	PERSONAL SERVICES	3,346,838.00
ADMINISTRATION	SUPPLIES & MATERIALS	18,178.00
ADMINISTRATION	OTHR SERVICES & CHARGES	1,149,212.00
COMM/CONSTITUENT SERVICES	PERSONAL SERVICES	358,570.00
COMM/CONSTITUENT SERVICES	SUPPLIES & MATERIALS	7,969.00
COMM/CONSTITUENT SERVICES	OTHR SERVICES & CHARGES	63,852.00
FIRE	PERSONAL SERVICES	24,846,842.00
FIRE	SUPPLIES & MATERIALS	667,759.00
FIRE	OTHR SERVICES & CHARGES	647,169.00
FIRE	CAPITAL OUTLAY	5,800.00
GENERAL GOVERNMENT	PERSONAL SERVICES	5,658,893.00
GENERAL GOVERNMENT	SUPPLIES & MATERIALS	79,372.00
GENERAL GOVERNMENT	OTHR SERVICES & CHARGES	5,035,837.00
GENERAL GOVERNMENT	CAPITAL OUTLAY	70,753.00
GENERAL GOVERNMENT	GRANTS, CONTRIBUTIONS, & CONTINGENCIES	891,563.00
GENERAL GOVERNMENT	OPERATING TRANSFERS	3,079,110.00
GENERAL GOVERNMENT	DEBT SERVICE	952,445.00
HUMAN RESOURCES	PERSONAL SERVICES	878,557.00
HUMAN RESOURCES	SUPPLIES & MATERIALS	7,686.00
HUMAN RESOURCES	OTHR SERVICES & CHARGES	69,758.00

HUMAN RESOURCES	CAPITAL OUTLAY	55,651.00
HUMAN RESOURCES	GRANTS, CONTRIBUTIONS, & CONTINGENCIES	175.00
HUMAN RESOURCES	DEBT SERVICE	53,038.00
HUMAN & CULTURAL SERVICES	PERSONAL SERVICES	1,601,407.00
HUMAN & CULTURAL SERVICES	SUPPLIES & MATERIALS	32,176.00
HUMAN & CULTURAL SERVICES	OTHR SERVICES & CHARGES	553,058.00
HUMAN & CULTURAL SERVICES	CAPITAL OUTLAY	55,651.00
HUMAN & CULTURAL SERVICES	GRANTS, CONTRIBUTIONS, & CONTINGENCIES	50,500.00
HUMAN & CULTURAL SERVICES	DEBT SERVICE	53,038.00
INFORMATION TECHNOLOGY	PERSONAL SERVICES	1,770,311.00
INFORMATION TECHNOLOGY	SUPPLIES & MATERIALS	15,128.00
INFORMATION TECHNOLOGY	OTHR SERVICES & CHARGES	139,152.00
MUNICIPAL CLERK	PERSONAL SERVICES	466,599.00
MUNICIPAL CLERK	SUPPLIES & MATERIALS	4,469.00
MUNICIPAL CLERK	OTHR SERVICES & CHARGES	86,173.00
PLANNING & DEVELOPMENT	PERSONAL SERVICES	4,340,802.00
PLANNING & DEVELOPMENT	SUPPLIES & MATERIALS	71,852.00
PLANNING & DEVELOPMENT	OTHR SERVICES & CHARGES	5,509,966.00
PLANNING & DEVELOPMENT	GRANTS, CONTRIBUTIONS, & CONTINGENCIES	57,536.00
PLANNING & DEVELOPMENT	OPERATING TRANSFERS	1,898,609.00
POLICE	PERSONAL SERVICES	27,955,804.00
POLICE	SUPPLIES & MATERIALS	1,998,129.00
POLICE	OTHR SERVICES & CHARGES	1,639,648.00
POLICE	CAPITAL OUTLAY	595,415.00
POLICE	GRANTS, CONTRIBUTIONS, & CONTINGENCIES	1,298,566.00
POLICE	DEBT SERVICE	25,858.00
PUBLIC WORKS	PERSONAL SERVICES	8,614,508.00
PUBLIC WORKS	SUPPLIES & MATERIALS	1,303,941.00
PUBLIC WORKS	OTHR SERVICES & CHARGES	4,240,527.00
PUBLIC WORKS	CAPITAL OUTLAY	297,879.00
PUBLIC WORKS	DEBT SERVICE	107,593.00

IT IS, THEREFORE ORDERED, that the Fiscal Year 2025-2026 Municipal Budget be amended as set forth above.

Vice President Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

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President Hartley recognized **Jillian Caldwell, Chief Financial Officer,** who provided a brief overview of said item.

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After a thorough discussion, **President Hartley** called for a vote on said item.

Yeas – Brown-Thomas, Hartley and Parkinson.
Nays – Clay, Foote, Grizzell and Stokes.
Absent – None.

Note: Said item failed due to lack of a majority vote.

Note: Council Member Stokes returned to the meeting during the discussion.

* * * * * * * * * * * * *

ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI DEPARTMENT OF HEALTH (MSDH) TO PROVIDE COOLING STATIONS WITHIN THE CITY OF JACKSON.

WHEREAS, the Mayor recommends that the governing authority authorize the Mayor to execute a Memorandum of Understanding (MOU) with the MSDH to provide one (1) 900-square-foot Zumro emergency shelter tent, one (1) 25-kilowatt generator, and one (1) five-ton air conditioning unit for use as a cooling station at no charge to the City; and

WHEREAS, the City of Jackson agrees to maintain, staff, and supply all necessary for the cooling stations, including generator fuel; be responsible for any loss or damage to MSDH equipment during the period it is in the City's care, custody, or control, and reimburse or replace such equipment, except for ordinary wear and tear; provide security for the site and all MSDH property during the MOU, and return all MSDH equipment by the termination date or earlier if the MOU ends; and

WHEREAS, this MOU shall become effective Sunday, July 26, 2026, and terminate Sunday, August 2, 2026, unless amended or terminated based on a mutual written agreement between the parties. Either party has a right to terminate this MOU with or without cause within twenty-four (24) hours' written notice; and

WHEREAS, this MOU shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in a court of competent jurisdiction, Hinds County, State of Mississippi. Each party shall comply with applicable federal, state, and local laws and regulations; and

WHEREAS, each party's tort liability, as an entity of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated §§ 11-46-1, *et seq*., including all defenses and exceptions contained therein. Nothing in this MOU shall have the effect of changing or altering the liability or of eliminating any defense available to the State under statute.

IT, IS THEREFORE ORDERED that the acceptance of services and equipment from MSDH is hereby acknowledged and ratified, and that the Mayor is authorized to execute the MOU with MSDH to provide one (1) 900-square-foot Zumro emergency shelter tent, one (1) 25-kilowatt generator, and one (1) five-ton air conditioning unit for use as a cooling station.

IT IS, THEREFORE ORDERED, that the Mayor is authorized to spend funds for maintaining, staffing, and supplying the cooling stations, including generator fuel; cover loss or damage to MSDH equipment during its custody, excluding wear and tear; provide security for the site and MSDH property during the MOU; and ensure the City of Jackson returns all MSDH equipment.

Council Member Clay moved adoption; **Vice President Hartley** seconded.

Yeas – Brown-Thomas, Clay, Foote, Hartley and Parkinson.
Nays – None.
Abstentions – Grizzell and Stokes.
Absent – None.

* * * * * * * * * * * * *

There came on for consideration, Agenda Item No. 51:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING 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; DETERMINING THAT THE TAX INCREMENT FINANCING PLAN FOR THE VIEUX CARRE REDEVELOPMENT PROJECT, JULY 2026, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, PROPOSES A PROJECT THAT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN FOR THE VIEUX CARRE REDEVELOPMENT PROJECT, JULY 2026, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI; EMPLOYING RELATED PROFESSIONALS; AND FOR RELATED PURPOSES. President Hartley stated that said item would be tabled until July 31, 2026.

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There came on for Discussion, Agenda Item No. 52:

DISCUSSION: UPDATE – MAYES STREET BRIDGE: Said item was held at the request of **Council Member Stokes.**

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There came on for Discussion, Agenda Item No. 53:

DISCUSSION: UPDATE – RIGHT-A-WAY: Said item was held at the request of **Council Member Stokes.**

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DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY. President Hartley and the City Council members discussed continuing the emergency.

* * * * * * * * * * * * * *

MONTHLY REPORT OF PRIVILEGE TAXES AS REQUIRED ACCORDING TO SECTION 21-35-13 OF THE MISSISSIPPI CODE ANNOTATED OF 1972. President Grizzell stated that all City Council members had received the monthly financial report for review.

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President Hartley recognized **Council Member Stokes** who moved; seconded by **Council Member Brown-Thomas** to recess the meeting until Friday, July 31, 2026 at 10:00 a.m. The motion prevailed by the following vote:

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.
Nays – None.
Absent – None.

* * * * * * * * * * * * * *

There being no further business to come before the City Council, it was unanimously voted to recess the meeting until 10:00 a.m. on Friday, July 31, 2026. At 8:05 p.m., the Council stood recess.

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BE IT REMEMBERED that the Recessed Regular Meeting of the City Council of Jackson, Mississippi, was reconvened at City Hall at 10:00 a.m. on July 31, 2026 being the fifth Friday of said month, when and where the following things were had and done to wit:

Present: Council Members: Vernon Hartley, Council President, Ward 5; Kevin Parkinson, Vice-President, Ward 7; Ashby Foote, Ward 1; Brian Grizzell, Ward 4(via teleconference) and Lashia Brown-Thomas, Ward 6. Directors: Pieter Teeuwissen, Chief Administrative Officer; Shanekia Mosley-Jordan, Clerk of the Council; Sabrina Simpson, Chief Deputy Clerk of Council and Drew Martin, City Attorney.

Absent: Montyne Clay, Ward 2 and Kenneth Stokes, Ward 3

* * * * * * * * * * * * * *

President Hartley reconvened the recessed meeting.

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President Hartley requested that Agenda Item No. 53 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER FINALLY APPROVING THE DEPARTMENT OF REVENUE'S UNIFORM ASSESSMENT SCHEDULE FOR AD VALOREM TAXES ON MOTOR VEHICLES AFTER NO COMPLAINTS WERE FILED, IN WRITING, OBJECTING TO AND PETITIONING TO ANY PORTION OF THE ASSESSMENT SCHEDULE.

WHEREAS, the Council of the City of Jackson, Mississippi, approved by order entered at its regular meeting on July 28, 2026, the Department of Revenue's Uniform Assessment Schedule for the assessment, calculation, and collection of ad valorem taxes on motor vehicles for the City of Jackson and the Jackson Municipal Separate School District; and

WHEREAS, the Council ordered the Clerk to publish notice to the public, to the effect that the said assessment schedule for motor vehicles had been approved and subject to the right of taxpayers and the public to examine and object to the same, and fixed a date therein, to wit, the 31th day of July 2026, which said the date was no more than fifteen (15) days after the date of the publication thereof, as the date for the hearing of protests and objections to the said assessment schedule and claims for adjustment thereunder; and

WHEREAS, the Council further ordered that the notice be published in the Mississippi Link, a newspaper of general circulation in the City of Jackson on July 23, 2026; and

WHEREAS, on July 31, 2026, the Council in the Council Chambers at City Hall in said city conducted a hearing to take on any complaint filed in writing, objecting to and petitioning for a specified reduction on any portion or portions of the assessment schedule affecting the complainant directly; and

WHEREAS, the Council finds that no protests against said schedule were filed with the Clerk of the City of Jackson on or before 10:00 a.m., July 31, 2026, as provided for in said notice; therefore, no claim for adjustment was filed; and

WHEREAS, the Council now finds that in all things it is right and proper for said assessment schedule to be now made final.

IT IS, THEREFORE, ORDERED that the Council of the City of Jackson did not receive any complaints to the Department of Revenue's motor vehicle ad valorem tax assessment schedule for the year 2026. The valuations therein set forth are finally approved after no complaints to the assessment were filed in writing to be heard on July 31, 2026

Vice President Parkinson moved adoption; **President Hartley** seconded.

Yeas – Brown-Thomas, Foote, Grizzell, Hartley and Parkinson.
Nays – None.
Absent – Clay and Stokes.

* * * * * * * * * * * * * *

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING 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; DETERMINING THAT THE TAX INCREMENT FINANCING PLAN FOR THE VIEUX CARRE REDEVELOPMENT PROJECT, JULY 2026, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, PROPOSES A PROJECT THAT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN FOR THE VIEUX CARRE REDEVELOPMENT PROJECT, JULY 2026, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI; EMPLOYING RELATED PROFESSIONALS; AND FOR RELATED PURPOSES.

WHEREAS, Sections 21-45-1 et seq., Mississippi Code of 1972, as amended (the "TIF Act"), authorize municipalities and counties in the State of Mississippi to undertake and carry out development and redevelopment projects as defined therein with the use of tax increment financing as set forth in detail in the TIF Act; and

WHEREAS, the Mayor and City Council (the "Governing Body") of the City of Jackson, Mississippi (the "City"), in accordance with the TIF Act, conducted a public hearing on and approved and adopted that Tax Increment Financing Redevelopment Plan, City of Jackson, Mississippi, 2007 (the "Redevelopment Plan"), for the City, which Redevelopment Plan constitutes a qualified plan under the TIF Act; and

WHEREAS, the Governing Body has been presented with a tax increment financing plan entitled Tax Increment Financing Plan for the Vieux Carre Redevelopment Project, City of Jackson, Hinds County, Mississippi, July 2026, and hereinafter referred to as the "TIF Plan", a copy of which is attached hereto as EXHIBIT A and becomes a part hereof in its entirety, the purpose of which is to provide a financing mechanism to construct various needed infrastructure improvements described in the TIF Plan; and

WHEREAS, Vieux Carre Apartments South, LLC a Mississippi limited liability company, (the "Developer"), proposes to redevelop and develop land and improvements located in the City's medical corridor near St. Dominic Hospital and the University of Mississippi Medical Center, which redevelopment may include a medical office building and multifamily residential units together with parking and related amenities (the "Project"); and

WHEREAS, the Governing Body has heretofore identified various parts of the City in need of development and redevelopment and does hereby find that the Project is of major economic significance to and within the City, is within the redevelopment project area described in the Redevelopment Plan, and qualifies as a project eligible for tax increment financing as set forth in the TIF Act; and the Governing Body finds that participation on the part of the City is necessary and would be in the public interest and in the best interest of the public health, safety, morals, and welfare of the City; and

WHEREAS, the City proposes to issue Tax Increment Financing Bonds or Notes ("TIF Bonds"), in as development allows, in an amount not to exceed One Million Three Hundred Dollars ($1,300,000), which shall be secured solely by a pledge of the incremental increase in real and personal property ad valorem taxes from the "TIF District" as set forth in and established by the TIF Plan, which funds will be used to pay the cost of improvements eligible under the TIF Act, including, but not limited to, the acquisition, installation, rehabilitation and/or relocation of utilities such as water, electrical, and sanitary sewer; acquisition, construction, renovation, or rehabilitation of drainage improvements, retaining walls, roadways, curbs and gutters, sidewalks, multi-use paths, surface parking, including repaving and other related parking lot upgrades; buildings; landscaping of rights-of-way; signalization; signage; related architectural/engineering fees, attorney's fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements"), which Infrastructure Improvements may be constructed or installed within the TIF District or land adjacent to and serving the TIF District;

WHEREAS, the Developer has estimated the total cost of the Project to be in excess of $27,000,000; and

WHEREAS, in connection with the Infrastructure Improvements, the Developer will incur expenses for which the Developer will advance funds, and the City will reimburse the Developer for a portion of such expenses from the proceeds of such TIF Bonds; and

WHEREAS, pursuant to the TIF Act, such TIF Bonds shall be secured solely by a pledge of the increase in ad valorem taxes on real and personal property ad valorem taxes generated within the TIF District (the "Tax Increment"), provided, however that the TIF Bonds (as defined below) will be sized and issued based on the incremental increases in ad valorem tax revenues generated from real and personal property in the TIF District based on the City's general fund millage and may include participation by Hinds County, Mississippi (the "County"); and

WHEREAS, as authorized by the TIF Act, the City will agree to pledge the Tax Increment for payment of debt service on such TIF Bonds; and

WHEREAS, it is in the best interest of the City to authorize the law firm of Butler Snow LLP, Ridgeland, Mississippi, as Bond Counsel, and Government Consultants, Inc., Madison, Mississippi, as Municipal Advisor, to prepare and distribute such resolutions and documents necessary in order to facilitate the sale and issuance of such Bonds of the City at a subsequent date, subject to the approval of the Governing Body of the City.

WHEREAS, the Governing Body shall publish a public hearing notice and conduct a public hearing in accordance with the TIF Act.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, ACTING FOR AND BEHALF OF THE CITY, AS FOLLOWS:

SECTION ONE. Pursuant to the TIF Act, the Governing Body, acting for and on behalf of the City, does hereby declare its intention to sell and issue TIF Bonds of the City in a total aggregate principal amount of not to exceed One Million Three Hundred Thousand Dollars ($1,300,000) (the "TIF Bonds") for the Project proposed to be located in the City.

SECTION TWO. The Governing Body has been presented with the TIF Plan, a copy of which is attached hereto as EXHIBIT A and becomes a part hereof in its entirety, the purpose of which is to provide a financing mechanism to construct various needed infrastructure improvements described in the TIF Plan.

SECTION THREE. The TIF District to be established shall be described in the TIF Plan which shall be adopted and approved as a part of the Redevelopment Plan after holding a public hearing on the matter. The Council hereby gives notice of its intention to create and establish the TIF District and to approve the TIF Plan as a part of the Redevelopment Plan as well as hold a public hearing as prescribed by law.

SECTION FOUR. The Council hereby declares its intention, upon establishment of the TIF District and the approval of the TIF Plan, to issue TIF Bonds not to exceed One Million Three Hundred Thousand Dolars ($1,300,000). These TIF Bonds will be secured solely by a pledge of the increase in ad valorem taxes on real and personal property located in and constituting the TIF District as described in the TIF Plan; provided, however, the TIF Bonds will be sized and issued based on ad valorem tax revenues generated from real and personal property in the TIF District based on the City's general fund millage and may include County participation. The funds derived from the sale of the TIF Bonds will be used for the Infrastructure Improvements. These bonds shall never constitute an indebtedness of the City within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City, other than from the sources set forth herein, or a charge against its general credit or taxing powers.

SECTION FIVE. After the annual debt service on the TIF Bonds has been paid, fifty percent (50%) of the remaining surplus is to be deposited into the general fund of the City to be used for any lawful purpose and fifty percent (50%) is to be deposited into the City's economic development fund to be used for any lawful purpose.

SECTION SIX. The Developer intends to acquire and construct the Infrastructure Improvements at its expense to facilitate the development of the Project, based on the anticipation that TIF moneys will be available in the future. Upon approval of the TIF Plan the City wishes to reimburse the Developer for these expenses expense in whole or part, up to the amount of moneys available

from the proceeds of TIF Bonds in the principal amount not to exceed One Million Three Hundred Thousand Dollars ($1,300,000), at the time TIF Bonds are issued in the future.

SECTION SEVEN. The Project appears to be a project of major economic significance within the City and to qualify as a project eligible for TIF under the Act and Redevelopment Plan, and the participation on the part of the City is necessary and would be in the public interest and would benefit the economic and financial well-being and the public health, safety and welfare of the City.

SECTION EIGHT. The Council hereby declares its intention to hold a public hearing with respect of the TIF Plan and the issuance of the TIF bonds at the regular meeting room of the Council at the City Hall of the City of Jackson, Mississippi at 10:00 a.m., on August 11, 2026.

SECTION NINE. The Governing Body herein employs Tray Hairston, Esq., and Butler Snow LLP, as Bond Counsel, and Government Consultants, Inc., as Municipal Advisor and authorizes them to prepare the necessary resolutions and offering documents for the subsequent sale and issuance of the Bonds, subject to the approval of the Governing Body of the City and authorized the Mayor to execute their engagement letters.

SECTION TEN. The City Clerk is hereby directed to publish a notice of the public hearing in substantially the same form as the notice attached hereto as Exhibit B in The Mississippi Link, a newspaper in which the City is authorized to publish legal notices, once (1 time) not more than twenty (20) days and not less than ten (10) days prior to the date set forth in Section Seven above, pursuant to and in compliance with the requirements of the TIF Act. A copy of the TIF Plan will be available for examination in the office of the City Clerk at City Hall, Jackson, Mississippi.

Council Member _____ made the motion and Council Member _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

COUNCIL MEMBER YEA NAY

Ashby Foote

Tina Clay

Kenneth I. Stokes

Brian C. Grizzell

Vernon Hartley

Lashia Brown-Thomas

Kevin Parkinson

The President of the Council then declared the resolution passes and adopted this the 31st day of July, 2026.

APPROVED BY:

PRESIDENT OF THE CITY COUNCIL

MAYOR

ATTEST:

CITY CLERK

(SEAL)

JACKSON
MISSISSIPPI
BUILDING A BETTER FUTURE TOGETHER

BOARD OF SUPERVISORS
HINDS COUNTY, MS

TAX INCREMENT FINANCING PLAN FOR THE VIEUX CARRE REDEVELOPMENT PROJECT CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, JULY 2026

Prepared by:

Gouras & Associates, LLC
P.O. Box 1465
Ridgeland, MS 39158
601-605-8128 P 601-605-8129 F
chrisgouras@gourasandassociates.com
christiana@gourasandassociates.com

TAX INCREMENT FINANCING PLAN FOR THE VIEUX CARRE REDEVELOPMENT PROJECT, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, JULY 2026

ARTICLE I

A. PREAMBLE

1. This *Tax Increment Financing Plan for the Vieux Carre Redevelopment Project, City of Jackson, Hinds County, Mississippi, July 2026,* (the "TIF Plan"), will be an undertaking of the City of Jackson, Mississippi (the "City"), authorized pursuant to Sections 21-45-1, *et seq.*, Mississippi Code of 1972, as amended (the "TIF Act"), and in accordance with the *Tax Increment Financing Redevelopment Plan, City of Jackson, Mississippi, 2007,* (the "Redevelopment Plan") and may also be implemented as a joint undertaking of the City and Hinds County, Mississippi (the "County").

2. Vieux Carre' Apartments South, LLC a Mississippi limited liability company (the "Developer"), proposes to construct a medical office building and 84-unit multi-family housing development along with the redevelopment of the existing Vieux Carre Apartments (collectively, the "Project"). The Project represents an investment in excess of $27,000,000 in the City's medical corridor off Interstate 55 near St. Dominic Hospital and the University of Mississippi Medical Center on real property more particularly described in Article VII of this TIF Plan and described in Exhibit A (hereinafter referred to as the "TIF District").

3. The City and County may enter into an interlocal cooperation agreement pursuant to the Mississippi Interlocal Cooperation Act of 1974, codified at Section 17-13-1, et seq., Mississippi Code of 1972, as amended (the "Interlocal Act"), which will designate the City as the primary party in interest in carrying the Project forward. The issuance of bonds to provide funds to finance the costs of infrastructure improvements identified in the TIF Plan will be a joint undertaking of the City and County whereby the City may issue Tax Increment Financing Bonds or notes or other indebtedness in one or more series (collectively the "TIF Bonds") in accordance with the Development Agreement (as defined in Article I, Section B.3) and as authorized herein to finance a portion of the Infrastructure Improvements (defined below). The TIF Bonds authorized by this TIF Plan shall not exceed One Million Three Hundred Thousand Dollars ($1,300,000).

4. The tax increment financing funds as identified herein will be used to defray and reimburse the cost of Infrastructure Improvements (defined below) to serve the Project and the community.

5. The Mayor and City Council of the City (the "Governing Body") hereby find and determine that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of the TIF Act requiring dedication of the "redevelopment project" to the City not apply to those

which are constructed on the privately owned portion of the Project.

6. The Developer has provided information to the City regarding the proposed site plan, the amount of private investment, and job creation projections. Estimates of ad valorem taxes were made based on information and valuations from the Hinds County Tax Assessor and from information provided by the Developer.

B. STATEMENT OF INTENT

1. Pursuant to the authority outlined hereinabove, the City may issue TIF Bonds in an amount not to exceed One Million Three Hundred Thousand Dollars ($1,300,000) which will be secured solely by a pledge by the City of the tax revenues derived from the City's ad valorem tax levies on the "captured assessed value" (as defined in the TIF Act) of the real and personal property comprising the TIF District, and a pledge by the County of the tax revenues derived from the County's ad valorem tax levies on the "captured assessed value" (as defined in the TIF Act) of the real and personal property comprising the TIF District. The pledge and the amount of bonds to be issued are set forth in Article VI, Section B of this TIF Plan.

2. The Tax Increment will be used to pay the cost of installation and construction of various infrastructure improvements within the TIF District or servicing the TIF District as permitted under the TIF Act, which shall include (but are not limited to) the acquisition, installation, rehabilitation and/or relocation of utilities such as water, electrical, and sanitary sewer; acquisition, construction, renovation, or rehabilitation of drainage improvements, retaining walls, roadways, curbs and gutters, sidewalks, multi-use paths, surface parking, including repaving and other related parking lot upgrades; buildings; landscaping of rights-of-way; signalization; signage; related architectural/engineering fees, attorney's fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements"), which Infrastructure Improvements may be constructed or installed within the TIF District or land adjacent to and serving the TIF District.

3. The City may issue the TIF Bonds in one or more series and reimburse the Developer in accordance with a development agreement to be executed between the parties as authorized by the TIF Act (the "Development Agreement").

4. The construction of the Infrastructure Improvements will be undertaken, from time to time, to provide for the public convenience, health, and welfare.

C. PUBLIC CONVENIENCE AND NECESSITY: The public convenience and necessity require participation by the City and the County in 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, including:

1. Construction of the entire Project will represent a private investment in excess of $27,000,000.

2. The Project will create construction jobs with a payroll of approximately $8,000,000.

3. The Project will create new permanent full-time and part-time jobs. Annual payroll is currently unknown.

4. It is projected that the Project will result in an annual real and personal property tax *increase* of $100,753 for the City.

5. It is projected that the Project will result in an annual real and personal property tax *increase* of $74,086 for the County.

6. It is projected that the Project will yield an annual real and personal property tax increase of $141,616 for the City of Jackson Public School District (the "City School District").

7. The development of the Project will help expand the tax base of the City, the County, and the City School District.

8. The Project will utilize and develop land strategically located in the City's medical corridor, creating sidewalks, parking and addressing drainage issues in the area.

ARTICLE II
PROJECT INFORMATION

A. **REDEVELOPMENT PROJECT DESCRIPTION**: The Project is a mixed-use medical office development with approximately 84 new residential units and the renovation of 114 existing units located in the City's medical corridor off Interstate 55.

B. **DEVELOPER'S INFORMATION:** Vieux Carre´ Apartments South, LLC
Attn: Justin Peterson
P.O. Box 13925
Jackson, MS 39236-3925

ARTICLE III
ECONOMIC DEVELOPMENT IMPACT DESCRIPTION

A. **JOB CREATION:** The Project will create construction jobs, and upon completion Project will create new full-time and part-time jobs and will further anchor the City's medical corridor. Annual payroll for these permanent jobs is currently unknown due to market factors.

B. **FINANCIAL BENEFIT TO THE COMMUNITY**

1. Ad Valorem Tax Increases: The construction and development of the Project will

generate significant ad valorem tax revenues for the City, the County, and the City School District. The below real and personal property ad valorem taxes were based upon an assumed "true value" of $14,926,996 when the Project is completed.

ENTITY	CURRENT MILLAGE RATE	CURRENT TAXES	AFTER PROJECT	INCREASE
City	61.32	$36,545	$137,298	**$100,753**
County	45.09	$26,872	$100,959	**$74,086**
School	86.19	$51,367	$192,983	**$141,616**
TOTAL:	**192.60**	**$114,784**	**$431,240**	**$316,456**

City School District taxes are not available for use in Tax Increment Financing and are shown for informational purposes only.

ARTICLE IV
THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN

A. **CONSTRUCTION OF IMPROVEMENTS:** The improvements constructed for the Project (including the Infrastructure Improvements) will be consistent with the Redevelopment Plan. The Project and the Infrastructure Improvements will be constructed in accordance with standards, codes, and ordinances of the City, and the Project will further the goals and objectives of the Redevelopment Plan.

B. **PUBLIC CONVENIENCE AND NECESSITY:** The primary objective of this TIF Plan is to serve the public convenience and necessity by participating in the Project. The TIF Plan will provide financing to construct the Infrastructure Improvements as pursuant to the TIF Act.

C. **HEALTH AND WELFARE OF THE PUBLIC PROVIDED FOR:** The Infrastructure Improvements will provide for the health and welfare of the public by providing for safe and adequate infrastructure for the use of the property by the public. The Project will help transform and develop the metro-Jackson area, revitalizing an unused site with drainage issues and providing much needed new residential development and office space in the City's medical corridor.

ARTICLE V
A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN

The use of tax increment financing is an inducement that will result in the development of vacant and underdeveloped prime property in the City and the County. The TIF Plan will allow the implementation of tax increment financing as a financing mechanism for the construction of Infrastructure Improvements necessary to induce development within the TIF District area

and serve the public who will utilize and benefit from the development of the Project. This will be an undertaking of the City as described in the Redevelopment Plan and may include County participation.

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. COST ESTIMATE OF REDEVELOPMENT PROJECT

1. The development of the TIF District will represent private investment in excess of $27,000,000. The proceeds of the TIF Bonds will be used to pay the cost of constructing various Infrastructure Improvements, more particularly described in Article I, Section B.

2. The construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare.

3. Proceeds of the TIF Bonds may also be used to fund capitalized interest and/or a debt service reserve fund as may be permitted under Section 21-45-1, *et seq.*, Mississippi Code of 1972, as amended.

B. PROJECTED SOURCES OF REVENUE TO MEET COSTS

1. Private Financing: The Developer will secure financing to construct the Project including the work to be funded with TIF Bonds.

2. Pledge: The City shall pledge the increase in ad valorem tax revenue from real and personal property located in and comprising the TIF District, and the County may pledge the incremental increase in ad valorem tax revenues generated from the County's general fund millage as applied to the captured assessed value (as defined in the TIF Act) of the real and personal property located in and comprising the TIF District.

3. Amount of Bonds to be Issued: The TIF Bonds may be issued in one or more series, and shall be sized as follows: one hundred percent (100%) of the incremental increases in ad valorem tax revenues generated from the City's general fund millage (which is currently 51.57 mills) as applied to the captured assessed value (as defined in the TIF Act) of the real and personal property located in and comprising the TIF District; PLUS fifty percent (50%) of the incremental increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property located in and comprising the TIF District.

4. Debt Service Coverage: Debt service coverage (if required by a purchaser of the TIF Bonds) will first come from the remaining pledged portions of the City's and County's pledged taxes.

5. No General Obligation of the City or County: The TIF Bonds will be payable solely from the incremental increases in real and personal property ad valorem taxes as set forth in this TIF Plan and will not constitute general obligations of either the City or the County. Neither the full faith and credit of the City or the County, nor the full faith or credit of the State of Mississippi (or any political subdivision thereof) will be pledged to the payment of the TIF Bonds.

C. TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

1. The City will issue up to One Million Three Hundred Thousand Dollars ($1,300,000) in TIF Bonds which shall be secured by the pledge of the City and County funds set forth in Article VI, Section B(2) of this TIF Plan. The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City and in accordance with the Development Agreement.

ARTICLE VII
REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING DISTRICT

A. PARCEL NUMBERS FOR THE TIF DISTRICT: The real property to be included in the TIF District from which the ad valorem real and personal property tax revenues will be generated to finance the TIF Bonds contains approximately 7.73 acres, more or less, and is described above and in the map attached hereto as Exhibit A. The below True and Assessed Values were obtained from the Hinds County Tax Assessor's office.

Parcel	Acres	True Value (Tax Year 2025-26)	Personal Property (Tax Year 2025-26)	Total True Value (Tax Year 2025-26)	Combined Assessed Value (Tax Year 2025-26)
442-110-2	0.33	$2,000		$2,000	$ 300
451-18	1.43	$350		$350	$ 53
451-18-1	1.43	$1,070		$1,070	$ 161
451-121	3.62	$3,669,960	$128,910	$3,798,870	$ 569,831
451-164		$41,850		$41,850	$ 6,278
443-56	0.3	$44,000		$44,000	$ 6,600
443-55	0.21	$20,000		$20,000	$ 3,000
443-54	0.2	$32,500		$32,500	$ 4,875
443-53	0.21	$32,500		$32,500	$ 4,875
TOTAL:	**7.73**	**$3,844,230**	**$128,910**	**$3,973,140**	**$595,972**

ARTICLE VIII
DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE

This TIF Plan shall remain in effect from its approval and shall continue in existence so long as there are TIF Bonds outstanding.

ARTICLE IX
ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH A REDEVELOPMENT PROJECT IS LOCATED

A. **AD VALOREM TAX INCREASES:** It is projected that the construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the City School District. The following are estimates of new ad valorem tax revenues expected to be generated after project is completed. The below real and personal property ad valorem taxes were based upon an assumed "true value" of $14,926,966, and an assumed combined assessed value of $2,239,045.

ENTITY	CURRENT MILLAGE RATE	CURRENT TAXES	AFTER PROJECT	INCREASE
City	61.32	$36,545	$137,298	$100,753
County	45.09	$26,872	$100,959	$74,086
School	86.19	$51,367	$192,983	$141,616
TOTAL:	192.60	$114,784	$431,240	$316,456

The pledge of the Tax Increment and the sizing of the TIF Bonds are both set forth in Article VI 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 Bond Fund: Vieux Carre Redevelopment" shall be established by the City to receive ad valorem taxes and any other funds remitted in connection with this TIF Plan.

ARTICLE XI
THE GOVERNING BODY OF THE CITY 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 DISCRETION OF THE GOVERNING BODY OF THE CITY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of the TIF Plan, the Governing Body of the City acknowledges the above and shall adopt the necessary resolutions when deemed necessary and appropriate for the implementation of this TIF Plan and in accordance with the Development Agreement.

ARTICLE XII
PLAN OF FINANCING

A. **SECURITY FOR THE TIF BONDS:** The TIF Plan provides for the City to issue the TIF Bonds in one or more series which will be secured by the pledge of ad valorem tax revenue increases generated from real and personal property located in and comprising the TIF District, and the County shall pledge the incremental increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property located in and comprising the TIF District. *The TIF Bonds will be payable solely from the incremental increases in real and personal property ad valorem taxes as set forth in this TIF Plan and will not constitute general obligations of either the City or the County.*

B. **FURTHER PROCEEDINGS OF THE CITY:** The City shall take such further actions as required for the implementation of the TIF Plan.

C. **AMOUNT AND TIMING OF ISSUANCE:** The amount and timing of the issuance of each series of TIF Bonds shall be determined pursuant to further proceedings of the City. The total amount of the TIF Bonds shall not exceed One Million Three Hundred Thousand Dollars ($1,300,000) and may be issued in multiple tax-exempt or taxable series.

EXHIBIT B: NOTICE OF PUBLIC HEARING

Notice is hereby given that the Mayor and City Council of the City of Jackson, Mississippi (the "Governing Body" of the "City"), will hold a public hearing on August 11, 2026, at 10:00 o'clock a.m. at the regular meeting place of the Governing Body at the City Hall of the City of Jackson, 219 South President Street, Jackson, Mississippi, on the *Tax Increment Financing Plan for the Vieux Carre Redevelopment Project, City of Jackson, Hinds County, Mississippi, July 2026* (the "TIF Plan"), for consideration by the Governing Body and requesting that the TIF Plan be approved in compliance with *The City of Jackson, Tax Increment Financing Redevelopment Plan, 2007*, and further, to designate the project described in the TIF Plan as appropriate for development and tax increment financing.

The general scope of the TIF Plan is a proposal that the City will issue tax increment financing bonds (the "Bonds"), in one or more series in an amount not to exceed One Million Three Hundred Thousand Dollars ($1,300,000), in order to provide funds necessary to pay for the cost of acquiring and constructing various infrastructure improvements in connection with the Project (as defined in the TIF Plan), including, but not limited to, the acquisition, installation, rehabilitation and/or relocation of utilities such as water, electrical, and sanitary sewer; acquisition, construction, renovation, or rehabilitation of drainage improvements, retaining walls, roadways, curbs and gutters, sidewalks, multi-use paths, surface parking, including repaving and other related parking lot upgrades; buildings; landscaping of rights-of-way; signalization; signage; related architectural/engineering fees, attorney's fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements"), which Infrastructure Improvements may be constructed or installed within the TIF District or land adjacent to and serving the TIF District.

The Bonds shall be secured solely by a pledge by the City of the incremental increase real and personal property ad valorem tax revenues generated within the TIF District, as described in the TIF Plan, and will never be a general obligation of the City, will not be secured by the full faith, credit, and taxing power of the City, and will not create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the ad valorem taxes set forth above. If deemed necessary and appropriate, the City may require additional security from the Developer of the Project.

Construction of the Infrastructure Improvements and payment of the Bonds issued pursuant to the TIF Plan will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes within the City. Copies of the TIF Plan and the Redevelopment Plan are available for examination in the office of the City Clerk in Jackson, Mississippi.

The City may exercise its authority under Chapter 45 of Title 21, Mississippi Code of 1972, as amended (the "Act"). This hearing is being called and conducted, and the TIF Plan has been prepared as authorized and required the Act.

Witness my signature and seal, this the 31st day of July, 2026.

S/ Angela Harris
Angela Harris, City Clerk
(SEAL)

Publish One (1) Time on August 1, 2026

Send Proof of Publication and Invoice to:

City of Jackson, MS
Attention: Angela Harris, City Clerk
219 S. President St.
Jackson, MS 39205-001

With a Copy to:

Tray Hairston, Esq.
Butler Snow
tray.hairston@butlersnow.com

Send copy of proof Publication to:

Christiana Sugg
christiana@gourasandassociates.com
Gouras & Associates
P.O. Box 1465
Ridgeland, MS 39158

The Chancery Clerk reported that pursuant to a resolution of the Board of Supervisors (the "Governing Body") of Hinds County, Mississippi (the "County"), calling for a hearing to be held at 9:00 a.m., on July 20, 2026, with respect to the *Financing Plan for the Vieux Carre Redevelopment Project, City of Jackson, Hinds County, Mississippi, July 2026* (the "TIF Plan"), a copy of which is attached hereto as Exhibit 1, she did cause such notice of the public hearing to be published on July 9, 2026 (as evidenced by the proof of publication on file in the office of the Chancery Clerk and attached hereto as Exhibit 2) in *The Jackson Advocate*, a newspaper having a general circulation in the County. The Board President 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, Supervisor Graham offered and moved the adoption of the following resolution:

RESOLUTION OF THE BOARD OF SUPERVISORS OF HINDS COUNTY, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN FOR THE VIEUX CARRE REDEVELOPMENT PROJECT, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, JULY 2026; AND FOR RELATED PURPOSES.

WHEREAS, under the power and authority granted by the laws of the State of Mississippi and particularly under Chapter 45 of Title 21 (the "TIF Act"), on July 6, 2026, the Governing Body did adopt a certain resolution entitled:

RESOLUTION OF THE BOARD OF SUPERVISORS OF HINDS COUNTY, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING 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; DETERMINING THAT THE TAX INCREMENT FINANCING PLAN FOR THE VIEUX CARRE REDEVELOPMENT PROJECT, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, JULY 2026, PROPOSES A PROJECT THAT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN FOR THE VIEUX CARRE REDEVELOPMENT PROJECT, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, JULY 2026; AND FOR RELATED PURPOSES.

WHEREAS, as directed by the aforesaid resolution, and as required by law, a Notice of Public Hearing with respect to the TIF Plan was published on July 9, 2026, in *The Jackson Advocate*, a newspaper having a general circulation within the County; and

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 at 319 South President Street, Jackson, Mississippi, at 9:00 a.m., July 20, 2026, to enable the general public to state or present their views on the TIF Plan; and

WHEREAS, the public hearing was held at 9:00 a.m. on July 20, 2026, and all in attendance were given an opportunity to state or present their oral and/or written comments on the TIF Plan.

7/20/2026

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HINDS COUNTY, MISSISSIPPI, ACTING FOR AND BEHALF OF THE COUNTY, AS FOLLOWS:

SECTION 1: The Governing Body of the County is now fully authorized and empowered under the provisions of the TIF Act to accept and approve TIF Plan (a copy of which is attached hereto as Exhibit 1) and implement the same in cooperation with the City of Jackson, Mississippi (the "City") with the City as the primary party to issue the TIF Bonds as set forth therein.

SECTION 2. The Governing Body does hereby adopt and approve such TIF Plan, in order to support the payment of TIF Bonds as set forth therein, said approval being subject to the subsequent adoption of the TIF Plan by the City.

SECTON 3. In accordance with the Act, school taxes cannot be used to service tax increment financing debt obligations.

SECTION 4. The issuance of the TIF Bonds will be subject to further proceedings of the City.

SECTION 5. 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 6. All orders, resolutions, or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict. For cause, this resolution shall become effective upon the adoption hereof.

Following the reading of the foregoing resolution, Supervisor McGowan moved and Supervisor Graham seconded the motion for its adoption. The matter was then put to a roll call vote, and the result was as follows:

Supervisor Robert Graham	voted: aye
Supervisor Tony Smith	voted: aye
Supervisor Deborah Butler-Dixon	voted: aye
Supervisor Wanda Evers	voted: aye
Supervisor Bobby McGowan	voted: aye

The motion having received the affirmative vote of a majority of all of the members of the Governing Body present, the Mayor declared the motion carried and the resolution adopted this, the __ day of July, 2026.

HINDS COUNTY BOARD OF SUPERVISORS

Attest: Eddie Jean Carr
CHANCERY CLERK

Robert Graham
BOARD PRESIDENT 7/28

Vice President Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

_ _ _ _ _ _ _ _ _ _ _ _ _ _

President Hartley recognized **Carrie Johnson, Senior Deputy City Attorney** and **Christina Suggs, Gouras and Associates,** who provided a brief overview of said item.

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

Yeas – Brown-Thomas, Foote, Grizzell, Hartley and Parkinson.
Nays – Clay and Stokes.
Absent – None.

* * * * * * * * * * * * * *

ORDER ACCEPTING THE BID OF JOE MCGEE CONSTRUCTION COMPANY, INC. FOR THE MONUMENT STREET BRIDGE REPLACEMENT PROJECT, PROJECT NO. STP-7262-00(007)/109279-701000, SUBJECT TO CONCURRENCE BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION.

WHEREAS, the City of Jackson solicited sealed, competitive bids for the Monument Street Bridge Replacement Project, Project No. STP-7262-00(007)/109279-701000; and

WHEREAS, (2) bids were submitted to the Municipal Clerk on July 28, 2026; and

WHEREAS, the bid of Joe McGee Construction Company, Inc. in the amount of $1,227,639.00 was the lowest received and was below the Engineer's Estimate of $1,250,000.00; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Joe McGee Construction Company, Inc. in the amount of $1,227,639.00 for the Monument Street Bridge Replacement Project to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Joe McGee Construction Company, Inc. in the amount of $1,227,639.00 for the Monument Street Bridge Replacement Project, Project No. STP-7262-00(007)/109279-701000 is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk, and subject to concurrence by the Mississippi Department of Transportation.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute a construction contract with Joe McGee Construction Company, Inc. for the Monument Street Bridge Replacement Project, STP-7262-00(007)/109279-701000, consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk, to be effective upon concurrence by the Mississippi Department of Transportation.

President Hartley moved adoption; **Vice President Parkinson** seconded.

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President Hartley recognized **Lorenzo Anderson, Director of Public Works,** who provided a brief overview of said item.

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Thereafter, **President Hartley** called for a vote on said item:

Yeas – Brown-Thomas, Foote, Grizzell, Hartley and Parkinson.
Nays – None.
Absent – Clay and Stokes.

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ORDER ACCEPTING THE RENEWAL PROPOSAL SUBMITTED BY IVS, INC DOING BUSINESS AS ANGELTRAX TO PROVIDE A HOSTED SERVER, ONLINE SURVEILLANCE MANAGEMENT SOFTWARE, AND PREVENTIVE MAINTENANCE SERVICES AT A COST NOT TO EXCEED $29,608.00 FOR A PERIOD OF TWELVE MONTHS.

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 governing authority's action of June 27, 2019 is recorded in Minute Book 6P at page 327; and

WHEREAS, the initial contract contained a three (3) year term expiring on June 30, 2022 with an option to renew for two (2) additional years; and

WHEREAS, the governing authorities have continued to authorize the renewal of the services with Angeltrax with the most recent renewal authorization occurring on September 29, 2025 for the period July 1, 2025 through June 30, 2026; and

WHEREAS, IVS, Inc d/b/a as Angeltrax submitted a proposal for the renewal of the licenses, hosted server, and online surveillance management software at a cost of $29,608.00 for the period July 1, 2026 through June 30, 2027; and

WHEREAS, IVS, Inc., d/b/a as Angeltrax also included in the proposal costs for optional equipment; and

WHEREAS, the governing authorities for the City of Jackson adopted a Personal and Professional Services Procurement Policy on or about August 27, 2024 which addresses the

procurement of services because the public purchasing statutes are not applicable to procurement of services by municipalities; and

WHEREAS, Section 3.4 of the Personal and Professional Services Procurement Policy authorize the procurement of services without competition when deemed to be in the City of Jackson's best interest upon approval of the Department Director, City Attorney, Chief Financial Officer, Chief Administrative Officer, and the Mayor; and

WHEREAS, the Department of Planning and Development determined that renewing the aforementioned services with IVS, Inc., d/b/a Angeltrax serves the City's best interest because the surveillance system has been installed and services can continue uninterrupted; and

WHEREAS, the approvals required by Section 3.4 of the Personal and Professional Services Procurement Policy were obtained; and

WHEREAS, the Department of Planning and Development's Transit Division is recommending that the governing authorities authorize the mayor to accept the proposal and renew services with IVS, Inc. doing business as AngelTrax at a cost not to exceed twenty-nine thousand six hundred and eight dollars ($29,608.00); and

WHEREAS, the Federal Transit Administration will provide twenty-three thousand six hundred eighty-six dollars and forty cents ($23,686.40) or eighty percent (80%) to fund the procurement described, with a local match from FY2026 Transit Budget of five thousand nine hundred twenty-one dollars and sixty cents ($5,921.60) or twenty percent (20%).

IT IS, THEREFORE ORDERED, that the renewal proposal submitted by Angeltrax to provide licenses, online surveillance management, a hosted server and preventive maintenance at a cost of $29,608.00 is accepted and the mayor is authorized to execute same.

IT IS, THEREFORE ORDERED that the renewal period shall be for a period of one (1) year commencing upon approval of this order

IT IS, HEREBY ORDERED that the optional items listed in the proposal shall not be procured absent compliance with the Mississippi Public Purchasing statutes.

Vice President Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

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President Hartley recognized **Carrie Johnson, Senior Deputy City Attorney,** who provided a brief overview of said item.

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President Hartley recognized **Vice President Parkinson** and **Council Member Brown-Thomas,** who withdrew their motion and second. **President Hartley** stated that said item would be tabled until a later date.

Note: Council Member Grizzell left the meeting.

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President Hartley moved, seconded by **Vice President Parkinson** to add an item to the agenda on an emergency basis, authorizing the Department of Administration Finance to submit payment to the Jackson Redevelopment Authority (JRA) in the amount of $500,00.00 for the space station exhibit at the Russell C. Davis Planetarium pursuant to the agreement and amendment thereto authorized by the Mayor. The motion prevailed by the following vote:

Yeas – Brown-Thomas, Foote, Hartley and Parkinson.
Nays – None.
Absent – Clay, Grizzell and Stokes.

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There came on as the Emergency Agenda Item: ORDER AUTHORIZING THE DEPARTMENT OF ADMINISTRATION AND FINANCE TO SUBMIT PAYMENT TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) IN THE AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) FOR THE SPACE STATION EXHIBIT AT THE RUSSELL C. DAVIS PLANETARIUM PURSUANT TO THE AGREEMENT AND AMENDMENT THERETO AUTHORIZED BY THE MAYOR: Hearing no objections, the Clerk read the following:

ORDER AUTHORIZING THE DEPARTMENT OF ADMINISTRATION AND FINANCE TO SUBMIT PAYMENT TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) IN THE AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) FOR THE SPACE STATION EXHIBIT AT THE RUSSELL C. DAVIS PLANETARIUM PURSUANT TO THE AGREEMENT AND AMENDMENT THERETO AUTHORIZED BY THE MAYOR.

WHEREAS, on April 8, 2025, the governing authority of the City of Jackson authorized the Mayor to execute an agreement with the Jackson Redevelopment Authority (JRA) to provide $500,000.00 in Community Development Block Grant (CDBG) funds to support a Space Station Exhibit at the Russell C. Davis Planetarium; and

WHEREAS, on January 27, 2026, the governing authority authorized the Mayor to execute an amendment to the agreement with JRA, extending the period of performance from March 31, 2026 to July 31, 2026, and modifying the source of funding from 2023 and 2024 Community Development Block Grant funds to the City's 2025 Community Development Block Grant allocation, in an amount not to exceed $500,000.00; and

WHEREAS, the Office of Housing and Community Development has confirmed that the project is eligible for Community Development Block Grant funding, and that the appropriation of 2025 CDBG funds is contingent upon and subject to the requirements of the United States Department of Housing and Urban Development; and

WHEREAS, the Jackson Redevelopment Authority has satisfied the applicable requirements under the agreement, as amended, for payment related to the Space Station Exhibit at the Russell C. Davis Planetarium; and

WHEREAS, the Department of Planning and Development recommends that the governing authorities authorize the Department of Administration/Finance to submit payment to the Jackson Redevelopment Authority in the amount of $500,000.00 from the City's 2025 Community Development Block Grant allocation for the Space Station Exhibit at the Russell C. Davis Planetarium; and

WHEREAS, the Office of Housing and Community Development believes that the best interest of the City of Jackson would be served by authorizing this payment to the Jackson Redevelopment Authority.

IT IS, THEREFORE ORDERED that the Department of Administration/Finance is authorized to submit payment to the Jackson Redevelopment Authority (JRA) in the amount of $500,000.00, for the Space Station Exhibit at the Russell C. Davis Planetarium, pursuant to the agreement between the City of Jackson and JRA and the amendment thereto.

IT IS FURTHER ORDERED that the payment authorized herein shall be funded from the City's 2025 Community Development Block Grant allocation and shall not exceed the sum of $500,000.00.

IT IS FURTHER ORDERED that the payment authorized herein is contingent upon and subject to the requirements of the United States Department of Housing and Urban Development.

President Hartley moved adoption; **Vice President Parkinson** seconded.

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President Hartley recognized **Angela Brown, Director of Planning and Economic Development,** who provided a brief overview of said item.

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Thereafter, **President Hartley** called for a vote on said item:

Yeas – Brown-Thomas, Foote, Hartley and Parkinson.
Nays – None.
Absent – Clay, Grizzell and Stokes.

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President Hartley recognized **Vice President Parkinson** who moved, seconded by **Council Member Brown-Thomas** to reconsider Agenda Item No. 49. The motion prevailed by the following vote:

Yeas – Brown-Thomas, Foote, Hartley and Parkinson.
Nays – None.
Absent – Clay, Grizzell and Stokes.

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After thorough discussion, **President Hartley** recognized **Vice President Parkinson** and **Council Member Brown-Thomas,** who withdrew their motion and second.

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There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Council Meeting at 10:00 a.m. on August 11, 2026. At 10:42 a.m., the Council stood adjourned.

PREPARED BY: **APPROVED:**

_____ _____, _____

CLERK OF COUNCIL **COUNCIL PRESIDENT** **DATE**

_____

MAYOR

ATTEST:

_____

CITY CLERK

* * * * * * * * * * * * * *

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ORDINANCE AMENDING CHAPTER 74 OF THE JACKSON CODE OF ORDINANCES TO ESTABLISH A JACKSON POLICE DEPARTMENT CANINE COMMUNITY AMBASSADOR PROGRAM

WHEREAS, it is the express intent of the Mayor and City Council for the City of Jackson, Mississippi (the "City") and of this Ordinance, to establish a Community Canine Ambassador Program; and,

WHEREAS, Chapter 74 of the Jackson Municipal Code pertains to "Law Enforcement," including special events; and,

WHEREAS, Miss. Code Ann. § 21-21-5 authorizes municipalities to acquire, maintain, and care for law enforcement canines used in the enforcement of the laws of the municipality, and the governing authorities may appropriate and pay monthly such amounts as may be necessary to maintain and care for said law enforcement dogs; and,

WHEREAS, pursuant to § 21-19-1 *et. seq.*, the City Council of the City of Jackson has authority to enact such ordinances for public safety, order, and welfare within municipal boundaries as necessary and in the best interest of the public; and,

WHEREAS, community policing, public education, animal welfare, and responsible pet ownership are recognized municipal purposes; and,

WHEREAS, the City of Jackson Police Department's traditionally-assigned law enforcement canines may remain capable of serving the public by reassignment from specialized detection or patrol assignments to educational and community engagement activities; and,

WHEREAS, it is in the best interest of the City to establish the "Community Ambassador Canine Program" to strengthen relationships between the Jackson Police Department and the public while promoting responsible pet ownership, animal welfare, crime prevention, and public safety education.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT CHAPTER 74, ARTICLE IV OF THE JACKSON MUNICIPAL CODE – COMMUNITY CANINE PROGRAM BE CREATED AND READ AS FOLLOWS:

Section 74-120 Definitions.

A. "Community Ambassador Canine" means a City-owned law enforcement canine assigned to the Jackson Police Department for community engagement duties.

B. "Community engagement duties" include but are not limited to:

(1) educational demonstrations;

(2) school presentations;

(3) community festivals;

(4) neighborhood events;

(5) public safety campaigns;

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8.25.2026
(Brackney, Horhn)

(6) responsible pet ownership education;

(7) fundraising activities authorized by this Article.

C. "Handler" means the certified law enforcement officer or other City employee designated by the Chief of Police to have primary responsibility for the care and control of a Community Ambassador Canine.

D. "Program" means the Community Ambassador Canine Program established by this Article.

Section 74-121 Establishment and Administration.

A. There is hereby created the Jackson Police Department Community Ambassador Canine Program. The purpose of the Program is to:

(1) Promote public trust in law enforcement;

(2) Provide public education regarding animal welfare;

(3) Encourage responsible pet ownership;

(4) Support community policing initiatives;

(5) Assist with lawful fundraising activities supporting the City's animal welfare and public safety initiatives.

B. The Community Ambassador Canine Program will be administered by the Jackson Police Department under the direction of the Chief of Police or his or her designee.

Section 74-122 Eligibility.

A. A canine may be designated as a Community Ambassador Canine when:

(1) The Chief of Police determines when it is in the best interest of the canine and the Department to reassign the canine from its previous specialized assignment, e.g. apprehension, narcotics detection, explosives detection, or patrol duties;

(2) The canine remains medically capable of safely participating in community engagement activities;

(3) The canine remains under the supervision of the Jackson Police Department.

B. The designation constitutes a reassignment of departmental duties and shall not, by itself, constitute retirement from law enforcement service.

Section 74-123 Status.

A. A Community Ambassador Canine:

(1) Remains an active departmental canine;

(2) Remains under the ownership and control of the City;

(3) Remains assigned to the Jackson Police Department;

(4) May continue to wear departmental identification or equipment approved by the Chief.

Section 74-124 Authorized Activities.

A. The Community Ambassador Canine may appear at:

(1) Schools; libraries;
(3) Community centers;
(4) Parks;
(5) Neighborhood meetings;
(6) Public festivals;
(7) City-sponsored events;
(8) Animal adoption events;
(9) Public safety demonstrations;
(10) Charitable events;
(11) Other educational events consistent with the Program.

B. The Chief may prohibit attendance at any event deemed inconsistent with public safety or the City's interests, but no Community Ambassador Canine shall appear at any public or private event unless authorized by the Chief of Police or his or her designee.

C. A Community Ambassador Canine shall not be deployed for law enforcement apprehension, narcotics detection, explosives detection, or any tactical operation unless formally reassigned by the Chief.

Section 74-125 Care and Custody.

A. The Chief shall designate one primary handler.

B. The handler shall be responsible for:
(1) Daily care;
(2) Housing;
(3) Transportation;
(4) Feeding;
(5) Exercise;
(6) Veterinary appointments, preventive care, emergency veterinary treatment, vaccinations, and medical treatment;
(7) Training;
(8) Recordkeeping.

C. The Chief may designate substitute handlers during periods of leave or operational necessity.

Section 74-126 Equipment.

A. The Chief may authorize use of departmental vehicles, kennels, uniforms, leashes, harnesses, insignia, and equipment.

B. The Chief shall determine for the Canine:
(1) Authorized vehicles;
(2) Transport procedures;
(3) Safety requirements;
(4) Whether the canine may ride in marked patrol vehicles or other City vehicles.

Section 74-127 Funding.

A. The Program may be funded through:
   (1) Annual appropriations;
   (2) Existing departmental operating funds;
   (3) Lawfully accepted grants;
   (4) Lawfully accepted gifts;
   (5) Lawfully accepted donations;
   (6) Other lawful municipal funding sources.

Section 74-128 Donations.

A. Donations accepted under this Article shall:
   (1) Be accepted only in a manner prescribed under Federal laws and the laws of the State of Mississippi;
   (2) Be deposited by the Finance Department;
   (3) Shall become municipal funds upon acceptance by the governing authorities;
   (4) Be appropriated only through lawful municipal budgeting procedures;
   (5) Not create any ownership interest or control by any donor.
B. Unless specifically approved by the governing authorities, donations shall not be restricted to a particular canine.
C. Funds shall be administered in accordance with City financial policies.

Section 74-129 Qualified nonprofit partners.

A. The City may enter into agreements and memoranda of understanding with qualified nonprofit organizations supporting animal welfare or public safety.
B. Any agreement shall:
   (1) Identify responsibilities;
   (2) Govern fundraising activities;
   (3) Address insurance;
   (4) Address accounting;
   (5) Comply with all applicable state purchasing laws, municipal purchasing ordinances, and City procurement policies.

Section 74-130 Liability.

A. Participation in the Program shall not waive governmental immunities otherwise available under Mississippi law.
B. Participation in the Program shall be subject to applicable City insurance coverage and Risk Management requirements.
C. Risk Management shall approve any recurring public appearance protocols.
D. The Chief may establish additional safety requirements.

E. Nothing in this Article creates a private right of action against the City.

Section 74-131 Policies.

A. The Jackson Police Department shall adopt written General Orders governing, at minimum:

(1) Selection;
(2) Training;
(3) Transportation;
(4) Public appearances;
(5) Handler responsibilities;
(6) Animal welfare;
(7) Veterinary care;
(8) Retirement;
(9) Recordkeeping;
(10) Emergency incidents.

Section 74-132 Final Retirement.

A. A Community Ambassador Canine shall remain assigned to the Jackson Police Department until the Chief of Police determines the canine has permanently concluded all departmental service.

B. Upon permanent retirement from departmental service, disposition of the canine shall be governed by applicable Mississippi law, including Miss. Code Ann. § 45-3-52.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE

	POINTS	COMMENTS
1.	**Brief Description**	ORDINANCE AMENDING CHAPTER 74 OF THE JACKSON CODE OF ORDINANCES TO ESTABLISH A JACKSON POLICE DEPARTMENT CANINE COMMUNITY AMBASSADOR PROGRAM
2.	**Purpose**	To establish a Community Canine Ambassador Program
3.	**Who will be affected**	Jackson Police Department and citizens of Jackson, Mississippi
4.	**Benefits**	Strengthens relationships between the Jackson Police Department and the community, while promoting responsible pet ownership, animal welfare, crime prevention, and public safety education.
5.	**Schedule (beginning date)**	Upon approval by City Council
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**	
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Strengthens relationships between the Jackson Police Department and the community, while promoting responsible pet ownership, animal welfare, crime prevention, and public safety education.
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____ NABE ____ % WAIVER yes ___ no ___ N/A ____

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDINANCE AMENDING CHAPTER 74 OF THE JACKSON CODE OF ORDINANCES TO ESTABLISH A JACKSON POLICE DEPARTMENT CANINE COMMUNITY AMBASSADOR PROGRAM** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant to the City Attorney*
Chelsea L. Chicosky, *Deputy City Attorney*

Date 3/4/26

JACKSON POLICE DEPARTMENT
Dr. RaShall Brackney, Chief of Police

Memorandum

To: **John Horhn, Mayor**

From: **RaShall Brackney, Chief of Police**

Date: 7.6.2026

Subject: **Retirement and Reassignment of K-9 Angel as JPD Community Ambassador Canine**

The Jackson Police Department is requesting authorization to retire K-9 Angel from active narcotics detection duty and reassign the dog as JPD's community ambassador canine. In this new role, K-9 Angel will serve as the public-facing representative for a JPD community awareness and fundraising campaign supporting animal control education, public safety awareness, and fundraising for the benefit of the JPD Animal Control facility and local shelters that support JPD efforts in safe, humane, and legal control of animal. K-9 Angel will remain the property of the City of Jackson and will continue in the care, custody, and control of JPD staff, who will provide for the dog's medical care, food, and grooming through the K-9 Unit's existing operating budget.

Should you have any questions or concerns, please do not hesitate to contact me.

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ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI PROHIBITING DISRUPTIVE, ABUSIVE, THREATENING, OR PROFANE LANGUAGE AND CONDUCT IN THE COURTROOM, LOBBY AND OTHER PUBLIC AREAS OF THE JACKSON MUNICIPAL COURT FACILITY.

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

WHEREAS, maintaining a safe, orderly, professional and respectful environment within all city facilities is important; and

WHEREAS, members of the public, defendants, witnesses, attorneys, employees, law enforcement officers, and other individuals conducting business at the Municipal Court should be able to do so without threats, intimidation, or harassment; and

WHEREAS, disruptive or threatening conduct may interfere with court proceedings, the performance of official duties, and the ability of citizens to conduct business within the Municipal Court facility; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson to establish standards of conduct that promote safety, order and professionalism within the Jackson Municipal Court facility.

NOW, BE IT ORDAINED, that the Jackson City Council prohibits disruptive, abusive, threatening or profane language and conduct in the courtroom, lobby and other public areas of the Jackson Municipal Court facility.

SO ORDAINED, this the _____ day of August, 2026.

AGENDA ITEM #_____
August 25, 2026
BY: STOKES

7

8

9

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TAFT, STETTINIUS, AND HOLLISTER, LLP IN PLACE OF ICE MILLER STRATEGIES, LLC FOR JARRED LOADHOLT AND MICHAEL STROUD TO CONTINUE TO PROVIDE LOBBYING SERVICES TO THE CITY OF JACKSON

WHEREAS, on February 13, 2024, the City Council authorized the Mayor to enter into a contract with Ice Miller Strategies ("Ice Miller") to provide lobbying services, and a contract was executed on February 21, 2024, through which Ice Miller began to perform certain lobbying services for the City; and

WHEREAS, an extension to the Ice Miller contract was approved on March 18, 2025; and

WHEREAS, in February of 2024, the City entered into a separate contract for Ice Miller to provide certain legal services to the City, specifically to advise about issues concerning the water and sewer stipulated order and related matters, which contract terminated by its own terms in May of 2025; and

WHEREAS, an Amended Contract was approved on December 16, 2025, to among other things, provide that Ice Miller would advise the City about issues concerning the water and sewer stipulated order and related matters, and to extend the period of performance through January 1, 2027; and

WHEREAS, at all times, the City's contract with Ice Miller specified that the City would work with specific professionals Jarred Loadholt and Michael Stroud; and

WHEREAS, on May 31, 2026, the Ice Miller Strategies team moved to Taft Stettinius & Hollister LLP ("Taft"); and

WHEREAS, the City desires to continue its professional relationship with Jarred Loadholt and Michael Stroud, now at Taft; and

WHEREAS, on May 31, 2026, the City terminated the agreement with Ice Miller Strategies to use the same team now located at Taft; and

WHEREAS, Taft is an Ohio-chartered limited liability partnership with an office in Washington D.C.; and

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8.25.2026
(Horhn)

WHEREAS, the parties now desire to formalize their agreement to acknowledge Taft as the contracting party and to amend the previous contract's period of performance, payment terms, and parties to better reflect the nature of the relationship and the needs of the City.

WHEREAS, the essential terms of the Amended Contract are as follows:

- The Taft Firm and its Subcontractor Watkins & Eager, PLLC, will represent the interests of the City in legal, public affairs, legislative and regulatory advocacy, strategic consulting concerning various governmental agencies, quasi-governmental agencies and/or entities, including but not limited the United States Congress and the federal executive branch. The Firm shall communicate directly with the Office of the Mayor and City Council during the term of this Agreement to provide necessary updates and seek approval when needed;

- The term of this Agreement shall commence on June 1, 2026 or the date on which it is executed by the City, whichever is later, and shall expire on May 31, 2027;

- The Taft Firm shall utilize Jarrod Loadholt, Michael Stroud, Joe Heaton, and Meagan Sunn and other staff to perform the services required by this Agreement, as well as working with its subcontractor Watkins & Eager, PLLC;

- Regarding the government relations work, as full and complete compensation for the services to be provided hereunder, inclusive of all fees and expenses associated with the services, with the exception of extraordinary expenses that must be separately authorized and approved by the City in writing, the City of Jackson will pay Taft $17,250.00 (seventeen thousand two hundred fifty dollars and no cents) per month. The City of Jackson will pay the Firm's Subcontractor Watkins & Eager PLLC $7,000.00 (seven thousand dollars and no cents) per month. For legal services, the Taft Firm will charge $580.00 (five hundred eighty dollars and no cents) per hour for any attorney working on this matter. The City of Jackson agrees to an amount not to exceed $345,000.00 (three hundred forty-five thousand dollars and no cents) unless the City and Taft reach a written agreement to adjust the terms;

- The Amended Contract is conditioned upon appropriation of funds by the City Council and the receipt of funds; and

- All previous agreements with Ice Miller LLP and Ice Miller Strategies LLC are rescinded, so that the amended agreement will supersede and cancel any prior agreement between the parties.

- This Agreement constitutes the entire understanding between the parties. No prior oral or written agreements between the parties shall supersede the terms and conditions of this Agreement. This Agreement supersedes and cancels all prior agreements between the parties and shall not be amended, altered or changed except by written agreement signed by both parties.

WHEREAS, the best interests of the City of Jackson would be served by authorizing the Mayor of the City of Jackson to execute this Contract with Taft to provide federal lobbying and

related services to the City, pursuant to the terms and compensation described in this Order and the attached Amended Contract, to terminate on May 31, 2027; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an agreement with Taft, Stettinius & Hollister, LLP to provide federal lobbying and related services to the City of Jackson for a term from June 1, 2026 or the date on which it is executed by the City through May 31, 2027, for compensation not to exceed $345,000.00, which shall include all fees and expenses associated with the services, with the exception of extraordinary expenses, which must be authorized and approved by the City in writing.

Rec. 9/18/26

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TAFT, STETTINIUS, AND HOLLISTER, LLP IN PLACE OF ICE MILLER STRATEGIES, LLC FOR JARRED LOADHOLT AND MICHAEL STROUD TO CONTINUE TO PROVIDE LOBBYING SERVICES TO THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.

Drew Martin

Drew Martin, *City Attorney*

9/18/26

Date

CONTRACTUAL AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AMENDED CONTRACTUAL AGREEMENT FOR PROFESSIONAL SERVICES ("Contract" or "Agreement") is made and entered into this the ___ day of August, 2026, by and between the City of Jackson, Mississippi ("City") and Taft, Stettinius, and Hollister, LLP, ("Firm" or "Taft", 200 Massachusetts Ave. NW, Suite 500, Washington, D.C. 20001) and the Firm's Subcontractor, Watkins & Eager, PLLC, for the performance of professional lobbying and legal services.

RECITALS

WHEREAS, on February 13, 2024, the City Council authorized the Mayor to enter into a contract with Ice Miller Strategies ("Ice Miller") to provide lobbying services, and a contract was executed on February 21, 2024, through which Ice Miller began to perform certain lobbying services for the City; and

WHEREAS, an extension to the Ice Miller contract was approved on March 18, 2025; and

WHEREAS, in February of 2024, the City entered into a separate contract for Ice Miller to provide certain legal services to the City, specifically to advise about issues concerning the water and sewer stipulated order and related matters, which contract terminated by its own terms in May of 2025; and

WHEREAS, an Amended Contract was approved on December 16, 2025, to among other things, provide that Ice Miller would advise the City about issues concerning the water and sewer stipulated order and related matters, and to extend the period of performance through January 1, 2027; and

WHEREAS, at all times, the City's contract with Ice Miller specified that the City would work with specific professionals Jarred Loadholt and Michael Stroud; and

WHEREAS, on May 31, 2026, the Ice Miller Strategies team moved to Taft Stettinius & Hollister LLP ("Taft"); and

WHEREAS, the City desires to continue its professional relationship with Jarred Loadholt and Michael Stroud, now at Taft; and

WHEREAS, on May 31, 2026, the City terminated the agreement with Ice Miller Strategies to use the same team now located at Taft; and

WHEREAS, the parties now desire to formalize their agreement to acknowledge Taft as the contracting party and to amend the previous contract's period of performance, payment terms, and parties to better reflect the nature of the relationship and the needs of the City.

WITNESSETH:

In consideration of the mutual covenants contained herein, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

I. **NO PRIOR AGREEMENTS:** This Agreement constitutes the entire understanding between the parties. No prior oral or written agreements between the parties shall supersede the terms and conditions of this Agreement. This Agreement supersedes and cancels all prior agreements between the parties and shall not be amended, altered or changed except by written agreement signed by both parties.

II. **SCOPE OF SERVICES**: The Firm and its Subcontractor will represent the interest of the City in legal, public affairs, legislative and regulatory advocacy, strategic consulting concerning various governmental agencies, quasi-governmental agencies and/or entities, including but not limited the United States Congress and the federal executive branch. The Firm shall communicate directly with the Office of the Mayor and City Council during the term of this Agreement to provide necessary updates and seek approval when needed.

III. **PERIOD OF PERFORMANCE:** The term of this Agreement shall commence on June 1, 2026 or the date on which it is executed by the City, and shall expire on May 31, 2027.

IV. **COORDINATION OF SERVICES:** The Firm shall coordinate the performance of the services to be provided hereunder as needed through the Office of the Mayor and City Council and consult with them, when necessary, on specific courses of action.

V. **RELATIONSHIP OF PARTIES:** It is expressly understood and agreed that the Firm is an independent contractor and that the purchase of professional services is not based on an employer-employee relationship.

VI. **SPECIFIC PROFESSIONAL**: The Firm shall utilize Jarrod Loadholt, Michael Stroud, Joe Heaton, and Meagan Sunn and other staff to perform the services required by this Agreement.

VII. **PAYMENT TERMS:** Regarding the government relations work, as full and complete compensation for the services to be provided hereunder, inclusive of all fees and expenses associated with the services, with the exception of extraordinary expenses that must be separately authorized and approved by the City in writing, the City of Jackson will pay Taft $17,250.00 (seventeen thousand two hundred fifty dollars and no cents) per month. The City of Jackson will pay the Firm's Subcontractor Watkins & Eager PLLC $7,000.00 (seven thousand dollars and no cents) per month. For legal services, Taft will charge $580.00 (five hundred eighty dollars and no cents) per hour for any attorney working on this matter. The City of Jackson agrees to **an amount not to exceed $.345,000.00 (three hundred forty-five thousand dollars and no cents)** unless the City and Taft reach a written agreement to adjust the terms.

VIII. **APPLICABLE LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Firm shall comply with applicable federal, state and local City of Jackson ordinances, laws and regulations.

IX. **APPROVAL:** It is understood that if this Agreement requires approval by the Governing Authority/City Council and this Agreement is not approved by the Governing Authority/City Council, it is void and no payment shall be made hereunder.

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

XI. **EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual Agreement, the Firm agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.

XII. **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.

XIII. NON-ASSIGNMENT AND SUBCONTRACTING: The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Firm and its Subcontractor, Watkins & Eager, PLLC, specifically named herein. Said Firm and its named Subcontractor, Watkins & Eager, PLLC, understands and agrees that it shall not assign, transfer, delegate or further 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.

XIV. NON-WAIVER OF BREACH: No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.

XV. PUBLIC RECORDS: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

XVI. REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES: The Firm represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Firm represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.

XVII. 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.

XVIII. TERMINATION: Any party may terminate this 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. In the event of such termination, the Firm shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of June 1, 2026.

The City of Jackson, Mississippi	Taft, LLP
By: _____	By: _____
Mayor John Horhn	Jarrod F. Loadholt, Partner

cc: City Attorney
Watkins & Eager PLLC

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED CONTRACT WITH ICE MILLER STRATEGIES, LLC TO CONTINUE TO PROVIDE LOBBYING SERVICES TO THE CITY OF JACKSON.

WHEREAS, on February 13, 2024, the City Council authorized the Mayor to enter into a contract with Ice Miller to provide lobbying services, and a contract was executed on February 21, 2024, through which Ice Miller began to perform certain lobbying services for the City; and

WHEREAS, on March 18, 2025, the City Council authorized the Mayor to extend the lobbying contract with Ice Miller; and

WHEREAS, in February of 2024, the City entered into a separate contract for Ice Miller to provide certain legal services to the City, specifically to advise about issues concerning the water and sewer stipulated order and related matters, which contract terminated by its own terms in May of 2025; and

WHEREAS, the parties now desire to amend the existing contract's period of performance, scope of services, payment terms, and parties to better reflect the nature of the relationship and the needs of the City.

WHEREAS, Ice Miller Strategies, LLC, is an Indiana-chartered limited liability corporation with an office in Washington D.C.; and

WHEREAS, Ice Miller Strategies, LLC is a full-service public affairs firm that provides its clients with public affairs, legislative and regulatory advocacy, legal and strategic consulting; and

WHEREAS, the essential terms of the Amended Contract are as follows:

- The Firm and its Subcontractor Watkins & Eager, PLLC, will represent the interests of the City in legal, public affairs, legislative and regulatory advocacy, strategic consulting concerning various governmental agencies, quasi-governmental agencies and/or entities, including but not limited the United States Congress and the federal executive branch. The Firm shall communicate directly with the Office of the Mayor and City Council during the term of this Agreement to provide necessary updates and seek approval when needed;

- The term of this Agreement shall commence on December 16, 2025 or the date on which it is executed by the City, whichever is later, and shall expire on January 1, 2027;

- The Firm shall utilize Jarrod Loadholt, Michael Stroud, Freedom Smith, and Meagan Sunn and other staff to perform the services required by this Agreement, as well as working with its subcontractor Watkins & Eager, PLLC;

- Regarding the government relations work, as full and complete compensation for the services to be provided hereunder, inclusive of all fees and expenses associated with the services, with the exception of extraordinary expenses that

must be separately authorized and approved by the City in writing, the City of Jackson will pay Ice Miller $16,250.00 (sixteen thousand two hundred fifty dollars and no cents) per month. The City of Jackson will pay the Firm's Subcontractor Watkins & Eager PLLC $5,000.00 (five thousand dollars and no cents) per month. For legal services, Ice Miller LLP will charge $580.00 (five hundred eighty dollars and no cents) per hour for any attorney working on this matter. The City of Jackson agrees to an amount not to exceed $300,000.00 (three hundred thousand dollars and no cents) unless the City and Ice Miller reach a written agreement to adjust the terms;

- The Amended Contract is conditioned upon appropriation of funds by the City Council and the receipt of funds; and

- All previous agreements with Ice Miller are rescinded, so that the amended agreement will supersede and cancel any prior agreement between the parties.

- This Agreement constitutes the entire understanding between the parties. No prior oral or written agreements between the parties shall supersede the terms and conditions of this Agreement. This Agreement supersedes and cancels all prior agreements between the parties and shall not be amended, altered or changed except by written agreement signed by both parties.

WHEREAS, the best interests of the City of Jackson would be served by authorizing the Mayor of the City of Jackson to execute this Amended Contract with Ice Miller Strategies, LLC to provide federal lobbying and related services to the City, pursuant to the terms and compensation described in this Order and the attached Amended Contract, to terminate on January 1, 2027; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an agreement with Ice Miller Strategies, LLC to provide federal lobbying and related services to the City of Jackson for a term from December 16, 2025 or the date on which it is executed by the City through January 1, 2027, for compensation not to exceed $300,000.00, which shall include all fees and expenses associated with the services, with the exception of extraordinary expenses, which must be authorized and approved by the City in writing.

(Horhn)

AMENDED CONTRACTUAL AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AMENDED CONTRACTUAL AGREEMENT FOR PROFESSIONAL SERVICES ("Contract" or "Agreement") is made and entered into this the ____ day of December 2025, by and between the City of Jackson, Mississippi ("City") and Ice Miller Strategies, LLP, ("Firm" or "Ice Miller", 200 Massachusetts Ave. NW, Suite 400, Washington, D.C. 20001) and the Firm's Subcontractor, Watkins & Eager, PLLC, for the performance of professional lobbying and legal services.

RECITALS

WHEREAS, on February 13, 2024, the City Council authorized the Mayor to enter into a contract with Ice Miller to provide lobbying services, and a contract was executed on February 21, 2024, through which Ice Miller began to perform certain lobbying services for the City; and

WHEREAS, on March 18, 2025, the City Council authorized the Mayor to extend the lobbying contract with Ice Miller; and

WHEREAS, in February of 2024, the City entered into a separate contract for Ice Miller to provide certain legal services to the City, specifically to advise about issues concerning the water and sewer stipulated order and related matters, which contract terminated by its own terms in May of 2025; and

WHEREAS, the parties now desire to amend the existing contract's period of performance, payment terms, and parties to better reflect the nature of the relationship and the needs of the City.

WITNESSETH:

In consideration of the mutual covenants contained herein, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

I. **NO PRIOR AGREEMENTS:** This Agreement constitutes the entire understanding between the parties. No prior oral or written agreements between the parties shall supersede the terms and conditions of this Agreement. This Agreement supersedes and cancels all prior agreements between the parties and shall not be amended, altered or changed except by written agreement signed by both parties.

II. **SCOPE OF SERVICES:** The Firm and its Subcontractor will represent the interest of the City in legal, public affairs, legislative and regulatory advocacy, strategic consulting concerning various governmental agencies, quasi-governmental agencies and/or entities, including but not limited the United States Congress and the federal executive branch. The Firm shall communicate directly with the Office of the Mayor and City Council during the term of this Agreement to provide necessary updates and seek approval when needed.

III. **PERIOD OF PERFORMANCE:** The term of this Agreement shall commence on **December 16, 2025** or the date on which it is executed by the City, whichever is later, and shall expire on **January 1, 2027.**

IV. **COORDINATION OF SERVICES:** The Firm shall coordinate the performance of the services to be provided hereunder as needed through the Office of the Mayor and City Council and consult with them, when necessary, on specific courses of action.

V. **RELATIONSHIP OF PARTIES:** It is expressly understood and agreed that the Firm is an independent contractor and that the purchase of professional services is not based on an employer-employee relationship.

VI. **SPECIFIC PROFESSIONAL:** The Firm shall utilize Jarrod Loadholt, Michael Stroud, Freedom Smith, and Meagan Sunn and other staff to perform the services required by this Agreement.

VII. **PAYMENT TERMS:** Regarding the government relations work, as full and complete compensation for the services to be provided hereunder, inclusive of all fees and expenses associated with the services, with the exception of extraordinary expenses that must be separately authorized and approved by the City in writing, the City of Jackson will pay Ice Miller $16,250.00 (sixteen thousand two hundred fifty dollars and no cents) per month. The City of Jackson will pay the Firm's Subcontractor Watkins & Eager PLLC $5,000.00 (five thousand dollars and no cents) per month. For legal services, Ice Miller LLP will charge $580.00 (five hundred eighty dollars and no cents) per hour for any attorney working on this matter. The City of Jackson agrees to **an amount not to exceed $300,000.00 (three hundred thousand dollars and no cents)** unless the City and Ice Miller reach a written agreement to adjust the terms.

VIII. **APPLICABLE LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Firm shall comply with applicable federal, state and local City of Jackson ordinances, laws and regulations.

IX. **APPROVAL**: It is understood that if this Agreement requires approval by the Governing Authority/City Council and this Agreement is not approved by the Governing Authority/City Council, it is void and no payment shall be made hereunder.

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

XI. **EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual Agreement, the Firm agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.

XII. **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.

XIII. **NON-ASSIGNMENT AND SUBCONTRACTING:** The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Firm and its Subcontractor, Watkins & Eager, PLLC, specifically named herein. Said Firm and its named Subcontractor, Watkins & Eager, PLLC, understands and agrees that it shall not assign, transfer, delegate or further 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.

XIV. **NON-WAIVER OF BREACH**: No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.

XV. **PUBLIC RECORDS**: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

XVI. **REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES**: The

Firm represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Firm represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.

XVII. 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.

XVIII. TERMINATION: Any party may terminate this 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. In the event of such termination, the Firm shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of **December , 2025.**

The City of Jackson, Mississippi	Ice Miller Strategies, LLP
By:	By:
Mayor John Horhn	Jarrod F. Loadholt, Partner

cc: City Attorney
Watkins & Eager P.L.L.C.

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 AN AMENDED CONTRACT WITH ICE MILLER STRATEGIES, LLC TO CONTINUE TO PROVIDE LOBBYING SERVICES TO THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.

Drew M. Martin, *City Attorney*

12/10/25
DATE

10

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF DONNELL S. BELL TO THE PLANNING BOARD

WHEREAS, the Mayor recommends that DONNELL S BELL be appointed to serve on the City of Jackson's Planning Board; and

WHEREAS, by ordinance, the Planning Board's composition for the City of Jackson is 15 members; and

WHEREAS, there are two (2) vacancies on the City of Jackson Planning Board, and there are no residents of Ward 5 serving on the City of Jackson Planning Board; and

WHEREAS, the Mayor has reviewed and considered the qualifications of DONNELL S. BELL and believes that the best interest of the City of Jackson would be served by appointing him to serve.

IT IS, THEREFORE ORDERED that the mayor's appointment of DONNELL S. BELL to the Planning Board is confirmed by the council.

IT IS THEREFORE ORDERED that DONNELL S. BELL'S service shall be without compensation, and the term of his appointment will expire four (4) years from the date of confirmation by the governing authorities consistent with the City of Jackson Code of Ordinances.

Agenda Item No.: 10
Date:August 25, 2026
By: Horhn

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 CONFIRMING THE MAYOR'S APPOINTMENT OF SHANTE CROCKETT TO THE PLANNING BOARD** is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure

09/10/20

Sondra Moncure, *Special Assistant* **Date**
Carrie Johnson, *Senior Deputy City Attorney*

DONNELL S. BELL

Candidate for Ward 5 Representative • City of Jackson Planning Board

PROFESSIONAL PROFILE

Retired education, social services, human services, and cultural services professional with nearly 40 years of experience serving individuals, families, students, and communities. Background includes counseling, crisis intervention, community resource referral, academic advising and assessment, training, grant writing, and family support. Longtime Jackson resident and member of the Rolling Hills Neighborhood Association with a strong interest in neighborhood quality of life, responsible development, and constructive public service.

PLANNING BOARD INTEREST

"I am interested in serving on this board to go from discussing and being critical of the issues that our city presents to being a part of the resolution."

PROFESSIONAL EXPERIENCE

Specialist | The Home Depot —Jackson, Mississippi • *Current* • *Part-Time*

Provides customer service and assists customers in identifying products and practical solutions to meet their needs.

Works collaboratively with customers, coworkers, and management in a service-oriented environment.

Education, Social, Human & Cultural Services Professional • *Nearly 40 Years* • *Retired 2022*

Provided guidance counseling, crisis counseling and intervention, community resource referral, academic advisement, assessment, and family support.

Developed experience in training, program support, grant writing, vocational and career counseling, and community outreach.

Worked with diverse populations and individuals facing academic, social, personal, and family challenges.

EDUCATION

Master of Science in Education (MS.Ed.), Guidance and Counseling | Jackson State University • *1989*

Training emphasized crisis counseling and intervention, community resource referral, academic advisement and assessment, training, and grant writing.

Bachelor of Social Work (B.S.W.) | Alcorn State University • *1979*

PROFESSIONAL TRAINING & CERTIFICATIONS

Certified Parent Trainer — Active Parenting of Teens

Certified HIV/AIDS Educator

American Red Cross training/certification

Substance abuse prevention training through the Center for Substance Abuse Prevention (CSAP)

Certified Aggression Manager — Center for Aggression Management

Extensive training in individual, group, and family therapy; academic and vocational/career counseling; and social and personal counseling

COMMUNITY INVOLVEMENT

Member | Rolling Hills Neighborhood Association

Participates in neighborhood and community concerns affecting residents and quality of life in Jackson.

Member | College Hill Missionary Baptist Church

QUALIFICATIONS RELEVANT TO PLANNING BOARD SERVICE

- Nearly four decades of public- and community-service experience
- Community-resource knowledge and referral experience
- Understanding of families, residents, and neighborhood concerns
- Training, communication, and public-service orientation

- Experience working with diverse populations and viewpoints
- Counseling, assessment, and conflict-resolution skills
- Commitment to neighborhood quality of life and responsible development
- Commitment to moving from identifying problems to helping develop solutions

Donnell S. Bell • Ward 5 Planning Board Candidate

11

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF SHANTE CROCKETT TO THE PLANNING BOARD

WHEREAS, the Mayor recommends that SHANTE CROCKETT be appointed to serve on the City of Jackson's Planning Board; and

WHEREAS, by ordinance, the Planning Board composition for the City of Jackson is 15 members; and

WHEREAS, there are two (2) vacancies on the City of Jackson Planning Board, and there are no residents of Ward 5 serving on the City of Jackson Planning Board; and

WHEREAS, the Mayor has reviewed and considered the qualifications of SHANTE CROCKETT and believes that the best interest of the City of Jackson would be served by appointing her to serve.

IT IS, THEREFORE ORDERED that the mayor's appointment of SHANTE CROCKETT to the Planning Board is confirmed by the council.

IT IS THEREFORE ORDERED that SHANTE CROCKETT'S service shall be without compensation, and the term of her appointment will expire four (4) years from the date of confirmation by the governing authorities consistent with the City of Jackson Code of Ordinances.

Agenda Item No.: 11
Date:August 25, 2026
By: Horhn

Office of the City Attorney

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Jackson, Mississippi 39207-2779
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Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF DONNELL S. BELL TO THE PLANNING BOARD** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure 9/19/26

Sondra Moncure, *Special Assistant* **Date**

Carrie Johnson, *Senior Deputy City Attorney*

SHANTE CROCKETT

AREAS OF EXPERTISE

Sales and Marketing	Recruitment
Customer Relations	Management Training
Project Management	Creating and Maintaining Relationships
Administrative Tasks	Clerical Duties

PROFESSIONAL EXPERIENCE

CENTER FOR SOCIAL ENTREPRENEURSHIP – *Jackson, Mississippi* **June 2016 – Present**

Executive Director

- Create strategies to accomplish major goals in business/economic development, housing, education, and community development and engagement
- Recruit, train and develop staff to become maximally effective in service/program delivery
- Manages resources effectively with the aim of exceeding goals and expectations of the Board of Directors
- Communicates effectively with all stakeholders, particularly community constituents, University members, sponsors, donors, and staff
- Provide and/or locates technical assistance for the Center's functional areas
- Explores opportunities to earn program income to aid in accomplishing the CSE's mission and vision.
- Develops and executes strategies to access resources to endure sustainability
- Develops a "Proposal Mill" utilizing community resources
- Refines/defines and helps effectively communicate the community's shared vision and the Center's story to varied stakeholder
- Makes maximum use of resources of JSU and other community stakeholders.

CROCKETT & COMPANY – *Jackson, Mississippi* **July 2005 – Present**

Project/Property Manager

- Perform routine inspections and maintain inventory for real estate owned properties, financial institutions and privately owned
- properties in the state of Mississippi
- Oversee and maintain the property until the unit sells
- Create and implement performance processes and train teams to inspect and provide property preservation services for newly acquired properties
- Acquire, manage, bid and make repairs on REO (real estate owned) properties for investors and financial institutions
- Create advertising and marketing campaigns for newly renovated properties through social media outlets.
- Interpret and communicate real estate documents such as leases, deeds, construction specifications, and solicitation for offers, cost estimates to investors, contractors and individuals buyers
- Manage monthly cash flow; maintain payroll, budgets, bank accounts, expense reports, and prepared book keeping for taxes

SHANTE CROCKETT EVENTS – *Northwest Arkansas* **August 2004 – Present**

Owner/Event Planner

- Conducted research to identify new opportunities for bringing about innovation in events
- Discussed specific requirements and expectations concerning the event with clients
- Managed and developed a strategic plan of action to ensure that the cost of the event remains under the pre-determined budget
- Searched and negotiated suitable venues or locations as per the requirement and budgetary constraints of client
- Carried out all the functions per legal guidelines and regulations
- Worked on determining a suitable layout and theme for the event as per client's specifications
- Facilitated communication with professionals, including venue management, stand designers, caterers, contractors and equipment rentals to ensure efficient running of an event
- Trained new and existing staff prior to the event so that all operations and duties were executed smoothly and as per clients' guidelines

SPRINGDALE PUBLIC SCHOOLS – *Springdale, Arkansas* **August 2010 – June 2011**

Teacher (Part-Time Grant Position)

- Taught English as a second language to Spanish speaking adults for the National Toyota Literacy Program
- Coordinated guest speakers in arranging schedules, accommodations, and overall hospitality accommodations
- Provided instructional and clerical support for classroom, syllabus, papers, tests, attendance records, and final grades

JUNIOR ACHIEVEMENT – *Springdale, Arkansas* **July 2007 – June 2010**

District Director

- Conducted the training and coaching of staff in client relationships and enrollment, sales calls, and product knowledge

- Managed organization's service program and daily operations
- Worked closely with board of directors and carried out policies and programs
- Developed and managed annual budget.
- Taught 16 business education classes (JA Economics for Success) both spring and fall semesters
- Planned, organized and coordinated three annual fundraisers while exceeding every goal
- Recruited, trained and oversaw more than 125 volunteers with 100% retention
- Increased volunteer base by 25% each year
- Increased school partnerships in Benton and Washington counties by 25% in less than two years
- Cultivated and maintained relationships with community partners. (donors, school officials, teachers, students and volunteers)
- Developed new ideas, strategies and concepts for expanding the district

NWA RAPE CRISIS CENTER – *Springdale, Arkansas* **September 1999 – June 2005**

Executive Director

- Supervised organization's service program and daily operations. Worked closely with board of directors and carried out policies
- and programs
- Supervised five full-time employees and 25 volunteer advocates
- Developed programs, solicited funds, recruited board members, and trained staff members. Served as the public relations contact
- Oversaw two annual fundraising events with budget of $225,000
- Prepared federal, state and private grant proposals with 90% of acceptance
- Increased annual budget by 75% in 2004
- Developed and implemented the annual golf tournament as a fundraising event
- Exceeded grant requirements by 50% each year

EDUCATION

University of Arkansas **Fayetteville, AR**
Bachelor of Arts, Sociology

FELLOWSHIPS

Foundation for the MidSouth **(2018-2020)**

Center for Community Progress **(2019-2020)**

VOLUNTEER EXPERIENCE

Jackson State University	Crop Drop Learning Garden	(2018-current) (2020-current)
St. Andrews Parent Association	Member	(2019-current)
Keep Jackson Beautiful	Community Clean-ups Trash Dash	(2018-current)
Junior League of Northwest Arkansas	Northwest Arkansas	(2008-2012)
• New Member	Serve Our Shelters	(2007-2008)
• Advisory Planning Council	Team Member	(2008-2009)
• Activities and Arrangements	Chair	(2009-2010)
• Winter Dreams	Co-Chair	(2010-2011)
• Cookbook	Chair	(2011-2012)
American Cancer Society	Volunteer	(2008-2010)
Delta Sigma Theta Sorority, Inc.	Member	(1996-current)

12

ORDER APPROVING THE CHANGE ORDER FOR SELA AQUATICS, LLC, FOR ADDITIONAL NECESSARY WORK REQUIRED AT THE GROVE PARK POOL IN THE AMOUNT OF $16,591.02

WHEREAS, the City Council approved the bid of SELA Aquatics, LLC for swimming pool repair at the Grove Park pool on February 10, 2026, in the amount of $165,910.23; and,

WHEREAS, it was discovered that additional work and materials were required to complete the project – removing the plaster, tile, and coping in the baby pool and replace with new plaster, tile, and coping, and the inclusion of an additive compound to increase durability and overall lifespan of both the pool and baby pool's plaster; and,

WHEREAS, SELA Aquatics, LLC has submitted Proposal Number 77274, in the amount of $182,501.25, for services rendered to the City, $165,910.23 for the original work and $16,591.02 for the additional required work; and,

WHEREAS, pursuant to Mississippi Code § 31-7-13(g) when a determination has been made that changes to the original contract are necessary or would better serve the purpose of the governing authority, such governing authority may, in its discretion, order such changes pertaining to the construction that are necessary under the circumstances without the necessity of further public bids; provided that such change shall be made in a commercially reasonable manner and shall not be made to circumvent the public purchasing statutes; and,

WHEREAS, the additional work and increase in cost are still the lowest and best price based on the bids received for RFP 91263-111825; see the attached Statement of Votes from the February 10, 2026 meeting of the Jackson City Council, and the Department of Administration and Finance has confirmed the funds in Account Number 223-501.10-6831 are sufficient to pay for the additional work; and,

WHEREAS, the Department of Human and Cultural Services determined that the work to be performed is necessary and beneficial to the City; and,

WHEREAS, the Department of Human and Cultural Services finds that ratifying and approving the payment is in the best interest of the City of Jackson and necessary for the efficient operation of municipal functions.

NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT, the change order of $16,591.02 to SELA Aquatics, LLC for the additional and necessary work to the Grove Park pool is hereby approved, and the Department of Finance and Administration is authorized and directed to process payment in an amount not to exceed $182,501.25 from Account Number 223-501.10-6831.

Agenda Item No. 12
8.25.2026
(Junior, Horhn)

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 APPROVING THE CHANGE ORDER FOR SELA AQUATICS, LLC, FOR ADDITIONAL NECESSARY WORK REQUIRED AT THE GROVE PARK POOL IN THE AMOUNT OF $16,591.02** is legally sufficient for placement in NOVUS Agenda.

Sondra Q. Moncure 3/10/26

Sondra Moncure, *Special Assistant* **Date**

Megan Bennett, *Deputy City Attorney* MB

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

08/18/2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER APPROVING THE CHANGE ORDER FOR SELA AQUATICS, LLC, FOR ADDITIONAL NECESSARY WORK REQUIRED AT THE GROVE PARK POOL IN THE AMOUNT OF $16,591.02
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	Quality of Life Neighborhood Enhancement
3.	**Who will be affected**	Citizens of Jackson
4.	**Benefits**	To enhance enjoyment for the community who uses Grove Park Pools
5.	**Schedule (beginning date)**	Upon Approval by City Council
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 4
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Human & Cultural - Recreation
8.	**COST**	$16,591.02
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Account Number: 223-501.10-6831
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 ___

Revised 2-04

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Name History

Name	Name Type
SELA Aquatics, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1539734
Status:	Good Standing
Effective Date:	04/01/2026
State of Incorporation:	LA
Principal Office Address:	5559 Government St Baton Rougel, LA 70806

Registered Agent

Name
Robert Dowie
510 E Lakeshore Drive, ATTN: SELA AQUATICS
Carriere, MS 39426

Officers & Directors

Name	Title
Rob Dowie 5559 Government St Baton rouge, LA 70806	Pr

West's Annotated Mississippi Code
Title 31. Public Business, Bonds and Obligations
Chapter 7. Public Purchases
in General

Miss. Code Ann. § 31-7-13

§ 31-7-13. Bidding requirements

Effective: July 1, 2025
Currentness

All agencies and governing authorities shall purchase their commodities and printing; contract for garbage collection or disposal; contract for solid waste collection or disposal; contract for sewage collection or disposal; contract for public construction; and contract for rentals as herein provided.

(a) **Bidding procedure for purchases not over $5,000.00.** Purchases which do not involve an expenditure of more than Five Thousand Dollars ($5,000.00), exclusive of freight or shipping charges, may be made without advertising or otherwise requesting competitive bids. However, nothing contained in this paragraph (a) shall be construed to prohibit any agency or governing authority from establishing procedures which require competitive bids on purchases of Five Thousand Dollars ($5,000.00) or less.

(b) **Bidding procedure for purchases over $5,000.00 but not over $75,000.00.** Purchases which involve an expenditure of more than Five Thousand Dollars ($5,000.00) but not more than Seventy-five Thousand Dollars ($75,000.00), exclusive of freight and shipping charges, may be made from the lowest and best bidder without publishing or posting advertisement for bids, provided at least two (2) competitive written bids have been obtained. Any state agency or community or junior college purchasing commodities or procuring construction pursuant to this paragraph (b) may authorize its purchasing agent, or his designee, to accept the lowest competitive written bid under Seventy-five Thousand Dollars ($75,000.00). Any governing authority purchasing commodities pursuant to this paragraph (b) may authorize its purchasing agent, or his designee, with regard to governing authorities other than counties, or its purchase clerk, or his designee, with regard to counties, to accept the lowest and best competitive written bid. Such authorization shall be made in writing by the governing authority and shall be maintained on file in the primary office of the agency and recorded in the official minutes of the governing authority, as appropriate. The purchasing agent or the purchase clerk, or his designee, as the case may be, and not the governing authority, shall be liable for any penalties and/or damages as may be imposed by law for any act or omission of the purchasing agent or purchase clerk, or his designee, constituting a violation of law in accepting any bid without approval by the governing authority. The term "competitive written bid" shall mean a bid submitted on a bid form furnished by the buying agency or governing authority and signed by authorized personnel representing the vendor, or a bid submitted on a vendor's letterhead or identifiable bid form and signed by authorized personnel representing the vendor. "Competitive" shall mean that the bids are developed based upon comparable identification of the needs and are developed independently and without knowledge of other bids or prospective bids. Any bid item for construction in excess of Five Thousand Dollars ($5,000.00) shall be broken down by components to provide detail of component description and pricing. These details shall be submitted with the written bids and become part of the bid evaluation criteria. Bids may be submitted by facsimile, electronic mail or other generally accepted method of information distribution. Bids submitted by electronic transmission shall not require the signature of the vendor's representative unless required by agencies or governing authorities.

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(c) **Bidding procedure for purchases over $75,000.00.**

(i) **Publication requirement.**

1. Purchases which involve an expenditure of more than Seventy-five Thousand Dollars ($75,000.00), exclusive of freight and shipping charges, may be made from the lowest and best bidder after advertising for competitive bids once each week for two (2) consecutive weeks in a regular newspaper published in the county or municipality in which such agency or governing authority is located. However, all American Recovery and Reinvestment Act projects in excess of Twenty-five Thousand Dollars ($25,000.00) shall be bid. All references to American Recovery and Reinvestment Act projects in this section shall not apply to programs identified in Division B of the American Recovery and Reinvestment Act.

2. Reverse auctions shall be the primary method for receiving bids during the bidding process. If a purchasing entity determines that a reverse auction is not in the best interest of the state, then that determination must be approved by the Public Procurement Review Board. The purchasing entity shall submit a detailed explanation of why a reverse auction would not be in the best interest of the state and present an alternative process to be approved by the Public Procurement Review Board. If the Public Procurement Review Board authorizes the purchasing entity to solicit bids with a method other than reverse auction, then the purchasing entity may designate the other methods by which the bids will be received, including, but not limited to, bids sealed in an envelope, bids received electronically in a secure system, or bids received by any other method that promotes open competition and has been approved by the Office of Purchasing and Travel. However, reverse auction shall not be used for any public contract for design, construction, improvement, repair or remodeling of any public facilities, including the purchase of materials, supplies, equipment or goods for same and including buildings, roads and bridges. The Public Procurement Review Board must approve any contract entered into by alternative process. The provisions of this item 2 shall not apply to the individual state institutions of higher learning. The provisions of this item 2 requiring reverse auction as the primary method of receiving bids shall not apply to term contract purchases as provided in paragraph (n) of this section; however, a purchasing entity may, in its discretion, utilize reverse auction for such purchases. The provisions of this item 2 shall not apply to individual public schools, including public charter schools and public school districts, only when purchasing copyrighted educational supplemental materials and software as a service product. For such purchases, a local school board may authorize a purchasing entity in its jurisdiction to use a Request for Qualifications which promotes open competition and meets the requirements of the Office of Purchasing and Travel.

3. The date as published for the bid opening shall not be less than seven (7) working days after the last published notice; however, if the purchase involves a construction project in which the estimated cost is in excess of Seventy-five Thousand Dollars ($75,000.00), such bids shall not be opened in less than fifteen (15) working days after the last notice is published and the notice for the purchase of such construction shall be published once each week for two (2) consecutive weeks. The notice of intention to let contracts or purchase equipment shall state the time and place at which bids shall be received, list the contracts to be made or types of equipment or supplies to be purchased, and, if all plans and/or specifications are not published, refer to the plans and/or specifications on file. If there is no newspaper published in the county or municipality, then such notice shall be given by posting same at the courthouse, or for municipalities at the city hall, and at two (2) other public places in the county or municipality, and also by publication once each week for two (2) consecutive weeks in some newspaper having a general circulation in the county or municipality in the above-provided manner. On the same date that the notice is submitted to the newspaper for publication, the agency or governing authority involved shall mail written notice to, or provide electronic notification to the main office of the Mississippi Procurement Technical Assistance Program under the Mississippi Development Authority that contains the same information as that in the published notice. Within one (1) working day of the contract award, the agency or governing authority shall post

to the designated web page maintained by the Department of Finance and Administration, notice of the award, including the award recipient, the contract amount, and a brief summary of the contract in accordance with rules promulgated by the department. Within one (1) working day of the contract execution, the agency or governing authority shall post to the designated web page maintained by the Department of Finance and Administration a summary of the executed contract and make a copy of the appropriately redacted contract documents available for linking to the designated web page in accordance with the rules promulgated by the department. The information provided by the agency or governing authority shall be posted to the web page until the project is completed.

4. Agencies and governing authorities using federal funds for the procurement of any good or service, including exempt personal and professional services, must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards--Subpart D--Post Federal Award Requirements Procurement Standards, in accordance with 2 CFR 200.317 through 2 CFR 200.327.

(ii) **Bidding process amendment procedure.** If all plans and/or specifications are published in the notification, then the plans and/or specifications may not be amended. If all plans and/or specifications are not published in the notification, then amendments to the plans/specifications, bid opening date, bid opening time and place may be made, provided that the agency or governing authority maintains a list of all prospective bidders who are known to have received a copy of the bid documents and all such prospective bidders are sent copies of all amendments. This notification of amendments may be made via mail, facsimile, electronic mail or other generally accepted method of information distribution. No addendum to bid specifications may be issued within two (2) working days of the time established for the receipt of bids unless such addendum also amends the bid opening to a date not less than five (5) working days after the date of the addendum.

(iii) **Filing requirement.** In all cases involving governing authorities, before the notice shall be published or posted, the plans or specifications for the construction or equipment being sought shall be filed with the clerk of the board of the governing authority. In addition to these requirements, a bid file shall be established which shall indicate those vendors to whom such solicitations and specifications were issued, and such file shall also contain such information as is pertinent to the bid.

(iv) **Specification restrictions.**

1. Specifications pertinent to such bidding shall be written so as not to exclude comparable equipment of domestic manufacture. However, if valid justification is presented, the Department of Finance and Administration or the board of a governing authority may approve a request for specific equipment necessary to perform a specific job. Further, such justification, when placed on the minutes of the board of a governing authority, may serve as authority for that governing authority to write specifications to require a specific item of equipment needed to perform a specific job. In addition to these requirements, from and after July 1, 1990, vendors of relocatable classrooms and the specifications for the purchase of such relocatable classrooms published by local school boards shall meet all pertinent regulations of the State Board of Education, including prior approval of such bid by the State Department of Education.

2. Specifications for construction projects may include an allowance for commodities, equipment, furniture, construction materials or systems in which prospective bidders are instructed to include in their bids specified amounts for such items so long as the allowance items are acquired by the vendor in a commercially reasonable manner and approved by the agency/governing authority. Such acquisitions shall not be made to circumvent the public purchasing laws.

(v) **Electronic bids.** Agencies and governing authorities shall provide a secure electronic interactive system for the submittal of bids requiring competitive bidding that shall be an additional bidding option for those bidders who choose to submit their bids electronically. The Department of Finance and Administration shall provide, by regulation, the standards that agencies must follow when receiving electronic bids. Agencies and governing authorities shall make the appropriate provisions necessary to accept electronic bids from those bidders who choose to submit their bids electronically for all purchases requiring competitive bidding under this section. Any special condition or requirement for the electronic bid submission shall be specified in the advertisement for bids required by this section. Agencies or governing authorities that are currently without available high speed Internet access shall be exempt from the requirement of this subparagraph (v) until such time that high speed Internet access becomes available. Any county having a population of less than twenty thousand (20,000) shall be exempt from the provisions of this subparagraph (v). Any municipality having a population of less than ten thousand (10,000) shall be exempt from the provisions of this subparagraph (v). The provisions of this subparagraph (v) shall not require any bidder to submit bids electronically. When construction bids are submitted electronically, the requirement for including a certificate of responsibility, or a statement that the bid enclosed does not exceed Fifty Thousand Dollars ($50,000.00), on the exterior of the bid envelope as indicated in Section 31-3-21(1) and (2) shall be deemed in compliance with by including same as an attachment with the electronic bid submittal.

(d) **Lowest and best bid decision procedure.**

(i) **Decision procedure.** Purchases may be made from the lowest and best bidder. In determining the lowest and best bid, freight and shipping charges shall be included. Life-cycle costing, total cost bids, warranties, guaranteed buy-back provisions and other relevant provisions may be included in the best bid calculation. All best bid procedures for state agencies must be in compliance with regulations established by the Department of Finance and Administration. If any governing authority accepts a bid other than the lowest bid actually submitted, it shall place on its minutes detailed calculations and narrative summary showing that the accepted bid was determined to be the lowest and best bid, including the dollar amount of the accepted bid and the dollar amount of the lowest bid. No agency or governing authority shall accept a bid based on items not included in the specifications.

(ii) **Decision procedure for Certified Purchasing Offices.** In addition to the decision procedure set forth in subparagraph (i) of this paragraph (d), Certified Purchasing Offices may also use the following procedure: Purchases may be made from the bidder offering the best value. In determining the best value bid, freight and shipping charges shall be included. Life-cycle costing, total cost bids, warranties, guaranteed buy-back provisions, documented previous experience, training costs and other relevant provisions, including, but not limited to, a bidder having a local office and inventory located within the jurisdiction of the governing authority, may be included in the best value calculation. This provision shall authorize Certified Purchasing Offices to utilize a Request For Proposals (RFP) process when purchasing commodities. All best value procedures for state agencies must be in compliance with regulations established by the Department of Finance and Administration. No agency or governing authority shall accept a bid based on items or criteria not included in the specifications.

(iii) **Decision procedure for Prequalified Construction.** In addition to the decision procedure set forth in subparagraph (i) of this paragraph (d), where purchase involves renovation, restoration, or both, of the State Capitol Building or any other historical building designated for at least five (5) years as a Mississippi Landmark by the Board of Trustees of the Department of Archives and History under the authority of Sections 39-7-7 and 39-7-11, or for any other construction procurement with a minimum construction cost of Ten Million Dollars ($10,000,000.00) where the agency or governing authority has determined that prequalification of bidders is in the best interest of the state, the agency or governing authority may use the following procedure: Purchases may be made from the lowest and best prequalified bidder. Solicitation of the prequalification of bidders shall be in accordance with paragraph (c) of this section and shall be determined not less than

fifteen (15) working days before the prequalified bidders are invited to submit bids. Prequalification criteria shall be limited to bidder's and proposed sub-contractor's knowledge and experience on projects of similar size and scope, past performance, project management team and financial stability. All best bid and prequalification procedures for state agencies must be in compliance with regulations established by the Department of Finance and Administration. If any governing authority accepts a bid other than the lowest bid actually submitted, it shall place on its minutes detailed calculations and narrative summary showing that the accepted bid was determined to be the lowest and best bid, including the dollar amount of the accepted bid and the dollar amount of the lowest bid. No agency or governing authority shall accept a bid based on items not included in the specifications.

(iv) **Construction project negotiations authority.** If the lowest and best bid is not more than ten percent (10%) above the amount of funds allocated for a public construction or renovation project, then the agency or governing authority shall be permitted to negotiate with the lowest bidder in order to enter into a contract for an amount not to exceed the funds allocated.

(e) **Lease-purchase authorization.** For the purposes of this section, the term "equipment" shall mean equipment, furniture and, if applicable, associated software and other applicable direct costs associated with the acquisition. Any lease-purchase of equipment which an agency is not required to lease-purchase under the master lease-purchase program pursuant to Section 31-7-10 and any lease-purchase of equipment which a governing authority elects to lease-purchase may be acquired by a lease-purchase agreement under this paragraph (e). Lease-purchase financing may also be obtained from the vendor or from a third-party source after having solicited and obtained at least two (2) written competitive bids, as defined in paragraph (b) of this section, for such financing without advertising for such bids. Solicitation for the bids for financing may occur before or after acceptance of bids for the purchase of such equipment or, where no such bids for purchase are required, at any time before the purchase thereof. No such lease-purchase agreement shall be for an annual rate of interest which is greater than the overall maximum interest rate to maturity on general obligation indebtedness permitted under Section 75-17-101, and the term of such lease-purchase agreement shall not exceed the useful life of equipment covered thereby as determined according to the upper limit of the asset depreciation range (ADR) guidelines for the Class Life Asset Depreciation Range System established by the Internal Revenue Service pursuant to the United States Internal Revenue Code and regulations thereunder as in effect on December 31, 1980, or comparable depreciation guidelines with respect to any equipment not covered by ADR guidelines. Any lease-purchase agreement entered into pursuant to this paragraph (e) may contain any of the terms and conditions which a master lease-purchase agreement may contain under the provisions of Section 31-7-10(5), and shall contain an annual allocation dependency clause substantially similar to that set forth in Section 31-7-10(8). Each agency or governing authority entering into a lease-purchase transaction pursuant to this paragraph (e) shall maintain with respect to each such lease-purchase transaction the same information as required to be maintained by the Department of Finance and Administration pursuant to Section 31-7-10(13). However, nothing contained in this section shall be construed to permit agencies to acquire items of equipment with a total acquisition cost in the aggregate of less than Ten Thousand Dollars ($10,000.00) by a single lease-purchase transaction. All equipment, and the purchase thereof by any lessor, acquired by lease-purchase under this paragraph and all lease-purchase payments with respect thereto shall be exempt from all Mississippi sales, use and ad valorem taxes. Interest paid on any lease-purchase agreement under this section shall be exempt from State of Mississippi income taxation.

(f) **Alternate bid authorization.** When necessary to ensure ready availability of commodities for public works and the timely completion of public projects, no more than two (2) alternate bids may be accepted by a governing authority for commodities. No purchases may be made through use of such alternate bids procedure unless the lowest and best bidder cannot deliver the commodities contained in his bid. In that event, purchases of such commodities may be made from one (1) of the bidders whose bid was accepted as an alternate.

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(g) **Construction contract change authorization.** In the event a determination is made by an agency or governing authority after a construction contract is let that changes or modifications to the original contract are necessary or would better serve the purpose of the agency or the governing authority, such agency or governing authority may, in its discretion, order such changes pertaining to the construction that are necessary under the circumstances without the necessity of further public bids; provided that such changes shall be made in a commercially reasonable manner and shall not be made to circumvent the public purchasing statutes. In addition to any other authorized person, the architect or engineer hired by an agency or governing authority with respect to any public construction contract shall have the authority, when granted by an agency or governing authority, to authorize changes or modifications to the original contract without the necessity of prior approval of the agency or governing authority when any such change or modification is less than one percent (1%) of the total contract amount. The agency or governing authority may limit the number, manner or frequency of such emergency changes or modifications.

(h) **Petroleum purchase alternative.** In addition to other methods of purchasing authorized in this chapter, when any agency or governing authority shall have a need for gas, diesel fuel, oils and/or other petroleum products in excess of the amount set forth in paragraph (a) of this section, such agency or governing authority may purchase the commodity after having solicited and obtained at least two (2) competitive written bids, as defined in paragraph (b) of this section. If two (2) competitive written bids are not obtained, the entity shall comply with the procedures set forth in paragraph (c) of this section. In the event any agency or governing authority shall have advertised for bids for the purchase of gas, diesel fuel, oils and other petroleum products and coal and no acceptable bids can be obtained, such agency or governing authority is authorized and directed to enter into any negotiations necessary to secure the lowest and best contract available for the purchase of such commodities.

(i) **Road construction petroleum products price adjustment clause authorization.** Any agency or governing authority authorized to enter into contracts for the construction, maintenance, surfacing or repair of highways, roads or streets, may include in its bid proposal and contract documents a price adjustment clause with relation to the cost to the contractor, including taxes, based upon an industry-wide cost index, of petroleum products including asphalt used in the performance or execution of the contract or in the production or manufacture of materials for use in such performance. Such industry-wide index shall be established and published monthly by the Mississippi Department of Transportation with a copy thereof to be mailed, upon request, to the clerks of the governing authority of each municipality and the clerks of each board of supervisors throughout the state. The price adjustment clause shall be based on the cost of such petroleum products only and shall not include any additional profit or overhead as part of the adjustment. The bid proposals or document contract shall contain the basis and methods of adjusting unit prices for the change in the cost of such petroleum products.

(j) **State agency emergency purchase procedure.** If the governing board or the executive head, or his designees, of any agency of the state shall determine that an emergency exists in regard to the purchase of any commodities or repair contracts, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interests of the state, then the head of such agency, or his designees, shall file with the Department of Finance and Administration (i) a statement explaining the conditions and circumstances of the emergency, which shall include a detailed description of the events leading up to the situation and the negative impact to the entity if the purchase is made following the statutory requirements set forth in paragraph (a), (b) or (c) of this section, and (ii) a certified copy of the appropriate minutes of the board of such agency requesting the emergency purchase, if applicable. Upon receipt of the statement and applicable board certification, the State Fiscal Officer, or his designees, may, in writing, authorize the purchase or repair without having to comply with competitive bidding requirements.

If the governing board or the executive head, or his designees, of any agency determines that an emergency exists in regard to the purchase of any commodities or repair contracts, so that the delay incident to giving opportunity for competitive bidding would threaten the health or safety of any person, or the preservation or protection of property, then the provisions in this section for competitive bidding shall not apply, and any officer or agent of the agency having general or specific authority for making

the purchase or repair contract shall approve the bill presented for payment, and he shall certify in writing from whom the purchase was made, or with whom the repair contract was made.

Total purchases made under this paragraph (j) shall only be for the purpose of meeting needs created by the emergency situation. Following the emergency purchase, documentation of the purchase, including a description of the commodity purchased, the purchase price thereof and the nature of the emergency shall be filed with the Department of Finance and Administration. Any contract awarded pursuant to this paragraph (j) shall not exceed a term of one (1) year.

Purchases under the grant program established under Section 37-68-7 in response to COVID-19 and the directive that school districts create a distance learning plan and fulfill technology needs expeditiously shall be deemed an emergency purchase for purposes of this paragraph (j).

(k) **Governing authority emergency purchase procedure.** If the governing authority, or the governing authority acting through its designee, shall determine that an emergency exists in regard to the purchase of any commodities or repair contracts, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the governing authority, then the provisions herein for competitive bidding shall not apply and any officer or agent of such governing authority having general or special authority therefor in making such purchase or repair shall approve the bill presented therefor, and he shall certify in writing thereon from whom such purchase was made, or with whom such a repair contract was made. At the board meeting next following the emergency purchase or repair contract, documentation of the purchase or repair contract, including a description of the commodity purchased, the price thereof and the nature of the emergency shall be presented to the board and shall be placed on the minutes of the board of such governing authority. Purchases under the grant program established under Section 37-68-7 in response to COVID-19 and the directive that school districts create a distance learning plan and fulfill technology needs expeditiously shall be deemed an emergency purchase for purposes of this paragraph (k).

(l) **Hospital purchase, lease-purchase and lease authorization.**

(i) The commissioners or board of trustees of any public hospital may contract with such lowest and best bidder for the purchase or lease-purchase of any commodity under a contract of purchase or lease-purchase agreement whose obligatory payment terms do not exceed five (5) years.

(ii) In addition to the authority granted in subparagraph (i) of this paragraph (l), the commissioners or board of trustees is authorized to enter into contracts for the lease of equipment or services, or both, which it considers necessary for the proper care of patients if, in its opinion, it is not financially feasible to purchase the necessary equipment or services. Any such contract for the lease of equipment or services executed by the commissioners or board shall not exceed a maximum of five (5) years' duration and shall include a cancellation clause based on unavailability of funds. If such cancellation clause is exercised, there shall be no further liability on the part of the lessee. Any such contract for the lease of equipment or services executed on behalf of the commissioners or board that complies with the provisions of this subparagraph (ii) shall be excepted from the bid requirements set forth in this section.

(m) **Exceptions from bidding requirements.** Excepted from bid requirements are:

(i) **Purchasing agreements approved by department.** Purchasing agreements, contracts and maximum price regulations executed or approved by the Department of Finance and Administration.

SELA AQUATICS

SELA Aquatics, LLC
5559 Government St
Baton Rouge, LA 70806
www.selaaquatics.com
LA Gen Contract #: 77274

Proposal for Repairs & Replacements

City of Jackson, MS

Date: 3/3/26
Expiration Date: *4/1/26*
Total: $ $182,501.25

GROVE PARK REPLASTER

Activity	Description	QTY	Unit Price	Amount
Bottom Line Tiles	Tiles for bottom of pool when replastering - includes demo (parts and labor)	1	$4,544.00	$4,544.00
Waterline Tiles	Tiles around pool waterline - includes demo (parts and labor)	1	$7,100.00	$7,100.00
Coping	Based on a perimeter of 250ft and a 12" x 24" x 1-3/4" oyster bullnose front coping	1	$14,771.10	$14,771.10
Skimmers	New skimmer install	1	$3,312.50	$3,312.50
Pool Replaster w/Chip	Full chip/removal of old plaster down to the gunite	1	$21,862.50	$21,862.50
Pool Replaster w/Chip	Pool replaster	1	$43,725.00	$43,725.00
Drain Covers	12" x 12" square main drain covers	1	$285.59	$285.59
LED Lights w/ Replaster Job	6 new LED lights (labor included)	1	$9,540.00	$9,540.00
Depth Markers	12 individual locations indicating depth	1	$219.78	$219.78
No Dive Tiles	12 tiles to be installed next to depth markers	1	$205.47	$205.47
Rope Eyes	4 rope hooks	1	$265.00	$265.00
Safety Rope Float Kit		1	$79.29	$79.29
Poolsure Repairs	Replace Pump and Filtration System, includes pumps, filters, and above ground plumbing. Inspection needed for electrical. Electrical is excluded.	1	$60,000.00	$60,000.00
	Sub-Total:	**$165,910.23**		

Change Orders				
Baby Pool Full Replaster	Remove plaster, tile, and coping and replace with new plaster, tile, and coping -requested and approved by Steve.	1	$10,000.00	$10,000.00
Quartz Aggregate	Additive compound to increase durability and overall lifespan of both the pool and baby pool's plaster - requested and approved by Steve	1	$6,591.02	$6,591.02
	Sub-Total:	**$16,591.02**		

Payment Schedule

Timeline	Amount
Staging Fee	$45,500.00
Full chip and removal of old plaster complete	$40,000.00
Tile and coping work complete	$40,000.00
Pump and filter work complete	$40,000.00
Project completed	$17,001.25

SELA Aquatics is not responsible for the balancing of water chemistry or performing a start-up for the water in the pool, unless SELA already serves as the chemical and maintenance provider for the customer.

Prior to the installation of new pool plaster, it is recommended that all old plaster is removed from your pool. Leaving old layers of plaster results in poor bonding and delamination of the new product. Additionally, the customer acknowledges that the finished pool may not be uniform in color due to the natural composition of pool plaster materials. Inherent characteristics of pool plaster material, which are not considered defects and SELA Aquatics will not be held responsible for them. Examples be expected are discoloration, crazing, and a certain degree of cracking.

SELA Aquatics reserves the right to stop work, at any time, as the result of past due payments. In the event that work is stopped, the contract shall be paid in full before work continues. Stopped work in lieu of late payments does not constitute grounds for any breach of contracts brought against contractor. Owner shall be resposible for attorney fees and legal interest if action is instituted by contractor.

Owner is responsible for giving contractor access to the pool site. If access is given from any neighboring lots, the owner shall provide the contractor with written permission for access.

Warranty:
Contractor shall offer a SELA Warranty Package which consists of a Manufacturer Warranty (plaster product) and Pool Finish Warranty (craftsmanship). For white marble dust plaster the SELA Warranty Package includes a 1-Year Manufacturer warranty and a 1-Year Pool Finish warranty. For quartz aggregate plaster the SELA Warranty Package includes a 1-Year Manufacturer warranty and a 3-Year Pool Finish warranty. The Pool Finish Warranty is void if a full chip down to the gunite is not completed before the addition of new plaster. Both warranties are void if proper water treatment is not maintained, routine chemical balancing is not maintained, and/or standard "off-season" winterization procedures are not followed. Owner must notify contractor within the warranty period given in this contract of defects. Damage is excluded from any/all warrantees.

In the event of deteriorated conditions of the site or cave-ins due to unforeseen soil conditions, or other issues under the deck, the owner agrees to cover additional costs incurred by the contractor.

Contractor is not liable for damages to driveway should any occur.

SELA Aquatics is not responsible for re-routing any underground lines, such as but not limited to: gas, sewer, water, electrical, septic tanks, etc.

	Owner/Representative	**SELA Aquatics**
Signature:	_____	_____
Date:	_____	_____

ORDER AUTHORIZING THE BID OF SELA AQUATICS, LLC FOR THE SWIMMING POOL SERVICES OF GROVE PARK FOR CITY OF JACKSON, PARKS & RECREATION DEPARTMENT (RFP NO. 91263-111825).

WHEREAS, on November 18, 2025, three (3) bids for swimming pool repair for the Grove Park pool were received and opened in accordance with Mississippi Code §31-7-13; and

WHEREAS, three bids were received:

1. Sela Aquatics, LLC submitted a bid of $165,910.23, including materials.
2. USA Construction, LLC submitted a bid of $238,760.00, including materials.
3. AquaTech Pools and Spas submitted a bid of $236,276.25, including materials.

WHEREAS, the Department of Parks & Recreation has reviewed all bids submitted and recommends that the governing authorities deem the bid submitted by Sela Aquatics, LLC, with a principal place of business at 5559 Government Street, Baton Rouge, Louisiana, received November 18, 2025, as the lowest and best bid received.

IT IS HEREBY ORDERED that the bid of Sela Aquatics, LLC, received November 18, 2025, at a total cost of $165,910.23, including materials, be accepted as the lowest and best bid received, it being determined that said bid met the specifications.

IT IS FURTHER ORDERED that the Mayor is authorized to enter into a contract for said pool services, and payment for swimming pool services is to be made from the General Fund.

Council Member Hartley moved adoption; **Council Member Stokes** seconded.

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson 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 February 10, 2026. 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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A SECOND ADDENDUM TO THE LEASE AGREEMENT WITH 1-55 MANAGEMENT T, LLC TO EXTEND THE LEASE FOR THE JACKSON POLICE DEPARTMENT'S PRECINCT FOUR

WHEREAS, on August 27, 2024 the City of Jackson Police Department (JPD) entered into a lease with I-55 Management T, LLC for the lease of approximately 8,311 square feet of space located at 5465 I-55 North, Suite 105, Jackson, Mississippi 39206 for JPD's Precinct Four; and,

WHEREAS, on March 03, 2025, the parties executed an Addendum to Lease Agreement which, among other things, provided for the reimbursement of certain improvement costs; and,

WHEREAS, the parties mutually desire to further amend the Lease to extend the primary term, and to modify the rent schedule; and,

WHEREAS, the terms of the Second Addendum are as follows:

1. Extend the Term, set forth in Section 2 of the Original Lease, as amended by the Second Addendum and currently set to expire on August 31, 2026, by sixteen (16) months. The new expiration date of the primary term of the Lease shall be **December 31, 2027**; and,

2. To clarify all amounts due, the parties agree that the monthly Base Rent (from the Original Lease) and the Improvement Reimbursement (from the First Addendum, in the total amount of $117,776.18) shall, to the extent not already paid, be paid in accordance with the following schedule. This schedule supersedes and replaces any and all prior payment language or schedules set forth in Section 3(E) of the Original Lease and/or Section 2 of the First Addendum. The "Improvement Reimbursement" payments shall be deemed "additional rent." As shown in this schedule, Base Rent, which escalated by 3% on September 01, 2025, shall increase by 3% on January 01, 2027 and shall be paid in accordance with the following schedule:

Date Range	Base Rent	Improvement Reimbursement	Total Monthly Rent
April 2026	$4,738.00	$3,505.24	**$8,243.24**
May 2026	$4,738.00	$3,505.24	**$8,243.24**
June 2026	$4,738.00	$3,505.24	**$8,243.24**
July 2026	$4,738.00	$3,505.24	**$8,243.24**
August 2026	$4,738.00	$3,505.24	**$8,243.24**
September 20206	$4,738.00	$3,505.24	**$8,243.24**
October 2026	$4,738.00	$3,505.24	**$8,243.24**

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(Brackney, Horhn)

November 2026	$4,738.00	$3,505.24	**$8,243.24**
December 2026	$4,738.00	$3,505.24	**$8,243.24**
January 2027 (3% Base Rent	$4,880.14	$3,505.24	**$8,385.38**
February 2027	$4,880.14	$3,505.24	**$8,385.38**
March 2027	$4,880.14	$3,505.24	**$8,385.38**
April 2027	$4,880.14	$3,505.24	**$8,385.38**
May 2027	$4,880.14	$3,505.24	**$8,385.38**
June 2027	$4,880.14	$3,505.24	**$8,385.38**
July 2027	$4,880.14	$3,505.24	**$8,385.38**
August 2027	$4,880.14	$3,505.24	**$8,385.38**
September 2027	$4,880.14	$3,505.24	**$8,385.38**
October 2027	$4,880.14	$3,505.24	**$8,385.38**
November 2027	$4,880.14	$3,505.24	**$8,385.38**
December 2027	$4,880.14	$3,505.24	**$8,385.38**

Tenant shall remit one-half (1/2) of the "Total Monthly Rent" to I-55 Management, LLC and one-half (1/2) to I-55 Management T, LLC, as provided in the Original Lease; and,

3. The City shall retain its three (3) existing one-year renewal options as described in Section 7 of the Original Lease. Said options may be exercised for terms commencing after the expiration of the new extended primary term (i.e., after December 31, 2027). The exercise of these options shall remain subject to all terms and conditions set forth in Section 7 of the Original Lease; and,

4. The City's agreement to extend the Lease term constitutes Tenant's acceptance of the Premises in its current "as-is" condition;

and,

WHEREAS, except as expressly modified by this Second Addendum, all other terms, conditions, and covenants of the Lease Agreement and the First Addendum shall remain in full force and effect and are hereby ratified and confirmed by the parties.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute the Second Addendum to the Lease Agreement with I-55 Management T, LLC, extending the primary term of the Lease by sixteen (16) months through December 31, 2027, in accordance with the payment schedule set forth in the Second Addendum.

IT IS FURTHER ORDERED, that the Jackson Police Department is authorized and directed to make payments in accordance with the terms of the Second Addendum.

Agenda Item:_____
Date:_____
By: Brackney, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE July 29, 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Order authorizing the Mayor to execute a third addendum to the lease agreement with I-55 Management LLC to extend the lease for the Jackson Police Department's Precinct Four
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	Crime Prevention, Quality of Life, Changes in City Government
3.	**Who will be affected?**	Jackson Police Department
4.	**Benefits**	Precinct Location.
5.	**Schedule (beginning date)**	Upon Council Approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 2
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Jackson Police Department
8.	**COST**	$125,780.7
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	N/A
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 ____

RaShall Brackney, Ph.D.
Chief of Police
Jackson Police Department
Leadership • Integrity • Accountability

MEMORANDUM COP# 37-2026

To: John Hohm
Mayor

From: RaShall Brackney, Ph.D.
Chief of Police

Date: July 21, 2026

Re: Precinct Four Leasing Agreement Addendum (Third)

I am requesting approval of the Third Amendment to the lease agreement with I-55 Management T, LLC at the next City Council meeting.

The Jackson Police Department leases office space at 5465 I-55 North, Suite 105, for Precinct Four. As outlined in the attached amendment, the Third Amendment extends the primary lease term through December 31, 2027. The amendment also includes an updated rental payment schedule and provides for the amortization of the interior improvement costs that the City of Jackson previously agreed to reimburse.

RaShall Brackney, Ph.D.
Chief of Police

CC: file
Attachments

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A SECOND ADDENDUM TO THE LEASE AGREEMENT WITH 1-55 MANAGEMENT T, LLC TO EXTEND THE LEASE FOR THE JACKSON POLICE DEPARTMENT'S PRECINCT FOUR** is legally sufficient for placement in NOVUS Agenda.

8/4/26

Drew Martin, *City Attorney* **Date**

~~Chelsea Chicosky~~, *Deputy City Attorney* 8/3/26

SECOND ADDENDUM TO LEASE AGREEMENT

This Second Addendum to Lease Agreement (**"Second Addendum"**) is made and entered into as of this ___ day of _____, 2026, by and among I-55 Management, LLC, a Mississippi limited liability company, and I-55 Management T, LLC, a Mississippi limited liability company (collectively, **"Landlord"**), and the City of Jackson, Mississippi (**"Tenant"**).

W I T N E S S E T H:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated August 27, 2024 (**"Original Lease"**), for the lease of approximately 8,311 square feet of space located at 5465 I-55 North, Suite 105, Jackson, Mississippi 39206 (**"Premises"**);

WHEREAS, Landlord and Tenant previously entered into that certain Addendum to Lease Agreement dated March 3, 2025 (**"First Addendum"**), which, among other things, provided for the reimbursement of certain improvement costs;

WHEREAS, the Original Lease and the First Addendum are collectively referred to herein as the **"Lease"**; and

WHEREAS, Landlord and Tenant mutually desire to further amend the Lease to extend the primary term and modify the rent schedule.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree to amend the Lease as follows:

1. **Extension of Primary Term.** The primary term of the Lease, as set forth in Section 2 of the Original Lease and currently set to expire on August 31, 2026, is hereby extended by sixteen (16) calendar months. The new expiration date of the primary term of the Lease shall be **December 31, 2027**.

2. **Total Monthly Payments.** In order to clarify all amounts due, the parties agree that the monthly Base Rent (from the Original Lease) and the Improvement Reimbursement (from the First Addendum, in the total amount of $117,776.18) shall, to the extent not already paid, be paid in accordance with the following schedule. This schedule supersedes and replaces any and all prior payment language or schedules set forth in Section 3(E) of the Original Lease and/or Section 2 of the First Addendum. The "Improvement Reimbursement" payments shall be deemed "additional rent." As shown in this schedule, Base Rent, which escalated by 3% on September 1, 2025, shall increase by 3% on January 1, 2027.

Date Range	Base Rent	Improvement Reimbursement	Total Monthly Rent
April 2026	$4,738.00	$3,505.24	**$8,243.24**
May 2026	$4,738.00	$3,505.24	**$8,243.24**
June 2026	$4,738.00	$3,505.24	**$8,243.24**
July 2026	$4,738.00	$3,505.24	**$8,243.24**
August 2026	$4,738.00	$3,505.24	**$8,243.24**
September 20206	$4,738.00	$3,505.24	**$8,243.24**
October 2026	$4,738.00	$3,505.24	**$8,243.24**
November 2026	$4,738.00	$3,505.24	**$8,243.24**
December 2026	$4,738.00	$3,505.24	**$8,243.24**
January 2027 (3% Base Rent increase)	$4,880.14	$3,505.24	**$8,385.38**
February 2027	$4,880.14	$3,505.24	**$8,385.38**
March 2027	$4,880.14	$3,505.24	**$8,385.38**
April 2027	$4,880.14	$3,505.24	**$8,385.38**
May 2027	$4,880.14	$3,505.24	**$8,385.38**
June 2027	$4,880.14	$3,505.24	**$8,385.38**
July 2027	$4,880.14	$3,505.24	**$8,385.38**
August 2027	$4,880.14	$3,505.24	**$8,385.38**
September 2027	$4,880.14	$3,505.24	**$8,385.38**
October2027	$4,880.14	$3,505.24	**$8,385.38**
November 2027	$4,880.14	$3,505.24	**$8,385.38**
December 2027	$4,880.14	$3,505.24	**$8,385.38**

Tenant shall remit one-half (1/2) of the "Total Monthly Rent" to I-55 Management, LLC and one-half (1/2) to I-55 Management T, LLC, as provided in the Original Lease.

3. **Renewal Options.** Tenant shall retain its three (3) existing one-year renewal options as described in Section 7 of the Original Lease. Said options may be exercised for terms commencing after the expiration of the new extended primary term (i.e., after December 31, 2027). The exercise of these options shall remain subject to all terms and conditions set forth in Section 7 of the Original Lease.

4. **"As-Is" Condition.** Tenant's agreement to extend the Lease term constitutes Tenant's acceptance of the Premises in its current "as-is" condition.

5. **City Approval.** This Second Addendum shall be subject to the review and approval of the governing authorities for the City of Jackson, as stipulated in Section 49 of the Original Lease.

6. **Ratification.** Except as expressly modified by this Second Addendum, all other terms, conditions, and covenants of the Lease Agreement and the First Addendum shall remain in full force and effect and are hereby ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties have executed this Second Addendum as of the day and year first above written.

TENANT:

CITY OF JACKSON, MISSISSIPPI

By:_____

Name:_____

Title:_____

LANDLORD:

I-55 MANAGEMENT, LLC

By:_____
Lynda Ann Costas, Manager

I-55 MANAGEMENT T, LLC

By:_____
Grant Monroe, Manager

92 PCT 4 I-55 NORTH

Compounding Period: Monthly

Nominal Annual Rate: 8.500%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	09/01/2024	103,378.32	1		
2	Payment	09/01/2024	4,600.00	12	Monthly	08/01/2025
3	Payment	09/01/2025	4,738.00	12	Monthly	08/01/2026

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	09/01/2024				103,378.32
1	09/01/2024	4,600.00	0.00	4,600.00	98,778.32
2024 Totals		**4,600.00**	**0.00**	**4,600.00**	
2	10/01/2024	4,600.00	699.68	3,900.32	94,878.00
3	11/01/2024	4,600.00	672.05	3,927.95	90,950.05
4	12/01/2024	4,600.00	644.23	3,955.77	86,994.28
5	01/01/2025	4,600.00	616.21	3,983.79	83,010.49
6	02/01/2025	4,600.00	587.99	4,012.01	78,998.48
7	03/01/2025	4,600.00	559.57	4,040.43	74,958.05
8	04/01/2025	4,600.00	530.95	4,069.05	70,889.00
9	05/01/2025	4,600.00	502.13	4,097.87	66,791.13
10	06/01/2025	4,600.00	473.10	4,126.90	62,664.23
11	07/01/2025	4,600.00	443.87	4,156.13	58,508.10
12	08/01/2025	4,600.00	414.43	4,185.57	54,322.53
13	09/01/2025	4,738.00	384.78	4,353.22	49,969.31
2025 Totals		**55,338.00**	**6,528.99**	**48,809.01**	
14	10/01/2025	4,738.00	353.95	4,384.05	45,585.26
15	11/01/2025	4,738.00	322.90	4,415.10	41,170.16
16	12/01/2025	4,738.00	291.62	4,446.38	36,723.78
17	01/01/2026	4,738.00	260.13	4,477.87	32,245.91
18	02/01/2026	4,738.00	228.41	4,509.59	27,736.32
19	03/01/2026	4,738.00	196.47	4,541.53	23,194.79
20	04/01/2026	4,738.00	164.30	4,573.70	18,621.09
21	05/01/2026	4,738.00	131.90	4,606.10	14,014.99
22	06/01/2026	4,738.00	99.27	4,638.73	9,376.26
23	07/01/2026	4,738.00	66.42	4,671.58	4,704.68

92 PCT 4 I-55 NORTH

	Date	Payment	Interest	Principal	Balance
24	08/01/2026	4,738.00	33.32	4,704.68	0.00
2026 Totals		**52,118.00**	**2,148.69**	**49,969.31**	
Grand Totals		**112,056.00**	**8,677.68**	**103,378.32**	

ANNUAL PERCENTAGE RATE	**FINANCE CHARGE**	**Amount Financed**	**Total of Payments**
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
8.500%	**$8,677.68**	**$103,378.32**	**$112,056.00**

ORDER AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH I-55 MANAGEMENT, LLC AND I-55 MANAGEMENT T, LLC TO PROVIDE OFFICE SPACE FOR THE JACKSON POLICE DEPARTMENT, PRECINCT FOUR'S OPERATIONS.

WHEREAS, the Jackson Police Department, Precinct Four, is currently housed in the Colonial Mart Shopping Center, 5080 Parkway Drive, Jackson, MS 39211; and

WHEREAS, Precinct Four's current office space is in a state of disrepair, and Precinct Four requires an alternate location; and

WHEREAS, the Jackson Police Department ("Tenant") recommends to the governing authorities for the City of Jackson that the Mayor be authorized to execute a lease with I-55 Management LLC, with its principal office at 1200 Meadowbrook Road #17, Jackson, MS 39211 and I-55 Management T, LLC, with its principal address at 4785 Old Canton Road, Jackson, MS 39211, ("Landlord") to relocate Precinct Four to 5469 I-55 North Frontage Road, Jackson, MS 39206; and

WHEREAS, the Jackson Police Department proposes that the City enter into a 24-month lease, with three one-year options to renew, subject to the prior approval of the governing authority for the City of Jackson; and

WHEREAS, Tenant must exercise its renewal option by providing written notice to Landlord of Tenant's intention to renew at least six months prior to the expiration of the original lease term. Monthly rent during the option renewal period shall be fair market value rent. Fair market value rent shall be the greater of (a) the monthly rent for the immediately preceding term, or (b) the Fair Market Rental Value; and

WHEREAS, base rent will be $4,600.00 per month for the first 12 full calendar months and $4,738.00 for the second 12 full calendar months; and

WHEREAS, after Landlord has secured quotes from contractors and vendors for the improvements listed on Exhibit C-1, Tenant shall approve or reject such quotes. When Tenant has approved quotes and Landlord has completed the work, Tenant shall reimburse Landlord for the cost of such work in equal monthly payments over the remaining initial term of this Lease or, if the lease terminates for any reason prior to expiration of the initial term, then in a lump sum upon termination. Tenant acknowledges that Landlord may perform some of the work listed on Exhibit C-1 prior to the commencement of the Lease or prior to securing quotes for all of the work listed on Exhibit C-1; and

WHEREAS, the City of Jackson will reimburse the Landlord for the cost of construction throughout the lease, which will also be included in the base rent, but JPD will bring the cost of improvements back before this council for approval since, at this time, JPD does not have the exact cost of improvements; and

WHEREAS, in an effort to cut down the cost for improvement, the Department of Care and Maintenance will perform the work in Exhibit C-2 for the benefit of the City of Jackson; and

WHEREAS, Landlord shall notify Tenant once Landlord's Work is completed. Tenant reserves the right to inspect the Premises within fifteen (15) days) after Landlord's Work is

completed. If Tenant identifies any material defects in Landlord's work, then Tenant shall have the right to notify Landlord of such material defects within ten (10) days after the inspection. If Tenant timely notifies Landlord of such defects and Landlord fails to cure the defects within sixty (60) days after Landlord's receipt of notice, then Tenant shall have the right to terminate the Lease; and

WHEREAS, the Landlord will timely pay all taxes, assessments, obligations, levies, fees, charges, costs, expenses, and other obligations assessed against the Landlord or any of the Landlord's property. The Tenant shall not be responsible for any taxes levied against the Landlord's property, including any special assessments levied against the Landlord's property; however, the Tenant shall not encourage any legislative or tax-setting authority to authorize or assess or levy any special assessments affecting the Premises; and

WHEREAS, Tenant will separately meter and pay the cost of all utilities including electricity, gas, telephone, water, sewer and trash collection and any other utilities supplied to the Leased Premises which accrue with respect to any period after Landlord's tender of possession. If Tenant does not pay the same, Landlord is authorized (but not required) to pay the same and to add the amounts so paid to the rent due under this Lease. Landlord shall not be liable for the failure or interruption of such services to the Premises, or for any loss or damage resulting from an interruption of services; and

WHEREAS, to ensure timely payment of rent and additional rent, Landlord must register as a vendor with the City of Jackson and on the Tenant's Vendor Self Service (VSS) platform and complete the required W-9 Form and Direct Deposit (ACH) Form with Tenant's VSS application. Itemized invoices must reflect the cost of rent and the additional rent, i.e., the Unamortized Landlord Construction Costs and must be submitted by email to the Jackson Police Department and more specifically to Cleopatra Norris at cnorris@city.jackson.ms.us and Captain Michael Outland at moutland@city.jackson.ms.us for payment no later than on or before the fifteenth (15th) day of each month; and

WHEREAS, Landlord shall have the right to transfer and assign in whole or in part, by operation of law or otherwise, its rights and obligations hereunder whenever Landlord, in its sole judgment, deems it appropriate with forty-five (45) days' notice to Tenant. However, Tenant shall have the right to terminate said Lease before the expiration of the forty-five (45) days' notice, but, with reasonable business judgment on behalf of the Tenant but without any liability to Tenant; and

WHEREAS, should the Premises be damaged or destroyed by any casualty covered by insurance policies, Landlord shall, except as otherwise provided herein, and only to the extent it recovers proceeds from such insurance, repair and/or rebuild the same with reasonable diligence. Such obligation is subject to the written consent of Landlord's mortgagee(s) who have a prior right to such insurance proceeds. Landlord shall not be obligated to repair or replace Leasehold Improvements or Tenant's personal property, unless damages was caused by an act or omission of the Landlord; and

WHEREAS if the Premises is totally damaged or rendered wholly untenable by fire or other casualty, or if substantial casualty loss occurs during the last twelve (12) months of the term

of the Lease, Landlord or Tenant shall have the option to terminate this Lease upon written notice without further obligation to each other. Tenant agrees that it shall have no interest in any amounts paid by an insurance company to Landlord due to fire or other casualty loss. The rentals payable by Tenant and Tenant's other payment obligations under any provisions of this Lease shall be abated by the proportion that any damage to or destruction of the Premises, which renders that portion of the Premises unfit for operation, bears to the entire Premises; and

WHEREAS, in the event the premises is damaged for more than thirty (30) consecutive days or more, and makes it impossible to run a precinct, the Tenant shall have the right to terminate said agreement without penalty or liability and shall pay Landlord the proportion of the Unamortized Landlord Construction Costs up to the day of any damage to or destruction of the Premises, which renders that portion of the Premises unfit for operation; and

WHEREAS, if: (a) the Landlord fails to comply with any term, provision, condition, or covenant of this Agreement; (b) the Landlord fails to make repairs and/or maintain the Premises as set forth in this Agreement; (c) any petition is filed by or against the Landlord under any section or chapter of the Federal Bankruptcy Act , as amended , or under any similar law or statute of the United States or any state thereof; (d) the Landlord becomes insolvent or makes a transfer in fraud of creditors; (e) the Landlord makes an assignment for the benefit of creditors; (f) a receiver is appointed for the Landlord or any of the assets of the Landlord; or (g) any event that would constitute a default under Section 23 of the Agreement, then in any of such events, the Landlord shall be in default and the Tenant shall have the option to do any one or more of the following: (i) enter the Premises either with or without process of law and to expel, remove all personal property and terminate this Agreement ; (ii) the right to repair said Premises and offset the cost by reducing the amount of rent due to Landlord; or (iii) any remedy available to Landlord under Section 23 and 24 of the Agreement; and

WHEREAS, Tenant, upon paying the rents herein reserved and performing and observing all of the other terms, covenants and conditions of this Lease on Tenant's part to be performed and observed, shall peaceably and quietly have, hold and enjoy the Leased Premises during the Term, subject, nevertheless, to the terms of this Lease and to any mortgages, ground or underlying Leases, agreements and encumbrances to which this Lease is subordinate and to all applicable zoning rules and regulations; and

WHEREAS, it is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Lease is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Lease are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall, upon ten (10) working days written notice to the Landlord to terminate this Lease; and

WHEREAS, it is understood that if this Lease requires approval by the Governing Authority/City Council and this Lease is not approved by the Governing Authority/City Council, it is terminated. In the event the Lease is terminated, Tenant shall pay the Monthly Rental due

through the date of termination along with the Unamortized Landlord Construction Costs to Landlord as of the date of termination; and

WHEREAS, notwithstanding anything else in this Lease Tenant, at its option, may terminate this Lease on sixty (60) days' notice given within one hundred eighty (180) days after the occurrence of any of the following:
(i) The Leased Premises and/or building in which the Leased Premises are located shall be materially damaged or destroyed as a result of any occurrence which is not covered by Landlord's insurance; or
(ii) More than 50% of the area of the Leased Premises shall be destroyed; or
(iii) Any or all of Leased Premises are damaged to such an extent that, in the sole judgment of Landlord, cannot be operated as an economically viable unit.
Tenant shall pay to Landlord the Monthly Rental due through the date of termination, including the payment for legal services incurred by Landlord as determined by a court of competent jurisdiction.

IT IS THEREFORE ORDERED, that the Mayor is authorized to execute a lease and related documents with I-55 Management LLC and I-55 Management T, LLC, to relocate Precinct Four to 5469 I-55 North Frontage Road, Jackson, MS 39206.

IT IS FURTHER ORDERED, that the Jackson Police Department shall make rental payments as outlined in this order and the lease agreement.

Vice President Grizzell moved adoption; **Council Member Banks** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, 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 August 27, 2024. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

ADDENDUM TO LEASE AGREEMENT

This Addendum to the August 27, 2024 Lease is entered into effective as of this 3rd day of March, 2025, by and among I-55 Management, LLC, a Mississippi limited liability company, and I-55 Management T, LLC, a Mississippi limited liability company (collectively "**Landlord**"), with its principal office at 4785 Old Canton Road, Jackson, MS 39211 and the City of Jackson, Mississippi ("**Tenant**"). The terms "Landlord" and "Tenant" shall include, whenever the context admits or requires, singular or plural, the heirs, legal representatives, successors and assigns of the respective parties, as expressly authorized by law.

1. INITIAL BUILDING/PREMISES IMPROVEMENTS.

Landlord shall install improvements to the Premises which are requested by Tenant and approved by Landlord (collectively, the "**IMPROVEMENTS**") attached hereto as **Exhibit A.** The construction of the Improvements shall be undertaken and overseen by Landlord which have been approved by Landlord and, to the extent applicable to the Premises, by Tenant, with such approval to not have been unreasonably withheld, conditioned or delayed and otherwise in accordance with the terms and conditions of this Lease. Landlord shall pay in an amount not to exceed $150,000.00 for the construction of the Improvements. The total cost of the Improvements shall be reimbursed to the Landlord across the term of the lease.

2. COST OF IMPROVEMENTS

The City of Jackson requires all recipients of public funds to submit invoices electronically throughout the term of the Lease Agreement. Invoice the monthly payment of the cost of Improvements shall be submitted immediately upon execution of this Addendum and shall be paid within forty-five (45) days of receipt. All invoices for the cost of Improvements shall be submitted thereafter shall be paid by Tenant on or before the fifteenth (15th) day of each month, without offset or deduction.

Tenant shall pay the cost of Improvements to the Landlord in monthly installments commencing on the execution of this Addendum and continuing on the fifteenth (15th) day of each month during the term of the Lease Agreement. No delay in the completion of the Improvements or in the delivery of the Premises to Tenant hereunder shall allow either Landlord or Tenant to terminate or otherwise limit its respective obligations under this Lease, and both Landlord and Tenant agree to cooperate with one another in order to complete the Improvements and to otherwise deliver and accept the Premises in accordance with this Lease.

2. ADDITIONS, ALTERATIONS AND RESTORATION:

(A) Landlord shall, at Landlord's expense, make the following repairs and/or improvements to the Premises, "**Improvements**"):

(1) Paint the interior of the office area.

(2) Pressure wash exterior concrete arches and other surfaces where needed.

(3) Mark as "reserved" the twenty (22) parking spaces north of the entrance to the Premises and four (4) at the area of the gate.

(4) Install Tenant's Sign, as defined below, on the pylon sign in the parking lot.

(5) Remove the existing chain link fence from the north and west sides of the paved area in front of the Premises. Landlord shall not remove the chain link fence used by Northern Tool on the east side the paved area in front of the Premises.

(6) The Improvement in accordance with the **Exhibit A** annexed hereto and made a part hereof.

(B) Landlord shall notify Tenant once an improvement is completed. Tenant reserves the right to inspect the Premises within fifteen (15) days) after an improvement is completed. If Tenant identifies any material defects in Landlord's work, then Tenant shall have the right to notify Landlord of such material defects within ten (10) days after the inspection. If Tenant timely notifies Landlord of such defects and Landlord fails to cure the defects within sixty (60) days after Landlord's receipt of notice, then Tenant shall have the right to terminate the Lease so long as (a) Tenant exercises its termination right within fifteen (15) days after the sixty (60) day deadline, and (b) Tenant repays to Landlord all of the cost of Improvements as set forth in Exhibit A, on or before the date that Tenant elects to terminate the Lease. If Tenant fails to timely exercise its right to terminate the Lease or fails to timely repay to Landlord all of the cost of Improvements required in the foregoing sentence, then the Lease shall remain in full force and effect, and Tenant shall be deemed to have waived its right to terminate the Lease, and the Term shall commence.

IN WITNESS WHEREOF, the parties have executed this instrument for the purpose expressed the day and year written above.

LANDLORD:

I-55 Management, LLC

By: _____
Lynda Ann Costas, Manager

I-55 Management T, LLC

By: _____
Grant Monroe, Manager

TENANT:

City of Jackson

By: _____

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO THE LEASE AGREEMENT WITH I-55 MANAGEMENT, LLC AND I-55 MANAGEMENT T, LLC TO COVER THE COST OF IMPROVEMENTS TO THE FACILITY FOR THE JACKSON POLICE DEPARTMENT, PRECINCT FOUR'S OPERATIONS.

WHEREAS, on August 27, 2024, the Mayor executed a lease with I-55 Management LLC, with its principal office at 1200 Meadowbrook Road #17, Jackson, MS 39211, and I-55 Management T, LLC, with its principal address at 4785 Old Canton Road, Jackson, MS 39211, (collectively "Landlord") to make improvements at 5469 I-55 North Frontage Road, Jackson, MS 39206 for the benefit of the Jackson Police Department: and

WHEREAS, the Jackson Police Department (Tenant) proposes to enter into an addendum to the Lease Agreement to improve the subject premises, as follows:

(1) Paint the interior of the office area.

(2) Pressure wash exterior concrete arches and other surfaces where needed.

(3) Mark as "reserved" the twenty (22) parking spaces north of the entrance to the Premises and four (4) at the area of the gate.

(4) Install Tenant's Sign, as defined below, on the pylon sign in the parking lot.

(5) Remove the existing chain link fence from the north and west sides of the paved area in front of the Premises. Landlord shall not remove the chain link fence used by Northern Tool on the east side the paved area in front of the Premises.

(6) The Improvement in accordance with the **Exhibit A** annexed hereto and made a part hereof.

WHEREAS, the City of Jackson requires all recipients of public funds to submit invoices electronically throughout the term of the Lease Agreement. Invoice the monthly payment of the cost of Improvements shall be submitted immediately upon execution of this Addendum and shall be paid within forty-five (45) days of receipt. All invoices for the cost of Improvements shall be submitted thereafter shall be paid by Tenant on or before the fifteenth (15th) day of each month, without offset or deduction.

WHEREAS, Tenant shall pay the cost of Improvements to the Landlord in monthly installments commencing on the execution of this Addendum and continuing on the fifteenth (15th)

WHEREAS the Landlord shall notify Tenant once an improvement is completed. Tenant reserves the right to inspect the Premises within fifteen (15) days) after an improvement is completed. If Tenant identifies any material defects in Landlord's work, then Tenant shall have the right to notify Landlord of such material defects within ten (10) days after the inspection. If Tenant timely notifies Landlord of such defects and Landlord fails to cure the defects within sixty (60) days after Landlord's receipt of notice, then Tenant shall have the right to terminate the Lease

so long as (a) Tenant exercises its termination right within fifteen (15) days after the sixty (60) day deadline, and (b) Tenant repays to Landlord all of the cost of Improvements as set forth in Exhibit A, on or before the date that Tenant elects to terminate the Lease. If Tenant fails to timely exercise its right to terminate the Lease or fails to timely repay to Landlord all of the cost of Improvements required in the foregoing sentence, then the Lease shall remain in full force and effect, and Tenant shall be deemed to have waived its right to terminate the Lease, and the Term shall commence; and

WHEREAS, Landlord shall pay in an amount not to exceed $150,000.00 for the construction of the Improvements. The total cost of the Improvements shall be reimbursed to the Landlord across the term of the lease.

IT IS THEREFORE ORDERED, that the Mayor is authorized to execute the Addendum to the Lease Agreement I-55 Management LLC and I-55 Management T, LLC, to make improvements at 5469 I-55 North Frontage Road, Jackson, MS 39206 for the benefit of the Jackson Police Department.

IT IS FURTHER ORDERED, that the Jackson Police Department shall pay in an amount not to exceed $150,000.00 for the construction of the Improvements. The total cost of the Improvements shall be reimbursed to the Landlord across the term of the lease.

Council Member Banks moved adoption; **Council Member Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley, and Lindsay
Nays – None.
Absent – Stokes.

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 February 25, 2025. 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.

Exhibit A

Cost of Selected Quotes

Contractors/Vendors	Cost	
Jefcoat Fence Company, Inc.	$1,836.00	
Franklin Paving	$3,352.00	
Security & Integrated Systems Support, Inc.	$13,473.30	
Chico Leal	$8,460.00	
Doron Development Corp Inc.	$63,354.88	<--- Includes 9% of J.L. Roberts quote as fee for being general contractor ($60,811.88 + ($27,300 × 0.09 × 1.035) =
J.L. Roberts Mechanical	$27,300.00	
Total	**$117,776.18**	

LEASE AGREEMENT

This Lease is entered into effective as of this 31 day of August, 2024, by and among I-55 Management, LLC, a Mississippi limited liability company, and I-55 Management T, LLC, a Mississippi limited liability company (collectively "**Landlord**"), with its principal office at 4785 Old Canton Road, Jackson, MS 39211 and the City of Jackson, Mississippi ("**Tenant**"). The terms "Landlord" and "Tenant" shall include, whenever the context admits or requires, singular or plural, the heirs, legal representatives, successors and assigns of the respective parties, as expressly authorized by law.

In consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Landlord and Tenant hereby mutually agree that the Landlord shall lease the Premises, as defined below, to the Tenant on the terms provided herein.

1. **PREMISES:** Subject to and in accordance with the provisions hereof, Landlord leases to Tenant and Tenant leases from Landlord the Premises as designated on Exhibit A as 8,311 square feet, more or less, hereinafter referred to as the "**Premises**", with an address of 5465 I-55 North, Suite 105, Jackson, County of Hinds, State of Mississippi. In Consideration of the following covenants, Landlord leases to Tenant and Tenant takes and hires from Landlord the Premises. Tenant further acknowledges that it accepts the Premises in its "as is" condition.

2. **TERM:** The term of this Lease shall begin on September 1, 2024, and shall end on August 31, 2026, with three one-year options to renew, subject to the prior approval of the governing authority for the City of Jackson. Tenant shall have an option to renew, as described in Section 7 below.

3. **BASE RENT:** The City of Jackson requires all recipients of public funds to submit invoices electronically throughout the term of any Agreement. Invoice for the initial payment of Base Rent shall be submitted immediately upon Tenant's occupancy of the Premises and shall be paid within forty-five (45) days of receipt. All invoices for Base Rent payments submitted thereafter shall be paid by Tenant on or before the fifteenth (15th) day of each month, without offset or deduction.

Tenant shall pay Base Rent to Landlord in monthly installments commencing on or before the forty-fifth (45th) day after Commencement Date and continuing on the fifteenth (15th) day of each month during the Term, provided that if the Premises are not prepared for full occupancy on or before the Commencement Date, the corresponding monthly payments of Base Rent shall be prorated based on the amount of Rentable Area of Premises available for occupancy per calendar month until such time as Tenant is fully occupying the Premises. All invoices for Base Rent payments submitted thereafter shall be paid by Tenant on or before the fifteenth (15th) day of each

month, with prior notice (invoice) or prior demand.. The improvements listed on Exhibit C-1 shall, subject to Section 3(E) below, be completed by the Landlord after Tenant begins paying Base Rent.

The rent under this Lease shall be payable, without any counterclaim, set-off, deduction or defense, as follows:

(A) Base rent will be $4,600.00 per month for the first 12 full calendar months.

(B) Base Rent in each successive year will increase by three percent (3%) of the rental amount paid during the preceding calendar year, as listed below:

Sept. 1, 2024 – Aug. 31, 2025	$4,600.00
Sept. 1, 2025 – Aug. 31, 2026	$4,738.00

(C) If the first or last day of any period described in paragraphs (A) through (E) of this Section 3 is other than the first day of a calendar month, then the rental amounts set forth above will be prorated based on the number of days in the calendar month containing such day.

(D) If payments of an invoice is not made with within forty-five (45) days after receipt, inspection, and approval by Tenant of the invoice, the Tenant shall be liable to the Landlord, in additional to the amount of the invoice, for interest at a rate of one and one half percent (1 ½%) per month or portion thereof of the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor. The Landlord reserves the right to waive additional rent. All late charges shall be deemed due as "additional rent".

(E) After Landlord has secured quotes from contractors and vendors for the improvements listed on Exhibit C-1, Tenant shall approve or reject such quotes. When Tenant has approved quotes and Landlord has completed the work, Tenant shall reimburse Landlord fot he cost of such work in equal monthly payments over the remaining initial term of this Lease or, if the lease terminates for any reason prior to expiration of the initial term, then in a lump sum upon termination. Tenant acknowledges that Landlord may perform some of the work listed on Exhibit C-1 prior to the commencement of the Lease or prior to securing quotes for all of the work listed on Exhibit C-1.

4. **ACCESS PRIOR TO COMMENCEMENT DATE.** Tenant shall have the right to enter the Premises after the mutual execution of this Lease and prior to September 1, 2024. Such early access to the Premises by Tenant shall be solely for the purpose of making the Tenant Improvements, as defined below in Exhibit C-2 , installing Tenant's cabling, furniture, fixtures, and equipment in the Premises.

5. **ADDITIONAL RENT:** Wherever it is provided in this Lease that Tenant is required to make any payment to Landlord, or any other entity, such payment shall be deemed to be additional rent, and all remedies applicable to the non-payment of rent shall be applicable thereto. Notwithstanding the foregoing, such additional rent shall not be deemed to be monthly rent payable pursuant to Section 3.

6. **SECURITY DEPOSIT:** None.

7. **OPTION TO RENEW:** Tenant shall have three one-year options to renew the lease upon the expiration of the initial two-year term lease.. Tenant must exercise its renewal option by providing written notice to Landlord of Tenant's intention to renew at least six months prior to the expiration of the original lease term. Monthly rent pursuant to Section 3 during the option renewal period shall be fair market value rent. Fair market value rent shall be the greater of (a) the monthly rent pursuant to Section 3 for the immediately preceding term, or (b) the Fair Market Rental Value. As used herein, the term "Fair Market Rental Value" shall mean the fair market rental value of the Premises at the beginning of the renewal term, determined as provided in this Section 7.

Within ten (10) days of delivery by Tenant to Landlord of a written renewal notice, Landlord shall provide to Tenant Landlord's reasonable written estimate of the Fair Market Rental Value of the Premises and within ten (10) days thereafter, Landlord and Tenant shall use reasonable efforts (in accordance with the procedure set forth herein) to agree upon the Fair Market Rental Value of the Premises.

Fair Market Rental Value shall be determined based on the fair market rental value for comparable retail space in the Jackson, Mississippi metropolitan area, taking into account the size, age, location and other considerations appropriate for determining fair market rental value.

If Landlord and Tenant are unable to agree upon the Fair Market Rental Value of the Premises within such above-stated period, then within ten (10) days of the expiration of such period, this lease will automatically be terminated without notice or penalty to either party.

8. **INTEREST ON PAST DUE OBLIGATIONS:** Any amount due from Tenant to Landlord other than the monthly Base Rent pursuant to Section 3 of this Lease, which is not paid within fifteenth (15th) day of each month during the Term, shall bear interest of 1 ½% per month, as provided in Section 31-7-305(3) of the Mississippi Code.

9. **PAYMENT OF TAXES:** The Landlord will timely pay all taxes, assessments, obligations, levies, fees, charges, costs, expenses, and other obligations assessed against the Landlord or any of the Landlord's property. The Tenant shall not be responsible for any taxes levied against the Landlord's property, including any special assessments levied against the

Landlord's property; however, the Tenant shall not encourage any legislative or tax-setting authority to authorize or assess or levy any special assessments affecting the Premises.

10. **SIGNAGE AND WINDOW COVERING:**

(A) Unless directed otherwise by Landlord, all signs placed in or on the Premises shall be removed by Tenant at termination of the Lease. All identification signs or signage displayed on the exterior or interior of the building by Tenant must have prior written approval of the Landlord. All signage will be maintained in good condition by Tenant. Any window coverings and treatments, other than blinds, shall be the responsibility of the Tenant and shall be approved in writing by Landlord before installation.

(B) Tenant shall, at Tenant's expense, purchase a sign ("**Tenant's Sign**") to be installed, as provided in Section 15 below, on the existing pylon. Tenant and Landlord shall cooperate in the design of the Tenant's Sign to ensure that it is compatible with the existing pylon.

11. **PAYMENT OF UTILITIES:** Tenant will separately meter and pay the cost of all utilities including electricity, gas, telephone, water, sewer and trash collection and any other utilities supplied to the Leased Premises which accrue with respect to any period after Landlord's tender of possession. If Tenant does not pay the same, Landlord is authorized (but not required) to pay the same and to add the amounts so paid to the rent due under this Lease. Landlord shall not be liable for the failure or interruption of such services to the Premises, or for any loss or damage resulting from an interruption of services.

12. **PAYMENTS AND NOTICES:** To ensure timely payment of rent and additional rent, Landlord must register as a vendor with the City of Jackson and on the Tenant's Vendor Self Service (VSS) platform and complete the required W-9 Form and Direct Deposit (ACH) Form with Tenant's VSS application. Itemized invoices must reflect the cost of rent and must be submitted by email to the Jackson Police Department and more specifically to Cleopatra Norris at cnorris@city.jackson.ms.us and Captain Michael Outland at moutland@city.jackson.ms.us for payment no later than on or before the fifteenth (15th) day of each month.

All notices given to Landlord hereunder shall be sent to:

I-55 Management, LLC
Attn: Lynda Costas
1200 Meadowbrook Road, #17
Jackson, MS 39206-6109

I-55 Management T, LLC
Attn: Grant Monroe
P.O. Box 2093
Ridgeland, MS 39158-2093

All notices given to Tenant hereunder shall be sent to Tenant at 5469 I-55 North, Suite 105, Jackson, MS 39206 and 455 East Capitol Street Jackson, MS 39207 by certified mail, return receipt requested, until Landlord is notified otherwise in writing by Tenant, or delivered to Tenant at the Premises.

13. **USE OF PREMISES:** The Premises are Leased to the Tenant solely for the use as a police precinct, district office, mobile crime lab unit, and for storage of specialized crime lab unit equipment, supplies and materials related thereto. Tenant agrees to continuously operate the Premises for such purposes during the entire term of this Lease and to operate its business pursuant to the highest reasonable standards as a police precinct. Tenant agrees that Tenant's activities will be conducted in the Premises, at a minimum, from 12:00 a.m. to 12:00 p.m., seven days a week.

14. **ASSIGNMENT AND SUBLETTING:** Tenant may not assign, mortgage or sublet this Lease in whole or in part ("**Transfer**"), without the prior written consent of Landlord, which consent will not be unreasonably withheld or conditioned in Landlord's sole discretion. Landlord and Tenant agree that Landlord may withhold its consent to any proposed Transfer to a transferee who, or is not deemed by Landlord in Landlord's reasonable business judgment, to be an acceptable credit risk. In addition, if required in the Landlord's reasonable business judgment, any transferee shall, by valid written instrument, expressly assume for itself and its successors and assigns, and for the benefit of Landlord, all of the obligations of Tenant under this Lease. Any request by Tenant for Landlord's consent to a Transfer shall include (i) the name of the proposed transferee; (ii) the nature of its business and proposed use of the Premises; (iii) complete information as to the financial condition and standing of the proposed transferee; and (iv) the terms and conditions of the proposed Transfer. Tenant shall promptly supply such additional information about the proposed Transfer and transferee as the Landlord reasonably requests. Landlord shall also have the right to meet and interview the proposed transferee.

Landlord shall have the right to transfer and assign in whole or in part, by operation of law or otherwise, its rights and obligations hereunder whenever Landlord, in its sole judgment, deems it appropriate with forty-five (45) days' notice to Tenant. However, Tenant shall have the right to terminate said Lease before the expiration of the forty-five (45) days' notice, but, with reasonable business judgment on behalf of the Tenant but without any liability to Tenant. Any sale, conveyance or transfer of the building will operate to release Landlord from liability from and after the effective date of such sale, conveyance, transfer or assignment upon all of the covenants, terms and conditions of this Lease, express or implied, except for those liabilities that arose prior to the effective date of such sale, conveyance, transfer or assignment. After such effective date, Tenant will look solely to Landlord's successor in interest in and to this Lease.

15. **ADDITIONS. ALTERATIONS AND RESTORATION:**

(A) Tenant may, at Tenant's expense, make improvements to the Premises, including, but not limited to, installation of a door separating the office foyer from the rest of the

office, install partition to divide conference room, fortifying an existing room to be used as an evidence room, fortifying existing bathroom in warehouse by adding a ceiling, and framing and piping a bathroom with two stalls in the warehouse area (collectively "**Tenant Improvements**"), as set forth in C-2. Landlord shall approve the written plan of all such improvements. Landlord and Landlord's architect and other representatives shall have the right to inspect and approve the Tenant Improvements as they are being constructed and upon completion. Tenant shall provide Landlord with copies of contractor lien releases, if applicable, relating to the Tenant Improvements. Tenant's contractors shall be licensed contractors that are reasonably acceptable to the Landlord.

(C) Tenant shall not make any changes or alterations in or to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. All Tenant Improvements which may be made or installed by Tenant upon the Premises and which in any manner are attached to the floors, walls, windows or ceilings shall be done in accordance with all governmental building, health or other codes. Except as provided in the last sentence of this Section 15(C), at termination of this Lease, Tenant shall remove all Tenant Improvements and restore the Premises to its original condition prior to their installation, ordinary wear and tear excepted. Tenant shall remove its personal property from the Premises at the termination of this Lease and deliver all keys and key cards to Landlord. During the term of the Lease, Tenant shall, at Tenant's cost, make any changes or alterations in the Premises that may become necessary due to Tenant's particular use of the Premises, to cause the Premises to conform to all governmental and insurance underwriters' requirements now in effect and adopted before or after the Lease date, including without limitation, the Americans with Disabilities Act of 1990. As an alternative to Tenant's removal of Tenant Improvements, the parties agree that the Landlord may recommend to Tenant particular Tenant Improvements to be excepted from Tenant's duty to remove. If Tenant must remove Tenant Improvement from the Premises, Landlord must afford Tenant the opportunity to do so, with Tenant bearing all cost of the removal. If Tenant agrees to leave a particular Tenant Improvement on the Premises, which both Landlord and Tenant agree to accept, fair market value must be obtained for said improvement as to not run afoul of Article 4, Section 66 of the Mississippi Const. of 1890.

16. **REPAIRS AND MAINTENANCE:**

(A) Within a reasonable period after receipt of written notice from Tenant, Landlord shall, at Landlord's expense, make necessary structural repairs, necessary repairs and shall keep in good condition to the roof, foundations, structural walls, load bearing structures, plumbing, pipes, and conduits located outside the Leased premises, necessary repairs to sidewalks, parking areas, and curbs and replacements, or repairs to the Premises as may be necessary to maintain the building in a state of tenantable repair. Landlord will be responsible for maintenance and repairs of HVAC serving the office area, plumbing below or encased in the foundation or below any slabs or driveways, roof, electrical systems in the office and warehouse areas (not

including any systems installed by the Tenant), and exterior walls, except when damage to such systems is caused by Tenant's negligence or intentional acts.

(B) Tenant shall, at Tenant's expense, keep and maintain in good order and repair, including replacements, all portions of the Premises not specifically designated above as Landlord's obligation, including, without limitation, the exterior and interior portions of all doors, door hardware and operators, windows, window hardware, plate glass, storefronts, showcases surrounding the Premises, all plumbing not described in paragraph (A) above, sprinkler systems, plumbing and the restroom facilities - within the Premises, fixtures, all signs, interior walls, floors, ceilings, all interior building appliances and similar equipment, including light bulb replacement, and any extraordinary repairs. If at any time during the term of the Lease, Tenant fails to make any repairs or perform any maintenance required herein, Landlord shall have the right, but not the obligation, upon giving five (5) days prior notice to Tenant, to make or perform such maintenance or repairs, and in such event, the cost of such repairs or maintenance shall be reimbursed to Landlord by Tenant on demand. Tenant assumes responsibility for damage to all outside areas resulting from Tenant's negligent or abusive use. This responsibility extends not only to the paved area, but also to outside fences, if damage is caused by negligence or abuse of Tenant. Tenant also assumes responsibility for damage to the exterior walls as a result of any negligence or abuse on behalf of Tenant.

(C) Tenant, at its sole cost and expense, shall be responsible for preventive maintenance on the HVAC servicing the office area.. Following receipt Landlord's request, Tenant shall have the HVAC system inspected by a qualified licensed HVAC contractor at least twice per year. The inspections shall be completed between March 1st and May 31st and between September 1st and December 31st of each year. Following receipt of Landlord's request, Tenant shall provide Landlord with a copy of the invoice or report from the inspecting company giving evidence that the system has been inspected. If Landlord has not received from Tenant a copy of the inspection report within thirty (30) days of Tenant's receipt of Landlord's request, then Landlord shall have the right to have the HVAC equipment inspected by a company selected by Landlord. Landlord shall bill Tenant for the cost of this inspection, which shall be paid within thirty (30) but no more than forty-five (45) days of receipt of Landlord's invoice.

17. **PROHIBITION OF CONSTRUCTION LIENS:**

(A) Tenant is expressly prohibited from creating, causing or permitting by its inaction or that of its employees, representatives, contractors, subcontractors, or materialmen any liens or encumbrances of any nature whatsoever against the Premises. Nothing contained in this Lease shall be construed as a consent on the part of Landlord to subject any portion of the estate of Landlord to liability under the Construction Lien Laws of the State of Mississippi.

(B) Tenant shall strictly comply with the Construction Lien Laws of the State of Mississippi. If any such lien is filed against the Premises, Tenant shall within fifteen (15) days thereafter cause the lien to be fully discharged by either paying the obligation secured thereby or bonding it off of the Premises or the Shopping Center, as the case may be, in accordance with applicable provisions of Mississippi law through a bonding company or other surety reasonably acceptable to Landlord. Tenant is not authorized to act for or on behalf of Landlord as its agent, or otherwise, for the purpose of constructing any improvements to the Premises, and neither Landlord nor Landlord's interest in the Premises shall be subject to any obligations incurred by Tenant. Landlord shall be entitled to post on the Premises during the course of any construction by Tenant such notice of non-responsibility as Landlord deems appropriate for the protection of Landlord and its interest in the Premises. Tenant shall, before the commencement of any work which might result in any such lien, give to Landlord written notice of its intention to do so in sufficient time to permit the posting of such notices. Notwithstanding any provision of this Agreement, Tenant shall have no right to conduct any activities on the Premises which would subject the Premises to a construction lien.

(C) If Tenant fails to fully discharge any such lien within said fifteen (15) day period, Landlord may (but shall not be so obligated) pay the claim secured by such lien and any costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due and owing from Tenant to Landlord as Additional Rent, and Tenant shall pay the same to Landlord with interest at the highest rate allowable by law from the dates of Landlord's payments. Further, Tenant agrees to indemnify, defend and save Landlord harmless from and against any damage or loss incurred by Landlord as a result of any such mechanics' or other form of claim of lien.

(D) If any claims of lien are filed against the Premises or any action affecting the title to such property be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof.

(E) The terms and provisions of this section shall survive the termination of this Lease.

18. **COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS:** The Tenant shall promptlycomply with all statutes, ordinances, rules, orders,

regulations and requirements of any federal, state or municipal government and of any and all their departments and agencies applicable to said Premises, for the correction, prevention and abatement of nuisances or other grievances, in, upon, or connected with the Premises during the Lease term. Tenant shall also promptly comply with all rules, orders and regulations of the Southeastern Underwriter's Association for the prevention of fires, at Tenant's sole expense.

Tenant agrees to comply with the rules and regulations ("**Rules**") attached to this Lease as Exhibit "B", and any subsequent amendments thereto. Landlord reserves the right from time to time to amend, supplement or add to the Rules and to adopt and promulgate additional rules applicable to the Premises and common areas. Landlord shall have no liability for violation of the Rules by any tenant nor shall such violation or the waiver thereof excuse any other tenant from compliance.

19. **HAZARDOUS MATERIALS:** Tenant agrees that it will never use, handle, store or otherwise utilize hazardous materials and/or substances as defined from time to time by federal, state or local law or regulation, on the Premises. Further, Tenant hereby agrees to indemnify and hold Landlord harmless from and against any claims of whatsoever nature as a result of any hazardous materials being used, handled or otherwise stored on the Premises by Tenant, contractors, suppliers and licensees in violation of this Paragraph, and any cleanup costs associated therewith.

Tenant agrees not to conduct any illegal activity and will not permit any activity which constitutes a nuisance, safety hazard or environmental hazard. Tenant shall, at its expense, obtain all licenses and permits required for the conduct of its business.

Tenant shall, at its expense, observe and comply with any present or future law, ordinance, order or regulation of governmental authorities having or claiming jurisdiction over the Premises or the conduct of Tenant's business and will cooperate with any duly constituted authority in the furtherance of its duty to enforce the law.

Tenant shall, at all times, comply in all material respects with all applicable laws, rules and regulations, including, but not limited to, those related to environmental laws, and the use storage or disposal of hazardous substances. For the purpose of this representation and warranty, hazardous materials and/or hazardous substances shall include but not be limited to any substance, material or waste which is or becomes regulated by any local governmental authority, State of Mississippi, or the United States of America. In addition, the term hazardous materials and/or hazardous substances shall include without limitation, any material or substance which is listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101, as amended).

Tenant agrees to indemnify, defend and hold harmless Landlord from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of every kind or nature whatsoever imposed on, incurred by, or

asserted against said Landlord in any manner relating to or arising out of Tenant's use of the Premises, including, but not limited to, any liabilities related to a violation of any environmental laws unless the same is attributable to the negligence or misconduct of Landlord. The foregoing indemnification shall survive the termination of this Lease.

20. **INDEMNITY: RISK OF LOSS:** Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims for damages or injuries to goods, merchandise and property, and for any personal injury or loss of life in, upon, or in connection with the Premises that was caused by the Tenant during the term of the Lease.

To the extent authorized and permitted by applicable law, each party shall indemnify, defend and hold harmless the other party and its owners, and affiliated companies of each party and their owners, their successors and assigns, and all their managers, officers, directors, trustees, beneficiaries, agents, employees, servants, visitors, invitees, guests, contractors and owners from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable expenses (collectively, "**Claims**"), to the extent it is permitted by Mississippi law.

21. **INSURANCE POLICY COVERAGE:** Tenant shall pay all premiums for and maintain in full force and effect the following policies of insurance with insurance companies admitted to do business in Mississippi and carrying a current rating of at least A VI in "Best's Insurance Guide":

(A) Commercial General Liability Insurance: To the extent permitted by law, Tenant shall be responsible for any assumed or contractual liability under this Lease, for liability arising out of the use, occupancy or maintenance of the Leased Premises and all areas appurtenant thereto to afford protection with respect to bodily injury, death or property damage (including loss of use).

(B) The equivalent of ISO Special Form Property Insurance covering Tenant's trade fixtures, furniture, inventory, goods, wares, merchandise, and improvement and equipment used in the Premises, providing protection to the extent of one hundred percent (100%) of the replacement cost of such property, less a commercially reasonable deductible.

(C) Statutory Workers' Compensation Insurance with the statutory limits and Employer's Liability Insurance with limits of not less than $500,000.00.

Tenant shall carry the policies described in paragraphs (B) and (C) above from and after the date that Tenant begins using the Premises.

Each policy of insurance required above shall name Landlord as an additional insured. Each policy of insurance required by this Section 21 shall contain an endorsement requiring thirty

(30) days' written notice from the insurance company to all insureds prior to any cancellation, or material reduction in coverage of the policy or material amendment. Prior to the commencement of the Lease and annually thereafter, Tenant shall deliver to Landlord certificates of insurance for each type of insurance listed above evidencing the policies of insurance required by this paragraph, together with satisfactory evidence of proof of payment of premiums.

22. **CASUALTY:**

Should the Premises be damaged or destroyed by any casualty covered by insurance policies, Landlord shall, except as otherwise provided herein, and only to the extent it recovers proceeds from such insurance, repair and/or rebuild the same with reasonable diligence. Such obligation is subject to the written consent of Landlord's mortgagee(s) who have a prior right to such insurance proceeds. Landlord shall not be obligated to repair or replace Leasehold Improvements or Tenant's personal property, unless damages was caused by an act or omission of the Landlord. If the Premises is totally damaged or rendered wholly untenable by fire or other casualty, or if substantial casualty loss occurs during the last twelve (12) months of the term of the Lease, Landlord or Tenant shall have the option to terminate this Lease upon written notice without further obligation to each other. Tenant agrees that it shall have no interest in any amounts paid by an insurance company to Landlord due to fire or other casualty loss. The rentals payable by Tenant and Tenant's other payment obligations under any provisions of this Lease shall be abated by the proportion that any damage to or destruction of the Premises, which renders that portion of the Premises unfit for operation, bears to the entire Premises.

In the event the premises is damaged for more than thirty (30) consecutive days or more, and to the extent that it makes it impossible to run a precinct, the Tenant shall have the right to terminate said agreement without penalty or liability.

23. **TENANT DEFAULT AND LANDLORD REMEDIES:**

(A) The following shall constitute an event of default (**"Default"**) under the terms of the Lease:

(1) Tenant shall fail to timely pay, within thirty (30), but no more than 45 days, days after it is due, any sums due under the Lease;

(2) If, after thirty (30) days' written notice, Tenant shall fail to observe or perform any of the covenants, terms or conditions of this Lease;

(3) The existence of any fraud by or with the acquiescence of Tenant which in any way relates to or affects this Lease or the Premises;

(4) If at any time any material representation, statement, report or certificate made now or hereafter by Tenant is not true and correct, or if at any time any

statement or representation made by Tenant is not true and correct, and such representation, statement, report or certificate is not corrected within thirty (30) days after written notice thereof;

(5) If all or a substantial part of the assets of Tenant are attached, seized, subjected to a writ or distress warrant, or are levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within thirty (30) days;

(6) If Tenant is enjoined, restrained or in any way prevented by court order from performing any of its obligations hereunder or conducting all or a substantial part of its business affairs; or if a proceeding seeking such relief is not dismissed within thirty (30) days of being filed or commenced;

(7) If a notice of lien, levy or assessment is filed of record with respect to all or any part of the property of Tenant by the United States, or any other governmental authority, unless contestable and actually and diligently contest in accordance herewith;

(8) If Tenant shall file a voluntary petition for bankruptcy or for arrangement, reorganization or other relief under any chapter of the Federal Bankruptcy Code or any similar law, state or federal, now or hereafter in effect;

(9) If Tenant shall file an answer or other pleading or any proceeding admitting insolvency, bankruptcy, or inability to pay its debts as they mature;

(10) If, within thirty (30) days after the filing against it of any involuntary proceedings under the Federal Bankruptcy Code or similar law, state or federal, now or hereafter in effect, Tenant shall fail to have such proceeding vacated;

(11) If Tenant shall fail to vacate, within thirty (30) days following the entry thereof, any order appointing a receiver, trustee or liquidator for it or all or a major part of its property, either on or off the Premises;

(12) If Tenant shall be adjudicated a bankrupt;

(13) If Tenant shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property, or the Premises;

(14) If Tenant shall sell, convey, transfer or assign any of Tenant's rights, title or interest in the Premises or this Lease without Landlord's prior written approval;

(15) If Tenant abandons the Premises before the end of the term;

(B) Upon the occurrence of any event of default, Landlord shall have the following remedies:

(1) Landlord may terminate immediately this Lease by notice to Tenant. Upon such termination by Landlord, within a reasonable amount of time, Tenant will surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort;

(2) Landlord may remedy such default for the account and at the expense of Tenant without thereby waiving such default;

(3) Landlord may, upon notice to Tenant, declare all rents due under this Lease immediately due and payable;

(4) Landlord may bring an action in a court of competent jurisdiction to collect any amounts due and owing under this Lease and/or to compel Tenant to perform any and all of Tenant's obligations under this Lease. If ordered by a court of competent jurisdiction, any amount owed by Tenant to Landlord shall accrue interest at the highest legal rate allowable by law until paid in full to Landlord;

(5) Landlord may do any and all other things and pursue any and all other remedies authorized by law.

(C) Landlord's remedies hereunder shall be cumulative, and Landlord's pursuit of one or more of the above remedies shall not be a bar to pursuing any other remedy nor shall same be deemed on election of remedies.

(D) In the event of a breach by Tenant of any provision of this Lease, Landlord shall have the right of injunction as if other remedies were not provided for herein.

(E) The provisions of this Section shall apply to any renewal or extension of this Lease. If Tenant shall default hereunder prior to the date fixed as the commencement of any renewal or extension of this Lease, Landlord may cancel such renewal or extension agreement by providing ten (10) days' notice to Tenant.

Tenant shall not be deemed to be in breach of, or in default in the performance of, any of its obligations under this Lease unless it shall fail to perform such obligation(s) and such failure shall continue for a period of thirty (30) days, or such additional time as is reasonably required to correct any such breach or default, after written notice has been given by Landlord to Tenant specifying the nature of Tenant's alleged breach or default. Landlord shall have no right to

terminate this Lease for any breach or default by Tenant hereunder and no right, for any such breach or default, to offset or counterclaim against any rent due hereunder. Landlord further agrees that if Tenant shall have failed to cure any such breach or default within thirty (30) days of such notice to Tenant (or if such breach or default cannot be cured within said time, then within such additional time as may be necessary if within said thirty days Tenant has commenced and is diligently pursuing the remedies necessary to cure such breach or default.

24. **LANDLORD ADDITIONAL REMEDIES, WAIVERS AND RELATED MATTERS:**

(A) The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now and hereafter provided by law. All rights and remedies shall be cumulative and not exclusive of each other. Landlord may exercise its rights and remedies at any times, in any order, to any extent, and as often as Landlord deems advisable without regard to whether the exercise of one right or remedy, precedes, concurs with or succeeds the exercise of another.

(B) A single or partial exercise of a right or remedy shall not preclude a further exercise thereof, or the exercise of another right or from time to time.

(C) No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver, of, or acquiescence to, a Default.

(D) No waiver of a Default shall extend to or affect any other Default or impair any right or remedy with respect thereto.

(E) No action or inaction by Landlord shall constitute a waiver of a Default.

(F) No waiver of a Default shall be effective, unless it is in writing.

(G) No custom or practice which may develop between the parties in the administration of the terms hereof shall be construed to waive or to lessen the right of the Landlord to insist upon the performance by Tenant in strict accordance with such terms.

(H) No accord or satisfaction shall be implied by acceptance of rent or otherwise except expressly in writing.

25. **LANDLORD DEFAULT AND TENANT REMEDIES**

If: (a) the Landlord fails to comply with any term, provision, condition, or covenant of this Agreement; (b) the Landlord fails to make repairs and/or maintain the Premises as set forth in this Agreement; (c) any petition is filed by or against the Landlord under any section or chapter of the Federal Bankruptcy Act , as amended , or under any similar law or statute of the United States or any state thereof; (d) the Landlord becomes insolvent or makes a transfer in fraud of creditors; (e)

the Landlord makes an assignment for the benefit of creditors; (f) a receiver is appointed for the Landlord or any of the assets of the Landlord; or (g) any event that would constitute a default under Section 23 of this Agreement, then in any of such events, the Landlord shall be in default and the Tenant shall have the option to do any one or more of the following: (i) enter the Premises either with or without process of law and to expel, remove all personal property and terminate this Agreement ; (ii) the right to repair said Premises and offset the cost by reducing the amount of rent due to Landlord; or (iii) any remedy available to Landlord under Section 23 and 24 of this Agreement.

26. **WITHHOLDING OF CONSENT:** For purposes of this Lease, Landlord and Tenant hereby agree that Landlord's consent shall be deemed reasonably withheld if at the time of Tenant's request for Landlord's consent, Tenant is in default of any of its lease obligations. Unless otherwise provided herein, Landlord's consent may be withheld in Landlord's sole discretion. The granting of consent by the Landlord shall not in any way waive Landlord's right to withhold consent in the future. All consents required by Landlord shall be in writing and signed by the Landlord.

27. **LIEN ON LEASEHOLD:** Tenant grants unto Landlord a security interest in its equipment, accounts, fixtures, furniture, goods, chattels, supplies and inventory located at the Premises whether now owned or hereafter acquired, together with the proceeds thereof, derived from the Premises. The security interest granted by virtue of this Section shall be deemed in addition to, and not in lieu of, any other right or remedy available to Landlord including, but not limited to, statutory liens available to Landlord pursuant to Mississippi law.

28. **COST OF LITIGATION AND VENUE:** If determined by a court by competent jurisdiction, the prevailing party in any litigation shall be entitled to receive from the non-prevailing party all costs of collection and/or litigation, including reasonable attorneys' fees and costs incurred at trial, arbitration, bankruptcy and appellate proceedings. Tenant agrees that in the event of litigation regarding Landlord or this Lease, the sole proper venue for said litigation shall be Hinds County, Mississippi.

29. **CONDEMNATION:** If the whole or any part of the Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the day the possession of that part was taken for any public purpose, and the rent and other charges shall be reduced in proportion to the square footage of Tenant's Premises taken. Thereafter, all provisions of this Lease shall remain in effect. All awards and compensation for Condemnation shall be the property of the Landlord, and Tenant hereby assigns to the Landlord all of Tenant's rights, title and interest in any such awards, including, without limitation, any award for the value of the unexpired portion of the term. Tenant shall be entitled to claim such award allowable for its trade fixtures or loss of business, but only if such award shall not result in a reduction of the compensation made to Landlord.

30. **RIGHT OF ENTRY:** With 24-hour notice to Tenant, Landlord shall have the right to enter upon the Premises at all reasonable hours (in the event of emergencies Landlord may enter as necessary) for the purpose of inspecting the same, showing to prospective purchasers or mortgagees, or for making repairs, alterations, improvements and additions to the Premises or to the shopping center in which the Premises are located.

31. **AMENDMENT OF SITE PLAN: RELOCATION OF PREMISES:**

(A) Without the prior written approval of Tenant, which Tenant may withhold in Tenant's sole and absolute discretion, Landlord shall not relocate the Premises.

(B) With prior notice and subject to the right of the Tenant to terminate this Agreement without penalty, Landlord reserves the right at any time, in its sole discretion to amend without limitation the site plan of the Shopping Center. Such amendment rights include the right, at Landlord's sole discretion and without the approval of Tenant, to add or change building perimeters, buildings, driveways, kiosks, or other structures; change the number and location of parking spaces, other than parking spaces reserved or assigned to Tenant; subdivide the Shopping Center with or without the granting of cross parking or other easements, and to make any other changes or additions it desires in and about the Shopping Center, including the common areas (as hereafter defined), provided only that reasonable access to the Premises is provided and maintained and that the dimensions and perimeter of the Premises are not altered. Except as provided in Section 45, Landlord makes no representation as to the identity, location or any other kind of representation about other tenants in the Shopping Center. Without the prior written consent of the Tenant, Landlord shall make no changes to the site plan that would reduce the number of parking spaces below the minimum required by law.

32. **SUBORDINATION:** This Lease is subject and subordinate in all respects to all matters of record and all mortgages, any of which may now or hereafter be placed on the real property by Landlord which may affect such Leases and/or the real property of which the Premises are a part, or any part of such real property, and/or Landlord's interest or estate therein, and to each advance made and/or hereafter to be made under such mortgages, and to all renewals, modifications, consolidations, replacements and extensions thereof and all substitutions therefor. This Section shall be self-operative and no further instrument of subordination shall be required.

33. **TENANT'S CERTIFICATE:**

(A) Within five (5) days after each request by Landlord, (excluding Saturdays, Sundays and legal holidays) Tenant shall deliver an estoppel certificate to Landlord. Estoppel certificates shall be in writing, shall be acknowledged, and shall be in proper form for recording. Estoppel certificates shall be executed by Tenant. Each estoppel certificate shall be certified to Landlord, any Mortgagee, any assignee of any Mortgagee, any purchaser, or any other person specified by Landlord.

(B) Each estoppel certificate shall contain the following information certified by the person executing it on behalf of Tenant: (i) Whether or not Tenant is in possession of the Premises. (ii) Whether or not this Lease is unmodified and in full force and effect. (If there has been a modification of this Lease the certificate shall state that the Lease is in full force and effect as modified, and shall set forth the modification.) (iii) Whether or not Tenant contends that Landlord is in default under this Lease in any respect. (iv) Whether or not there are then existing set-offs or defenses against the enforcement of any right or remedy of Landlord, or any duty or obligation of Tenant (and if so, specify the same). (v) The dates, if any, to which any rent or charges have been paid in advance. (vi) Such other matters as may be reasonably requested by Landlord.

34. **ATTORNMENT:** Without limitation of any of the provisions of this Lease, if any mortgagee shall succeed to the interest of Landlord by reason of the exercise of its rights under such mortgage (or the acceptance of voluntary conveyance in lieu thereof) however caused, then such successor may, at its option, to be exercised by the giving of written notice to the Tenant of its desire to do so subject to Tenant's right to terminate this Agreement without penalty, succeed to the interest of Landlord under this Lease. In such event, the Tenant shall attorn to such successor and shall be and become bound directly to such successor in interest to Landlord to perform and observe all the Tenant's obligations under this Lease.

35. **BROKER:** Landlord and Tenant warrant there are no claims for brokerage commissions or finders fees in connection with the execution of this Lease.

36. **DEFINITION - COMMON AREAS:** The term "Common Area" shall mean all areas and improvements provided by Landlord for the general use, in common, of tenants of the Shopping Center, their officers, agents, employees and customers, including, without limitation, parking areas, pedestrian walkways, driveways, entrances and exits thereto, access roads, sidewalks, landscaped areas, and storm water drainage facilities.

37. **DEFINITION - SHOPPING CENTER:** The term "Shopping Center" shall mean the real property, including all land, buildings, and other improvements situated thereon, described in Exhibit "A" attached hereto and incorporated herein. The Shopping Center may be expanded in the sole discretion of Landlord, by written notice to Tenant, to include any real property adjacent to the Shopping Center.

38. **BINDING ON PARTIES:** It is agreed between the parties that time is of the essence of this contract and this applies to all terms and conditions contained herein. All provisions of this contract shall be binding on both parties and the assigns, heirs, administrators, legal representatives, executors, or successors of the Tenant and Landlord. This writing sets forth all agreements, conditions and representations between the parties concerning the Premises and there are no promises, agreements or representations either written or oral, other than those set forth herein, and this Lease cannot be modified except by written agreement between the parties.

39. **INTERPRETATION:**

(A) All exhibits attached to this Lease shall be considered a part of this Lease.

(B) Any references in this Lease to "subtenants" or licensees" shall not be deemed to imply that any subtenants or licensees are permitted under this Lease. Any references in this Lease to any extensions or renewals of the term of this Lease or to any period during which Tenant may be in possession after the Expiration Date shall not be deemed to imply that any extension or renewal of the term of this Lease is contemplated or that Tenant shall be permitted to remain in possession after the expiration of the term of this Lease.

(C) If any provision of this Lease or the application of any provision of this Lease to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby; and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(D) The captions and headings used throughout this Lease are for convenience of reference only and shall not affect the interpretation of this Lease.

(E) Any provision of this Lease which permits or requires a party to take any particular action shall be deemed to permit or require the party to take such action or cause such action to be taken.

(F) Any provision of this Lease which requires any party not to take any particular action shall also be deemed to require the party not to permit such action to be taken by any person or by operation of law.

(G) Wherever a requirement is imposed on any party to this Lease, it shall be deemed that said party shall be required to perform the requirement at its own expense unless it is specifically provided to the contrary.

(H) The singular includes the plural and the plural includes the singular.

40. **NO ORAL CHANGES:** This Lease may not be changed or terminated orally.

41. **FORCE MAJEURE:** Wherever in this Lease Landlord is required to perform a certain act within a certain time limit, the time for performing said act shall be extended by the number of days lost by reason of acts of God, fires or other casualties, labor strife, inclement weather, or other causes beyond the control of the Landlord

42. **IMPARTIAL INTERPRETATION:** This Lease is the result of negotiations between Landlord and Tenant and therefore the language contained in this Lease shall be construed as a whole according to its fair meaning and not strictly for or against either Landlord or Tenant.

43. **TENANT'S ABANDONED PROPERTY:** Tenant shall remove all of Tenant's property at the expiration of the lease. Any property of the Tenant remaining in or about the Premises at the termination of this Lease, after the abandonment of the Premises, after surrender of the Premises, or after vacating the Premises, shall be deemed abandoned, and may be disposed of by the Landlord as the Landlord, in its sole and absolute discretion, deems advisable, without any accounting whatsoever to the Tenant at the expense of the Tenant, except as provided in Section 15(C).

44. **NO SURRENDER ACCEPTED:** No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in a writing signed by Landlord. The delivery of keys or key cards (collectively "keys") to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord, and notwithstanding such delivery Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated.

45. **SALE OF PREMISES BY LANDLORD:** After 24-hour notice to Tenant, Landlord may show the Premises to prospective purchasers of the Shopping Center at any reasonable time. In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale. The purchaser, at such sale or any subsequent sale of the Premises, shall be deemed (without any further agreement between the parties or their successors in interest or between the parties and any such purchaser) to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease.

46. **QUIET ENJOYMENT:** Tenant, upon paying the rents herein reserved and performing and observing all of the other terms, covenants and conditions of this Lease on Tenant's part to be performed and observed, shall peaceably and quietly have, hold and enjoy the Leased Premises during the Term, subject, nevertheless, to the terms of this Lease and to any mortgages, ground or underlying Leases, agreements and encumbrances to which this Lease is subordinate and to all applicable zoning rules and regulations.

47. **AVAILABILITY OF FUNDS:** it is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Lease is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Lease are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, all of the foregoing having been done in good

faith, the City shall, upon ten (10) working days written notice to the Landlord to terminate this Lease, and shall pay to Landlord the Monthly Rental due through the date of termination, including the payment for legal services incurred by Landlord as determined by a court of competent jurisdiction. The effective date of termination shall be as specified in the notice of termination provided Tenant has paid all required amounts to Landlord.

48. **APPROVAL:** It is understood that if this Lease requires approval by the Governing Authority/City Council and this Lease is not approved by the Governing Authority/City Council, it is terminated. In the event the Lease is terminated, Tenant shall pay the Monthly Rental due through the date of termination to Landlord as of the date of termination.

49. **MODIFICATION OR AMENDMENT:** Modifications or amendments to this Lease may be made upon mutual Lease of the parties, in writing signed by the parties hereto and with the prior approval of the governing authorities for the city of Jackson.

50. **PUBLIC RECORDS:** This Lease, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated§§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1.

51. **TERMINATION BY TENANT:** Notwithstanding anything else in this Lease Tenant, at its option, may terminate this Lease on sixty (60) days' notice given within one hundred eighty (180) days after the occurrence of any of the following:

(i) The Leased Premises and/or building in which the Leased Premises are located shall be materially damaged or destroyed as a result of any occurrence which is not covered by Landlord's insurance; or

(ii) More than 50% of the area of the Leased Premises shall be destroyed; or

(iii) Any or all of Leased Premises are damaged to such an extent that, in the sole judgment of Landlord, cannot be operated as an economically viable unit.

Tenant shall pay to Landlord the Monthly Rental due through the date of termination, including the payment for legal services incurred by Landlord as determined by a court of competent jurisdiction.

52. **INSPECTION:** Landlord or its representatives shall have the right to enter the Leased Premises during any business day during the Term after providing at least twenty-four hours' notice to the Tenant. If Tenant shall not be personally present to open and permit entry into the Leased Premises at any time when for any reason an entry therein shall be necessary or

permissible, Landlord or Landlord's agents may enter the same by a master key, or may forcibly enter the same, without rendering Landlord or such agents liable therefor, and without in any manner affecting the obligations and covenants of this lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever for the care, maintenance, or repair of the building or any part thereof, except as otherwise herein specifically provided.

53. **RELATIONSHIP OF THE PARTIES:** Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computing rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of Landlord and Tenant.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this instrument for the purpose expressed the day and year written above.

LANDLORD:

I-55 Management, LLC

By: _____
Lynda Ann Costas, Manager

I-55 Management T, LLC

By: _____
Grant Monroe, Manager

TENANT:

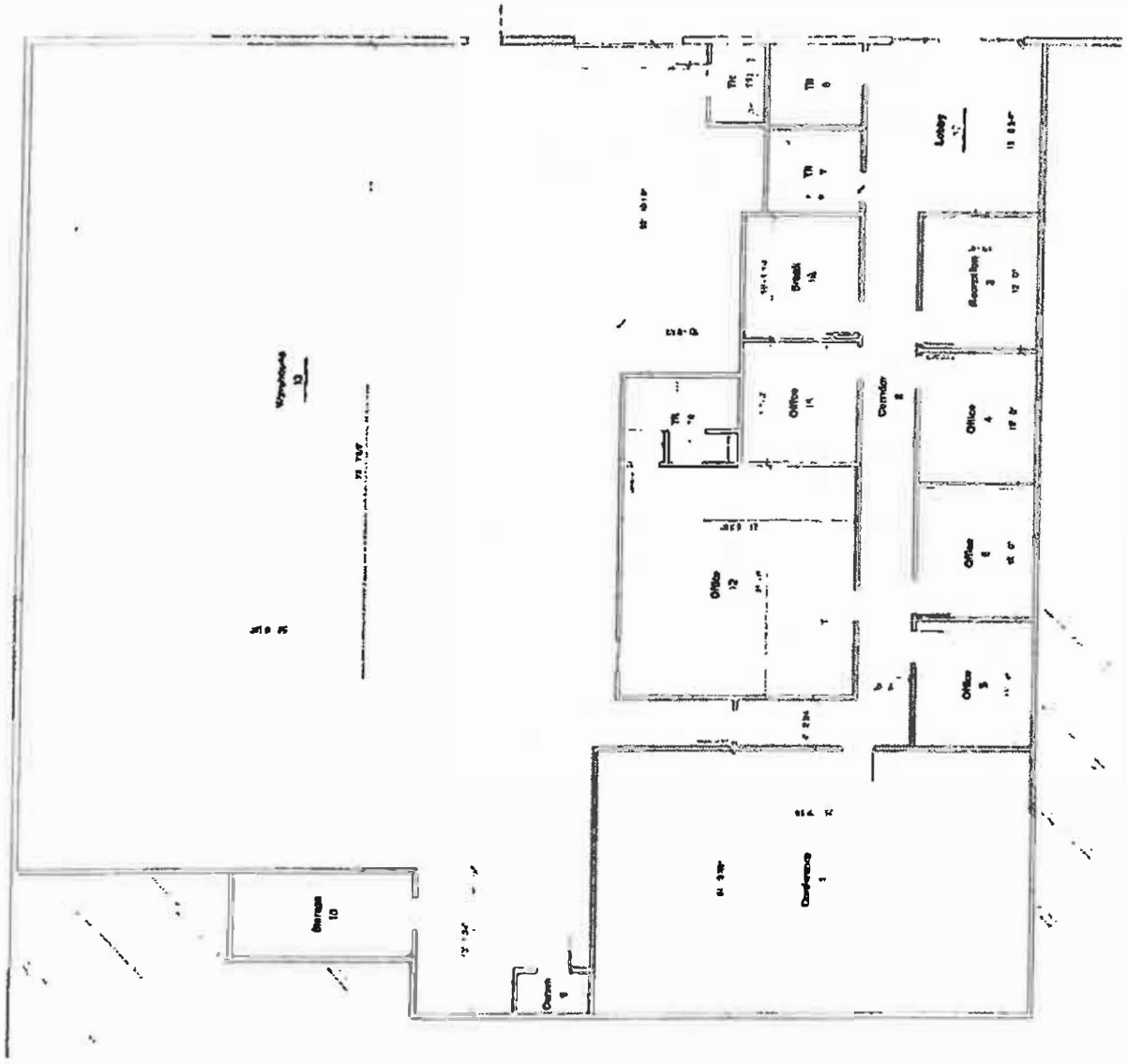
09/1/24

City of Jackson

By: _____

EXHIBIT "A"
PREMISES

The Premises is herein defined as that portion of the shopping center outlined on the drawing below, being approximately 8,311 square feet, more or less, together with the non-exclusive right in common with others to use the common parking and service areas:



A certain tract of land situated in the NW1/4 of the SE1/4 of Section 12 Township 6 North, Range 1 East, First Judicial District of Hinds County, Mississippi, and being more particularly described as follows, to-wit. Begin at an iron rod marking the northwest corner of the NW1/4 of the NE1/4 of said Section 12, said iron rod being further described as a point on the east line of Lot 1 of Homewood Subdivision, Jackson, Mississippi, according to a map or plat of said subdivision as recorded in the Chancery Clerk's Office of Hinds County, Mississippi the 15th day of February 1932, and from said point of beginning run south and along the 1/2 section line of said Section 12 (east line of Lot 1 of said Homewood Subdivision, Jackson, Mississippi) for a distance of 134 feet to a concrete monument marking the N.E. corner of Block A, Fernwood Subdivision, Jackson, Mississippi, according to a map or plat of said subdivision as recorded in the Chancery Clerk's Office of Hinds County, Mississippi, the 2nd day of March, 1931, continue thence south and along the said 1/2 section line of Section 12, also being the east boundary line of Lot 4 of Hanging Moss Survey as shown on said record plat of Fernwood Subdivision, Jackson Mississippi, for a distance of 807 feet to a concrete monument marking the southeast corner of said Block A, Fernwood Subdivision, Jackson, Mississippi, and being further described as a point on the north right-of-way line of Fernwood Drive, a 50 foot street as is now (1972) laid out, improved and in use by the City of Jackson, Mississippi, continue thence S 0° 27' W and across Fernwood Drive for a distance of 50 feet to a concrete monument marking the northeast corner of Lot 37, Block B of said Fernwood Subdivision, Jackson, Mississippi, and being further described as a point on the south right-of-way line of said Fernwood Drive, continue thence S 0° 27' W and along said 1/2 section line of Section 12 and also being the said east boundary line of Lot 4 of Hanging Moss survey for a distance of 884.6 feet to a concrete monument marking the southeast corner of Lot 36 of said Block B of Fernwood Subdivision, Jackson, Mississippi, and being further described as a point on the north right-of-way line of Briarwood Drive, a 50 foot street as is now (1972) laid out, improved and in use by the City of Jackson, Mississippi, continue thence S 0° 27' W and along the said 1/2 section line of Section 12 and across said Briarwood Drive for a distance of 50 feet to a point, said point being described as a point on the south right-of-way line of said Briarwood Drive, continue thence S 0° 27' W and along said 1/2 section line of Section 12,

and also being the east line of Block B of said Fernwood Subdivision, Jackson, Mississippi, extended southerly for a distance of 615.0 feet to an iron rod; measure thence S 89° 40' E for a distance of 673.74 feet to an iron rod, which iron rod being further described a point on the western right-of-way line of Interstate Highway 55; measure thence S 0 39' 30" W and along said western right-of-way line of Interstate Highway 55 for a distance of 119.79 feet to a highway right of way concrete monument; measure thence S 9° 46' W and along said western right-of-way line of Interstate Highway 55 for a distance 853.23 feet to an iron rod; measure thence N 89° 48' W, for a distance of 843.68 feet to an iron rod; measure thence N 0° 27' E for a distance of 264 feet to a point; measure thence S 89° 46' E for a distance of 100.17 feet to a point, which point is the true place of or point of beginning for the property herein described; continue thence S 89° 46' E for a distance of 200 feet; run thence S 00° 27' W for a distance of 200 feet; run thence N 89° 46' W for a distance of 215 feet; run thence N 00° 27' E for a distance of 200 feet; run thence S 89° 46' E 15 feet to the point of beginning.

And also the following:

From an iron rod marking the Northwest corner of the NW 1/4 of the NE 1/4 of said Section 12, run South and along 1/2 section line of Section 12 for a distance of 1695.60 feet to a point on the South right-of-way line of Briarwood Drive, run thence North 89 degrees 23 minutes 32 seconds East, and along South right-of-way line of said Briarwood Drive for a distance of 258.71 feet to a point, said point being the true POINT OF BEGINNING; run thence South 0 degrees 27 minutes West and along the centerline of said 50-foot easement for a proposed access road for a distance of 618.80 feet to a point on the North boundary line of a certain tract of land described in that certain Lease Agreement recorded in Book 2052 at Page 488 in the land records of the Hinds County Chancery Clerk's office at Jackson, Mississippi.

EXHIBIT "B"

RULES AND REGULATIONS

Tenant agrees that during the term of this Lease it shall, at its own cost and expense:

1. Keep the Premises and all show windows and signs in good and clean condition.

2. Furnish, upon request of Landlord, the license numbers of the vehicles of Tenant and its officers and employees.

3. Tenant shall not park vehicles so as to unreasonably interfere with the use of any driveways, walks, streets, or parking areas. If Landlord designates employee parking areas, Tenant shall require its employees, agents, etc. to park only in employee parking areas designated by Landlord.

4. Permit no act or practice which may tend to injure the Premises and the appurtenances of the Shopping Center or any equipment or display located thereon; nor (a) keep equipment on or obstruct the driveways, walks, roadways, highways, streets, parking areas, malls or other areas outside the Premises; nor (b) conduct or permit any fire, bankruptcy, auction, or "going out of business" sale; nor (c) permit any loudspeakers, sound amplifiers, phonographs, radios or television broadcasts, etc. to be heard outside the Premises; nor (d) operate outside the Premises or in any part of the Shopping Center, any coin or token operated vending machine or similar device for the sale of any merchandise including, without limitation, pay telephones; lockers; toilets; amusement devices; and machines for the sale of beverages, foods, cigarettes or other commodities. This paragraph shall not be construed or interpreted to permit storage, placement or disposal of any furniture, equipment or merchandise on the exterior of the Premises.

5. Keep the Premises and the outside areas immediately adjoining the Premises clean and free from odor, refuse, rubbish and dirt at all times; store all trash, rubbish, boxes, packing materials, and garbage within the Premises. Except for items placed in Tenant's dumpsters, Tenant shall not put any such refuse at the rear of Tenant's building. Tenant shall provide adequately sized dumpsters that are kept closed and locked at all times. Tenant shall not permit the dumpsters to overflow and shall not place any trash on the ground near Tenant's dumpsters. Tenant shall not leave old or damaged boxes, inventory, merchandise or equipment outside the Premises, including such items intended to be collected by Tenant's employees, contractors or donees.

6. No antenna or other radio wave interceptor shall be erected on the roof or exterior walls of the Premises or on the grounds without obtaining written consent of Landlord.

7. Except as specifically provided by Tenant's lease, walk or place any object on the roof or permit any employee or contractor to walk or place any object on the roof, without first informing Landlord and obtaining Landlord's consent.

8. Neither Tenant nor Tenant's employees or agents shall solicit business in the Common Areas or distribute any handbills or other advertising matter.

9. Business machines and mechanical equipment shall be placed and maintained by Tenant at Tenant's expense in settings sufficient in Landlord's judgment to absorb and prevent vibration, noise and annoyance.

10. If the Premises is or becomes infested with insect or vermin, Tenant shall, at Tenant's expense, cause the same to be exterminated to the satisfaction of Landlord, and shall employ such exterminators and such exterminating company as shall be approved by Landlord.

11. Tenant shall not use, keep or permit the use of any noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Shopping Center by reason of noise, odors or vibrations, or interfere in any way with other Tenants.

12. Tenant agrees that it will not place any display sign or any other sign, canopy, decal, decoration or other advertising material on or inside (if such material is visible outside the Premises) any exterior door, wall, window, facade, or signboard without Landlord's prior written permission. Tenant further agrees not to place any portable signs or banners of any kind outside of the Premises.

EXHIBIT "C-1"
IMPROVEMENTS

1. Remove chain link fence and gate.
2. Mark 22 existing parking spaces reserved.
3. Stripe and mark assigned 4 parking spaces.
4. Keyless entry system and door buzz system.
5. Paint all existing office spaces and hallways.
6. Replace damaged or stained ceiling tiles in conference room.
7. Finish evidence room for Precinct 4 (Storage 10) after Tenant installs ceiling and provides drywall on walls that do not currently have drywall.
8. Install deadbolt lock on Precinct 4 evidence room.
9. Provide ventilation for Precinct 4 evidence room after Tenant installs ceiling and provides drywall on walls that do not currently have drywall.
10. Install ceiling in existing warehouse bathroom.
11. Finish and provide fixtures for 10'×10' women's bathroom in warehouse after Tenant installs plumbing and completes framing. The bathroom will have two toilets and a lavatory.

EXHIBIT "C-2"
TENANT IMPROVEMENTS

SCOPE OF PROPOSED WORK

- Add women's restroom w/ 2 stalls directly behind office 12 in warehouse area
- Add security entrance at hallway in lobby area
- All electrical wiring and fixtures, HVAC and plumbing will be supplied by vendor
- Data and any additional communication equipment will be provide by the City

EVIDENCE ROOM:
Room shall be constructed with steel stud members. Interior walls will be and ceiling will be sheathed w/ 5/8" plywood (screwed). Roof construction shall consist of 2x8 wood w/ 5/8" plywood above the deck. Solid core door with clients preferred locking mechanism.

WOMEN'S RESTROOM:
Restroom will be 10' x 10' (100 sq. ft.) and will consist of two stalls and a sink.

SECURITY ENTRANCE:
Entrance is to be located on the left side of the lobby near the restroom door. This entrance shall serve as a buffer between the public and staff and shall be electronically operated by staff only. This door will be solid core wood or steel.

14

ORDER AUTHORIZING THE MAYOR TO APPROVE THE REPAIRS AT THE JACKSON POLICE DEPARTMENT'S PRECINCT ONE AND APPROPRIATING FUNDS FROM THE MODERNIZATION FUND FOR CANOPY RESTORATION AND INTERIOR FLOOR REPLACEMENT

WHEREAS, the City of Jackson Police Department's Precinct One, located at 810 Cooper Road, Jackson, Mississippi 39212, has existing interior flooring and exterior canopy that have deteriorated due to age and continued use, resulting in unsafe conditions that present potential hazards to employees and members of the public. The Jackson Police Department recommends that the governing authorities authorize the Mayor to move forward with the improvements with Construction and Renovation, Inc. (Canopy Restoration Improvement project) and Paradise Flooring, LLC (Interior Floor Replacement Improvement project), for a total project cost not-to-exceed $62,891.38, with funding appropriated from the Modernization Fund; and,

WHEREAS, the City of Jackson owns 810 Cooper Road and replacement of the interior flooring and restoration of the exterior canopy are necessary capital improvements to preserve the facility, reduce liability, and provide a safe, functional, and accessible environment for all individuals utilizing the building. Further, Precinct One serves as an operational facility and is utilized by City employees, residents, community members, and other governmental personnel; and,

WHEREAS, for the **Canopy Restoration Improvement** project, Construction and Renovation, Inc. submitted the lowest responsive and responsible proposal and scope of work, including demolition and replacement of the roof decking, soffit and fascia resurfacing, and a one-year workmanship warranty. The following quotes were obtained for this project:

Quote 1: Construction and Renovation, Inc., located at 6024 Floral Drive, Jackson, Mississippi 39206, with a quote not-to-exceed $13,400.00

Quote 2: Malone Roofing Services, LLC, located at 185 Davis Drive, Richland, Mississippi 39218, with a quote not-to-exceed $13,650.00; and,

WHEREAS, for the **Interior Floor Replacement Improvement** project, although Paradise Flooring, LLC did not submit the lowest bid, the company is headquartered within the City of Jackson, and the City has determined that awarding the contract to a local business provides added value through enhanced project coordination, accessibility, responsiveness, and support of the local economy. The following quotes were obtained for this project:

Quote 1: Paradise Flooring, LLC located at 333 James Garfield Circle, Jackson, Mississippi 39213, with a quote not-to-exceed $49,491.38, which includes mobilization fees ($19,755.60)

Quote 2: Craft Croswell, located at 116 Ridgeland Plaza, Ridgeland, Mississippi 39157, with a quote not-to-exceed $45,630.00; and,

Agenda Item No. 14
8.25.2026
(Brackney, Horhn)

WHEREAS, the total not-to-exceed amount for the two projects is $62,891.38 and the governing authorities find that funding these improvements through the Modernization Fund is in the best interest of the City and necessary to maintain public facilities in a safe and serviceable condition.

NOW, THEREFORE, IT IS ORDERED that the Mayor is authorized to execute all necessary documents to award the Canopy Restoration project to **Construction and Renovation, Inc.** in the amount of **$13,400.00** and Interior Floor Replacement project to **Paradise Flooring, LLC** in the amount of **$49,491.00**, the for a total project cost not to exceed **$62,891.00**.

IT IS FURTHER ORDERED that funding is appropriated from the Modernization Fund.

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 APPROVE THE REPAIRS AT JACKSON POLICE DEPARTMENT'S PRECINCT ONE AND APPROPRIATING FUNDS FROM THE MODERNIZATION FUND FOR CANOPY RESTORATION AND INTERIOR FLOOR REPLACEMENT** is legally sufficient for placement in NOVUS Agenda.

Sondra D. Moncure — 8/18/26

Sondra Moncure, *Special Assistant* **Date**
Chelsea Chicosky, *Deputy City Attorney*

RaShall Brackney, Ph.D.
Chief of Police
Jackson Police Department
Leadership • Integrity • Accountability
Memorandum 42-2026

To: **Honorable John Horhn, Mayor**

From: **RaShall M. Brackney, Ph.D.**
Chief of Police

7.31.26

Date: **July 31, 2026**

Re: Capital Repair Funding Recommendation
Precinct One – 810 Cooper Road, Jackson, MS 39212

Precinct One, located at **810 Cooper Road, Jackson, MS 39212**, requires two critical capital repair projects: **interior floor replacement** and **canopy restoration**. The current condition of both the flooring and exterior canopy has significantly deteriorated, creating safety hazards and unfavorable working conditions for City of Jackson employees, residents, community members, and other City personnel who utilize the facility.

To address these issues, the City solicited quotes from qualified contractors for each project.

Scope 1: Interior Floor Replacement

The following quotes were received:

- **Craft Croswell: $45,630.00**
- **Paradise Flooring: $49,491.00** *(includes a mobilization fee of $19,755.60)*

While **Craft Croswell** submitted the lower bid, **Paradise Flooring** is recommended for this project. Although its proposal includes a mobilization fee and results in a higher total cost, Paradise Flooring is a Jackson-based business. Selecting a local contractor supports the local economy, provides greater accessibility for project coordination, and offers potential advantages for responsiveness and follow-up service throughout the project.

Scope 2: Canopy Restoration

The following quotes were received:

- **Construction and Renovation, Inc.: $13,400.00**
- **Malone Roofing Services, LLC: $13,650.00**

Memorandum 42-2026
Capital Repair Funding Recommendation
Precinct One – 810 Cooper Road, Jackson, MS 39212

Construction and Renovation, Inc. is recommended for this project as it submitted the lowest responsive quote while providing the same scope of work as Malone Roofing Services, LLC. The proposed work includes demolition and replacement of the roof decking, resurfacing of all soffit and fascia components, and a one-year workmanship warranty.

Recommendation

Approval is requested to proceed with the recommended contractors for the identified capital repair projects. The recommended awards are **Paradise Flooring** for the interior floor replacement in the amount of **$49,491.00** and **Construction and Renovation, Inc.** for the canopy restoration in the amount of **$13,400.00**, for a **total project cost of $62,891.00**.

These improvements are necessary to eliminate existing safety hazards, preserve the integrity of the facility, and provide a safe and functional environment for City employees, residents, and visitors who utilize the facility.

It is recommended that **$62,891.00** be allocated from the **Modernization Fund** to support these capital repair projects.

RaShall M. Brackney, Ph.D.

Chief of Police

Cc: file
Attachments

RaShall Brackney, Ph.D.
Chief of Police
Jackson Police Department
Leadership • Integrity • Accountability

To: **RaShall Brackney, Ph.D., Chief of Police**

From: **Michael X. Outland, Sr., Captain, Planning & Research**

Date: **Friday, July 17, 2026**

Re: **Precinct One Repair Request**

OFFICE OF THE CHIEF

JUL 17 2026

RECEIVED

This memorandum requests approval to fund two capital repair projects at Precinct One, located at 810 Cooper Road, Jackson, Mississippi 39212. The requested work includes interior flooring replacement and exterior canopy restoration. I recommend that funding for both projects be drawn from the Modernization Fund.

Precinct One is a city-owned facility that houses patrol operations, investigative personnel, and administrative staff who serve the surrounding community daily. The building's flooring and front canopy have deteriorated to a point that affects both the professional presentation of the facility and the safety of personnel and visitors who use it. The canopy shows visible structural damage to the underside of the plaster, posing an active hazard at the main entrance.

Addressing these conditions now represents a sound capital investment. The Department already owns the asset, and these repairs extend the building's useful life rather than deferring costs that will only grow with continued exposure to weather and daily use. Because the City retains ownership of Precinct One, this investment builds long-term value for the City and supports the facility's continued operational readiness.

In keeping with Mississippi procurement requirements, competitive quotes were obtained for each scope of work. All quotes received are documented below for the record.

Scope 1: Interior Flooring Replacement

Vendor	Quote No. / Date	Scope Summary	Amount
Craft Croswell (Cornerstone Flooring)	Quote #144566, dated 7/8/2026	1st floor VCT installation, 2nd floor LVT installation, base, quarter round, stair treads, floor patch, and demo	$45,630.00
Paradise Flooring	Estimate #DSU03-2035, dated 7/15/2026	LVP installation (3,245.50 sq ft), carpet removal, VCT installation (3,326 sq ft), stair thread replacement, quarter round, and materials	$49,491.38, plus a noted mobilization fee of $19,755.60

Recommendation: Craft Croswell, in the amount of $45,630.00. This quote reflects the lower total cost and includes a complete scope with no separately itemized mobilization fee.

Scope 2: Canopy Restoration

Vendor	Quote No. / Date	Scope Summary	Amount
Construction & Renovation, Inc.	Proposal dated 7/17/2026	Demolition of plaster at underside of existing canopy, resurfacing, new elevated metal roofing for drainage, and metal support brackets	$13,400.00
Malone Roofing Services, LLC	Proposal #PR-26-1255-01, dated 7/7/2026	Demolition and replacement of roof decking as needed, new TPO roofing system, edge flashing, stucco and lath repair, soffit and fascia resurfacing, and a one year workmanship warranty	$13,650.00

Recommendation: Construction & Renovation, Inc., in the amount of $13,400.00. This quote reflects the lower total cost while addressing the same structural and cosmetic deficiencies identified at the canopy.

Total Funding Request

Line Item	Amount
Flooring Replacement, Craft Croswell	$45,630.00
Canopy Restoration, Construction & Renovation, Inc.	$13,400.00
Total Requested from Modernization Fund	**$59,030.00**

I respectfully request that funding for both projects be allocated from the Modernization Fund. This funding source is well-suited to the scope of this work, as both projects represent facility upgrades that improve the long-term condition and value of a city-owned asset rather than routine maintenance.

I recommend proceeding with Craft Croswell for the flooring scope and with Construction & Renovation, Inc. for the canopy scope, with combined funding of $59,030.00 to be drawn from the Modernization Fund. I am available to provide any additional documentation needed to support this request.

Michael X. Outland, Sr.

Michael X. Outland, Sr., Captain

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE:

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This project provides critical capital improvements to the Jackson Police Department Precinct One facility located at **810 Cooper Road, Jackson, Mississippi**. The work includes replacement of deteriorated interior flooring and restoration of the exterior canopy
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 (2), Quality of Life (7) and Infrastructure (6).
3.	**Who will be affected**	Employees, residents and visitors to Precinct One
4.	**Benefits**	To address safety hazards, improve the structural integrity of the facility, and provide a safe and functional environment for City employees, residents, and visitors.
5.	**Schedule (beginning date)**	Upon Council's Approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ ▪ **Project limits if applicable**	Ward 2
7.	**Action implemented by:** ▪ **City Department** ▪ **Consultant**	
8.	**COST**	$62,891.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ▪ **Bond** ▪ **Other**	Modernization Acct: 372.44240.6812
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

I pulled this from the County's site. LM

Hinds County
MISSISSIPPI
FOUNDED 1821 * POPULATION 248,645

HindsCountyMs.com | Database | Back | Print Page

Landroll Detail

Parcel Number	Map Reference Number
854-161	788.00 1 26.00 — View Map, Property Taxes, Gis Map
Subdivision No.	Homestead Exemption Account Numbers
STR	

Assessed Owner
CITY OF JACKSON
P O BOX 2779 JACKSON MS 39207 ATTN MICHELLE M PURVIS
Location
810 COOPER RD
Legal Description
95 FT S/S COOPER RD X 100 FT N & S BEG 864.02 FT E OF C/L RAINEY RD MID PT N/S N 1/2 NW 1/4 NE 1/4 SEC 25 T5 R1W LESS TO CITY FOR ST

Acreage Info.	
Cultivated Acres	0.00
Uncultivated Acres	0.00

Assessed Values	
Land Value	0
Improvement Value	0
Total	0
Appraised Values	
Land Value	0
Improvement Value	0
Total	0
Building Info.	
Type	OFF
Base Area	4,332
Adjusted Area	7,807
Year Built	1965
Deed Info.	
Book & Page	6563-0852
Date	09/29/2006

Back Search

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MISSISSIPPI

Quote

Craft Croswell
RIDGELAND

Quote # 144566
Customer PO
Contract #
Date 7/8/2026
Sales Person1 Belinda Goza
Sales Person2

For:

BID PROPOSAL-RIDGELAND
116 Ridgeland Plaza
Ridgeland, MS 39157

Ship To:

CITY OF JACKSON
810 COOPER ROAD
PRECINCT 1- 1ST@ 2ND FLOOR
JACKSON, MS 39212

Quantity	General Information / Description	Unit Cost	Total
Information			
	CLARIFICATIONS: -REMOVAL OF PERSONAL BELONGINGS AND IT EQUIPMENT BY OWNER		
1 EA	1ST FLOOR: TARKETT VCT II 569 EBONY VCT INCLUDES WAXING	$45,630.00	$45,630.00
	2ND FLOOR: MOHAWK ELAN VALLEY 2.5 MM 868 DAGNY LVT		
	4" BLACK BASE WHERE NEEDED		
	PRIMED QUARTER ROUND AT EXISTING WOOD BASE, PAINTING BY OTHERS		
	RAISED ROUND BLACK RUBBER STAIR TREADS WITH 6" BLACK BASE RISERS		
	UP TO 62 BAGS OF FLOOR PATCH		
	DEMO		

	Total
Grand Total	$45,630.00

Deposit _____ Date Ck # $

Conditions

GENERAL: Proposal is valid for 30 days. The Client/Contractor is responsible for preparing and delivering all surfaces in accordance with the flooring manufacturer's recommendations and the contract documents, including tolerances for moisture, pH, and surface variation. CFC/CC shall have no duty to test or independently determine these tolerances. The Client/Contractor shall provide and maintain climate control, electrical access, running water, adequate lighting, toilet facilities, and a dumpster for the duration of the installation. CFC/CC reserves the right to utilize lower-tier subcontractors for labor.

If material prices increase due to force majeure, tariffs, acts of God, increased energy costs, raw material shortages, or similar conditions occurring between the date of this proposal and the date materials are received by CFC/CC, the contract value will be increased to reflect such changes.

SPECIAL: Unless stated otherwise, this proposal excludes bonds, final cleaning, wax, polish, sealers, protection of finished work, floor patch, removal of substrate contaminants such as paint or drywall compound, removal of existing

Quantity	General Information / Description	Unit Cost	Total

flooring/adhesive/mortar, testing, moisture barriers or mitigation, asbestos remediation, concrete correction, stone, terrazzo, acoustical underlayment(s), ceiling and exterior finishes, epoxy products, and mud beds.

All floor patch not specifically included in this proposal will be reimbursed at the rate of $85/bag for material and labor.

Buyer _____ Date _____ Seller BELINDA GOZA Date _____

Construction & Renovation, Inc.
6024 Floral Drive
Jackson, MS 39206
601-212-3104

July 17,2026

Attn: Stan Arnold
City of Jackson
219- South President Street
Jackson, MS 39201

Re: Police Station # 1
810 Cooper Road
Jackson, MS 39212

Scope of Work: Contractor propose to demo plaster at underside of existing canopy. Resurface with new material. The top of the canopy will have new metal roofing elevated for drainage. The Contractor will add metal brackets for support and style.

Cost ----------$13,400.00

Thank you
Jerome Myers, Contractor

MALONE

ROOFING • METAL WALLS • MAINTENANCE

Proposal

185 Davis Johnson Drive | Richland MS 39218 | Ph. (601) 709-2391 | Fax (601) 658-9815

Tuesday, July 07, 2026

Proposal No: PR-26-1255-01

To: Capt. Abraham Thompson
Jackson Police Department
athompson@city.jackson.ms.us

License No: 19624-MC

Project: Roof Install
Jackson Police Department - Precinct 1
Precinct 1, Cooper Road, Jackson, MS, USA
Jackson MS 39212

SCOPE OF WORK

- Demo existing roof on front canopy to decking. (Approx: 7'x15')
- Remove and replace rotten roof decking as needed.
- Install new 2" insultaion per manufacturer requirements.
- Mechanically attach new TPO roofing to manufacturer's specifications.
- Provide and install new edge flashing and coping cap.
- Provide subcontractor to demo loose stucco and facia around canopy.
- Install new metal lath and trim as needed.
- Apply 3 coat cement stucco to match existing with acrylic finish.
- Resurface entire soffit and fascia to blend in patched areas.
- Provide 1-year workmanship warranty.

EXCLUSIONS

- Any replacement of damaged or defective, framing, blocking, sheathing, roof drains.
- Any Mechanical/Electrical/Plumbing work..
- Any work on any roof areas not indicated on the roof layout below.

NOTES

- This proposal ***includes*** forklifts, dumpsters, and toilets as needed.

- Permits are ***included*** in this proposal.
- Sales tax ***is not*** included in this proposal.
- Performance and payment bonds are ***not*** included in this proposal. If needed add, 1.5% or a minimum of $500.00.
- Malone plans to access these roofs from the exterior of the building.
- Customer to allow access for forklifts and dumpsters and laydown yard of at least 3,000 sf.
- Customer warrants he/she has personally read and understands the terms and conditions on the following page of this proposal and that the contract between the parties is subject to these terms and conditions.
- **Malone will accept this signed proposal, or a Standard AIA A401 Contract. If customer chooses to provide a custom contract, please allow 2-3 weeks for a contract review. If the custom contract is less than $10,000 please add $300 for review.**
- Malone reserves the right to withdraw this proposal if not accepted within 15 days.
- ***Due to high volatility in material prices and issues with availability of materials, the price(s) provided in this proposal is/are subject to change, and performance of the work may be delayed if materials are unavailable or if delivery is delayed.***

ROOF OUTLINE

The Scope of Work is based on the Roof Outline below.



PRICING

Bid #1 **$ 13,650.00** ☐

Total Price: _____

ACCEPTANCE

Customer Acceptance		Malone Roofing Services, LLC	
Signature:		**Signature:**	
Name:	Capt. Abraham Thompson	**Name:**	Wesley Alexander
Title:		**Title:**	Sales Manager
Company:	Jackson Police Department	**Company:**	Malone Roofing Services, LLC
Phone:	(769) 218-6316	**Phone:**	(601) 622-8410
Email:	athompson@city.jackson.ms.us	**Email:**	wesley@maloneroofingservices.com
Date:		**Date:**	Jul 07, 2026

TERMS & CONDITIONS

1. Nature of Work. E. Cornell Malone Corp. and/or Malone Roofing Services, LLC ("Contractor") shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Contractor does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. If plans, specifications or other design documents have been furnished to Contractor, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Contractor is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Contractor from the contract documents. Contractor is not responsible for location of roof drains, adequacy of drainage, ponding on the roof or structural conditions.

2. Commencement of Work. Customer warrants that the structures on which Contractor is to work are in sound condition and capable of withstanding normal activities of roofing construction, equipment and operations. Contractor's prosecution of the roof work indicates only that the surface of the deck appears satisfactory to Contractor to attach roofing materials. Contractor is not responsible for the construction, undulations or structural sufficiency of the roof deck or other trades' work or design.

3. Asbestos and Toxic Materials. This proposal is based on Contractor's not coming into contact with asbestos-containing or toxic materials. Contractor is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic materials. Contractor shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site. Customer agrees to indemnify Contractor from and against any liability, damages, losses, claims, demands or citations arising out of the presence of asbestos or toxic materials at the work site.

4. Payment. Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Contractor by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1-1/2% per month. Contractor shall be entitled to recover from Customer costs of collection, including attorney's fees, resulting from Customer's failure to make proper payment when due. Contractor's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing.

5. Right to Stop Work. The failure of Customer to make proper payment to Contractor when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Contractor, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which Contractor shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid Contractor shall be increased by the amount of Contractor's reasonable costs of shut-down, delay and start-up.

6. Insurance. Contractor shall carry worker's compensation, automobile and commercial general liability insurance. Contractor will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, including the labor and materials furnished by Contractor, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted. Moneys owed to Contractor shall not be withheld by reason of any damage or claim against Contractor covered by liability or property damage insurance maintained by Contractor or claims covered under builder's risk insurance.

7. Additional Insured. If Customer requires and Contractor agrees to name Customer or others as additional insureds on Contractor's liability insurance policy, Customer and Contractor agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Contractor and is not intended to make the Contractor's insurer liable for claims that are due to the fault of the additional insured.

8. Interior Protection. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor shall not be responsible for disturbance, damage, clean up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Contractor harmless from claims of tenants who were not so notified and did not provide protection.

9. Damages and Delays. Contractor will not be responsible for damage done to Contractor's Work by others. Any repairing of the same by Contractor will be charged as an extra. Contractor shall not be liable for liquidated or delay damages due to a delay in completion of the Project unless the delay was caused by Contractor. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, accidents, fire, weather, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, delay in delivery of materials, or shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

10. Roof Projections. Contractor will flash all projections through roofing that are shown on the architectural plans provided to Contractor and that are in place prior to installation of roofing. Any penetrations through the roofing to be installed by Contractor not shown on the plans provided to Contractor prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and Contractor shall be compensated at its customary time and material rates.

11. Wind Loads or Uplift Pressures. Design Professional is responsible to design the work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. Contractor is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, Contractor's bid is based solely on manufacturer's printed test results. Contractor itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.

12. Backcharges. No backcharges or claims for payment of services or materials and equipment furnished by Customer to Contractor shall be valid unless previously authorized in writing by Contractor and unless written notice is given to Contractor within five (5) days of the event, act or omission which is the basis of the backcharge.

13. Electrical Safety. Owner warrants that there will be no live power lines on or near the roof servicing the building where Contractor will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to Contractor's employees. Contractor's price is based upon there not being electrical conduit or other materials embedded within the roof assembly or attached directly to the underside or topside of the roof deck upon which Contractor will be working. Owner will indemnify Contractor from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to Contractor's personnel or resulting from the presence of concealed electrical conduit and live electrical power. Contractor is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines.

14. Availability of Site. Contractor shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Contractor shall not be required to begin work until underlying areas are ready and acceptable to receive Contractor's work and sufficient areas of roof deck are clear and available and free from snow, water or debris to allow for continuous full operation. The expense of any extra trips by Contractor to and from the job as a result of the job not being ready for the Work after Contractor has been notified to proceed will be charged as an extra.

15. Warranty. Contractor's work will be warranted by Contractor in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of Contractor's standard warranty is attached or, if not, will be furnished upon request. Contractor SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Contractor. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.

16. Existing Conditions. Contractor is not responsible for leakage due to existing conditions through the existing roof or other portions of the building that have not yet been re-roofed by Contractor.

17. Mold. Contractor and Owner are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to Contractor if Owner believes there are roof leaks, to correct the condition. Upon receiving notice, Contractor will make roof repairs. The Owner is responsible for monitoring any leak areas and for indoor air quality. Contractor is not responsible for indoor air quality. Owner shall hold harmless and indemnify Contractor from claims due to indoor air quality and resulting from a failure by Owner to maintain the building in a manner to avoid growth of mold. Customer agrees to indemnify and hold harmless Contractor from claims brought by tenants and third parties arising from mold growth.

18. Material Cost Escalation. Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control of Contractor. If there is an increase in these or other roofing products to be used in the performance of the work between the date of this proposal and the time when the work is to be performed, the amount of the contract shall be increased to reflect the additional cost to the roofing Contractor, upon submittal of written documentation and advance notice.

19. Material References. Contractor is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R-value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

20. Tolerances. All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.

21. Fumes and Emissions. Customer acknowledges that odors and emissions from roofing products will be released and noise will be generated as part of the roofing operations to be performed by Contractor. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold Contractor harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

22. Oil-canning. Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factors such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the roofing Contractor. The type of metal roofing panels specified can affect the degree of oil-canning. Contractor is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

23. Dispute Resolution. Any dispute between the Contractor and Customer arising out of or related to the Work or this Contract (including the interpretation of this Contract) shall be decided by arbitration. Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree to otherwise. This arbitration agreement shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator(s) shall be final and a judgment may be entered upon it in any Court having jurisdiction thereof. However, notwithstanding anything herein to the contrary and as an exception to this arbitration agreement, any claim by Contractor seeking to collect any amounts owed under this Contract may, at Contractor's sole discretion, be adjudicated through either litigation or arbitration, and, in the event that Contractor elects to proceed in litigation: (a) the state and federal courts for Rankin County, Mississippi shall have exclusive jurisdiction over and be the exclusive venue for the adjudication of any such claims, and (b) Contractor and Guarantor and Customer waive any right to a jury trial in connection with any such claims.

ser Actions

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Name History

Name	Name Type
CONSTRUCTION & RENOVATION, INC.	Legal

Business Information

Business Type:	Profit Corporation
Business ID:	714525
Status:	Good Standing
Effective Date:	03/19/2002
State of Incorporation:	Mississippi
Principal Office Address:	6024 Floral Drive, 6024 Floral Drive Jackson, MS 39206

Registered Agent

Name
JEROME MYERS
6024 FLORAL DRIVE
JACKSON, MS 39206

Officers & Directors

Name	Title
H Fariss Crisler Iii 811 E River Place Ste 202 Jackson, MS 39202	Incorporator
Jerome Myers 6024 Floral Drive Jackson, MS 39206	Director, President
Martha Myers 6024 Floral Drive Jackson, MS 39206	

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Name History

Name	Name Type
Paradise Flooring LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	914397
Status:	Dissolved
Effective Date:	06/20/2007
State of Incorporation:	Mississippi
Principal Office Address:	139 MAIN STREET LIBERTY, MS 39645

Registered Agent

Name
Pursell, Dennis
139 Main Street;PO Box 409
Liberty, MS 39645

Officers & Directors

Name	Title
Dennis Pursell 4402 Old 24 Compromise RoadPO Box 499 Liberty, MS 39645	Other
Dennis Pursell Sr 139 MAIN STREET LIBERTY, MS 39645	Member
Dennis Pursell Sr 139 MAIN STREET LIBERTY, MS 39645	

ESTIMATE

Kawun Fisher
333 James Garfield Dr
Jackson, MS 39213

paradiseflooring.el@gmail.com
+1 (769) 666-4259



Bill to
Precinct 1 city of jackson

Estimate details
Estimate no.: DSU03-2035
Estimate date: 07/15/2026

#	Product or service	Description
1.	L.V.P.	Installation of 3245.50sq ft LVP removal of carpet and, preparation for instal
2.	Stair Thread	removal of 20 old threads and put new black threads in
3.	quarter round	install 900 ft quarter round
4.	VCT	Install 3326sq ft of vct, remove carpet plus paint off floor.
5.	Materials.... 332Bsq ft vct / 3245.50sq of LVP / 60ft of stair threads / 900ft quarter round/& glue	
	Subtotal	Subtotal

Total **$49,491.38**

Note to customer

THERE WILL BE A MOBILIZATION FEE OF 19755.60

Accepted date **Accepted by**

15

ORDER RATIFYING THE JACKSON POLICE DEPARTMENT'S SUBMISSION OF AN APPLICATION TO THE DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, FOR THE BUREAU OF JUSTICE ASSISTANCE FISCAL YEAR 2025 COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE USE PROGRAM (COSSUP) GRANT REQUESTING $1,300,000.00; AND, IF AWARDED, AUTHORIZING THE MAYOR TO ACCEPT THE GRANT AWARD AND TO EXECUTE THE GRANT AGREEMENT AND ALL RELATED DOCUMENTS

WHEREAS, the City of Jackson, on behalf of the Jackson Police Department (JPD), recommends that the City Council ratify the Department's submission of an application to the Department of Justice, Office of Justice Programs, for the Bureau of Justice Assistance (BJA) FY 2025 *Comprehensive Opioid, Stimulant, and Substance Use, Site-Based Program* (COSSUP) for a requested award of **$1,300,000.00** and, if awarded, to authorize the Mayor to accept the grant award and to execute the grant agreement and all related documents; and,

WHEREAS, grant funds will strengthen the JPD's response to substance use, drug trafficking, and overdose-related incidents; and,

WHEREAS, grant funds will promote and support cross-sector collaboration, including coordination with local, state, and federal partners, to address substance use disorders through a comprehensive public safety and public health approach; and,

WHEREAS, the JPD requested a grant amount of **$1,300,000.00** and no matching funds are required for receipt of the funding; and,

WHEREAS, the Department of Justice's *Notice of Grant Funding Opportunity* identifies a performance period of June 01, 2026, through May 31, 2029, for a term of thirty-six (36) months. The JPD represents, however, that the actual performance period will be established upon execution of the final grant agreement, as the BJA has not yet announced the grant awards; and,

WHEREAS, as set forth in the grant application, the JPD proposes to allocate the grant funds to enhance its investigative capacity, intelligence gathering, operational effectiveness, and targeted enforcement efforts to disrupt drug trafficking organizations and reduce the distribution of illicit substances within the City of Jackson. Specifically, the JPD proposes to allocate the grant funds over a three-year period as follows:

Travel: $41,424.00 ($13,808.00 per year) for up to four staff with costs for transportation, meals, and lodging for law enforcement to attend grant-relevant training; and,

Equipment: $769,986.00 (256,662.00 per year). Equipment necessary to investigate, disrupt, and deter illicit drug trafficking and the unlawful distribution of opioids, support prescription drug recovery programs for unused controlled substances, and facilitate training and program operations, including hand-held narcotics analyzers, automatic license plate readers (ALPRs), unmanned aircraft systems with license and subscription costs,

Agenda Item No. 15
8.25.2026
(Brackney, Horhn)

Narcotic K-9 with handler training, shields, helmets, pads, and tactical vests, and other equipment more particularly set forth in the grant application budget; and,

Supplies: $590.00; and,

Community-based provider contract(s): $488,000.00 ($163,000.00 per year). The Department proposes to procure at least one qualified community-based provider through a competitive procurement process to support the JPD's Initiative by delivering intervention services, case management, peer recovery support, behavioral health referrals, resource navigation, and community outreach for individuals affected by substance use disorders. The selected provider will also assist with referral coordination and other recovery-focused services designed to reduce recidivism, promote treatment, and strengthen public safety. Any resulting contract will be presented to the City Council for approval prior to execution; and,

WHEREAS, the City Council finds that ratification of the grant application preserves the City's opportunity to compete for grant funding while maintaining the Council's authority over the acceptance, appropriation, and expenditure of any awarded funds; and,

WHEREAS, to avoid forfeiting the opportunity to compete for such funding, the JPD submitted a grant application to the to the Department of Justice, Office of Justice Programs, on May 11, 2026, after completing the City's *Approval to Apply for Grant Form*, but before Council approval could be obtained. The only action taken before presentation to the City Council was the timely submission of the grant application to preserve the City's eligibility for funding; and,

WHEREAS, the Department represents that it has not expended any grant funds, incurred any financial obligation, or otherwise taken any action requiring ratification beyond the submission of the grant application; and,

WHEREAS, ratification of the grant application does not authorize the expenditure of grant funds or the execution of contracts except as otherwise authorized by law or subsequent Council approval; and,

WHEREAS, pursuant to Miss. Code Ann. § 21-17-1(10), the City Council is authorized to accept grants on behalf of the City and finds that ratification of the grant application is in the City's best interests because it preserves the City's eligibility for grant funding without obligating municipal funds or waiving compliance with applicable law.

IT IS THEREFORE HEREBY ORDERED that the Jackson Police Department's submission of the application to the Department of Justice, Office of Justice Programs, for the Bureau of Justice Assistance (BJA) FY 2025 *Comprehensive Opioid, Stimulant, and Substance Use, Site-Based Program* (COSSUP) for a requested award of **$1,300,000.00** is ratified.

IT IS FURTHER ORDERED that, if awarded, the Mayor is authorized to accept the grant award and execute all agreements and other documents necessary to implement the grant.

IT IS FURTHER ORDERED that nothing herein shall be construed as negating or waiving compliance with state purchasing laws or City of Jackson procurement requirements and if the grant funds are awarded, the Department will return to the City Council for approval of any required appropriations, contracts, or other actions required by law.

IT IS FURTHER ORDERED that any awarded funds shall be utilized in the performance period outlined in the Grant Agreement.

APPROVED FOR AGENDA:_____
DATE:_____
By: BRACKNEY, HORHN

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: July 31, 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER RATIFYING THE JACKSON POLICE DEPARTMENT'S SUBMISSION OF AN APPLICATION TO THE DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, FOR THE BUREAU OF JUSTICE ASSISTANCE FISCAL YEAR 2025 COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE USE PROGRAM (COSSUP) GRANT REQUESTING $1,300,000.00; AND, IF AWARDED, AUTHORIZING THE MAYOR TO ACCEPT THE GRANT AWARD AND TO EXECUTE THE GRANT AGREEMENT AND ALL RELATED DOCUMENTS
2.	**Public Policy Initiative** 1. **Youth & Education** 2. **Crime Prevention** 3. **Changes in City Government** 4. **Neighborhood Enhancement** 5. **Economic Development** 6. **Infrastructure and Transportation** 7. **Quality of Life**	Crime Prevention
3.	**Who will be affected**	City of Jackson
4.	**Benefits**	The Jackson Police Department's objective is to utilize funding of the FY 2025 Comprehensive Opioid, Stimulant, and Substance Use, Site-Based Program Grant to enhance the operations of JPDs Narcotics Division. This initiative will strengthen the department's capacity to address opioid, stimulant, and substance misuse through targeted enforcement, intelligence driven investigations, and coordinated overdose response efforts. The project will support the disruption of drug trafficking networks, reduce drug related crime, and improve public safety outcomes through collaboration with federal, state and local partners, including public health and treatment providers. This plan will incorporate date driven strategies, evidence based practices, and measurable performance outcomes, while expanding partnerships with community organizations to support prevention, diversion, and recovery efforts.
5.	**Schedule (beginning date)**	As per grant guidelines
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**	No matching funds required.
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ■ ▪ **Bond** ☐ ▪ **Other** ☐ ☐	$1,300,000.00
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A AABE _____% WAIVER yes ___ no ___ N/A WBE _____% WAIVER yes ___ no ___ N/A HBE _____% WAIVER yes ___ no ___ N/A NABE _____% WAIVER yes ___ no ___ N/A

RaShall Brackney, Ph.D.
Chief of Police
Jackson Police Department
Leadership • Integrity • Accountability

MEMORANDUM COP# 36-2026

To: **John Horhn, Mayor**

From: **RaShall Brackney, Ph.D.**
Chief of Police

Date: **July 20, 2026**

Re: **FY 2025 COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE USE, SITE-BASED PROGRAM GRANT (COSSUP)**

The Jackson Police Department has applied for the FY 2025 Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program Grant in the amount of $1,300,000.00 to enhance the operations and capabilities of the JPD Narcotics Division. This initiative will increase the department's ability to combat opioid, stimulant, and substance misuse through targeted enforcement efforts, intelligence-driven investigations, and coordinated overdose response strategies.

The project will support efforts to disrupt drug trafficking organizations, reduce drug-related crime, and improve public safety outcomes through collaboration with federal, state, and local partners, including public health agencies and treatment providers. The proposed plan will incorporate data-driven strategies, evidence-based practices, and measurable performance objectives while expanding partnerships with community organizations to strengthen prevention, diversion, and recovery initiatives.

RaShall Brackney, Ph.D.
Chief of Police

CC: file

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING THE JACKSON POLICE DEPARTMENT'S SUBMISSION OF AN APPLICATION TO THE DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS FOR THE BUREAU OF JUSTICE ASSISTANCE FISCAL YEAR 2025 COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE USE PROGRAM (COSSUP) GRANT REQUESTING $1,300,000.00; AND, IF AWARDED, AUTHORIZING THE MAYOR TO ACCEPT THE GRANT AWARD AND TO EXECUTE THE GRANT AGREEMENT AND ALL RELATED DOCUMENTS** is legally sufficient for placement in NOVUS Agenda.

8/4/26

Drew Martin, *City Attorney* **Date**

Chelsea Chicosky, *Deputy City Attorney* 8/3/26

OMB No. 1121-0329
Approval Expires 02/28/2027

BJA FY25 Comprehensive Opioid, Stimulant, and Substance Use, Site-Based Program

Anticipated Total Amount To Be Awarded Under This Funding Opportunity: $104,400,000

Anticipated Award Ceiling: $1,600,000 (Category 1a); $1,300,000 (Category 1b); $1,000,000 (Category 1c); $7,000,000 (Category 2); $1,000,000 (Category 3)

Anticipated Period of Performance Duration: 36 months

Funding Opportunity Number: O-BJA-2025-172485

Deadline to submit SF-424 in Grants.gov: **May 8, 2026, 11:59 PM Eastern Time**
Deadline to submit application in JustGrants: **May 11, 2026, 8:59 PM Eastern Time**

BJA
Bureau of Justice Assistance
U.S. Department of Justice

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BASIC INFORMATION

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is accepting applications for funding in response to this notice of funding opportunity (NOFO).

Agency Name	U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance
NOFO Title	BJA FY25 Comprehensive Opioid, Stimulant, and Substance Use, Site-Based Program
Announcement Type	Initial
Funding Opportunity Number	O-BJA-2025-172485
Assistance Listing Number	16.838

Executive Summary

This funding opportunity seeks to develop, implement or expand comprehensive programs in response to overdose deaths, illicit opioids, stimulants, and other substances of abuse. Through this program, state, territorial, local, and tribal governments can support law enforcement-related activities including efforts to locate and investigate illicit activities related to the unlawful distribution of opioids; increase access to prevention programs and overdose reversal medications; and expand treatment and recovery support services in the community and within correctional facilities.

Please see the Eligible Applicants section for the eligibility criteria.

OJP is committed to advancing work that furthers DOJ's mission to uphold the rule of law, to keep our country safe, and to protect civil rights. OJP provides federal leadership, funding, and other critical resources to directly support law enforcement, combat violent crime, protect American children, provide services to American crime victims, and address public safety challenges, including human trafficking and the opioid crisis.

Key Dates and Times

Funding Opportunity Release Date	March 25, 2026
Pre-Application Webinar	Details about a webinar for this NOFO will be provided at a later date. Please be sure to check BJA's Upcoming Events for further information.
SAM.gov Registration/Renewal	Begin process by March 25, 2026 and no later than April 20, 2026
Step 1: Grants.gov Application Deadline	11:59 p.m. Eastern Time on May 8, 2026
Step 2: JustGrants Application Deadline	8:59 p.m. Eastern Time on May 11, 2026

Funding Details

Anticipated Total Amount To Be Awarded Under This Funding Opportunity:
$104,400,000

- **Category 1: Local governments**
  - *C-BJA-2025-00097-PROD, Subcategory 1a: Local—Urban area or large jurisdiction*
    - Anticipated Number of Awards: 19
    - Anticipated Award Ceiling: Up to $1,600,000
    - Anticipated Period of Performance Start Date: June 1, 2026
    - Anticipated Period of Performance Duration: 36 months
  - *C-BJA-2025-00098-PROD, Subcategory 1b: Local—Suburban area or medium-size jurisdiction*
    - Anticipated Number of Awards: 20
    - Anticipated Award Ceiling: Up to $1,300,000
    - Anticipated Period of Performance Start Date: June 1, 2026
    - Anticipated Period of Performance Duration: 36 months
  - *C-BJA-2025-00099-PROD, Subcategory 1c: Local—Rural jurisdiction*
    - Anticipated Number of Awards: 10
    - Anticipated Award Ceiling: Up to $1,000,000
    - Anticipated Period of Performance Start Date: June 1, 2026
    - Anticipated Period of Performance Duration: 36 months
- **C-BJA-2025-00100-PROD, Category 2: State governments**
  - Anticipated Number of Awards: 4
  - Anticipated Award Ceiling: Up to $7,000,000
  - Anticipated Period of Performance Start Date: June 1, 2026
  - Anticipated Period of Performance Duration: 36 months
- **C-BJA-2025-00101-PROD, Category 3: Tribal governments**
  - Anticipated Number of Awards: 10
  - Anticipated Award Ceiling: Up to $1,000,000
  - Anticipated Period of Performance Start Date: June 1, 2026
  - Anticipated Period of Performance Duration: 36 months

Note: Applicants may propose a budget that is less than the anticipated award ceiling. amount. The budget should be reasonable to conduct the proposed project and be within the applicant's capacity to manage.

Availability of Funds

This funding opportunity, and awards under this funding opportunity, are subject to the availability of funding and any changes or additional requirements that may be imposed by the agency or by law. In addition, nothing in this NOFO is intended to, nor does it, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States or its departments, agencies, entities, officers, employees, agents, or any other person.

Statutory Authority

Authority for awards under this funding opportunity is provided by the Full-Year Continuing Appropriations Act, 2025 (Pub. L. No. 119-4, Div. A, Secs. 1101(a)(2) and 1301(4), 139 Stat. 9, 10-11, 17; see Pub. L. No. 118-42, 138 Stat. 25, 148-49, para. 15(F)).

Agency Contact Information

For assistance with the requirements of this funding opportunity:

OJP Response Center
Phone: 800-851-3420 or 202-353-5556 (TTY for hearing-impaired callers only)
Email: OJP.ResponseCenter@usdoj.gov
Hours of operation: 9:00 a.m. to 5:00 p.m. Eastern Time (ET) Monday–Friday

For assistance with **SAM.gov** (registration/renewal):

SAM.gov Help Desk
Web: SAM.gov Help Desk (Federal Service Desk)
Hours of operation: 8:00 a.m. to 8:00 p.m. ET Monday–Friday

For assistance with **Grants.gov** (registration, submission of the Application for Federal Assistance SF-424):

Grants.gov Customer Support Hotline
Phone: 800-518-4726, 606-545-5035
Email: support@grants.gov
Web: Grants.gov Customer Support
Hours of operation: 24 hours a day, 7 days a week, except on federal holidays

For assistance with **JustGrants** (registration, submission of full application):

JustGrants Service Desk
Phone: 833-872-5175
Email: JustGrants.Support@usdoj.gov
Hours of operation: 7:00 a.m. to 9:00 p.m. ET Monday–Friday and 9:00 a.m. to 5:00 p.m. ET on Saturday, Sunday, and federal holidays.

For procedures related to unforeseen technical issues beyond the control of the applicant that impact submission by the deadlines, see Experiencing Technical Issues Preventing Submission of an Application (Technical Waivers).

Resources for Applying

Pre-Application Webinar: Details about a webinar for this NOFO will be provided at a later date. Please be sure to check BJA's Upcoming Events for further information.

OJP Grant Application Resource Guide: Referred to as the "Application Resource Guide" throughout the NOFO, this resource provides guidance to help applicants for OJP funding prepare and submit their applications.

JustGrants Application Submission Training Webpage: Offers helpful information and resources on the grant application process.

Note: If this NOFO requires something different from any guidance provided in the Application Resource Guide, the difference will be noted in this NOFO and the applicant should follow the guidance in this NOFO.



ELIGIBILITY

Eligible Applicants

The types of entities that are eligible to apply for this funding opportunity are listed below:

- **Government Entities**
  - State governments
  - County governments
  - City or township governments
  - Special district governments
  - Native American tribal governments (federally recognized)
- **Other**
  - Other units of local government

State Government Entities: For the purposes of this NOFO, "state" means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

"Other" Entities Definition:

- **Other Units of Local Government:** For the purposes of this notice of funding opportunity, other units of local government include towns, boroughs, parishes, villages, or other general purpose political subdivisions of a state.

Additional Applicant Eligibility Factors

In order to request a federal grant award under this program, an applicant that is a State or local government entity must submit a certification (using only the template provided in Appendix 1, entitled "Certification by the Chief Executive Officer (or senior official) of the Applicant Government." Tribal government entities and educational organizations (e.g., public or state-controlled institutions of higher education) are not required to submit this certification. This certification is a basic minimum requirement of this funding opportunity, such that applications from applicants that are required to submit it and fail to do so, will be denied.

Also, such applicants should anticipate that awards to state or local government entities under this NOFO will include an award condition addressing compliance with 8 U.S.C. 1373.

Local Governments (Category 1): Applicants that are applying as local governments should ensure they apply under the appropriate subcategory, based on the population size of the jurisdiction receiving services, as noted below:

- Subcategory 1a: Local—Urban area or large jurisdiction. This includes an urban area or large jurisdiction with a population greater than 500,000.
- Subcategory 1b: Local—Suburban area or medium-size jurisdiction. This includes a suburban or medium-size jurisdiction with a population between 100,000 and 500,000.
- Subcategory 1c: Local—Rural jurisdiction. This includes a rural jurisdiction as defined by the Rural Health Grants Eligibility Analyzer. All jurisdictions that are not designated as rural via the analyzer but have a population of less than 100,000 should apply in subcategory 1b.

State Governments (Category 2): Applicants that are applying as state governments should ensure they apply under Category 2.

- Eligible state applicants include either the State Administering Agency (SAA) responsible for directing criminal justice planning, the State Alcohol and Substance Use Agency, or other state agency deemed appropriate to coordinate and manage the planning and implantation of the proposed project.
- State applicants must apply for funding on behalf of six or more jurisdictions or areas (including localities, judicial districts, tribal entities, regions, or other location designations affected by increases in substance use or high rates of illicit opioid distribution) within the state. The state must assume responsibility for the management, oversight, and evaluation of all projects identified.

Tribal Governments (Category 3): This includes all Native American tribal governments (federally recognized).

BJA may choose to fund applications submitted under this FY 2025 NOFO in future fiscal years, dependent on, among other considerations, the merit of the applications and the availability of appropriations.

Limit on Number of Applications

An applicant may submit more than one application if each application proposes a different project in response to the NOFO. For example, a state applicant may submit more than one application under Category 2 if each application proposes separate jurisdictions or focus areas and aligns with the goals of the NOFO. Additionally, local or tribal jurisdictions included as a jurisdiction recommended for funding in a Category 2 application may also apply as a direct grant recipient under Category 1. However, in either case, jurisdictions will not receive more than one award for the same project in the same fiscal year.

Applications under which two or more entities (project partners) would carry out the federal award will be considered. However, only one entity may be the applicant for the NOFO; any others must be proposed as subrecipients. See the Application Resource Guide for additional information on subawards.

An entity may be proposed as a subrecipient in more than one application.

Cost Sharing/Match Requirement

This NOFO does **not** require cost sharing/match.



PROGRAM DESCRIPTION

General Purpose of the Funding

COSSUP funds support the development, implementation, or expansion of comprehensive programs in response to overdose deaths, illicit opioids, stimulants, and other substances. Through this program, state, territorial, local, and tribal governments can support law enforcement-related activities, including efforts to locate and investigate illicit activities related to the unlawful distribution of opioids; increase access to prevention programs and overdose reversal medications; and expand treatment and recovery support services in the community, within correctional facilities and upon reentry.

Allowable Uses of Funds:

- Locating or investigating illicit activities related to the unlawful distribution of opioids.
- Pre-booking or post-booking alternative-to-incarceration treatment programs that serve individuals at high risk for overdose or substance abuse.
- Law enforcement and other first responder diversion programs. A variety of multidisciplinary overdose prevention, response, and diversion and referral models, led by law enforcement and other first responders, have emerged in communities throughout the nation. Education and prevention programs to connect law enforcement agencies with K–12 students.
- Prescription drug take-back programs for unused controlled substances found in the home and used by hospitals, long-term care facilities, and other facilities.
- Naloxone, including training on the use of naloxone, for law enforcement, first responders, criminal justice professionals, and communities.
- Embedding social services with law enforcement in order to respond rapidly to drug overdoses.
- Court-based intervention programs or family court programming to prioritize and expedite treatment and recovery services to individuals at high risk for overdose.
    - *Note: Funding is also available under other BJA and Office of Juvenile Justice and Delinquency Prevention (OJJDP) NOFOs to implement or enhance an adult treatment court, a juvenile drug court, a family treatment court, or a veterans treatment court.*
- Evidence-based treatment, such as medications for opioid use disorder, as well as recovery support services including transitional or recovery housing and peer recovery support services. No more than 30 percent of total grant funds may be used for transitional or recovery housing.
- Comprehensive, real-time, regional information collection, analysis, and dissemination.

Applicants should refer to Application Contents, Submission Requirements, and Deadlines: Budget Detail Form for information on allowable and unallowable costs that may inform the development of their project design.

Agency Funding Priorities

In order to advance public safety and help meet its mission, OJP will provide priority consideration applicants that propose (as applicable within the scope of this funding opportunity) projects designed to advance the goals listed below. Applicants seeking priority consideration

should specify in the proposal narrative (and in the budget detail form, as applicable) which of the following goal(s) the project is intended to advance and how it will do so:

(a) Directly supporting law enforcement operations (including immigration law enforcement operations);

(b) Combatting violent crime;

(c) Supporting services to American citizens;

(d) Protecting American children;

(e) Supporting American victims of trafficking and sexual assault; and

(f) State/local law enforcement efforts that are coordinated with federal law enforcement efforts (including immigration law enforcement efforts)—at minimum as shown by—

> (1) compliance with 8 U.S.C. § 1373, which provides that state and local government entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity; and
>
> (2) having in place a statute, ordinance, rule, regulation, policy, or practice that is designed to ensure both— (A) that agents of the United States acting under color of federal law in fact are given access to any pertinent correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States; and (B) that, when any such facility receives from the U.S. Department of Homeland Security a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility in fact will honor such request and (as early as practicable) provide the requested notice to such Department.

In addition to the agency priorities listed above, priority consideration will be given under this NOFO to applicants in states and units of local government that actively meet the below criteria, to the maximum extent permitted by law:

> (i) enforce prohibitions on open illicit drug use;
>
> (ii) enforce prohibitions on urban camping and loitering;
>
> (iii) enforce prohibitions on urban squatting;
>
> (iv) enforce, and where necessary, adopt, standards that address individuals who are a danger to themselves or others and suffer from serious mental illness or substance use disorder, or who are living on the streets and cannot care for themselves, through assisted outpatient treatment or by moving them into treatment centers or other appropriate facilities via civil commitment or other available means, to the maximum extent permitted by law; or

(v) for state applicants, substantially implement and comply with, to the extent required, the registration and notification obligations of the Sex Offender Registry and Notification Act, particularly in the case of registered sex offenders with no fixed address, including by adequately mapping and checking the location of homeless sex offenders.

Applicants seeking this additional priority consideration, should complete the "Agency Funding Priorities Inventory—Ending Crime and Disorder (Funding Priority Inventory 3)" in JustGrants to indicate which criteria they are actively meeting.

Note: Addressing these priority areas is one of many factors that OJP considers in making funding decisions. Receiving priority consideration for one or more priority areas does not guarantee a funding award.

Unallowable Uses of Funds

The following are certain unallowable costs and certain activities that are out of the program scope and will not be funded.

1. Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.
2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations that (1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.
3. As specified in the DOJ Grants Financial Guide, in Chapter 3.13 "Unallowable Costs" ("Legal Services for Aliens"), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply: (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

Program Goals and Objectives

Goal: The goal of COSSUP is to reduce the impact of opioids, stimulants, and other substances on individuals and communities—including a reduction in the number of overdose fatalities—and to mitigate the impacts on crime victims by supporting comprehensive, collaborative initiatives.

Objective 1: Increase access to and receipt of prevention, treatment, and recovery support services for individuals with substance use disorder in the community, in correctional settings, and upon reentry.

Objective 2: Reduce overdose deaths.

Objective 3: Support law enforcement-related efforts, including locating or investigating illicit activities related to the unlawful distribution of opioids to promote public safety.

How Awards Will Contribute to Program Goals/Objectives

The award recipients will plan, implement, or expand comprehensive programs that identify, respond to, treat, and support those impacted by illicit opioids, stimulants, or other substances. The recipients will focus on improving safety and health outcomes for individuals who come in contact with the criminal justice systems through comprehensive programs. These efforts will contribute to increased capacity at the local and state level to support treatment and recovery, reductions in overdose deaths, and improved public safety.

Expected Outcomes: Deliverables and Performance Measures

To achieve the goals and objectives of this funding opportunity, OJP has identified expected deliverables that must be produced by a recipient. OJP has also identified performance measures (pieces of data) that will indicate how a recipient is achieving the performance goals and objectives previously identified. Recipients will need to collect and report this performance measure data to OJP.

OJP will measure success by reviewing a recipient's submission of performance reports and data and the extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

Deliverables

Award recipients will be expected to develop and submit the deliverables listed below in the course of implementing their proposed project.

Category 1 Deliverables:

1. Implement one or more of the allowable activities.
2. Submit a final report documenting the interventions, outcomes, and lesson learned.

Category 2 Deliverables:

1. Support selected jurisdictions' planning and implementation of projects.
2. Submit a final report documenting the interventions, outcomes, and lessons learned.

Category 3 Deliverables:

1. Implement one or more of the allowable activities.
2. Submit a final report documenting the interventions, outcomes, and lessons learned.

In addition to deliverables, recipients under this funding are required to follow the standard Post-Award Requirements and Administration.

Performance Measures

OJP will require each award recipient to submit regular performance reports that communicate progress toward achieving the goals and objectives identified in Program Goals and Objectives. Applicants can visit OJP's performance measurement page at ojp.gov/performance for more information on performance measurement activities.

BJA will provide further guidance on performance measures and the post-award submission process to successful awardees.

Funding Instrument

OJP expects to make awards under this funding opportunity as grants. See the "Administrative, National Policy, and Other Legal Requirements" section of the Application Resource Guide for a brief discussion of important statutes, regulations, and award conditions.



APPLICATION CONTENTS, SUBMISSION REQUIREMENTS, AND DEADLINES

This NOFO contains all the information needed to apply for this funding opportunity. The application for this funding opportunity is submitted through web-based forms and attachments in Grants.gov and JustGrants through the steps that follow.

Unique Entity Identifier (UEI) and SAM.gov Registration

To submit an application, an applicant must have an active registration in the System for Award Management (SAM.gov). SAM.gov assigns entities a unique entity identifier (UEI) that is required for the entity to apply for federal funding. Applicants will enter their UEI with their application. Award recipients must then maintain an active UEI for the duration of their award's period of performance.

First-time Registration: Entities registering in SAM.gov for the first time will submit information about their entity type and structure, financial information (such as dates of the fiscal year, banking information, and executive compensation), entity points of contact, and other information. The information is reviewed and verified by SAM.gov, and then a UEI is issued. This process may take several weeks, so entities considering applying for funding should begin the registration process as soon as possible.

Renewing an Existing Registration: Entities must renew their SAM.gov registration every 12 months to keep it active. If an entity does not renew their SAM.gov registration, it will expire. An expired registration can delay or prevent the submission of an application for funding in Grants.gov and JustGrants.

Applicants are encouraged to start the SAM.gov registration or renewal process **at least 30 days prior to the application's Grants.gov deadline.** Applicants who fail to begin the registration or renewal process at least 10 business days prior to the Grants.gov deadline may not be able to complete the process in time and will not be considered for a technical waiver that allows for late submission.

Submission Instructions: Summary

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants. See Basic Information: Key Dates and Times for the Grants.gov and JustGrants application deadlines.

- **Step 1:** The applicant must submit the required Application for Federal Assistance SF-424 by the Grants.gov deadline.
- **Step 2:** The applicant must submit the full application, including attachments, through JustGrants by the deadline (see JusticeGrants.usdoj.gov).

Submission Step 1: Grants.gov Submission of SF-424

Access/Registration

If the applicant does not already have a Grants.gov account, they will need to register for this opportunity in Grants.gov. Applicants should follow the Grants.gov Quick Start Guide for Applicants to register, create a workspace, assign roles, submit an application, and troubleshoot issues.

Submission of the SF-424

Applicants will begin the application process in Grants.gov with the submission of the SF-424, which collects the applicant's name, address, and UEI; the funding opportunity number; and proposed project title, among other information. The SF-424 must be signed by the Grants.gov Authorized Organizational Representative for the applicant.

See the Application Resource Guide for additional information on completing the SF-424.

Section 8F – Applicant Point of Contact: Please include the name and contact information of the individual **who will complete the application in JustGrants.** JustGrants will use this information (i.e., email address) to assign the application to this user in JustGrants.

Section 19 – Intergovernmental Review: This funding opportunity is not subject to Executive Order (E.O.) 12372 (Intergovernmental Review). Applicants should answer section 19 by selecting, "Program is not covered by E.O. 12372."

An applicant should submit the SF-424 as early as possible and recommended not later than 48 hours before the Grants.gov deadline. If an applicant fails to submit the SF-424 in Grants.gov by the deadline, they will be unable to submit their application in JustGrants.

Once the first part of the application has been successfully submitted in Grants.gov, the Grants.gov Workspace status will change from "In Progress" to "Submitted." Applicants will also receive a series of four Grants.gov email notifications. Refer to the DOJ Application Submission Checklist for additional details.

If an applicant needs to update information in the SF-424 after it is submitted in Grants.gov, they can update the information as part of their JustGrants submission (see Application Contents, Submission Requirements, and Deadlines: Standard Applicant Information). They do not need to submit an update in Grants.gov.

Submission Step 2: JustGrants Submission of Full Application

Access/Registration

For first-time JustGrants applicants, once the application is received from Grants.gov, DOJ will send an email (from DIAMD-NoReply@usdoj.gov) to the email address listed in Section 8F of the SF-424 with instructions on how to create a JustGrants account. This email should arrive within 24 hours after confirmation from Grants.gov of the SF-424 submission.

Creating and setting up a JustGrants account consists of three steps:

1. Follow the instructions in the email to first confirm who will be the Entity Administrator (the person who manages which staff can access JustGrants on behalf of the applicant).
2. Log in to JustGrants and confirm the information in the Entity Profile.
3. Invite other individuals who will serve as the Application Submitter and the Authorized Representative for the applicant to register for JustGrants.

These steps should be completed in JustGrants as early as possible and recommended not later than 48 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive a link in an email to complete the rest of the application in JustGrants. Applicants can find additional information on JustGrants registration in the DOJ Grant Application Submission Checklist.

Preparing for Submission

Some of the required sections of the application will be entered directly into JustGrants, and other sections will require documents to be uploaded and attached. Therefore, applicants should allow enough time before the JustGrants deadline to prepare, enter, and upload all the requirements of the application.

Applicants may save their application in the system and add to or change the application as needed prior to hitting the "Submit" button at the end of the application in JustGrants. After the application deadline, no changes or additions can be made to the application. **OJP recommends that applicants submit the complete application package in JustGrants at least 48 hours prior to the JustGrants deadline.**

For additional information, including file name and type requirements, see the "How To Apply" section in the Application Resource Guide.

Standard Applicant Information

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and can make whatever edits are needed. Within this section, the applicant will need to add ZIP codes for areas affected by the project; confirm their Authorized Representative; and confirm the organization's unique entity identifier, legal name, and address.

Proposal Abstract

A proposal abstract (no more than 2,000 characters) summarizing the proposed project must be completed in the JustGrants web-based form. The text from abstracts will be made publicly available on the OJP.gov and USASpending.gov websites if the project is awarded, so this section of the application should not contain any personally identifiable information (e.g., the name of the project director).

The abstract should be in paragraph form without bullets or tables and written in the third person (e.g., they, the community, their, themselves, rather than I or we). The abstract should include the following information:

- The name of the applicant's proposed project.
- The purpose of the proposed project (i.e., what the project will do and why it is necessary).
- Where the project will take place (i.e., the service area, if applicable).
- Who will be served by the project (i.e., who will be helped or have their needs addressed by the project).
- What activities will be carried out to complete the project.
- The subrecipient(s)/partner organizations or entities, if known.
- Deliverables and expected outcomes (i.e., what the project will achieve).

See the Application Resource Guide for an example of a proposal abstract.

Data Requested With Application

Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

The Financial Management and System of Internal Controls Questionnaire helps OJP assess what financial management and internal control systems the applicant has in place, whether these systems would be sufficient to maintain a funding award, and the associated potential risks of an applicant as part of the pre-award risk assessment process. Every OJP applicant (other than an individual applying in their personal capacity, not representing an applicant organization) is required to complete the web-based form in JustGrants. See the Application Resource Guide: Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status) for additional guidance on how to complete the questionnaire.

Agency Funding Priorities Inventory

Applicants seeking priority consideration under the Agency Funding Priorities section should answer the two inventory question sets, entitled Agency Funding Priorities Inventory and Agency Funding Priorities Inventory – Ending Crime and Disorder (Funding Priority Inventory 3), in their entirety in the web-based form in JustGrants.

Proposal Narrative

Format of the Proposal Narrative: The Proposal Narrative will be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point size font; have no less than 1-inch margins; have numbered pages; and should not exceed 20 pages. If the Proposal Narrative does not comply with these restrictions, OJP may consider such noncompliance in peer review and in final award decisions.

Sections of the Proposal Narrative: The Proposal Narrative must include the six sections listed below. If the applicant seeks priority consideration, the Proposal Narrative must state which priority goal(s) the applicant's project will advance and describe how (see section Agency Funding Priorities under Program Description).

1. Description of the Issue: What critical issue or problem is the applicant proposing to address with this project? Please include:

- The applicant entity and the state or region(s) or communities, including whether the proposed project area is urban, suburban, tribal, rural, or a combination.
- For Category 1 applicants, identify whether the application is applying under Subcategory 1a, 1b, or 1c.
- A brief explanation of the need, gap, or issue to be addressed by the proposed project.
- Supporting information, data, or evidence to demonstrate the need's existence, size, and impact on the target population and community. The applicant must provide verified sources for the data that support the description of the need.
- Information that documents the impact of opioids, stimulants, and other substances within the proposed project area(s), including fatal and nonfatal overdoses and unlawful distribution of opioids or other substances.
- Any specific challenges motivating the applicant's interest to apply for this grant.
- How the need relates to the purpose of the NOFO.

2. **Funding Need:** Why does the applicant need federal funding assistance? Please include:
    - An explanation of the applicant's inability to fund the proposed project without federal assistance.
    - A description of any existing funding or resources that are being leveraged to support the proposed project.
    - A list of all active BJA grants in your state or jurisdiction for activities that are related to those listed in the proposed application. Please include the grant number. Provide specific details about how the proposed project will be coordinated with existing COSSUP-affiliated projects (including Comprehensive Opioid Abuse Program (COAP) and Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) in the applicant's jurisdiction (either local or state) and how the proposed project will not be duplicative of current efforts. Search for past COAP/COSSAP/COSSUP awards by grantee at: Awards | Bureau of Justice Assistance.
    - For the purposes of this NOFO, BJA prefers to fund implementation or enhancement projects in jurisdictions that are not current BJA COSSUP-funded sites. If the applicant is a recipient of a COSSUP (including COSSAP or COAP) award that is active and has 12 months or more remaining on the project period, the applicant must clearly describe how this proposed project is distinct and intended to fund different activities or different service areas from those activities funded under the existing award.
        - For Category 2 (state applicants), if any of the applicant's proposed local or regional sites has an active COSSUP (including COSSAP or COAP) award with 12 months or more remaining on the project period, the applicant must clearly describe how this proposed project is distinct and intended to fund different activities from those activities funded under the existing award.
    - A description of the applicant's plan to sustain the proposed project activities after grant funding ends.
3. **Project Goals and Objectives:** How will the proposed project address the need identified and address the purpose of the NOFO? Please include:
    - Project goals (goals are broad, visionary statements on what the applicant hopes to accomplish).
    - Project objectives (objectives are specific outcomes the applicant plans to achieve through project activities).
    - How the applicant's goals and objectives relate to the goals and objectives of the NOFO.
4. **Project Design and Implementation:** How will the applicant implement project activities that meet the goals and objectives? Please include:
    - What activities the applicant will conduct to achieve the proposed goals and objectives. For example, increasing availability and access to naloxone. (Please refer to the allowable activities that are described under General Purpose of Funding on page 9 as you consider activities you seek to propose).
    - How the applicant will deliver or complete those activities. A plan for how the project will carry out activities, including steps for working with any other agencies, organizations, and communities.

- When the activities will take place. A timeline indicating when each activity will take place
- Who will participate in and benefit from the activities, including how many individuals the proposed project aims to service.
- What deliverables, reports, and other items will be produced as part of the project, and a plan for how required deliverables will be completed.
- A description of any subrecipients the applicant plans to use to help conduct the project, including names (if known) or how the applicant will identify them. Please describe their role in conducting project activities.
- A detailed description of any services, treatment, or supports provided.
- A description of research and evaluation (if applicable). Applicants have the option to propose a research and evaluation component.
    - Explain what research and evaluation will be conducted, how it will provide meaningful insights into identifying and solving local, state, or regional challenges, and how it may contribute to the national body of knowledge with respect to best practices.
    - Applicants should also include a description of the research and evaluation partner (if known) or the process for identifying the research partner and describe how the partnership will be sustained after the grant period ends.
- Additionally, Category 2 applicants should include a description of the following in their project design and implementation:
    - Needs of the selected local or regional sites and the reason these particular sites were selected.
    - How the state will assist with supporting the local or regional sites, collect performance data from the sites, and provide subgrant monitoring and oversight.
    - How the state applicant agency will work with the local or regional sites to implement the project and develop the mandatory deliverables, including a final report with outcomes and lessons learned.

5. Capabilities and Competencies: What administrative and technical capacity and expertise does the applicant bring to successfully complete this project? Please include:

- A short description of the applicant's capacity to deliver the proposed project and meet the requirements of the award, including collecting and reporting the required performance measure data. Who will be responsible for this task, and how will the applicant collect the data? Refer to Program Description: Performance Measures for additional details on performance measures for this funding opportunity.
- A summary of relevant experience of team members with key responsibilities for implementing the project. Include a description of the management structure and staffing, specifically identifying the key person (or people) responsible for carrying out program or project activities. This includes who will serve as the project coordinator, the project coordinator's duties, the amount of time this position will dedicate to the project per week, and which agency will house the project coordinator. If the project coordinator will be hired after the award, please provide a job description.

- A description of projects or activities the applicant organization has conducted, or is

- Identify each partner agency that has committed to this effort. Discuss any previous collaboration, communication, and coordination that occurred that will help to achieve the objectives and describe any existing partnership agreements. Include a description of any relevant multidisciplinary coordinating body that provides an overview of its composition, mission, background, and how the entity or partnerships will be supported and sustained after the grant period ends.
- Research and evaluation capabilities and competencies (if applicable): For applications involving a research and evaluation component, describe the qualifications of the research partner and their prior experience. Describe the roles and responsibilities of the research partner and how the applicant will ensure that the research partner will have access to relevant data, personnel, and the ability to monitor operations that are relevant to the evaluation of the initiative. Discuss what data sources will be used and any legal, policy, or other barriers to gaining access to the data and how those barriers will be addressed.
    - Note: Researchers should be experienced in several different data collection methodologies and in both quantitative and qualitative research methods. It is preferable that they have several years of evaluation research experience and have experience with oral and written presentations of research results. Research partners should be able to conduct scientifically rigorous evaluations and be well versed in evaluation methods.

6. Plan for Collecting the Data Required for Performance Measures: What will be the process for measuring project performance? Please include:

- A description of the process for measuring project performance.
- An identification of who will collect the data, who is responsible for performance measurements, and how the information will be used to guide and evaluate the project's impact.
- A description of the process to accurately report data.

Project Evaluations: An applicant that proposes to use award funds to conduct project evaluations must follow the guidance in the "Note on Project Evaluations" section in the Application Resource Guide.

Budget and Associated Documentation: Budget Detail Form

The applicant will complete the JustGrants budget detail form. The form collects the individual costs under each cost category needed to implement the proposed project. Applicants should ensure that the name/description of each cost is clear and provide the detailed calculation (e.g., cost per unit and number of units) for the total cost. Applicants should enter additional narrative, as needed, to fully describe the cost calculations and connection to the project goals and objectives (including, if applicable, describing connections to OJP priority goals).

Budget proposals should include the funding needed for a 36-month project period to implement the proposed activities. In preparing their budget proposals, applicants should consider what types of costs are allowable, if awarded funding. Costs are allowable when they are reasonable,

allocable to, and necessary for the performance of the project funded under the federal award and when they comply with the funding statute and agency requirements, including the conditions of the award and the cost principles set out in 2 C.F.R. Part 200, Subpart E and the DOJ Grants Financial Guide.

The budget narrative should generally demonstrate how the applicant will maximize the cost effectiveness of grant expenditures. The budget narrative should also demonstrate cost effectiveness in relation to potential alternatives and the project's objectives. Include an appropriate percentage of the total grant award for performance measurement. There is no minimum or maximum requirement regarding what constitutes an appropriate percentage; however, the budget should be adequate to fund the activities outlined in the application. The budget narrative should explain how the amount dedicated to these activities is adequate to support the proposed activities.

When developing the project budget, applicants should consider the following:

- The funds requested in the budget must be clearly connected to and support the project's design and be reasonable in cost.
- Grantees are prohibited from using federal funds to support activities that violate the Controlled Substances Act.
- If an applicant proposes to fund recovery or transitional housing, no more than 30 percent of the total budget may be used for this purpose. Transitional housing typically involves a temporary residence for up to 24 months with wraparound services to help individuals stabilize their lives.
- Funding may not be used for construction or purchase of a facility.
- Transportation services may be included in the budget. These services may be provided to individuals who: (1) are engaged with the courts and have community corrections appointments or treatment or recovery support-related appointments and activities, (2) require other necessary services to support their treatment and recovery, and (3) have no other means of obtaining transportation. Forms of transportation services may include public transportation, ride services, or a licensed and insured driver who is affiliated with an eligible program provider. If such costs are included, the applicant should be able to certify that they are nonredeemable and nontransferable and that their use by participants can be audited. The applicant must have written policies for determining eligibility, tracking distribution, and ensuring that passes are used only for transportation related to the program's activities.
- States may retain up to 15% of the total award budget for administrative purposes, including overall project coordination, subawardee management, training for subawardees, and coordination of data collection and evaluation activities with no more than half the amount retained (50%) being dedicated to evaluation activities. The remaining must be subawarded to at least six jurisdictions. Any for-profit entities must forgo profit or management fees.

In addition to the unallowable costs identified in the DOJ Grants Financial Guide, award funds may not be used for the following:

- Prizes, rewards, entertainment, trinkets, or any other monetary incentives
- Client stipends
- Gift cards

- Purchase vehicles
- Food and beverages

Costs Associated With a Conference/Meeting/Training: An applicant that proposes to use award funds for activities related to a conference, meeting, training, or similar event should review the Application Resource Guide for information on prior approval, planning, and reporting costs for a conference/meeting/training.

Costs Associated With Language Assistance and Access: If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable in specific grant programs. Costs to provide reasonable accommodation and facilitate language access for individuals who are deaf or hard of hearing may also be allowable in specific grant programs. See the Application Resource Guide for information on costs associated with language assistance.

For additional information about how to prepare a budget for federal funding, see the Application Resource Guide section on "Budget Preparation and Submission Information" and the technical steps to complete the budget form in JustGrants in the Complete the Application in JustGrants: Budget training.

Budget and Associated Documentation: Budget/Financial Attachments

Indirect Cost Rate Agreement (if applicable): An applicant with a current, federally approved indirect cost rate agreement should upload it as an attachment in JustGrants.

Indirect costs are costs of an organization that are not readily assignable to a particular project but are necessary for the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for operation and maintenance of offices or workspaces and salaries of administrative or support staff. The requirements for the development and submission of indirect cost proposals and cost allocation plans are listed in Appendices III–VII of 2 C.F.R. Part 200. A non-federal applicant should follow the guidelines applicable to its type of organization. See the DOJ Grants Financial Guide and the OJP Grant Application Resource Guide for additional information on indirect cost rate agreements.

Consultant Rate (if applicable): OJP has established maximum rates for consultants; see the "Listing of Costs Requiring Prior Approval" section of the DOJ Grants Financial Guide for more information. If an applicant proposes a rate for a consultant on their project that is higher than the established maximum rate and receives an award, then the award recipient must submit a document requesting approval for the rate and cannot incur costs at the higher rate without prior OJP approval. The award recipient must provide justification for why the proposed rate is higher than the established maximum rate, such as why the rate is reasonable and consistent with that paid for similar services in the marketplace.

Limitation on Use of Award Funds for Employee Compensation for Awards Over $250,000; Waiver (if applicable): If an applicant proposes to hire employees with federal award funds, for any award of more than $250,000, the recipient may not use federal funds to pay total cash compensation (salary plus cash bonuses) to any employee of the recipient at a rate that exceeds 110 percent of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance

Appraisal System for that year. Applicants may request a waiver from this requirement by submitting the appropriate form. See the Application Resource Guide for information on the "Limitation on Use of Award Funds for Employee Compensation for Awards over $250,000; Waiver."

Disclosure of Process Related to Executive Compensation (if applicable): An applicant that is a nonprofit organization may be required to make certain disclosures relating to the processes it uses to determine the compensation of its officers, directors, trustees, and key employees. If applicable, the applicant will upload a description of the process used to determine executive compensation as an attachment in JustGrants. See the Application Resource Guide for information.

Additional Application Components

The applicant should attach the additional requested documentation listed below in JustGrants.

- **Tribal Authorizing Resolution (if applicable):** An application in response to this NOFO may require inclusion of Tribal authorizing documentation as an attachment. If applicable, the applicant will upload the Tribal authorizing documentation as an attachment in JustGrants. See the Application Resource Guide for information on Tribal authorizing resolutions.
- **Research and Evaluation Independence and Integrity Statement (if applicable):** If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant will upload documentation of its research and evaluation independence and integrity as an attachment in JustGrants. For additional information, see the Application Resource Guide.
- **Timeline:** Provide a timeline listing key activities and milestones, and the months during which they will take place.

Disclosures and Assurances

The applicant will address the following disclosures and assurances.

Disclosure of Lobbying Activities: JustGrants will prompt each applicant to indicate if it is required to complete and submit a lobbying disclosure under 31 U.S.C. § 1352.

The applicant is required by law to complete and submit a lobbying disclosure form (Standard Form/SF-LLL) if it has paid or will pay any person to lobby in connection with the award for which it is applying AND this application is for an award in excess of $100,000. This disclosure requirement is not applicable to such payments by an Indian Tribe, Tribal organization, or any other Indian organization that are permitted by other federal law.

Lobbying means (for this requirement) 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. See 31 U.S.C. 1352; 28 C.F.R. part 69. Note: Most applicants do not engage in activities that trigger this disclosure requirement.

An applicant that is not required by law (31 U.S.C. § 1352) to complete and submit a lobbying disclosure, should enter "No." By doing so, the applicant is affirmatively asserting (under

applicable penalties) that it has nothing to disclose under 31 U.S.C. § 1352 with regard to the application for the award at issue.

Disclosure of Duplication in Cost Items: To ensure funding coordination across grantmaking agencies, and to avoid unnecessary or inappropriate duplication of grant funding, the applicant must disclose if it has any pending applications for federal funding, including pending applications for subawards of federal funds, for the same project and the same budget items included in this proposal. Complete the JustGrants Applicant Disclosure of Duplication in Cost Items form. See the Application Resource Guide for additional information.

DOJ Certified Standard Assurances: Review and accept the DOJ Certified Standard Assurances in JustGrants. See the Application Resource Guide for additional information.

DOJ Certifications: Review the DOJ document Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Coordination with Affected Agencies. An applicant must review and sign the certification document in JustGrants. See the Application Resource Guide for more information.

Applicant Disclosure and Justification – DOJ High-Risk Grantees (if applicable): If applicable, submit the DOJ High-Risk Disclosure and Justification as an attachment in JustGrants. A DOJ high-risk recipient is an award recipient that has received a DOJ high-risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible. See the Application Resource Guide for additional information.

Submission Dates & Times

Refer to Basic Information: Key Dates and Times for the submission dates and times.

Applicants should submit their applications as early as possible and recommended not later than 48 hours before the deadlines. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline. Applicants will use the Certify and Submit feature in JustGrants to confirm that all required application components have been entered, which includes identifying the Authorized Representative for the applicant. Once the application is submitted, the Application Submitter, Authorized Representative, and Entity Administrator receive a confirmation email.

An applicant will receive emails after successfully submitting application components in Grants.gov and JustGrants and should retain all emails and other confirmations received from the SAM.gov, Grants.gov, and JustGrants systems.

Experiencing Technical Issues Preventing Submission of an Application (Technical Waivers)

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. OJP will only consider requests to submit an application via alternative methods or after the deadline when the applicant can document that there is a technical issue with a government system that was beyond their control and that prevents submission of the application via the standard process prior to the deadlines. Issues resulting from circumstances within the applicant's control, such as failure to begin the SAM.gov, Grants.gov, or JustGrants registration and application process in sufficient time, will not be considered.

Requests and documentation must be sent to the OJP Response Center at OJP.ResponseCenter@usdoj.gov. Applicants should follow these steps if they experience a technical issue:

1. **Contact the relevant help desk to report the issue and receive a tracking number.**

   See Basic Information: Contact Information for the phone numbers, email addresses, and operating hours of the SAM.gov, Grants.gov, and JustGrants help desks. Reports of technical issues to the help desk must occur **before** the application deadline.

   If an applicant calls the help desk and experiences a long wait time, they can also email the help desk to obtain a tracking number. Tracking numbers are generated automatically when an applicant emails the applicable service desk, and for this reason, long call wait times for support do not relieve the applicant of the responsibility of getting a tracking number.

2. **If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at OJP.ResponseCenter@usdoj.gov within 24 hours of the Grants.gov deadline to request approval to submit after the deadline. The applicant's request will need to include:**
    - A description of the technical difficulties experienced (provide screenshots if applicable).
    - A timeline of the applicant's submission efforts (e.g., date and time the error occurred, date and time of actions taken to resolve the issue and resubmit, and date and time support representatives responded).
    - An attachment of the complete grant application and all the required documentation and materials (this serves as a "manual" submission of the application).
    - The applicant's unique entity identifier (UEI).
    - Any SAM.gov, Grants.gov, and JustGrants Service Desk tracking/ticket numbers documenting the technical issue.
3. **If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at OJP.ResponseCenter@usdoj.gov within 24 hours of the JustGrants deadline to request approval to submit after the deadline. See step 2 for the list of information the applicant must provide as part of its request.**

As a reminder: the waiver request will not be considered unless it includes documentation of attempts to receive technical assistance to resolve the issue prior to the application deadline. OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue (including all information previously listed), or that does not submit a waiver request within the required time period, will be denied.

For more details on the waiver process, OJP encourages applicants to review the "Experiencing Technical Issues" section in the Application Resource Guide.



APPLICATION REVIEW

Responsiveness (Basic Minimum Requirements) Review

OJP screens applications to ensure they meet the basic minimum requirements (BMR) prior to conducting the merit review. Following are the basic minimum requirements for this funding opportunity. If OJP determines that an application does not include these elements, it will not proceed to merit review and will not receive any further consideration.

The application is submitted by an eligible applicant.

- The requested award amount does not exceed the award ceiling.
- The application is responsive to the scope of the NOFO.
- The following application elements are included:
  - SF-424 (Grants.gov)
  - Proposal Narrative (JustGrants)
  - Budget detail form, which includes the budget items, their calculations, and explanation (JustGrants)
  - *Applicant State or local government entities only:* Certification by the Chief Executive Officer (or senior official) of the Applicant Government (using Appendix 1 template)

Applicants whose application fails to meet the BMR are provided notice (including an appropriate point of contact for questions) within a few weeks after the submission due date.

Merit Review Criteria

Peer Review Criteria

Applications that meet the basic minimum requirements will be evaluated for technical merit by peer reviewers based on how the proposed project/program addresses the following criteria:

- **Description of the Issue (5%):** What critical issue or problem the applicant is proposing to address with this project.
- **Funding Need (5%):** Description of the applicant's inability to fund the proposed project without federal assistance, and description of current BJA and COSSUP awards.
- **Project Goals and Objectives (15%):** How the proposed project will address the identified need and the purpose of the funding opportunity.
- **Project Design and Implementation (30%):** The strength of how the applicant will implement activities, including the soundness of the project design and how the activities align to the stated goals and objectives.
- **Capabilities and Competencies (30%):** The applicant's administrative and technical capacity to successfully complete this project.
- **Budget (15%):** Completeness and cost effectiveness.

Programmatic and Financial Review Criteria

After the peer review, applications undergo additional programmatic and financial reviews. OJP staff may reach out to applicants during the programmatic or financial review if a submitted form is incomplete or needs to be updated. Note that OJP staff are not authorized to provide information on peer review scores or comment on programmatic, risk, or budget/financial reviews while the merit review is in progress.

In addition to BMR and peer review criteria, other important considerations for OJP include geographic coverage, strategic priorities (including, but not limited to, the priority areas already mentioned, if applicable), available funding, past performance, and the extent to which the budget detail form accurately explains project costs that are reasonable, necessary, and otherwise allowable under federal law and applicable federal cost principles. If cost sharing/match is not required for this opportunity, applicants will not receive higher consideration by proposing a voluntary match contribution in their budget.

Risk Review

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to applicant risk. OJP assesses whether an applicant with one or more prior federal awards has a satisfactory record of performance, integrity, and business ethics, including by (among other things) checking whether the applicant is listed in SAM.gov as excluded from receiving a federal award.

Depending on the severity and nature of the risk factors, the risk assessment may result in the removal of an applicant from consideration or selection for award, or it may result in additional post-award conditions and oversight for an awarded applicant.

In addition, if OJP anticipates that an award will exceed $250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM.gov.

Important Note on Responsibility/Qualification Data (formerly FAPIIS): An applicant may review and comment on any information about its organization that currently appears in SAM.gov and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in SAM.gov, in its assessment of the risk posed by the applicant.

Selection Process

All final award decisions will be made by the Assistant Attorney General, unless a statute explicitly authorizes award decisions by another official or there is written delegation of authority to another official. This official may consider not only peer review ratings and program office recommendations, but also other factors as indicated in the "Application Review" section to make final award decisions. For additional information on the application review process, see the Application Resource Guide.



AWARD NOTICES

Federal Award Notices

For successful applicants, JustGrants will send a system-generated email to the Application Submitter, Authorized Representative, and Entity Administrator with information on accessing their official award package in JustGrants. The award package will include key information (such as funding amount and period of performance) as well as award conditions that must be followed. The Authorized Representative for the entity should accept or decline the award within 45 days of the notification. See the Application Resource Guide for information on award notifications and instructions.

Applicants not selected for an award will receive notification after all award recipients have been notified. OJP also provides unsuccessful applicants with a summary of peer reviewer comments.

Future Funding Opportunities

OJP may, in certain cases, provide additional funding in future years to awards made under this funding opportunity through continuation awards. When making continuation award decisions, OJP will consider, among other factors, OJP's strategic priorities, a recipient's overall management of the award, and the progress of the work funded under the award.

Applications submitted under this FY 2025 funding opportunity may be funded in future fiscal years, dependent on, among other considerations, the merit of the applications and the availability of appropriations.



POST-AWARD REQUIREMENTS AND ADMINISTRATION

Reporting

All award recipients under this funding opportunity will be required to submit the following reports and data:

- Quarterly financial reports.
- Quarterly performance reports.
- Final financial and performance reports.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

See the Application Resource Guide for additional information on specific post-award reporting requirements, including performance measure data and the method for submitting reports in OJP's online systems. Future awards and fund drawdowns may be withheld if reports are delinquent, and in appropriate cases, OJP may require additional reports.

Performance Measure Reporting

Award recipients are required to submit performance measure data in the Performance Measurement Tool (PMT) quarterly and separately submit semi-annual performance reports in JustGrants. Applicants selected for an award will receive further guidance on post-award reporting processes.

Program- and Award-Specific Award Conditions

OJP includes various conditions on its awards. These may include program-specific conditions, which typically apply to all recipients of a funding opportunity, and award-specific conditions, which are included to address recipient-specific issues (e.g., programmatic or financial risk). Recipients may view all conditions, and actions required to satisfy those conditions, in the award package in JustGrants.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the Application Resource Guide.

Civil Rights Compliance

If a successful applicant accepts funding from OJP—as a recipient of OJP funding—that award recipient must comply with certain federal civil rights laws that prohibit the award recipient from discriminating on the basis of race, color, national origin, sex, religion, or disability in how it delivers its program's services or benefits and in its employment practices. The civil rights laws that may be applicable to the award include, but are not limited to, Title VI of the Civil Rights Act of 1964, the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act of 1968, and Section 504 of the Rehabilitation Act of 1973. These and other federal civil rights laws are discussed in greater detail on OJP's Legal Overview—FY 2025 Awards webpage under the

"Civil Rights Requirements" section. Additional resources are available from the OJP Office for Civil Rights.

Compliance with Federal civil rights and nondiscrimination laws is material to the government's decision to make any award and payment under this program, including for purposes of the False Claims Act, and each recipient will be required to certify (in its acceptance of the conditions of the award) that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

See OJP's Partnerships with Faith-Based and Other Neighborhood Organizations webpage for specific information for faith-based organizations applying under this NOFO.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the Application Resource Guide for additional information.

Information Technology Security Clauses

An application in response to this NOFO may require inclusion of information related to information technology security. See the Application Resource Guide for more information.

Other Reporting Requirements

Applicants and recipients are required to notify OJP if you know that you or any of your organization's principals for the award transaction are presently excluded or disqualified (i.e., debarred or suspended) or otherwise meet any of the criteria in 2 C.F.R. 180.335. Recipients must comply with requirements in 2 C.F.R. Part 180, as implemented by DOJ in 2 C.F.R. Part 2867, which, among other things, require recipients to check certain information sources and, in some cases, notify the federal awarding agency prior to the agency awarding federal funds via contracts or subawards.

If a recipient's award includes a federal share of more than $500,000 over the period of performance of the award, then the award (per 2 C.F.R. 200.113) will include a condition that may require the recipient to report and maintain certain information (relating to certain criminal, civil, and administrative proceedings) in SAM.gov. See the Reporting Requirements page for more information.



OTHER INFORMATION

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the projects and activities funded under this NOFO. For additional information on what should be included in the application, see the Application Resource Guide section "Information Regarding Potential Evaluation of Programs and Activities."

Freedom of Information and Privacy Act

See the Application Resource Guide for important information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a).

Applicants are advised not to include any unnecessary personally identifiable information, sensitive law enforcement information, or confidential financial information with the application.

Provide Feedback to OJP

See the Application Resource Guide for information on how to provide feedback to OJP.

APPLICATION CHECKLIST

BJA FY25 Comprehensive Opioid, Stimulant, and Substance Use, Site-Based Program

This application checklist has been created as an aid in developing an application. For more information, reference the "Unique Entity Identifier (UEI) and SAM.gov Registration/Renewal" in the OJP Grant Application Resource Guide and the DOJ Application Submission Checklist.

SAM.gov Registration/Renewal

- Confirm that your entity's registration in the System for Award Management (SAM.gov) is active through the NOFO period. Submit a new or renewal registration in SAM.gov, if needed (see Application Resource Guide).

Grants.gov Registration

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see Application Resource Guide).
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see Application Resource Guide).

Grants.gov Opportunity Search

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s).
- Select the correct Competition ID.
    - Category 1a – Local Governments (urban): C-BJA-2025-00097-PROD
    - Category 1b – Local Governments (suburban): C-BJA-2025-00098-PROD
    - Category 1c – Local Governments (rural): C-BJA-2025-00099-PROD
    - Category 2 – State Governments: C-BJA-2025-00100-PROD
    - Category 3 – Tribal Governments: C-BJA-2025-00101-PROD
- Access the funding opportunity and application package (see Step 7 under "Unique Entity Identifier (UEI) and SAM.gov Registration/Renewal" in the Application Resource Guide).
- Sign up for Grants.gov email notifications (optional) (see Application Resource Guide).

Funding Opportunity Review and Project Planning

- Review all sections of the NOFO.
- Confirm your entity is eligible to receive funding (see Eligibility: Eligible Applicants).
- Confirm your proposed budget is within the allowable limits (see Basic Information: Funding Details), includes only allowable costs (see Application Contents, Submission Requirements, and Deadlines: Budget Detail Form), and includes cost sharing if applicable (see Eligibility: Cost Sharing/Match Requirement).
- Review the performance measures for this funding opportunity and confirm you will be prepared to collect and report on this data (see Program Description: Performance Measures).
- Review the "Legal Overview—FY 2025 Awards" in the OJP Funding Resource Center and confirm you are prepared to follow the requirements.

- Read OJP policy and guidance on conference approval, planning, and reporting under "Listing of Costs Requiring Prior Approval" in the DOJ Grants Financial Guide or see the Application Resource Guide

Submission Step 1: Grants.gov

After registering with SAM.gov, submit the SF-424 in Grants.gov.

- Complete and submit the SF-424 by the deadline.
- Confirm Section 8F of the SF-424 lists the name and contact information of the individual **who will complete the application in JustGrants.**
- Confirm that, within 48 hours of your submission in Grants.gov, you receive four (4) Grants.gov email notifications:
  - A submission receipt
  - A validation receipt
  - A grantor agency retrieval receipt
  - An agency tracking number assignment
- If no Grants.gov receipt and validation email is received, or if error notifications are received, contact the OJP Response Center at 800-851-3420, 202-353-5556, or OJP.ResponseCenter@usdoj.gov or the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, or support@grants.gov regarding technical difficulties (see the Application Resource Guide section on "Experiencing Unforeseen Technical Issues").
- Confirm that, within 24 hours after receipt of confirmation emails from Grants.gov, the individual listed in Section 8F of the SF-424 receives an email from JustGrants with login instructions.

Submission Step 2: JustGrants

- Complete the following information:
  - Entity and User Verification (first-time applicants)
  - Standard Applicant Information
  - Proposal Abstract
  - Financial Management and System of Internal Controls Questionnaire (see Application Resource Guide)
  - Agency Funding Priorities Inventory
  - Agency Funding Priorities Inventory – Ending Crime and Disorder (Funding Priority Inventory 3)
- Applicant State or local government entities only: Upload properly executed Certification by the Chief Executive Officer (or senior official) of the Applicant Government, using only the certification template provided in the specified Appendix to this NOFO. *
- Upload the Proposal Narrative.*
- Complete the budget detail form.*
- Upload other budget/financial attachments, as applicable.
- Upload additional application components, as applicable.
- Disclosure of Proposed Subrecipients and Contracts, as applicable.
- Complete the required disclosures and assurances:
  - Disclosure of Lobbying Activities and submission of SF-LLL, if prompted by the system

  - Disclosure of Duplication in Cost Items
  - DOJ Certified Standard Assurances
  - Applicant Disclosure and Justification – DOJ High-Risk Grantees
- Complete the required DOJ Certification on Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Coordination with Affected Agencies.

Note: Items designated with an asterisk must be submitted for an application to meet the basic minimum requirements review. If OJP determines that an application does not include the designated items, it will neither proceed to peer review nor receive further consideration.

JustGrants Review, Certification, and Application Submission

- Address any validation errors displayed on screen after attempted submission, then return to the "Certify and Submit" screen to submit the application.
- Note the confirmation message at the top of the page. Users will also receive a notification in the "bell" alerts confirming submission.
- If you do not receive an application submission confirmation email or validation from JustGrants, or if you receive an error notification, please contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. See the Application Resource Guide for additional information.

Appendix 1

U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS

Certification by the Chief Executive Officer (or senior official) of the Applicant Government

On behalf of the applicant named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

(1) I am the chief executive officer of the State or local government ("the jurisdiction") of which the applicant entity named below is a part (or a senior official of the jurisdiction, with the legal authority to bind the same), I have received appropriate legal advice as to this certification, and I have the authority to make this certification on my own behalf as chief executive officer (or senior official) and on behalf of the jurisdiction and the applicant entity. I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.

(2) I have carefully reviewed (or have received pertinent legal advice concerning) 8 U.S.C. §§ 1373(a) & (b) and 1644, including the prohibitions on certain actions by State and local government entities, agencies, and officials regarding information on citizenship and immigration status.

(3) I (and the applicant entity) understand that, for purposes of this certification, the term "program or activity" means what it means under title VI of the Civil Rights Act of 1964 *(see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa *(cf.* 42 U.S.C. § 901(a)(2)).

(4) I (and the applicant entity) assure that the applicant entity (and its officials and other personnel) will comply with 8 U.S.C. §§ 1373 and 1644 in any "program or activity" receiving federal financial assistance under any award made by OJP pursuant to this application. I further certify that any subrecipient (at any tier) of such federal financial assistance (and its officials and other personnel) will also comply with 8 U.S.C. §§ 1373 and 1644.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 34 U.S.C. § 10271 or under 18 U.S.C. § 1001 or 1621, and may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729–3730 and §§ 3801–3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Executive Officer (or senior official) of the Applicant Government	Date of Certification
Printed Name of Chief Executive Officer (or senior official)	Title of Chief Executive Officer (or senior official)
Name of Applicant Government Entity	

Office of the City Attorney

COVER SHEET TO REMAIN WITH DOCUMENT AT ALL TIMES

DATE July 20, 2026 **NAME** Mary Maogin **(PRINT NAME)**

FROM: (CITY DEPARTMENT) JPD **PHONE:** x4045

FOR REVIEW AND/OR SIGNATURE BY: Chelsea Chicosky **(ATTORNEY'S NAME)**

AGENDA ITEM [X] **YES** [ ] **NO**

Items have to be in the Legal Department by 5:00 p.m. on the Thursday before the Wednesday 3:00 p.m. deadline by which they are to be submitted to the City Clerk's Office in Novus. Anyone delivering agenda items after Thursday at 5:00 p.m. prior to the Wednesday deadline in the City Clerk's Office will have to get (written) approval of the Mayor prior to the item being processed in the Legal Department. If the Mayor's approval does not accompany the agenda item, it will be processed for the next regularly scheduled City Council Meeting.

[X] **ORDER / RESOLUTION / FOR CITY COUNCIL (RED FOLDERS): (Type Title of Order Here)**

ORDER AUTHORIZING THE MAYOR TO RATIFY THE SUBMISSION OF AN APPLICATION FOR THE BUREAU OF JUSTICE ASSISTANCE FISCAL YEAR 2025 COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE USE, SITE-BASED PROGRAM (COSSUP) GRANT IN THE AMOUNT OF $1,300,000.00, AND, IF AWARDED, AUTHORIZING THE MAYOR TO ACCEPT THE GRANT AND TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS

[ ] **CONTRACTS, LEASE AGREEMENTS, ETC. (BLUE FOLDERS):**

[ ] **OTHER DESCRIPTION:**

ATTORNEY'S NOTES/COMMENTS

Picked Up/Recv'd By: _____ **DATE** _____

Logged in _____ _____ _____
(Date) **(Assigned Attorney)** **(Logged in by)**

FOR OFFICE USE ONLY

Approval to Apply for Grant Form

Request by: _Mary Manogin_____
Department/Program: _JPD_____
Date of Request: 4.24.26_____

Grant Inforation

Grantor/Funding Agency:	DOJ BJA
Grant Title/Opportunity:	FISCAL YEAR 2025 COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE USE, SITE-BASED PROGRAM (COSSUP) GRANT
Application Due Date:	05.11.2026
Maximum Award Amount:	$1,300,00.00
Match Requirement (if any):	$ N/A or %

Project Information

Project Title:	CITY OF JACKSON (MS) POLICE DEPARTMENT COSSUP
Brief Project Description (2–3 sentences):	JPD IS PROPOSING TO PURCHASE ESSENTIAL EQUIPMENT NEEDED TO FURTHER DEVELOPMENT THE NARCODICS UNITS
Total Project Cost:	$ 1,300,000.00
	$

Organizational Impact

Fits within strategic priorities/mission	YES
Staffing capacity available to manage project & reporting	YES
Current budget has approproated (match, indirect, ongoing costs)	100% GRANT FUNDED
Requires new hires or significant resource commitments	NO

Approvals

Prepared by (Grant Writer/Applicant):	Name: MARY MANOGIN	Signature:	Date: 4.24.26
Department/Program Director:	Name: BRACKEEN	Signature:	Date: 4.28.26
Finance/Accounting Review:	Name: Jillian Caldwell	Signature:	Date: 5·1·26
Mayor Approval (if required	Name:	Signature:	Date:
Board Approval (if required):	Name/Title:	Signature:	Date:

Standard Applicant Information

Project Information

Project Title
City of Jackson (MS) Police Department's Regional Opioid Interdiction, Intelligence, and Recovery Initiative

Proposed Project Start Date
6/1/26

Proposed Project End Date
5/31/29

Federal Estimated Funding (Federal Share)
1300000.0

Applicant Estimated Funding (Non-Federal Share)
0.0

Program Income Estimated Funding
0.0

Total Estimated Funding
1300000.0

Areas Affected by Project (Cities, Counties, States, etc.)

Jackson, MS

Hinds county, MS

Type Of Applicant

Type of Applicant 1: Select Applicant Type:
C: City or Township Government

Type of Applicant 2: Select Applicant Type:
—

Type of Applicant 3: Select Applicant Type:
—

Other (specify):
—

Application Submitter Contact Information

Application POC Prefix Name
Dr.

Application POC First Name
Mary

Application POC Middle Name
—

Application POC Last Name
Manogin

Application POC Suffix Name
—

Organizational Affiliation
—

Title
—

Email ID
mmanogin@jacksonms.gov

Phone Number
601-960-4045

Fax Number
—

ORINumber

—

Executive Order and Delinquent Debt Information

Is Application Subject to Review by State Under Executive Order 12372? *

c. Program is not covered by E.O. 12372.

Is the Applicant Delinquent on Federal Debt?

No

SF424 Attachments (3)

Name	Date Added
manifest.txt	5/4/26
Form SF424_4_0-V4.0.pdf	5/4/26
GrantApplication.xml	5/4/26

Authorized Representative

Authorized Representative Information

Prefix Name

—

First Name	Middle Name	Last Name	Suffix Name
JILLIAN	—	CALDWELL	—

Title

Finance Manager

Verify Legal Name, Doing Business As, and Legal Address

Legal Name

CITY OF JACKSON MISSISSIPPI

Doing Business As

UEI

GNNPTMPBPYM8

Legal Address

Street 1

200 S PRESIDENT ST

Street 2

City	State	Zip/Postal Code
JACKSON	MS	39201

CongressionalDistrict	Country
02	USA

Certification

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

I confirm this is the correct entity.

Signer Name
Mary Manogin

Certification Date / Time
05/11/2026 08:53 PM

2. If the information displayed does not accurately represent the legal entity applying for federal assistance:
   a. Contact your Entity Administrator.
   b. Contact the System for Award Management (SAM.gov) to update the entity legal name/address.

3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.go with using the correct UEI/SAM profile.

Proposal Abstract

The Jackson Police Department (JPD) proposes the Regional Opioid Interdiction, Intelligence, and Recovery Initiative under the Bureau of Justice Assistance Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP). The project will strengthen JPD's capacity to identify, disrupt, and reduce the distribution of illicit opioids, stimulants, and other dangerous controlled substances through a coordinated, intelligence-driven public safety strategy. The initiati is necessary to address increasing opioid-related overdoses, drug trafficking activity, and drug-related violence impacting the City of Jackson, Mississippi, and surrounding communities.

The project will serve residents, businesses, law enforcement personnel, and individuals impacted by substance use disorders throughout the City of Jackson and the surrounding region. Activities will include the deployment of advanced narcotics detection and interdiction technology; implementation of data-driven investigative and intelligence-sharing strategies; enhancement of officer safety and operational readiness; specialized training for narcotics personnel; and coordinated enforcement efforts targeting high-volume drug distribution networks.

The initiative will also support evidence-based intervention and recovery efforts through a competitively procured contract with a qualified community-based organization specializing in substance use recovery, behavioral health support, peer recovery, and referral services. This partnership will strengthen diversion an recovery pathways for individuals impacted by substance use disorders.

Expected outcomes include increased identification and disruption of illicit drug trafficking networks; improved investigative and intelligence-sharing capabiliti enhanced officer safety; stronger collaboration between law enforcement and community partners; expanded access to recovery and referral services; and reductions in opioid-related harm, overdose activity, and drug-related crime within the community.

Data Requested with Application

› **Financial Management and System of Internal Controls**

› **Funding Priority Inventory 2**

› **Funding Priority Inventory 3**

Proposal Narrative

Name	Category	Created by	Date Added
Narrative_COSSUP.pdf	Proposal Narrative	Mary Manogin	05/11/2026

Budget and Associated Documentation

Budget / Financial Attachments

Indirect Cost Rate Agreement

No documents have been uploaded for Indirect Cost Rate Agreement

Consultant Rate Justification

No documents have been uploaded for Consultant Rate Justification

Employee Compensation Waiver

No documents have been uploaded for Employee Compensation Waiver

Financial Management Questionnaire (Including applicant disclosure of high-risk status)

No documents have been uploaded for Financial Management Questionnaire

Disclosure of Process Related to Executive Compensation

No documents have been uploaded for Disclosure of Process Related to Executive Compensation

Additional Attachments

No documents have been uploaded for Additional Attachments

Budget and Associated Documentation

Budget Category	Year 1	Year 2	Year 3	Total
Personnel	$0	$0	$0	$0
Fringe Benefits	$0	$0	$0	$0
Travel	$13,808	$13,808	$13,808	$41,424

Equipment	$256,662	$256,662	$256,662	$769,986
Supplies	$590	$0	$0	$590
Construction	$0	$0	$0	$0
SubAwards	$0	$0	$0	$0
Procurement Contracts	$162,000	$163,000	$163,000	$488,000
Other Costs	$0	$0	$0	$0
Total Direct Costs	$433,060	$433,470	$433,470	$1,300,000
Indirect Costs	$0	$0	$0	$0
Total Project Costs	$433,060	$433,470	$433,470	$1,300,000
Federal	$433,060	$433,470	$433,470	$1,300,000
Non-Federal	$0	$0	$0	$0

Budget Totals

	Total	Percentage
Total Project Cost	$1,300,000	
Federal Funds	$1,300,000	100.00%
Non-Federal Amount	$0	0.00%
Match Amount	$0	0.00%
Program Income	$0	0.00%

Please note: After completing this budget detail summary, please confirm that the following final values entered in this section are identical to those entered in the corresponding estimated cost section of the Standard Applicant Information. Specifically, the following must be equivalent. If they are not, you will not be able to submit this application until they are updated to be equivalent.

Standard Applicant Information	Equals	Budget Summary
Total Estimated Funding	=	Total Project Costs
Federal Estimated Funding (federal share)	=	Federal Funds
Applicant Estimated Funding (non-federal share)	=	Match Amount
Program Income Estimated Funding	=	Program Income Amount

DOES THIS BUDGET CONTAIN CONFERENCE COSTS WHICH IS DEFINED BROADLY TO INCLUDE MEETINGS, RETREATS, SEMINARS, SYMPOSIA, AND TRAINING ACTIVITIES? Yes

Personnel

Instructions

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. In the narrative section, please provide a specific description of the responsibilities and duties for each position, and explain how the responsibilities and duties support the project goals and objectives outlined in your application.

Year 1

Year 1

Personnel Detail

Name	Position	Salary	Rate	Time Worked	Percentage of Time (%)	Total Cost
No items						

Personnel Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Additional Narrative

No personnel costs is requested

Year 2

Year 2

Personnel Detail

Name	Position	Salary	Rate	Time Worked	Percentage of Time (%)	Total Cost
No items						

Personnel Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Additional Narrative

No personnel costs is requested

Year 3

Year 3

Personnel Detail

Name	Position	Salary	Rate	Time Worked	Percentage of Time (%)	Total Cost
No items						

Personnel Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Additional Narrative

No personnel costs is requested

Fringe Benefits

Instructions

Fringe benefits should be based on the actual known costs or an approved negotiated rate by a Federal Agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in Personnel budget category listed and only for the percentage of time devoted to the project. In the narrative section, please provide a specific description for each item

Year 1

Fringe Benefit Detail

Name	Base	Rate (%)	Total Cost
No items			

Fringe Benefits Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Additional Narrative

No frindge benefits are being requested.

Year 2

Fringe Benefit Detail

Name	Base	Rate (%)	Total Cost
No items			

Fringe Benefits Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Additional Narrative

No frindge benefits are being requested.

Year 3

Fringe Benefit Detail

Name	Base	Rate (%)	Total Cost
No items			

Fringe Benefits Total Cost	Total Non-Federal Amt (Matchor Prog Inc)	Total Federal Amount
$0	$0	$0

Additional Narrative

No frindge benefits are being requested.

Travel

Instructions

Instructions

Itemize travel expenses for staff personnel (e.g. staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at $X airfare, $X lodging, $X subsistence). In training projects, trav and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; if unknown, indicat "location/dates to be determined." In the narrative section, please provide a specific description for each item, and explain how the item supports the project goals an objectives outlined in your application.

Year 1

Travel Detail

Purpose of Travel	Location	Type of Expense	Basis	Cost	Quantity	# Of Staff	# Of Trips	Total Cost	Non-Federal Contribution	Federal Request
COSSUP/Law Enforcement/Grant Relevant Training	TBA	Other	N/A	$150.00	1.00	4.00	2.00	$1,200.00		$1,200.00
COSSUP/Law Enforcement/Grant Relevant Training	TBA	Transportation	Round-Trip	$700.00	1.00	4.00	2.00	$5,600.00		$5,600.00
COSSUP/Law Enforcement/Grant Relevant Training	TBA	Meals	Day	$92.00	4.00	3.00	2.00	$2,208.00		$2,208.00
COSSUP/Law Enforcement/Grant Relevant Training	TBA	Lodging	Night	$200.00	4.00	3.00	2.00	$4,800.00		$4,800.00

Travel Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$13,808	$0	$13,808

Additional Narrative

Travel funds are requested to support attendance at COSSUP-related law enforcement training, conferences, and operational coordination activities for personnel assigned to the Jackson Police Department's Investigations and Narcotics Divisions.

Transportation $5,600: Supports round-trip airfare/travel costs for four (4) personnel attending two (2) project-related training or conference events at an estimated cost of $700 per person per trip.

Meals ($2,208): Supports meal expenses for three (3) personnel for four (4) travel days during two (2) project-related events at the estimated federal per diem rate o $92 per day.

Lodging ($4,800): Supports hotel accommodations for three (3) personnel attending two (2) project-related events at an estimated rate of $200 per night for four (4) nights.

Ground Transportation/Uber/Taxi ($1,200): Supports Uber, taxi, shuttle, and local transportation expenses for four (4) personnel attending two (2) project-related events at an estimated cost of $150 per traveler per trip.

Travel activities will support training, intelligence-sharing, officer safety, and evidence-based narcotics enforcement efforts aligned with the goals of the COSSUP program.

Year 2

Travel Detail

Purpose of Travel	Location	Type of Expense	Basis	Cost	Quantity	# Of Staff	# Of Trips	Total Cost	Non-Federal Contribution	Federal Request
COSSUP/Law Enforcement/Grant Relevant Training	TBA	Other	N/A	$150.00	1.00	4.00	2.00	$1,200.00		$1,200.00

COSSUP/Law Enforcement/Grant Relevant Training	TBA	Transportation	Round-Trip	$700.00	1.00	4.00	2.00	$5,600.00	$5,600.00
COSSUP/Law Enforcement/Grant Relevant Training	TBA	Meals	Day	$92.00	4.00	3.00	2.00	$2,208.00	$2,208.00
COSSUP/Law Enforcement/Grant Relevant Training	TBA	Lodging	Night	$200.00	4.00	3.00	2.00	$4,800.00	$4,800.00

Travel Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
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Travel activities will support training, intelligence-sharing, officer safety, and evidence-based narcotics enforcement efforts aligned with the goals of the COSSUP program.

Year 3

Travel Detail

Purpose of Travel	Location	Type of Expense	Basis	Cost	Quantity	# Of Staff	# Of Trips	Total Cost	Non-Federal Contribution	Federal Request
COSSUP/Law Enforcement/Grant Relevant Training	TBA	Other	N/A	$150.00	1.00	4.00	2.00	$1,200.00		$1,200.00
COSSUP/Law Enforcement/Grant Relevant Training	TBA	Transportation	Round-Trip	$700.00	1.00	4.00	2.00	$5,600.00		$5,600.00
COSSUP/Law Enforcement/Grant Relevant Training	TBA	Meals	Day	$92.00	4.00	3.00	2.00	$2,208.00		$2,208.00
COSSUP/Law Enforcement/Grant Relevant Training	TBA	Lodging	Night	$200.00	4.00	3.00	2.00	$4,800.00		$4,800.00

Travel Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$13,808	$0	$13,808

Additional Narrative

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$92 per day.

Lodging ($4,800): Supports hotel accommodations for three (3) personnel attending two (2) project-related events at an estimated rate of $200 per night for four (4) nights.

Ground Transportation/Uber/Taxi ($1,200): Supports Uber, taxi, shuttle, and local transportation expenses for four (4) personnel attending two (2) project-related events at an estimated cost of $150 per traveler per trip.

Travel activities will support training, intelligence-sharing, officer safety, and evidence-based narcotics enforcement efforts aligned with the goals of the COSSUP program.

Equipment

Instructions

List non-expendable items that are to be purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items shoul be included in the "Supplies" category Applications should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject t rapid technological advances. Rented or leased equipment costs should be listed in the "Contracts" data fields under the "Sub awards" (Sub grants)/Procurement Contract category. In the budget narrative, explain how the equipment is necessary for the success In the budget narrative, explain how the equipment is necessary for the success the project, and describe the procurement method to be used. All requested information must be included in the budget detail worksheet and budget narrative.

Year 1

Equipment Detail

Equipment Item	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
Hand-Held Narcotics Analyzer	1.00	$45,000.00	$45,000.00		$45,000.00
Automatic License Plate Readers	3.00	$30,000.00	$90,000.00		$90,000.00
Narcotic K-9 with handler training	1.00	$30,000.00	$30,000.00		$30,000.00
UAS w License and Subscription	1.00	$50,000.00	$50,000.00		$50,000.00
Wireless Mobile Printer	3.00	$300.00	$900.00		$900.00
Ram Bar	1.00	$725.00	$725.00		$725.00
Breacher Back Pack Set	1.00	$2,000.00	$2,000.00		$2,000.00
Threat Plate Med/Lg	3.00	$1,250.00	$3,750.00		$3,750.00
Transport Bag	2.00	$200.00	$400.00		$400.00
21x36 Shield No Light	1.00	$11,872.00	$11,872.00		$11,872.00
Shield No Light	1.00	$9,250.00	$9,250.00		$9,250.00
Helmet w Pads	3.00	$907.00	$2,721.00		$2,721.00
Hard Armor	6.00	$341.00	$2,046.00		$2,046.00
Pouch	3.00	$51.00	$153.00		$153.00
Shoulder Trap	3.00	$215.00	$645.00		$645.00
Tactical vest	3.00	$2,400.00	$7,200.00		$7,200.00

Equipment Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$256,662	$0	$256,662

Additional Narrative

Funds are requested to support tactical, officer safety, investigative, and operational equipment for personnel assigned to the Jackson Police Department's Investigations and Narcotics Divisions. These items will strengthen the department's ability to safely identify, investigate, search, deploy, detect, and disrupt the unlawful distribution of opioids, fentanyl, stimulants, and other illicit substances during narcotics enforcement and interdiction operations.

Requested equipment includes one (1) Ram Bar at $725; one (1) Breacher Backpack Set at $2,000; three (3) Threat Plates at $1,250 each totaling $3,750; two (2) Transport Bags at $200 each totaling $400; one (1) 21x36 Ballistic Shield at $11,872; one (1) 20x30 Ballistic Shield at $9,250; three (3) Helmets with Pads at $907 each totaling $2,721; six (6) Hard Armor Plates at $341 each totaling $2,046; three (3) tactical pouches at $51 each totaling $153; three (3) Shoulder Traps at $215 each totaling $645; ALPRs at $30,000 per reader with subscription; and; hand held narcotics analyzer at 45000.00; three (3) Tactical Vests at $2,400 each totaling $7,200.

Additional equipment includes one (1) UAS/Drone system with licensing and subscription services at $50,000 to support aerial surveillance, operational intelligence, search capabilities, and narcotics interdiction activities; three (3) wireless mobile printers at $300 each totaling $900 to support field operations and investigative documentation; and one (1) narcotics detection K-9 with associated handler training totaling $30,000 to support narcotics detection, interdiction operations, vehicle searches, and intelligence-led enforcement activities.

The requested equipment will improve officer safety, operational readiness, tactical response capabilities, intelligence-gathering efforts, and investigative operations for officers assigned to narcotics and investigative functions. These resources will support evidence-based interdiction strategies and assist JPD in combating violent criminal activity and disrupting illicit substance distribution networks throughout the City of Jackson and surrounding service areas.

Year 2

Equipment Detail

Equipment Item	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
Hand-Held Narcotics Analyzer	1.00	$45,000.00	$45,000.00		$45,000.00
ALPR	3.00	$30,000.00	$90,000.00		$90,000.00
Narcotic K-9 with handler training	1.00	$30,000.00	$30,000.00		$30,000.00
UAS w License and Subscription	1.00	$50,000.00	$50,000.00		$50,000.00
Wireless Mobile Printer	3.00	$300.00	$900.00		$900.00
Ram Bar	1.00	$725.00	$725.00		$725.00
Breacher Back Pack Set	1.00	$2,000.00	$2,000.00		$2,000.00
Threat Plate Med/Lg	3.00	$1,250.00	$3,750.00		$3,750.00
Transport Bag	2.00	$200.00	$400.00		$400.00
21x36 Shield No Light	1.00	$11,872.00	$11,872.00		$11,872.00
Shield No Light	1.00	$9,250.00	$9,250.00		$9,250.00
Helmet w Pads	3.00	$907.00	$2,721.00		$2,721.00
Hard Armor	6.00	$341.00	$2,046.00		$2,046.00
Pouch	3.00	$51.00	$153.00		$153.00
Shoulder Trap	3.00	$215.00	$645.00		$645.00
Tactical vest	3.00	$2,400.00	$7,200.00		$7,200.00

Equipment Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$256,662	$0	$256,662

Additional Narrative

Funds are requested to support tactical, officer safety, investigative, and operational equipment for personnel assigned to the Jackson Police Department's Investigations and Narcotics Divisions. These items will strengthen the department's ability to safely identify, investigate, search, deploy, detect, and disrupt the unlawful distribution of opioids, fentanyl, stimulants, and other illicit substances during narcotics enforcement and interdiction operations.

Requested equipment includes one (1) Ram Bar at $725; one (1) Breacher Backpack Set at $2,000; three (3) Threat Plates at $1,250 each totaling $3,750; two (2) Transport Bags at $200 each totaling $400; one (1) 21x36 Ballistic Shield at $11,872; one (1) 20x30 Ballistic Shield at $9,250; three (3) Helmets with Pads at $907 each totaling $2,721; six (6) Hard Armor Plates at $341 each totaling $2,046; three (3) tactical pouches at $51 each totaling $153; three (3) Shoulder Traps at $215 each totaling $645; ALPRs at $30,000 plust license and subscription; and hand held narcotics analyzer at 45,000; three (3) Tactical Vests at $2,400 each totaling $7,200.

Additional equipment includes one (1) narcotics detection K-9 with associated handler training totaling $30,000 to support narcotics detection, interdiction operations, vehicle searches, and intelligence-led enforcement activities.

The requested equipment will improve officer safety, operational readiness, tactical response capabilities, intelligence-gathering efforts, and investigative operations for officers assigned to narcotics and investigative functions. These resources will support evidence-based interdiction strategies and assist JPD in combating violent criminal activity and disrupting illicit substance distribution networks throughout the City of Jackson and surrounding service areas.

Year 3

Equipment Detail

Equipment Item	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
Hand Held Narcotics Analyzer	1.00	$45,000.00	$45,000.00		$45,000.00
ALPRs	4.00	$30,000.00	$120,000.00		$120,000.00
UAS w License and Subscription	1.00	$50,000.00	$50,000.00		$50,000.00
Wireless Mobile Printer	3.00	$300.00	$900.00		$900.00
Ram Bar	1.00	$725.00	$725.00		$725.00
Breacher Back Pack Set	1.00	$2,000.00	$2,000.00		$2,000.00
Threat Plate Med/Lg	3.00	$1,250.00	$3,750.00		$3,750.00
Transport Bag	2.00	$200.00	$400.00		$400.00
21x36 Shield No Light	1.00	$11,872.00	$11,872.00		$11,872.00
Shield No Light	1.00	$9,250.00	$9,250.00		$9,250.00
Helmet w Pads	3.00	$907.00	$2,721.00		$2,721.00
Hard Armor	6.00	$341.00	$2,046.00		$2,046.00
Pouch	3.00	$51.00	$153.00		$153.00
Shoulder Trap	3.00	$215.00	$645.00		$645.00
Tactical vest	3.00	$2,400.00	$7,200.00		$7,200.00

Equipment Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$256,662	$0	$256,662

Additional Narrative

Funds are requested to support tactical, officer safety, investigative, and operational equipment for personnel assigned to the Jackson Police Department's Investigations and Narcotics Divisions. These items will strengthen the department's ability to safely identify, investigate, search, deploy, detect, and disrupt the unlawful distribution o opioids, fentanyl, stimulants, and other illicit substances during narcotics enforcement and interdiction operations.

Requested equipment includes one (1) Ram Bar at $725; one (1) Breacher Backpack Set at $2,000; three (3) Threat Plates at $1,250 each totaling $3,750; two (2) Transport Bags at $200 each totaling $400; one (1) 21x36 Ballistic Shield at $11,872; one (1) 20x30 Ballistic Shield at $9,250; three (3) Helmets with Pads at $907 each totaling $2,721; six (6) Hard Armor Plates at $341 each totaling $2,046; three (3) tactical pouches at $51 each totaling $153; three (3) Shoulder Traps at $215 each totaling $645; Hand-held narcotics analyzer w subscription; and three (3) Tactical Vests at $2,400 each totaling $7,200.

The requested equipment will improve officer safety, operational readiness, tactical response capabilities, intelligence-gathering efforts, and investigative operations for officers assigned to narcotics and investigative functions. These resources will support evidence-based interdiction strategies and assist JPD in combating violent criminal activity and disrupting illicit substance distribution networks throughout the City of Jackson and surrounding service areas.

Supply Items

Instructions

List items by type (office supplies, postage, training materials, copy paper, and expendable equipment items costing less than $10,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project. All requested information must be included in the budget detail worksheet and budget narrative.

Year 1

Supply Item Detail

Purpose of Supply Items	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Supplies Needed for Narcotics Officers	1.00	$590.00	$590.00		$590.00

Supplies Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$590	$0	$590

Additional Narrative

Funds are requested for miscellaneous investigative, operational, and tactical supply replenishment costs associated with narcotics interdiction and intelligence-led enforcement activities conducted by personnel assigned to the Investigations and Narcotics Divisions.

Year 2

Supply Item Detail

Purpose of Supply Items	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
No items					

Supplies Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Year 3

Supply Item Detail

Purpose of Supply Items	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request

No items

Supplies Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Construction

Instructions

As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Consult with the DOJ grant-making component before budgeting funds in this category. In the narrative section, please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application.

Year 1

Construction Detail

Purpose of Construction	Description of Work	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request

No items

Construction Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Year 2

Construction Detail

Purpose of Construction	Description of Work	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request

No items

Construction Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Year 3

Construction Detail

Purpose of Construction	Description of Work	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request

No items

Construction Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Subawards

Instructions

Subawards (see "Subaward" definition at 2 CFR 200.92) : Provide a description of the Federal Award activities proposed to be carried out by any subrecipient and an estimate of the cost (include the cost per subrecipient, to the extent known prior to the application submission). For each subrecipient, enter the subrecipient entity name, if known. Please indicate any subaward information included under budget category Subawards (Subgrants) Contracts by including the label "(subaward)" with each subaward category.

Year 1

Subaward (Subgrant) Detail

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
No items								

Subawards Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Add Consultant Travel

Year 2

Subaward (Subgrant) Detail

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
No items								

Subawards Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Add Consultant Travel

Year 3

Subaward (Subgrant) Detail

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
No items								

Subawards Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Add Consultant Travel

Procurement contracts (see "Contract" definition at 2 CFR 200.22): Provide a description of the product or service to be procured by contract and an estimate of the cost. Indicate whether the applicant's formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separa justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold set in accordance with 4 U.S.C. 1908 (currently set at $250,000) for prior approval. Please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application. Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Unless otherwise approved by the COPS Office, approved consultant rates will be based on the salary a consultant receives from his or her primary employer. Consultant fees ir excess of $650 per day require additional written justification, and must be pre-approved in writing by the COPS Office if the consultant hired via a noncompetitive bidding process. Please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application. Please visit https://cops.usdoj.gov/grants for a list of allowable and unallowat costs for this program.

Instructions

Procurement contracts (see "Contract" definition at 2 CFR 200.1): Provide a description of the product or service to be procured by contract and an estimate of the cos Indicate whether the applicant's formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for noncompetitive procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at $250,000).

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Written prio approval and additional justification is required for consultant fees in excess of the DOJ grant-making component's threshold for an 8-hour day.

In the narrative section, please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application.

Year 1

Procurement Contract Detail

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
Community Partner	Community Partner to increase access to prevention programs and overdose reversal medications and expand treatment and recovery support services in the community	No	United States	Mississippi	Jackson	$162,000.00		$162,000.00

Do you need Consultant Travel?

No

Procurement Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$162,000	$0	$162,000

Additional Narrative

Funds are requested to support a competitively procured community-based partner at $162,000 annually for three (3) years totaling $488,000. The selected provider will support the Jackson Police Department's Regional Opioid Interdiction, Intelligence, and Recovery Initiative by providing intervention services, supportive services, peer recovery support, behavioral health resources, referral coordination, and recovery-focused assistance for individuals impacted by substance use disorders.

The community partner will work collaboratively with the Jackson Police Department's Investigations and Narcotics Divisions to strengthen public safety and community-based recovery efforts associated with opioid, stimulant, and illicit substance enforcement activities. Services may include case management, intervention coordination, peer recovery support, behavioral health referrals, resource navigation, and community outreach designed to support individuals seeking intervention or recovery assistance.

The City of Jackson will utilize a competitive procurement process to identify and select a qualified provider. As part of the procurement process, applicants will be required to submit a detailed scope of services, project implementation plan, staffing information, measurable deliverables, and a budget narrative outlining propos use of funds and service delivery activities. The selected provider will be required to comply with all applicable federal, state, local, and grant-related requirements associated with the COSSUP program.

Year 2

Procurement Contract Detail

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
Community Partner	Community Partner to increase access to prevention programs and overdose reversal medications and expand treatment and recovery support services in the community	No	United States	Mississippi	Jackson	$163,000.00		$163,000.00

Do you need Consultant Travel?

No

Procurement Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$163,000	$0	$163,000

Additional Narrative

Funds are requested to support a competitively procured community-based partner at $163,000 annually for three (3) years totaling $488,000. The selected provider will support the Jackson Police Department's Regional Opioid Interdiction, Intelligence, and Recovery Initiative by providing intervention services, supportive services, peer recovery support, behavioral health resources, referral coordination, and recovery-focused assistance for individuals impacted by substance use disorders.

The community partner will work collaboratively with the Jackson Police Department's Investigations and Narcotics Divisions to strengthen public safety and community-based recovery efforts associated with opioid, stimulant, and illicit substance enforcement activities. Services may include case management, intervention coordination, peer recovery support, behavioral health referrals, resource navigation, and community outreach designed to support individuals seeking intervention or recovery assistance.

The City of Jackson will utilize a competitive procurement process to identify and select a qualified provider. As part of the procurement process, applicants will be required to submit a detailed scope of services, project implementation plan, staffing information, measurable deliverables, and a budget narrative outlining proposed use of funds and service delivery activities. The selected provider will be required to comply with all applicable federal, state, local, and grant-related requirements associated with the COSSUP program.

Year 3

Procurement Contract Detail

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
Community Partner	Community Partner to increase access to prevention programs and overdose reversal medications and expand treatment and recovery support services in the community	No	United States	Mississippi	Jackson	$163,000.00		$163,000.00

Do you need Consultant Travel?

No

Procurement Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$163,000	$0	$163,000

Additional Narrative

Funds are requested to support a competitively procured community-based partner at $163,000 annually for three (3) years totaling $488,000. The selected provider

will support the Jackson Police Department's Regional Opioid Interdiction, Intelligence, and Recovery Initiative by providing intervention services, supportive

services, peer recovery support, behavioral health resources, referral coordination, and recovery-focused assistance for individuals impacted by substance use disorders.

The community partner will work collaboratively with the Jackson Police Department's Investigations and Narcotics Divisions to strengthen public safety and community-based recovery efforts associated with opioid, stimulant, and illicit substance enforcement activities. Services may include case management, intervention coordination, peer recovery support, behavioral health referrals, resource navigation, and community outreach designed to support individuals seeking intervention or recovery assistance.

The City of Jackson will utilize a competitive procurement process to identify and select a qualified provider. As part of the procurement process, applicants will be required to submit a detailed scope of services, project implementation plan, staffing information, measurable deliverables, and a budget narrative outlining proposed use of funds and service delivery activities. The selected provider will be required to comply with all applicable federal, state, local, and grant-related requirements associated with the COSSUP program.

Other Direct Costs

Instructions

List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent. All requested information mu be included in the budget detail worksheet and budget narrative.

Year 1

Other Cost Detail

Description	Quantity	Basis	Costs	Length of Time	Total Costs	Non-Federal Contribution	Federal Request
No items							

Other Costs Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Year 2

Other Cost Detail

Description	Quantity	Basis	Costs	Length of Time	Total Costs	Non-Federal Contribution	Federal Request
No items							

Other Costs Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Year 3

Other Cost Detail

Description	Quantity	Basis	Costs	Length of Time	Total Costs	Non-Federal Contribution	Federal Request

No items

Other Costs Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Indirect Costs

Instructions

Indirect costs are allowed only if: a) the applicant has a current, federally approved indirect cost rate; or b) the applicant is eligible to use and elects to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f). (See paragraph D.1.b. in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals for a description of entities that may not elect to use the "de minimis" rate.) An applicant with a current, federally approved indirect cost rate must attach a copy of the rate approval, (a fully-executed, negotiated agreement). If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories. (Applicant Indian tribal governments, in particular, should review Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals regarding submission and documentation of indirect cost proposals.) All requested information must be included in the budget detail worksheet and budget narrative. In order to use the "de minimis" indirect rate an applicant would need to attach written documentation to the application that advises DOJ of both the applicant's eligibility (to use the "de minimis" rate) and its election. If the applicant elects the de minimis method, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. In addition, if this method is chosen then it must be used consistently for all federal awards until such time as the applicant entity chooses to negotiate a federally approved indirect cost rate.

Year 1

Indirect Cost Detail

Description	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request

No items

Indirect Costs Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Additional Narrative

No indirect costs requested

Year 2

Indirect Cost Detail

Description	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request

No items

Indirect Costs Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Additional Narrative

Year 3

Indirect Cost Detail

Description	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
No items					

Indirect Costs Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Additional Narrative

Additional Application Components

Tribal Authorizing Resolution

No documents have been uploaded for Tribal Authorizing Resolution

Documentation of Anticipated Benefit to Qualified Opportunity Zones (if applicable)

No documents have been uploaded for Documentation of Anticipated Benefit to Qualified Opportunity Zones (if applicable)

Research and Evaluation Independence and Integrity Statement

No documents have been uploaded for Research and Evaluation Independence and Integrity Statement

Additional Attachments

Name	Category	Created by	Date Added
Resume_MManogin.pdf	Additional Application Components Other	Mary Manogin	05/11/2026
Resume F Suttles.pdf	Additional Application Components Other	Mary Manogin	05/11/2026
Quadarius Draine Resume.docx	Additional Application Components Other	Mary Manogin	05/11/2026
Resume Will Update.docx	Additional Application Components Other	Mary Manogin	05/11/2026
A.Lewis Resume .docx	Additional Application Components Other	Mary Manogin	05/11/2026
COSSUP Certification Signed UAS.pdf	Appendix 1: Certification by the Chief Executive Officer (or senior official) of the Applicant	Mary Manogin	05/11/2026

	Government		
Name	**Category**	**Created by**	**Date Added**
COSSUP Certification Signed.pdf	Appendix 1: Certification by the Chief Executive Officer (or senior official) of the Applicant Government	Mary Manogin	05/11/2026

Disclosures and Assurances

No Lobbying Activities

The applicant is not required to submit a lobbying disclosure under 31 U.S.C. 1352 for this application.

No documents have been uploaded for Disclosure of Lobbying Activities

Disclosure of Duplication in Cost Items

No. (Applicant Name on SF-424) does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application.

DOJ Certified Standard Assurances

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application–

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance–

a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and

b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application–

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self- Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge :

Signed

SignerID

mmanogin@jacksonms.gov

Signing Date / Time

5/11/26 8:52 PM

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements Law Enforcement and Community Policing

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; COORDINATION WITH AFFECTED AGENCIES

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a)No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b)If the Applicant's request for Federal funds is in excess of $100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State,

tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;
(2) The Applicant's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 999 North Capitol Street, NE Washington, DC 20531.

Notice shall include the identification number(s) of each affected award;

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

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with

the requirements of the Rehabilitation Act of 1973, as amended; or

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

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

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge *

Certified

SignerID

mmanogin@jacksonms.gov

Signing Date / Time

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Other Disclosures and Assurances

Applicant Disclosure and Justification - DOJ High Risk Grantees

No documents have been uploaded for Application Disclosure and Justification - DOJ High Risk Grantees

No documents have been uploaded for Other Disclosures and Assurances

Declaration and Certification to the U.S. Department of Justice as to this Application Submission

By [taking this action], I --

1. Declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I have authority to make this declaration and certification on behalf of the applicant; (2) I have conducted or there was conducted (including by the applicant's legal counsel as appropriate, and made available to me) a diligent review of all requirements pertinent to and all matters encompassed by this declaration and certification.

2. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this application submission: (1) I have reviewed this application and all supporting materials submitted in connection therewith (including anything submitted in support of this application by any person on behalf of the applicant before or at the time of the application submission and any materials that accompany this declaration and certification); (2) The information in this application and in all supporting materials is accurate, true, and complete information as of the date of this request; and (3) I have the authority to submit this application on behalf of the applicant.

3. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Please Acknowledge *

Signed

SignerID

mmanogin@jacksonms.gov

Signing Date / Time

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Other

No documents have been uploaded for Other

Certified

OMB No. 1121-0329
Approval Expires 02/28/2027

BJA FY25 Comprehensive Opioid, Stimulant, and Substance Use, Site-Based Program

Anticipated Total Amount To Be Awarded Under This Funding Opportunity: $104,400,000

Anticipated Award Ceiling: $1,600,000 (Category 1a); $1,300,000 (Category 1b); $1,000,000 (Category 1c); $7,000,000 (Category 2); $1,000,000 (Category 3)

Anticipated Period of Performance Duration: 36 months

Funding Opportunity Number: O-BJA-2025-172485

Deadline to submit SF-424 in Grants.gov: **May 8, 2026, 11:59 PM Eastern Time**
Deadline to submit application in JustGrants: **May 11, 2026, 8:59 PM Eastern Time**

BJA
Bureau of Justice Assistance
U.S. Department of Justice

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BASIC INFORMATION

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is accepting applications for funding in response to this notice of funding opportunity (NOFO).

Agency Name	U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance
NOFO Title	BJA FY25 Comprehensive Opioid, Stimulant, and Substance Use, Site-Based Program
Announcement Type	Initial
Funding Opportunity Number	O-BJA-2025-172485
Assistance Listing Number	16.838

Executive Summary

This funding opportunity seeks to develop, implement or expand comprehensive programs in response to overdose deaths, illicit opioids, stimulants, and other substances of abuse. Through this program, state, territorial, local, and tribal governments can support law enforcement-related activities including efforts to locate and investigate illicit activities related to the unlawful distribution of opioids; increase access to prevention programs and overdose reversal medications; and expand treatment and recovery support services in the community and within correctional facilities.

Please see the Eligible Applicants section for the eligibility criteria.

OJP is committed to advancing work that furthers DOJ's mission to uphold the rule of law, to keep our country safe, and to protect civil rights. OJP provides federal leadership, funding, and other critical resources to directly support law enforcement, combat violent crime, protect American children, provide services to American crime victims, and address public safety challenges, including human trafficking and the opioid crisis.

Key Dates and Times

Funding Opportunity Release Date	March 25, 2026
Pre-Application Webinar	Details about a webinar for this NOFO will be provided at a later date. Please be sure to check BJA's Upcoming Events for further information.
SAM.gov Registration/Renewal	Begin process by March 25, 2026 and no later than April 20, 2026
Step 1: Grants.gov Application Deadline	11:59 p.m. Eastern Time on May 8, 2026
Step 2: JustGrants Application Deadline	8:59 p.m. Eastern Time on May 11, 2026

Funding Details

Anticipated Total Amount To Be Awarded Under This Funding Opportunity:
$104,400,000

- **Category 1: Local governments**
  - *C-BJA-2025-00097-PROD, Subcategory 1a: Local—Urban area or large jurisdiction*
    - Anticipated Number of Awards: 19
    - Anticipated Award Ceiling: Up to $1,600,000
    - Anticipated Period of Performance Start Date: June 1, 2026
    - Anticipated Period of Performance Duration: 36 months
  - *C-BJA-2025-00098-PROD, Subcategory 1b: Local—Suburban area or medium-size jurisdiction*
    - Anticipated Number of Awards: 20
    - Anticipated Award Ceiling: Up to $1,300,000
    - Anticipated Period of Performance Start Date: June 1, 2026
    - Anticipated Period of Performance Duration: 36 months
  - *C-BJA-2025-00099-PROD, Subcategory 1c: Local—Rural jurisdiction*
    - Anticipated Number of Awards: 10
    - Anticipated Award Ceiling: Up to $1,000,000
    - Anticipated Period of Performance Start Date: June 1, 2026
    - Anticipated Period of Performance Duration: 36 months
- **C-BJA-2025-00100-PROD, Category 2: State governments**
  - Anticipated Number of Awards: 4
  - Anticipated Award Ceiling: Up to $7,000,000
  - Anticipated Period of Performance Start Date: June 1, 2026
  - Anticipated Period of Performance Duration: 36 months
- **C-BJA-2025-00101-PROD, Category 3: Tribal governments**
  - Anticipated Number of Awards: 10
  - Anticipated Award Ceiling: Up to $1,000,000
  - Anticipated Period of Performance Start Date: June 1, 2026
  - Anticipated Period of Performance Duration: 36 months

Note: Applicants may propose a budget that is less than the anticipated award ceiling. amount. The budget should be reasonable to conduct the proposed project and be within the applicant's capacity to manage.

Availability of Funds

This funding opportunity, and awards under this funding opportunity, are subject to the availability of funding and any changes or additional requirements that may be imposed by the agency or by law. In addition, nothing in this NOFO is intended to, nor does it, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States or its departments, agencies, entities, officers, employees, agents, or any other person.

Statutory Authority

Authority for awards under this funding opportunity is provided by the Full-Year Continuing Appropriations Act, 2025 (Pub. L. No. 119-4, Div. A, Secs. 1101(a)(2) and 1301(4), 139 Stat. 9, 10-11, 17; see Pub. L. No. 118-42, 138 Stat. 25, 148-49, para. 15(F)).

Agency Contact Information

For assistance with the requirements of this funding opportunity:

OJP Response Center
Phone: 800-851-3420 or 202-353-5556 (TTY for hearing-impaired callers only)
Email: OJP.ResponseCenter@usdoj.gov
Hours of operation: 9:00 a.m. to 5:00 p.m. Eastern Time (ET) Monday–Friday

For assistance with **SAM.gov** (registration/renewal):

SAM.gov Help Desk
Web: SAM.gov Help Desk (Federal Service Desk)
Hours of operation: 8:00 a.m. to 8:00 p.m. ET Monday–Friday

For assistance with **Grants.gov** (registration, submission of the Application for Federal Assistance SF-424):

Grants.gov Customer Support Hotline
Phone: 800-518-4726, 606-545-5035
Email: support@grants.gov
Web: Grants.gov Customer Support
Hours of operation: 24 hours a day, 7 days a week, except on federal holidays

For assistance with **JustGrants** (registration, submission of full application):

JustGrants Service Desk
Phone: 833-872-5175
Email: JustGrants.Support@usdoj.gov
Hours of operation: 7:00 a.m. to 9:00 p.m. ET Monday–Friday and 9:00 a.m. to 5:00 p.m. ET on Saturday, Sunday, and federal holidays.

For procedures related to unforeseen technical issues beyond the control of the applicant that impact submission by the deadlines, see Experiencing Technical Issues Preventing Submission of an Application (Technical Waivers).

Resources for Applying

Pre-Application Webinar: Details about a webinar for this NOFO will be provided at a later date. Please be sure to check BJA's Upcoming Events for further information.

OJP Grant Application Resource Guide: Referred to as the "Application Resource Guide" throughout the NOFO, this resource provides guidance to help applicants for OJP funding prepare and submit their applications.

JustGrants Application Submission Training Webpage: Offers helpful information and resources on the grant application process.

Note: If this NOFO requires something different from any guidance provided in the Application Resource Guide, the difference will be noted in this NOFO and the applicant should follow the guidance in this NOFO.



ELIGIBILITY

Eligible Applicants

The types of entities that are eligible to apply for this funding opportunity are listed below:

- **Government Entities**
  - State governments
  - County governments
  - City or township governments
  - Special district governments
  - Native American tribal governments (federally recognized)
- **Other**
  - Other units of local government

State Government Entities: For the purposes of this NOFO, "state" means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

"Other" Entities Definition:

- **Other Units of Local Government:** For the purposes of this notice of funding opportunity, other units of local government include towns, boroughs, parishes, villages, or other general purpose political subdivisions of a state.

Additional Applicant Eligibility Factors

In order to request a federal grant award under this program, an applicant that is a State or local government entity must submit a certification (using only the template provided in Appendix 1, entitled "Certification by the Chief Executive Officer (or senior official) of the Applicant Government." Tribal government entities and educational organizations (e.g., public or state-controlled institutions of higher education) are not required to submit this certification. This certification is a basic minimum requirement of this funding opportunity, such that applications from applicants that are required to submit it and fail to do so, will be denied.

Also, such applicants should anticipate that awards to state or local government entities under this NOFO will include an award condition addressing compliance with 8 U.S.C. 1373.

Local Governments (Category 1): Applicants that are applying as local governments should ensure they apply under the appropriate subcategory, based on the population size of the jurisdiction receiving services, as noted below:

- Subcategory 1a: Local—Urban area or large jurisdiction. This includes an urban area or large jurisdiction with a population greater than 500,000.
- Subcategory 1b: Local—Suburban area or medium-size jurisdiction. This includes a suburban or medium-size jurisdiction with a population between 100,000 and 500,000.
- Subcategory 1c: Local—Rural jurisdiction. This includes a rural jurisdiction as defined by the Rural Health Grants Eligibility Analyzer. All jurisdictions that are not designated as rural via the analyzer but have a population of less than 100,000 should apply in subcategory 1b.

State Governments (Category 2): Applicants that are applying as state governments should ensure they apply under Category 2.

- Eligible state applicants include either the State Administering Agency (SAA) responsible for directing criminal justice planning, the State Alcohol and Substance Use Agency, or other state agency deemed appropriate to coordinate and manage the planning and implantation of the proposed project.
- State applicants must apply for funding on behalf of six or more jurisdictions or areas (including localities, judicial districts, tribal entities, regions, or other location designations affected by increases in substance use or high rates of illicit opioid distribution) within the state. The state must assume responsibility for the management, oversight, and evaluation of all projects identified.

Tribal Governments (Category 3): This includes all Native American tribal governments (federally recognized).

BJA may choose to fund applications submitted under this FY 2025 NOFO in future fiscal years, dependent on, among other considerations, the merit of the applications and the availability of appropriations.

Limit on Number of Applications

An applicant may submit more than one application if each application proposes a different project in response to the NOFO. For example, a state applicant may submit more than one application under Category 2 if each application proposes separate jurisdictions or focus areas and aligns with the goals of the NOFO. Additionally, local or tribal jurisdictions included as a jurisdiction recommended for funding in a Category 2 application may also apply as a direct grant recipient under Category 1. However, in either case, jurisdictions will not receive more than one award for the same project in the same fiscal year.

Applications under which two or more entities (project partners) would carry out the federal award will be considered. However, only one entity may be the applicant for the NOFO; any others must be proposed as subrecipients. See the Application Resource Guide for additional information on subawards.

An entity may be proposed as a subrecipient in more than one application.

Cost Sharing/Match Requirement

This NOFO does **not** require cost sharing/match.



PROGRAM DESCRIPTION

General Purpose of the Funding

COSSUP funds support the development, implementation, or expansion of comprehensive programs in response to overdose deaths, illicit opioids, stimulants, and other substances. Through this program, state, territorial, local, and tribal governments can support law enforcement-related activities, including efforts to locate and investigate illicit activities related to the unlawful distribution of opioids; increase access to prevention programs and overdose reversal medications; and expand treatment and recovery support services in the community, within correctional facilities and upon reentry.

Allowable Uses of Funds:

- Locating or investigating illicit activities related to the unlawful distribution of opioids.
- Pre-booking or post-booking alternative-to-incarceration treatment programs that serve individuals at high risk for overdose or substance abuse.
- Law enforcement and other first responder diversion programs. A variety of multidisciplinary overdose prevention, response, and diversion and referral models, led by law enforcement and other first responders, have emerged in communities throughout the nation. Education and prevention programs to connect law enforcement agencies with K–12 students.
- Prescription drug take-back programs for unused controlled substances found in the home and used by hospitals, long-term care facilities, and other facilities.
- Naloxone, including training on the use of naloxone, for law enforcement, first responders, criminal justice professionals, and communities.
- Embedding social services with law enforcement in order to respond rapidly to drug overdoses.
- Court-based intervention programs or family court programming to prioritize and expedite treatment and recovery services to individuals at high risk for overdose.
    - *Note: Funding is also available under other BJA and Office of Juvenile Justice and Delinquency Prevention (OJJDP) NOFOs to implement or enhance an adult treatment court, a juvenile drug court, a family treatment court, or a veterans treatment court.*
- Evidence-based treatment, such as medications for opioid use disorder, as well as recovery support services including transitional or recovery housing and peer recovery support services. No more than 30 percent of total grant funds may be used for transitional or recovery housing.
- Comprehensive, real-time, regional information collection, analysis, and dissemination.

Applicants should refer to Application Contents, Submission Requirements, and Deadlines; Budget Detail Form for information on allowable and unallowable costs that may inform the development of their project design.

Agency Funding Priorities

In order to advance public safety and help meet its mission, OJP will provide priority consideration applicants that propose (as applicable within the scope of this funding opportunity) projects designed to advance the goals listed below. Applicants seeking priority consideration

should specify in the proposal narrative (and in the budget detail form, as applicable) which of the following goal(s) the project is intended to advance and how it will do so:

(a) Directly supporting law enforcement operations (including immigration law enforcement operations);

(b) Combatting violent crime;

(c) Supporting services to American citizens;

(d) Protecting American children;

(e) Supporting American victims of trafficking and sexual assault; and

(f) State/local law enforcement efforts that are coordinated with federal law enforcement efforts (including immigration law enforcement efforts)—at minimum as shown by—

> (1) compliance with 8 U.S.C. § 1373, which provides that state and local government entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity; and
>
> (2) having in place a statute, ordinance, rule, regulation, policy, or practice that is designed to ensure both— (A) that agents of the United States acting under color of federal law in fact are given access to any pertinent correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States; and (B) that, when any such facility receives from the U.S. Department of Homeland Security a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility in fact will honor such request and (as early as practicable) provide the requested notice to such Department.

In addition to the agency priorities listed above, priority consideration will be given under this NOFO to applicants in states and units of local government that actively meet the below criteria, to the maximum extent permitted by law:

> (i) enforce prohibitions on open illicit drug use;
>
> (ii) enforce prohibitions on urban camping and loitering;
>
> (iii) enforce prohibitions on urban squatting;
>
> (iv) enforce, and where necessary, adopt, standards that address individuals who are a danger to themselves or others and suffer from serious mental illness or substance use disorder, or who are living on the streets and cannot care for themselves, through assisted outpatient treatment or by moving them into treatment centers or other appropriate facilities via civil commitment or other available means, to the maximum extent permitted by law; or

(v) for state applicants, substantially implement and comply with, to the extent required, the registration and notification obligations of the Sex Offender Registry and Notification Act, particularly in the case of registered sex offenders with no fixed address, including by adequately mapping and checking the location of homeless sex offenders.

Applicants seeking this additional priority consideration, should complete the "Agency Funding Priorities Inventory—Ending Crime and Disorder (Funding Priority Inventory 3)" in JustGrants to indicate which criteria they are actively meeting.

Note: Addressing these priority areas is one of many factors that OJP considers in making funding decisions. Receiving priority consideration for one or more priority areas does not guarantee a funding award.

Unallowable Uses of Funds

The following are certain unallowable costs and certain activities that are out of the program scope and will not be funded.

1. Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.
2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations that (1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.
3. As specified in the DOJ Grants Financial Guide, in Chapter 3.13 "Unallowable Costs" ("Legal Services for Aliens"), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply: (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

Program Goals and Objectives

Goal: The goal of COSSUP is to reduce the impact of opioids, stimulants, and other substances on individuals and communities—including a reduction in the number of overdose fatalities—and to mitigate the impacts on crime victims by supporting comprehensive, collaborative initiatives.

Objective 1: Increase access to and receipt of prevention, treatment, and recovery support services for individuals with substance use disorder in the community, in correctional settings, and upon reentry.

Objective 2: Reduce overdose deaths.

Objective 3: Support law enforcement-related efforts, including locating or investigating illicit activities related to the unlawful distribution of opioids to promote public safety.

How Awards Will Contribute to Program Goals/Objectives

The award recipients will plan, implement, or expand comprehensive programs that identify, respond to, treat, and support those impacted by illicit opioids, stimulants, or other substances. The recipients will focus on improving safety and health outcomes for individuals who come in contact with the criminal justice systems through comprehensive programs. These efforts will contribute to increased capacity at the local and state level to support treatment and recovery, reductions in overdose deaths, and improved public safety.

Expected Outcomes: Deliverables and Performance Measures

To achieve the goals and objectives of this funding opportunity, OJP has identified expected deliverables that must be produced by a recipient. OJP has also identified performance measures (pieces of data) that will indicate how a recipient is achieving the performance goals and objectives previously identified. Recipients will need to collect and report this performance measure data to OJP.

OJP will measure success by reviewing a recipient's submission of performance reports and data and the extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

Deliverables

Award recipients will be expected to develop and submit the deliverables listed below in the course of implementing their proposed project.

Category 1 Deliverables:

1. Implement one or more of the allowable activities.
2. Submit a final report documenting the interventions, outcomes, and lesson learned.

Category 2 Deliverables:

1. Support selected jurisdictions' planning and implementation of projects.
2. Submit a final report documenting the interventions, outcomes, and lessons learned.

Category 3 Deliverables:

1. Implement one or more of the allowable activities.
2. Submit a final report documenting the interventions, outcomes, and lessons learned.

In addition to deliverables, recipients under this funding are required to follow the standard Post-Award Requirements and Administration.

Performance Measures

OJP will require each award recipient to submit regular performance reports that communicate progress toward achieving the goals and objectives identified in Program Goals and Objectives. Applicants can visit OJP's performance measurement page at ojp.gov/performance for more information on performance measurement activities.

BJA will provide further guidance on performance measures and the post-award submission process to successful awardees.

Funding Instrument

OJP expects to make awards under this funding opportunity as grants. See the "Administrative, National Policy, and Other Legal Requirements" section of the Application Resource Guide for a brief discussion of important statutes, regulations, and award conditions.



APPLICATION CONTENTS, SUBMISSION REQUIREMENTS, AND DEADLINES

This NOFO contains all the information needed to apply for this funding opportunity. The application for this funding opportunity is submitted through web-based forms and attachments in Grants.gov and JustGrants through the steps that follow.

Unique Entity Identifier (UEI) and SAM.gov Registration

To submit an application, an applicant must have an active registration in the System for Award Management (SAM.gov). SAM.gov assigns entities a unique entity identifier (UEI) that is required for the entity to apply for federal funding. Applicants will enter their UEI with their application. Award recipients must then maintain an active UEI for the duration of their award's period of performance.

First-time Registration: Entities registering in SAM.gov for the first time will submit information about their entity type and structure, financial information (such as dates of the fiscal year, banking information, and executive compensation), entity points of contact, and other information. The information is reviewed and verified by SAM.gov, and then a UEI is issued. This process may take several weeks, so entities considering applying for funding should begin the registration process as soon as possible.

Renewing an Existing Registration: Entities must renew their SAM.gov registration every 12 months to keep it active. If an entity does not renew their SAM.gov registration, it will expire. An expired registration can delay or prevent the submission of an application for funding in Grants.gov and JustGrants.

Applicants are encouraged to start the SAM.gov registration or renewal process **at least 30 days prior to the application's Grants.gov deadline.** Applicants who fail to begin the registration or renewal process at least 10 business days prior to the Grants.gov deadline may not be able to complete the process in time and will not be considered for a technical waiver that allows for late submission.

Submission Instructions: Summary

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants. See Basic Information: Key Dates and Times for the Grants.gov and JustGrants application deadlines.

- **Step 1:** The applicant must submit the required Application for Federal Assistance SF-424 by the Grants.gov deadline.
- **Step 2:** The applicant must submit the full application, including attachments, through JustGrants by the deadline (see JusticeGrants.usdoj.gov).

Submission Step 1: Grants.gov Submission of SF-424

Access/Registration

If the applicant does not already have a Grants.gov account, they will need to register for this opportunity in Grants.gov. Applicants should follow the Grants.gov Quick Start Guide for Applicants to register, create a workspace, assign roles, submit an application, and troubleshoot issues.

Submission of the SF-424

Applicants will begin the application process in Grants.gov with the submission of the SF-424, which collects the applicant's name, address, and UEI; the funding opportunity number; and proposed project title, among other information. The SF-424 must be signed by the Grants.gov Authorized Organizational Representative for the applicant.

See the Application Resource Guide for additional information on completing the SF-424.

Section 8F – Applicant Point of Contact: Please include the name and contact information of the individual **who will complete the application in JustGrants.** JustGrants will use this information (i.e., email address) to assign the application to this user in JustGrants.

Section 19 – Intergovernmental Review: This funding opportunity is not subject to Executive Order (E.O.) 12372 (Intergovernmental Review). Applicants should answer section 19 by selecting, "Program is not covered by E.O. 12372."

An applicant should submit the SF-424 as early as possible and recommended not later than 48 hours before the Grants.gov deadline. If an applicant fails to submit the SF-424 in Grants.gov by the deadline, they will be unable to submit their application in JustGrants.

Once the first part of the application has been successfully submitted in Grants.gov, the Grants.gov Workspace status will change from "In Progress" to "Submitted." Applicants will also receive a series of four Grants.gov email notifications. Refer to the DOJ Application Submission Checklist for additional details.

If an applicant needs to update information in the SF-424 after it is submitted in Grants.gov, they can update the information as part of their JustGrants submission (see Application Contents, Submission Requirements, and Deadlines: Standard Applicant Information). They do not need to submit an update in Grants.gov.

Submission Step 2: JustGrants Submission of Full Application

Access/Registration

For first-time JustGrants applicants, once the application is received from Grants.gov, DOJ will send an email (from DIAMD-NoReply@usdoj.gov) to the email address listed in Section 8F of the SF-424 with instructions on how to create a JustGrants account. This email should arrive within 24 hours after confirmation from Grants.gov of the SF-424 submission.

Creating and setting up a JustGrants account consists of three steps:

1. Follow the instructions in the email to first confirm who will be the Entity Administrator (the person who manages which staff can access JustGrants on behalf of the applicant).
2. Log in to JustGrants and confirm the information in the Entity Profile.
3. Invite other individuals who will serve as the Application Submitter and the Authorized Representative for the applicant to register for JustGrants.

These steps should be completed in JustGrants as early as possible and recommended not later than 48 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive a link in an email to complete the rest of the application in JustGrants. Applicants can find additional information on JustGrants registration in the DOJ Grant Application Submission Checklist.

Preparing for Submission

Some of the required sections of the application will be entered directly into JustGrants, and other sections will require documents to be uploaded and attached. Therefore, applicants should allow enough time before the JustGrants deadline to prepare, enter, and upload all the requirements of the application.

Applicants may save their application in the system and add to or change the application as needed prior to hitting the "Submit" button at the end of the application in JustGrants. After the application deadline, no changes or additions can be made to the application. **OJP recommends that applicants submit the complete application package in JustGrants at least 48 hours prior to the JustGrants deadline.**

For additional information, including file name and type requirements, see the "How To Apply" section in the Application Resource Guide.

Standard Applicant Information

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and can make whatever edits are needed. Within this section, the applicant will need to add ZIP codes for areas affected by the project; confirm their Authorized Representative; and confirm the organization's unique entity identifier, legal name, and address.

Proposal Abstract

A proposal abstract (no more than 2,000 characters) summarizing the proposed project must be completed in the JustGrants web-based form. The text from abstracts will be made publicly available on the OJP.gov and USASpending.gov websites if the project is awarded, so this section of the application should not contain any personally identifiable information (e.g., the name of the project director).

The abstract should be in paragraph form without bullets or tables and written in the third person (e.g., they, the community, their, themselves, rather than I or we). The abstract should include the following information:

- The name of the applicant's proposed project.
- The purpose of the proposed project (i.e., what the project will do and why it is necessary).
- Where the project will take place (i.e., the service area, if applicable).
- Who will be served by the project (i.e., who will be helped or have their needs addressed by the project).
- What activities will be carried out to complete the project.
- The subrecipient(s)/partner organizations or entities, if known.
- Deliverables and expected outcomes (i.e., what the project will achieve).

See the Application Resource Guide for an example of a proposal abstract.

Data Requested With Application

Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

The Financial Management and System of Internal Controls Questionnaire helps OJP assess what financial management and internal control systems the applicant has in place, whether these systems would be sufficient to maintain a funding award, and the associated potential risks of an applicant as part of the pre-award risk assessment process. Every OJP applicant (other than an individual applying in their personal capacity, not representing an applicant organization) is required to complete the web-based form in JustGrants. See the Application Resource Guide: Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status) for additional guidance on how to complete the questionnaire.

Agency Funding Priorities Inventory

Applicants seeking priority consideration under the Agency Funding Priorities section should answer the two inventory question sets, entitled Agency Funding Priorities Inventory and Agency Funding Priorities Inventory – Ending Crime and Disorder (Funding Priority Inventory 3), in their entirety in the web-based form in JustGrants.

Proposal Narrative

Format of the Proposal Narrative: The Proposal Narrative will be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point size font; have no less than 1-inch margins; have numbered pages; and should not exceed 20 pages. If the Proposal Narrative does not comply with these restrictions, OJP may consider such noncompliance in peer review and in final award decisions.

Sections of the Proposal Narrative: The Proposal Narrative must include the six sections listed below. If the applicant seeks priority consideration, the Proposal Narrative must state which priority goal(s) the applicant's project will advance and describe how (see section Agency Funding Priorities under Program Description).

1. Description of the Issue: What critical issue or problem is the applicant proposing to address with this project? Please include:

- The applicant entity and the state or region(s) or communities, including whether the proposed project area is urban, suburban, tribal, rural, or a combination.
- For Category 1 applicants, identify whether the application is applying under Subcategory 1a, 1b, or 1c.
- A brief explanation of the need, gap, or issue to be addressed by the proposed project.
- Supporting information, data, or evidence to demonstrate the need's existence, size, and impact on the target population and community. The applicant must provide verified sources for the data that support the description of the need.
- Information that documents the impact of opioids, stimulants, and other substances within the proposed project area(s), including fatal and nonfatal overdoses and unlawful distribution of opioids or other substances.
- Any specific challenges motivating the applicant's interest to apply for this grant.
- How the need relates to the purpose of the NOFO.

2. **Funding Need:** Why does the applicant need federal funding assistance? Please include:

   - An explanation of the applicant's inability to fund the proposed project without federal assistance.
   - A description of any existing funding or resources that are being leveraged to support the proposed project.
   - A list of all active BJA grants in your state or jurisdiction for activities that are related to those listed in the proposed application. Please include the grant number. Provide specific details about how the proposed project will be coordinated with existing COSSUP-affiliated projects (including Comprehensive Opioid Abuse Program (COAP) and Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) in the applicant's jurisdiction (either local or state) and how the proposed project will not be duplicative of current efforts. Search for past COAP/COSSAP/COSSUP awards by grantee at: Awards | Bureau of Justice Assistance.
   - For the purposes of this NOFO, BJA prefers to fund implementation or enhancement projects in jurisdictions that are not current BJA COSSUP-funded sites. If the applicant is a recipient of a COSSUP (including COSSAP or COAP) award that is active and has 12 months or more remaining on the project period, the applicant must clearly describe how this proposed project is distinct and intended to fund different activities or different service areas from those activities funded under the existing award.
     - For Category 2 (state applicants), if any of the applicant's proposed local or regional sites has an active COSSUP (including COSSAP or COAP) award with 12 months or more remaining on the project period, the applicant must clearly describe how this proposed project is distinct and intended to fund different activities from those activities funded under the existing award.
   - A description of the applicant's plan to sustain the proposed project activities after grant funding ends.

3. **Project Goals and Objectives:** How will the proposed project address the need identified and address the purpose of the NOFO? Please include:

   - Project goals (goals are broad, visionary statements on what the applicant hopes to accomplish).
   - Project objectives (objectives are specific outcomes the applicant plans to achieve through project activities).
   - How the applicant's goals and objectives relate to the goals and objectives of the NOFO.

4. **Project Design and Implementation:** How will the applicant implement project activities that meet the goals and objectives? Please include:

   - What activities the applicant will conduct to achieve the proposed goals and objectives. For example, increasing availability and access to naloxone. (Please refer to the allowable activities that are described under General Purpose of Funding on page 9 as you consider activities you seek to propose).
   - How the applicant will deliver or complete those activities. A plan for how the project will carry out activities, including steps for working with any other agencies, organizations, and communities.

- When the activities will take place. A timeline indicating when each activity will take place
- Who will participate in and benefit from the activities, including how many individuals the proposed project aims to service.
- What deliverables, reports, and other items will be produced as part of the project, and a plan for how required deliverables will be completed.
- A description of any subrecipients the applicant plans to use to help conduct the project, including names (if known) or how the applicant will identify them. Please describe their role in conducting project activities.
- A detailed description of any services, treatment, or supports provided.
- A description of research and evaluation (if applicable). Applicants have the option to propose a research and evaluation component.
    - Explain what research and evaluation will be conducted, how it will provide meaningful insights into identifying and solving local, state, or regional challenges, and how it may contribute to the national body of knowledge with respect to best practices.
    - Applicants should also include a description of the research and evaluation partner (if known) or the process for identifying the research partner and describe how the partnership will be sustained after the grant period ends.
- Additionally, Category 2 applicants should include a description of the following in their project design and implementation:
    - Needs of the selected local or regional sites and the reason these particular sites were selected.
    - How the state will assist with supporting the local or regional sites, collect performance data from the sites, and provide subgrant monitoring and oversight.
    - How the state applicant agency will work with the local or regional sites to implement the project and develop the mandatory deliverables, including a final report with outcomes and lessons learned.

5. Capabilities and Competencies: What administrative and technical capacity and expertise does the applicant bring to successfully complete this project? Please include:

- A short description of the applicant's capacity to deliver the proposed project and meet the requirements of the award, including collecting and reporting the required performance measure data. Who will be responsible for this task, and how will the applicant collect the data? Refer to Program Description: Performance Measures for additional details on performance measures for this funding opportunity.
- A summary of relevant experience of team members with key responsibilities for implementing the project. Include a description of the management structure and staffing, specifically identifying the key person (or people) responsible for carrying out program or project activities. This includes who will serve as the project coordinator, the project coordinator's duties, the amount of time this position will dedicate to the project per week, and which agency will house the project coordinator. If the project coordinator will be hired after the award, please provide a job description.

- A description of projects or activities the applicant organization has conducted, or is

- Identify each partner agency that has committed to this effort. Discuss any previous collaboration, communication, and coordination that occurred that will help to achieve the objectives and describe any existing partnership agreements. Include a description of any relevant multidisciplinary coordinating body that provides an overview of its composition, mission, background, and how the entity or partnerships will be supported and sustained after the grant period ends.
- Research and evaluation capabilities and competencies (if applicable): For applications involving a research and evaluation component, describe the qualifications of the research partner and their prior experience. Describe the roles and responsibilities of the research partner and how the applicant will ensure that the research partner will have access to relevant data, personnel, and the ability to monitor operations that are relevant to the evaluation of the initiative. Discuss what data sources will be used and any legal, policy, or other barriers to gaining access to the data and how those barriers will be addressed.
    - Note: Researchers should be experienced in several different data collection methodologies and in both quantitative and qualitative research methods. It is preferable that they have several years of evaluation research experience and have experience with oral and written presentations of research results. Research partners should be able to conduct scientifically rigorous evaluations and be well versed in evaluation methods.

6. Plan for Collecting the Data Required for Performance Measures: What will be the process for measuring project performance? Please include:

- A description of the process for measuring project performance.
- An identification of who will collect the data, who is responsible for performance measurements, and how the information will be used to guide and evaluate the project's impact.
- A description of the process to accurately report data.

Project Evaluations: An applicant that proposes to use award funds to conduct project evaluations must follow the guidance in the "Note on Project Evaluations" section in the Application Resource Guide.

Budget and Associated Documentation: Budget Detail Form

The applicant will complete the JustGrants budget detail form. The form collects the individual costs under each cost category needed to implement the proposed project. Applicants should ensure that the name/description of each cost is clear and provide the detailed calculation (e.g., cost per unit and number of units) for the total cost. Applicants should enter additional narrative, as needed, to fully describe the cost calculations and connection to the project goals and objectives (including, if applicable, describing connections to OJP priority goals).

Budget proposals should include the funding needed for a 36-month project period to implement the proposed activities. In preparing their budget proposals, applicants should consider what types of costs are allowable, if awarded funding. Costs are allowable when they are reasonable,

allocable to, and necessary for the performance of the project funded under the federal award and when they comply with the funding statute and agency requirements, including the conditions of the award and the cost principles set out in 2 C.F.R. Part 200, Subpart E and the DOJ Grants Financial Guide.

The budget narrative should generally demonstrate how the applicant will maximize the cost effectiveness of grant expenditures. The budget narrative should also demonstrate cost effectiveness in relation to potential alternatives and the project's objectives. Include an appropriate percentage of the total grant award for performance measurement. There is no minimum or maximum requirement regarding what constitutes an appropriate percentage; however, the budget should be adequate to fund the activities outlined in the application. The budget narrative should explain how the amount dedicated to these activities is adequate to support the proposed activities.

When developing the project budget, applicants should consider the following:

- The funds requested in the budget must be clearly connected to and support the project's design and be reasonable in cost.
- Grantees are prohibited from using federal funds to support activities that violate the Controlled Substances Act.
- If an applicant proposes to fund recovery or transitional housing, no more than 30 percent of the total budget may be used for this purpose. Transitional housing typically involves a temporary residence for up to 24 months with wraparound services to help individuals stabilize their lives.
- Funding may not be used for construction or purchase of a facility.
- Transportation services may be included in the budget. These services may be provided to individuals who: (1) are engaged with the courts and have community corrections appointments or treatment or recovery support-related appointments and activities, (2) require other necessary services to support their treatment and recovery, and (3) have no other means of obtaining transportation. Forms of transportation services may include public transportation, ride services, or a licensed and insured driver who is affiliated with an eligible program provider. If such costs are included, the applicant should be able to certify that they are nonredeemable and nontransferable and that their use by participants can be audited. The applicant must have written policies for determining eligibility, tracking distribution, and ensuring that passes are used only for transportation related to the program's activities.
- States may retain up to 15% of the total award budget for administrative purposes, including overall project coordination, subawardee management, training for subawardees, and coordination of data collection and evaluation activities with no more than half the amount retained (50%) being dedicated to evaluation activities. The remaining must be subawarded to at least six jurisdictions. Any for-profit entities must forgo profit or management fees.

In addition to the unallowable costs identified in the DOJ Grants Financial Guide, award funds may not be used for the following:

- Prizes, rewards, entertainment, trinkets, or any other monetary incentives
- Client stipends
- Gift cards

- Purchase vehicles
- Food and beverages

Costs Associated With a Conference/Meeting/Training: An applicant that proposes to use award funds for activities related to a conference, meeting, training, or similar event should review the Application Resource Guide for information on prior approval, planning, and reporting costs for a conference/meeting/training.

Costs Associated With Language Assistance and Access: If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable in specific grant programs. Costs to provide reasonable accommodation and facilitate language access for individuals who are deaf or hard of hearing may also be allowable in specific grant programs. See the Application Resource Guide for information on costs associated with language assistance.

For additional information about how to prepare a budget for federal funding, see the Application Resource Guide section on "Budget Preparation and Submission Information" and the technical steps to complete the budget form in JustGrants in the Complete the Application in JustGrants: Budget training.

Budget and Associated Documentation: Budget/Financial Attachments

Indirect Cost Rate Agreement (if applicable): An applicant with a current, federally approved indirect cost rate agreement should upload it as an attachment in JustGrants.

Indirect costs are costs of an organization that are not readily assignable to a particular project but are necessary for the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for operation and maintenance of offices or workspaces and salaries of administrative or support staff. The requirements for the development and submission of indirect cost proposals and cost allocation plans are listed in Appendices III–VII of 2 C.F.R. Part 200. A non-federal applicant should follow the guidelines applicable to its type of organization. See the DOJ Grants Financial Guide and the OJP Grant Application Resource Guide for additional information on indirect cost rate agreements.

Consultant Rate (if applicable): OJP has established maximum rates for consultants; see the "Listing of Costs Requiring Prior Approval" section of the DOJ Grants Financial Guide for more information. If an applicant proposes a rate for a consultant on their project that is higher than the established maximum rate and receives an award, then the award recipient must submit a document requesting approval for the rate and cannot incur costs at the higher rate without prior OJP approval. The award recipient must provide justification for why the proposed rate is higher than the established maximum rate, such as why the rate is reasonable and consistent with that paid for similar services in the marketplace.

Limitation on Use of Award Funds for Employee Compensation for Awards Over $250,000; Waiver (if applicable): If an applicant proposes to hire employees with federal award funds, for any award of more than $250,000, the recipient may not use federal funds to pay total cash compensation (salary plus cash bonuses) to any employee of the recipient at a rate that exceeds 110 percent of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance

Appraisal System for that year. Applicants may request a waiver from this requirement by submitting the appropriate form. See the Application Resource Guide for information on the "Limitation on Use of Award Funds for Employee Compensation for Awards over $250,000; Waiver."

Disclosure of Process Related to Executive Compensation (if applicable): An applicant that is a nonprofit organization may be required to make certain disclosures relating to the processes it uses to determine the compensation of its officers, directors, trustees, and key employees. If applicable, the applicant will upload a description of the process used to determine executive compensation as an attachment in JustGrants. See the Application Resource Guide for information.

Additional Application Components

The applicant should attach the additional requested documentation listed below in JustGrants.

- **Tribal Authorizing Resolution (if applicable):** An application in response to this NOFO may require inclusion of Tribal authorizing documentation as an attachment. If applicable, the applicant will upload the Tribal authorizing documentation as an attachment in JustGrants. See the Application Resource Guide for information on Tribal authorizing resolutions.
- **Research and Evaluation Independence and Integrity Statement (if applicable):** If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant will upload documentation of its research and evaluation independence and integrity as an attachment in JustGrants. For additional information, see the Application Resource Guide.
- **Timeline:** Provide a timeline listing key activities and milestones, and the months during which they will take place.

Disclosures and Assurances

The applicant will address the following disclosures and assurances.

Disclosure of Lobbying Activities: JustGrants will prompt each applicant to indicate if it is required to complete and submit a lobbying disclosure under 31 U.S.C. § 1352.

The applicant is required by law to complete and submit a lobbying disclosure form (Standard Form/SF-LLL) if it has paid or will pay any person to lobby in connection with the award for which it is applying AND this application is for an award in excess of $100,000. This disclosure requirement is not applicable to such payments by an Indian Tribe, Tribal organization, or any other Indian organization that are permitted by other federal law.

Lobbying means (for this requirement) 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. See 31 U.S.C. 1352; 28 C.F.R. part 69. Note: Most applicants do not engage in activities that trigger this disclosure requirement.

An applicant that is not required by law (31 U.S.C. § 1352) to complete and submit a lobbying disclosure, should enter "No." By doing so, the applicant is affirmatively asserting (under

applicable penalties) that it has nothing to disclose under 31 U.S.C. § 1352 with regard to the application for the award at issue.

Disclosure of Duplication in Cost Items: To ensure funding coordination across grantmaking agencies, and to avoid unnecessary or inappropriate duplication of grant funding, the applicant must disclose if it has any pending applications for federal funding, including pending applications for subawards of federal funds, for the same project and the same budget items included in this proposal. Complete the JustGrants Applicant Disclosure of Duplication in Cost Items form. See the Application Resource Guide for additional information.

DOJ Certified Standard Assurances: Review and accept the DOJ Certified Standard Assurances in JustGrants. See the Application Resource Guide for additional information.

DOJ Certifications: Review the DOJ document Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Coordination with Affected Agencies. An applicant must review and sign the certification document in JustGrants. See the Application Resource Guide for more information.

Applicant Disclosure and Justification – DOJ High-Risk Grantees (if applicable): If applicable, submit the DOJ High-Risk Disclosure and Justification as an attachment in JustGrants. A DOJ high-risk recipient is an award recipient that has received a DOJ high-risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible. See the Application Resource Guide for additional information.

Submission Dates & Times

Refer to Basic Information: Key Dates and Times for the submission dates and times.

Applicants should submit their applications as early as possible and recommended not later than 48 hours before the deadlines. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline. Applicants will use the Certify and Submit feature in JustGrants to confirm that all required application components have been entered, which includes identifying the Authorized Representative for the applicant. Once the application is submitted, the Application Submitter, Authorized Representative, and Entity Administrator receive a confirmation email.

An applicant will receive emails after successfully submitting application components in Grants.gov and JustGrants and should retain all emails and other confirmations received from the SAM.gov, Grants.gov, and JustGrants systems.

Experiencing Technical Issues Preventing Submission of an Application (Technical Waivers)

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. OJP will only consider requests to submit an application via alternative methods or after the deadline when the applicant can document that there is a technical issue with a government system that was beyond their control and that prevents submission of the application via the standard process prior to the deadlines. Issues resulting from circumstances within the applicant's control, such as failure to begin the SAM.gov, Grants.gov, or JustGrants registration and application process in sufficient time, will not be considered.

Requests and documentation must be sent to the OJP Response Center at OJP.ResponseCenter@usdoj.gov. Applicants should follow these steps if they experience a technical issue:

1. **Contact the relevant help desk to report the issue and receive a tracking number.**

   See Basic Information: Contact Information for the phone numbers, email addresses, and operating hours of the SAM.gov, Grants.gov, and JustGrants help desks. Reports of technical issues to the help desk must occur **before** the application deadline.

   If an applicant calls the help desk and experiences a long wait time, they can also email the help desk to obtain a tracking number. Tracking numbers are generated automatically when an applicant emails the applicable service desk, and for this reason, long call wait times for support do not relieve the applicant of the responsibility of getting a tracking number.

2. **If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at OJP.ResponseCenter@usdoj.gov within 24 hours of the Grants.gov deadline to request approval to submit after the deadline. The applicant's request will need to include:**
    - A description of the technical difficulties experienced (provide screenshots if applicable).
    - A timeline of the applicant's submission efforts (e.g., date and time the error occurred, date and time of actions taken to resolve the issue and resubmit, and date and time support representatives responded).
    - An attachment of the complete grant application and all the required documentation and materials (this serves as a "manual" submission of the application).
    - The applicant's unique entity identifier (UEI).
    - Any SAM.gov, Grants.gov, and JustGrants Service Desk tracking/ticket numbers documenting the technical issue.
3. **If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at OJP.ResponseCenter@usdoj.gov within 24 hours of the JustGrants deadline to request approval to submit after the deadline. See step 2 for the list of information the applicant must provide as part of its request.**

As a reminder: the waiver request will not be considered unless it includes documentation of attempts to receive technical assistance to resolve the issue prior to the application deadline. OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue (including all information previously listed), or that does not submit a waiver request within the required time period, will be denied.

For more details on the waiver process, OJP encourages applicants to review the "Experiencing Technical Issues" section in the Application Resource Guide.



APPLICATION REVIEW

Responsiveness (Basic Minimum Requirements) Review

OJP screens applications to ensure they meet the basic minimum requirements (BMR) prior to conducting the merit review. Following are the basic minimum requirements for this funding opportunity. If OJP determines that an application does not include these elements, it will not proceed to merit review and will not receive any further consideration.

The application is submitted by an eligible applicant.

- The requested award amount does not exceed the award ceiling.
- The application is responsive to the scope of the NOFO.
- The following application elements are included:
  - SF-424 (Grants.gov)
  - Proposal Narrative (JustGrants)
  - Budget detail form, which includes the budget items, their calculations, and explanation (JustGrants)
  - *Applicant State or local government entities only:* Certification by the Chief Executive Officer (or senior official) of the Applicant Government (using Appendix 1 template)

Applicants whose application fails to meet the BMR are provided notice (including an appropriate point of contact for questions) within a few weeks after the submission due date.

Merit Review Criteria

Peer Review Criteria

Applications that meet the basic minimum requirements will be evaluated for technical merit by peer reviewers based on how the proposed project/program addresses the following criteria:

- **Description of the Issue (5%):** What critical issue or problem the applicant is proposing to address with this project.
- **Funding Need (5%):** Description of the applicant's inability to fund the proposed project without federal assistance, and description of current BJA and COSSUP awards.
- **Project Goals and Objectives (15%):** How the proposed project will address the identified need and the purpose of the funding opportunity.
- **Project Design and Implementation (30%):** The strength of how the applicant will implement activities, including the soundness of the project design and how the activities align to the stated goals and objectives.
- **Capabilities and Competencies (30%):** The applicant's administrative and technical capacity to successfully complete this project.
- **Budget (15%):** Completeness and cost effectiveness.

Programmatic and Financial Review Criteria

After the peer review, applications undergo additional programmatic and financial reviews. OJP staff may reach out to applicants during the programmatic or financial review if a submitted form is incomplete or needs to be updated. Note that OJP staff are not authorized to provide information on peer review scores or comment on programmatic, risk, or budget/financial reviews while the merit review is in progress.

In addition to BMR and peer review criteria, other important considerations for OJP include geographic coverage, strategic priorities (including, but not limited to, the priority areas already mentioned, if applicable), available funding, past performance, and the extent to which the budget detail form accurately explains project costs that are reasonable, necessary, and otherwise allowable under federal law and applicable federal cost principles. If cost sharing/match is not required for this opportunity, applicants will not receive higher consideration by proposing a voluntary match contribution in their budget.

Risk Review

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to applicant risk. OJP assesses whether an applicant with one or more prior federal awards has a satisfactory record of performance, integrity, and business ethics, including by (among other things) checking whether the applicant is listed in SAM.gov as excluded from receiving a federal award.

Depending on the severity and nature of the risk factors, the risk assessment may result in the removal of an applicant from consideration or selection for award, or it may result in additional post-award conditions and oversight for an awarded applicant.

In addition, if OJP anticipates that an award will exceed $250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM.gov.

Important Note on Responsibility/Qualification Data (formerly FAPIIS): An applicant may review and comment on any information about its organization that currently appears in SAM.gov and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in SAM.gov, in its assessment of the risk posed by the applicant.

Selection Process

All final award decisions will be made by the Assistant Attorney General, unless a statute explicitly authorizes award decisions by another official or there is written delegation of authority to another official. This official may consider not only peer review ratings and program office recommendations, but also other factors as indicated in the "Application Review" section to make final award decisions. For additional information on the application review process, see the Application Resource Guide.



AWARD NOTICES

Federal Award Notices

For successful applicants, JustGrants will send a system-generated email to the Application Submitter, Authorized Representative, and Entity Administrator with information on accessing their official award package in JustGrants. The award package will include key information (such as funding amount and period of performance) as well as award conditions that must be followed. The Authorized Representative for the entity should accept or decline the award within 45 days of the notification. See the Application Resource Guide for information on award notifications and instructions.

Applicants not selected for an award will receive notification after all award recipients have been notified. OJP also provides unsuccessful applicants with a summary of peer reviewer comments.

Future Funding Opportunities

OJP may, in certain cases, provide additional funding in future years to awards made under this funding opportunity through continuation awards. When making continuation award decisions, OJP will consider, among other factors, OJP's strategic priorities, a recipient's overall management of the award, and the progress of the work funded under the award.

Applications submitted under this FY 2025 funding opportunity may be funded in future fiscal years, dependent on, among other considerations, the merit of the applications and the availability of appropriations.



POST-AWARD REQUIREMENTS AND ADMINISTRATION

Reporting

All award recipients under this funding opportunity will be required to submit the following reports and data:

- Quarterly financial reports.
- Quarterly performance reports.
- Final financial and performance reports.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

See the Application Resource Guide for additional information on specific post-award reporting requirements, including performance measure data and the method for submitting reports in OJP's online systems. Future awards and fund drawdowns may be withheld if reports are delinquent, and in appropriate cases, OJP may require additional reports.

Performance Measure Reporting

Award recipients are required to submit performance measure data in the Performance Measurement Tool (PMT) quarterly and separately submit semi-annual performance reports in JustGrants. Applicants selected for an award will receive further guidance on post-award reporting processes.

Program- and Award-Specific Award Conditions

OJP includes various conditions on its awards. These may include program-specific conditions, which typically apply to all recipients of a funding opportunity, and award-specific conditions, which are included to address recipient-specific issues (e.g., programmatic or financial risk). Recipients may view all conditions, and actions required to satisfy those conditions, in the award package in JustGrants.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the Application Resource Guide.

Civil Rights Compliance

If a successful applicant accepts funding from OJP—as a recipient of OJP funding—that award recipient must comply with certain federal civil rights laws that prohibit the award recipient from discriminating on the basis of race, color, national origin, sex, religion, or disability in how it delivers its program's services or benefits and in its employment practices. The civil rights laws that may be applicable to the award include, but are not limited to, Title VI of the Civil Rights Act of 1964, the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act of 1968, and Section 504 of the Rehabilitation Act of 1973. These and other federal civil rights laws are discussed in greater detail on OJP's Legal Overview—FY 2025 Awards webpage under the

"Civil Rights Requirements" section. Additional resources are available from the OJP Office for Civil Rights.

Compliance with Federal civil rights and nondiscrimination laws is material to the government's decision to make any award and payment under this program, including for purposes of the False Claims Act, and each recipient will be required to certify (in its acceptance of the conditions of the award) that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

See OJP's Partnerships with Faith-Based and Other Neighborhood Organizations webpage for specific information for faith-based organizations applying under this NOFO.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the Application Resource Guide for additional information.

Information Technology Security Clauses

An application in response to this NOFO may require inclusion of information related to information technology security. See the Application Resource Guide for more information.

Other Reporting Requirements

Applicants and recipients are required to notify OJP if you know that you or any of your organization's principals for the award transaction are presently excluded or disqualified (i.e., debarred or suspended) or otherwise meet any of the criteria in 2 C.F.R. 180.335. Recipients must comply with requirements in 2 C.F.R. Part 180, as implemented by DOJ in 2 C.F.R. Part 2867, which, among other things, require recipients to check certain information sources and, in some cases, notify the federal awarding agency prior to the agency awarding federal funds via contracts or subawards.

If a recipient's award includes a federal share of more than $500,000 over the period of performance of the award, then the award (per 2 C.F.R. 200.113) will include a condition that may require the recipient to report and maintain certain information (relating to certain criminal, civil, and administrative proceedings) in SAM.gov. See the Reporting Requirements page for more information.



OTHER INFORMATION

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the projects and activities funded under this NOFO. For additional information on what should be included in the application, see the Application Resource Guide section "Information Regarding Potential Evaluation of Programs and Activities."

Freedom of Information and Privacy Act

See the Application Resource Guide for important information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a).

Applicants are advised not to include any unnecessary personally identifiable information, sensitive law enforcement information, or confidential financial information with the application.

Provide Feedback to OJP

See the Application Resource Guide for information on how to provide feedback to OJP.

APPLICATION CHECKLIST

BJA FY25 Comprehensive Opioid, Stimulant, and Substance Use, Site-Based Program

This application checklist has been created as an aid in developing an application. For more information, reference the "Unique Entity Identifier (UEI) and SAM.gov Registration/Renewal" in the OJP Grant Application Resource Guide and the DOJ Application Submission Checklist.

SAM.gov Registration/Renewal

- Confirm that your entity's registration in the System for Award Management (SAM.gov) is active through the NOFO period. Submit a new or renewal registration in SAM.gov, if needed (see Application Resource Guide).

Grants.gov Registration

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see Application Resource Guide).
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see Application Resource Guide).

Grants.gov Opportunity Search

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s).
- Select the correct Competition ID.
    - Category 1a – Local Governments (urban): C-BJA-2025-00097-PROD
    - Category 1b – Local Governments (suburban): C-BJA-2025-00098-PROD
    - Category 1c – Local Governments (rural): C-BJA-2025-00099-PROD
    - Category 2 – State Governments: C-BJA-2025-00100-PROD
    - Category 3 – Tribal Governments: C-BJA-2025-00101-PROD
- Access the funding opportunity and application package (see Step 7 under "Unique Entity Identifier (UEI) and SAM.gov Registration/Renewal" in the Application Resource Guide).
- Sign up for Grants.gov email notifications (optional) (see Application Resource Guide).

Funding Opportunity Review and Project Planning

- Review all sections of the NOFO.
- Confirm your entity is eligible to receive funding (see Eligibility: Eligible Applicants).
- Confirm your proposed budget is within the allowable limits (see Basic Information: Funding Details), includes only allowable costs (see Application Contents, Submission Requirements, and Deadlines: Budget Detail Form), and includes cost sharing if applicable (see Eligibility: Cost Sharing/Match Requirement).
- Review the performance measures for this funding opportunity and confirm you will be prepared to collect and report on this data (see Program Description: Performance Measures).
- Review the "Legal Overview—FY 2025 Awards" in the OJP Funding Resource Center and confirm you are prepared to follow the requirements.

- Read OJP policy and guidance on conference approval, planning, and reporting under "Listing of Costs Requiring Prior Approval" in the DOJ Grants Financial Guide or see the Application Resource Guide.

Submission Step 1: Grants.gov

After registering with SAM.gov, submit the SF-424 in Grants.gov.

- Complete and submit the SF-424 by the deadline.
- Confirm Section 8F of the SF-424 lists the name and contact information of the individual **who will complete the application in JustGrants.**
- Confirm that, within 48 hours of your submission in Grants.gov, you receive four (4) Grants.gov email notifications:
  - A submission receipt
  - A validation receipt
  - A grantor agency retrieval receipt
  - An agency tracking number assignment
- If no Grants.gov receipt and validation email is received, or if error notifications are received, contact the OJP Response Center at 800-851-3420, 202-353-5556, or OJP.ResponseCenter@usdoj.gov or the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, or support@grants.gov regarding technical difficulties (see the Application Resource Guide section on "Experiencing Unforeseen Technical Issues").
- Confirm that, within 24 hours after receipt of confirmation emails from Grants.gov, the individual listed in Section 8F of the SF-424 receives an email from JustGrants with login instructions.

Submission Step 2: JustGrants

- Complete the following information:
  - Entity and User Verification (first-time applicants)
  - Standard Applicant Information
  - Proposal Abstract
  - Financial Management and System of Internal Controls Questionnaire (see Application Resource Guide)
  - Agency Funding Priorities Inventory
  - Agency Funding Priorities Inventory – Ending Crime and Disorder (Funding Priority Inventory 3)
- Applicant State or local government entities only: Upload properly executed Certification by the Chief Executive Officer (or senior official) of the Applicant Government, using only the certification template provided in the specified Appendix to this NOFO. *
- Upload the Proposal Narrative.*
- Complete the budget detail form.*
- Upload other budget/financial attachments, as applicable.
- Upload additional application components, as applicable.
- Disclosure of Proposed Subrecipients and Contracts, as applicable.
- Complete the required disclosures and assurances:
  - Disclosure of Lobbying Activities and submission of SF-LLL, if prompted by the system

  - Disclosure of Duplication in Cost Items
  - DOJ Certified Standard Assurances
  - Applicant Disclosure and Justification – DOJ High-Risk Grantees
- Complete the required DOJ Certification on Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Coordination with Affected Agencies.

Note: Items designated with an asterisk must be submitted for an application to meet the basic minimum requirements review. If OJP determines that an application does not include the designated items, it will neither proceed to peer review nor receive further consideration.

JustGrants Review, Certification, and Application Submission

- Address any validation errors displayed on screen after attempted submission, then return to the "Certify and Submit" screen to submit the application.
- Note the confirmation message at the top of the page. Users will also receive a notification in the "bell" alerts confirming submission.
- If you do not receive an application submission confirmation email or validation from JustGrants, or if you receive an error notification, please contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. See the Application Resource Guide for additional information.

Appendix 1

U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS

Certification by the Chief Executive Officer (or senior official) of the Applicant Government

On behalf of the applicant named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

(1) I am the chief executive officer of the State or local government ("the jurisdiction") of which the applicant entity named below is a part (or a senior official of the jurisdiction, with the legal authority to bind the same), I have received appropriate legal advice as to this certification, and I have the authority to make this certification on my own behalf as chief executive officer (or senior official) and on behalf of the jurisdiction and the applicant entity. I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.

(2) I have carefully reviewed (or have received pertinent legal advice concerning) 8 U.S.C. §§ 1373(a) & (b) and 1644, including the prohibitions on certain actions by State and local government entities, agencies, and officials regarding information on citizenship and immigration status.

(3) I (and the applicant entity) understand that, for purposes of this certification, the term "program or activity" means what it means under title VI of the Civil Rights Act of 1964 *(see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa *(cf.* 42 U.S.C. § 901(a)(2)).

(4) I (and the applicant entity) assure that the applicant entity (and its officials and other personnel) will comply with 8 U.S.C. §§ 1373 and 1644 in any "program or activity" receiving federal financial assistance under any award made by OJP pursuant to this application. I further certify that any subrecipient (at any tier) of such federal financial assistance (and its officials and other personnel) will also comply with 8 U.S.C. §§ 1373 and 1644.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 34 U.S.C. § 10271 or under 18 U.S.C. § 1001 or 1621, and may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729–3730 and §§ 3801–3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Executive Officer (or senior official) of the Applicant Government	Date of Certification
Printed Name of Chief Executive Officer (or senior official)	Title of Chief Executive Officer (or senior official)
Name of Applicant Government Entity	

16

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LEADSONLINE, LLC FOR THE SOLE-SOURCE PROCUREMENT OF A BRASSTRAX BALLISTIC IMAGING SYSTEM AND RELATED EQUIPMENT, SOFTWARE, AND MAINTENANCE SERVICES, CONTINGENT UPON GRANT FUNDING

WHEREAS, the City of Jackson Police Department (JPD) seeks to acquire a BrassTrax Acquisition Station and related equipment, software, and maintenance services to enhance JPD's ballistic-imaging and crime-gun intelligence capabilities; and,

WHEREAS, BrassTrax is a high-definition ballistic imaging system that will allow JPD to digitally capture fired cartridge casing evidence for submission to the Bureau of Alcohol, Tobacco, Firearms and Explosives' (ATF) National Integrated Ballistic Information Network (NIBIN) to identify potential links among firearms and criminal incidents investigated by law enforcement agencies locally and nationwide; and,

WHEREAS, JPD's acquisition of the BrassTrax system will enhance JPD's ability to timely develop investigative leads from ballistic evidence, identify potential connections among firearm-related incidents within and outside the City, share ballistic intelligence with ATF and other law enforcement partners through NIBIN, and more efficiently direct investigative resources toward violent-crime investigations; and,

WHEREAS, on August 11, 2026, the governing authorities authorized JPD to apply to the Mississippi Department of Public Safety (MS DPS) for $107,497.88 in unobligated *Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant* (FY23 JAG) funds to assist with the acquisition of the BrassTrax system; and,

WHEREAS, JPD proposes to combine the $98,400.00 in available Crime Gun Intelligence Center ("CGIC") equipment funds with the anticipated $107,497.88 MS DPS grant award to fund the total acquisition cost of $205,897.88; and,

WHEREAS, on August 11, 2026, the governing authorities determined that the BrassTrax system is available from a single source and authorized its procurement as a sole-source item pursuant to Miss. Code Ann. § 31-7-13(m), subject to satisfaction of all applicable statutory, grant, and procurement requirements; and,

WHEREAS, LeadsOnline, LLC has provided JPD with an Order Summary and Order Form for one (1) BrassTrax Acquisition Station, one (1) PAG800 Stereo Zoom Microscope, related software, maintenance, installation, training, and support, with a total acquisition cost not to exceed $205,897.88, which agreement and related documents are attached hereto and fully incorporated into the minutes by reference; and,

WHEREAS, the total acquisition cost consists of:

PAG800 Stereo Zoom Microscope - $8,600.00
BrassTrax subscription, software, and maintenance - $63,831.86 (Year One)
BrassTrax subscription, software, and maintenance - $65,746.81 (Year Two)
BrassTrax subscription, software, and maintenance - $67,719.21 (Year Three)

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(Brackney, Horhn)

for a total amount not-to-exceed cost of $205,897.88; and,

WHEREAS, the initial term consists of three (3) annual service periods, and the agreement will not automatically renew following the initial term. Any renewal will require a separate written agreement and all approvals required by applicable Mississippi law; and,

WHEREAS, if ATF denies or does not approve JPD's access to NIBIN, the City may terminate the agreement upon written notice without penalty or further liability, except for amounts properly due for goods or services received and accepted before termination; and,

WHEREAS, the obligation to proceed with the agreement is expressly contingent upon award and availability of the anticipated grant funding from the MS DPS. No purchase or financial obligation shall arise unless and until such funding is awarded and available; and,

WHEREAS, the governing authorities find that acquisition of the BrassTrax system is in the best interest of the City and will enhance JPD's ballistic intelligence capabilities and support its investigation of firearm-related and violent crimes.

IT IS, THEREFORE, HEREBY ORDERED that the Mayor is authorized to execute the Subscription Services Agreement, IBIS Solution Subscription Order Form, Order Summary, and related agreement documents with LeadsOnline, LLC for the sole-source acquisition of one (1) BrassTrax Acquisition Station, one (1) PAG800 Stereo Zoom Microscope, related software, maintenance, installation, training, and support for an initial three-year service term, at a total cost not to exceed $205,897.88, consisting of $8,600.00 for the microscope and annual BrassTrax costs not to exceed $63,831.86 for Year One, $65,746.81 for Year Two, and $67,719.21 for Year Three.

IT IS FURTHER ORDERED that the City's procurement of and obligation to purchase the BrassTrax system are expressly contingent upon the award and availability of the anticipated $107,497.88 in grant funds from the Mississippi Department of Public Safety. No purchase shall be made, and no financial obligation shall arise or be incurred by the City under the agreement unless and until the anticipated grant funding is awarded and available, and all applicable grant, procurement, and legal requirements have been satisfied.

IT IS FURTHER ORDERED that, upon award and availability of the anticipated MS DPS grant funds, the acquisition shall be funded with $98,400.00 in available equipment funds under JPD's existing CGIC award and up to $107,497.88 in MS DPS FY23 JAG funds, and no expenditure exceeding the total $205,897.88 authorized herein shall be made without further approval of the governing authorities.

IT IS FURTHER ORDERED that the BrassTrax Service Start Date shall not occur before JPD receives the ATF approval and access necessary to utilize the Service with NIBIN, unless otherwise agreed to in writing by the City, and if ATF denies or does not approve such access, the City may exercise the termination rights provided in the agreement.

IT IS FURTHER ORDERED that the agreement shall not automatically renew beyond the initial three-year term, and any renewal, continued software or maintenance services, or other services beyond the amounts and term authorized herein shall be subject to a separate written agreement, future appropriation, and all approvals required by applicable Mississippi law.

IT IS FURTHER ORDERED that the Mayor is authorized to execute documents necessary to administer the applicable grant funding and effectuate the purpose of this Order, provided that such documents do not materially alter the approved scope, increase the amount authorized herein, extend the initial term, or otherwise create an additional financial obligation of the City without further approval of the governing authorities.

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 AN AGREEMENT WITH LEADSONLINE, LLC FOR THE SOLE-SOURCE PROCUREMENT OF A BRASSTRAX BALLISTIC IMAGING SYSTEM AND RELATED EQUIPMENT, SOFTWARE, AND MAINTENANCE SERVICES, CONTINGENT UPON GRANT FUNDING** is legally sufficient for placement in NOVUS Agenda.

Sondra C. Moncure 8/19/24

Sondra Moncure, *Special Assistant* **Date**

Chelsea Chichosky, *Deputy City Attorney*

SUBSCRIPTION SERVICES AGREEMENT

This Subscription Services Agreement (**Agreement**) is between LeadsOnline, LLC, a Delaware limited liability company (**LeadsOnline**), City of Jackson, Mississippi (**Customer**), and is effective as of the date of the last signature below.

1. SERVICE

a. This Agreement and the applicable Order Form provide Customer access to and usage of solution services involving hardware devices provided by LeadsOnline with accompanying software needed to operate such hardware and/or an Internet-based software service, including, without limitation, its features, functions, and user interface, and underlying software, which may be limited to a set number of Eligible Users, as defined and specified on an Order Form (**Service**).

2. USE OF SERVICE

a. **Customer Owned Data.** All data, information, images, and files uploaded or otherwise entered by Customer into the Service remains the property of Customer, as between LeadsOnline and Customer (**Customer Property**), unless otherwise specified in the applicable Order Form regarding licensing terms for the Service offered under said Order Form.

b. **Responsibilities for Customer Property.** Customer represents and warrants to LeadsOnline that Customer has obtained all required licenses, permissions, and consents regarding Customer Property for use within the Service under this Agreement. Customer grants LeadsOnline a limited right to use Customer Property solely to the extent necessary to perform its obligations and provide the Services under this Agreement. LeadsOnline shall not use Customer Property to develop, train, enhance, or improve its technology, products, services, or offerings without the Customer's prior written consent. LeadsOnline will purge any or all Customer Property upon Customer's written request. Customer may export its Customer Property as allowed by functionality within the Service.

c. **General Responsibilities.** Customer must (i) ensure that access to Service and information produced by or derived from it is limited to the Purpose defined in the Order Form, (ii) maintain any data accessed, received or otherwise derived from Service according to all applicable statutes, laws and regulations for use and disclosure of non-public personal information, (iii) connect to Service only using devices and browsers with proper encryption, (iv) promptly notify LeadsOnline (within the Service or by email to support@leadsonline.com) when an Eligible User is no longer employed by Customer or is no longer authorized to access Service, (v) ensure that each Eligible User is acting within the bounds of their authority from Customer and within their legal rights to search, possess, enter, analyze and use, all information and data submitted to and received from the Service, (vi) refrain from any use, misuse or actions related to Service or Data that infringe, misappropriate, or otherwise violate any right of anyone, or that violate any applicable law, and ensure that any instructions or directives Customer gives to or regarding anyone do not conflict with applicable laws, (vii) use any hardware provided by LeadsOnline solely for the Purpose defined in the Order Form and in accordance with all applicable instructions, policies, and documentation provided by LeadsOnline, (viii) ensure that the hardware is used only by Eligible Users authorized under this Agreement and is not transferred, loaned, or sublicensed to any unauthorized person or entity, (ix) keep all hardware provided as part of the Service in good working condition, refrain from any unauthorized repairs, modifications, or tampering, and promptly notify LeadsOnline of any malfunction, damage, or loss, and (x) verify the accuracy, timeliness, context and relevance of information or communication from Service or personnel prior to taking action. Customer acknowledges that LeadsOnline does not enforce laws, does not provide legal advice, and does not claim to have authority or expertise in legal or law enforcement matters.

d. **Governmental Agency Public Records Clause.** If Customer is a government agency and is required by law to permit the inspection and copying of public records, Customer acknowledges the Service contains information protected by exemptions to public disclosure laws in many states, and if Customer searches the Service in response to a request for Public Records, Customer is acting on its own accord. LeadsOnline does not grant Customer access to the Service for the Purpose of searching for or creating records to respond to a public records request when Customer did not have the record in its possession at the time of the request. Nothing in this Agreement shall be construed to limit, modify, delay, or otherwise affect Customer's obligations under the Mississippi Public Records Act or other applicable law.

e. **Customer Responsibilities.** Customer: (i) must keep its passwords secure and confidential and use industry-standard password management practices, and ensure that any credentials related to the hardware under the Service are protected from unauthorized access; (ii) is responsible for its access control policies and administration of access rights to its account within the Service, the acts and omissions of its users, and the legality and accuracy of any data submitted to the Service, may not share any access credentials and must also prevent unauthorized access, tampering, or misuse of any hardware provided under the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify LeadsOnline promptly of any such unauthorized access; (iv) may use the Service and any associated hardware only in accordance with the Service's technical

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documentation (including without limitation, video tutorials) and applicable law; and (v) must follow all provided guidelines for hardware setup, maintenance, and operation to ensure compliance and functionality under the Service.

f. **LeadsOnline Support.** Unless otherwise specified in the applicable Order Form, LeadsOnline must provide Customer support for the Service under the terms of LeadsOnline's Customer Support Policy (**Support**), which is located at leadsonline.com/customer-support.

3. Warranty Disclaimer

a. **EXCEPT WHERE EXPLICITLY STATED IN WRITING, THE SERVICE IS PROVIDED 'AS IS' WITHOUT WARRANTY. LEADSONLINE DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. WHILE LEADSONLINE TAKES REASONABLE PHYSICAL, TECHNICAL, AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, CUSTOMER UNDERSTANDS THAT THE SERVICE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.**

b. While Customer acknowledges that the Service may not be error-free and may not fully meet Customer's expectations, LeadsOnline does warrant that the Service is free from defects that will substantially affect performance, and that it has used commercially available tools designed to discern that no viruses or other security defects are present. LeadsOnline further warrants that the Service will function substantially in accordance with the Order Form. LeadsOnline will not intentionally introduce any virus, Trojan horse, spyware, malware, or other malicious code designed to erase, damage, or unlawfully interfere with Customer's equipment, data, or other programs. Notwithstanding the foregoing, Customer acknowledges and agrees that the Service may contain functionality that allows LeadsOnline to remotely disable or limit the hardware's operation in accordance with this Agreement, including but not limited to instances of non-payment or material breach by Customer only after written notice to Customer and expiration of any applicable cure period, except where immediate restriction is reasonably necessary to address an imminent security threat or comply with applicable law.

c. LeadsOnline cannot control the decisions and actions of Customer. LeadsOnline expressly disclaims and does not undertake or assume any duty, obligation or responsibility for any decisions, actions, reactions, responses, inaction by Customer or any other party as a result of or reliance on, in whole or in part, any use of the Service or information derived from it, or for any consequences or outcomes including death, injury, loss or damage to any property arising from or caused by any such actions decisions, reactions, responses, or inaction.

d. Notwithstanding the foregoing, nothing in this Section shall disclaim or limit any express warranty or obligation of LeadsOnline under this Agreement or an applicable Order Form, or any warranty that cannot lawfully be disclaimed under applicable Mississippi law.

4. Payment

a. **Fees and Payment.** Customer must pay all fees as specified on the Order Form, but if not specified, then within 45 days of receipt of an invoice. The fees are exclusive of sales, use, withholding, VAT, TPT, and other similar taxes, and Customer shall be responsible for such taxes only to the extent Customer is legally obligated to pay such taxes under applicable law.

b. **Nonpayment.** LeadsOnline will provide electronic notice (within the Service) and notice to the email registered with LeadsOnline (Customer is responsible for maintaining an updated email address with LeadsOnline) of the non-payment of an open invoice. If the payment is not made within 7 days of the first notice, then LeadsOnline may suspend Service and Support until the amount is paid in full or terminate the Service upon 30 days' notice under Section 9(c).

5. Mutual Confidentiality

a. **Definition of Confidential Information.** Confidential Information means all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). LeadsOnline's Confidential Information includes, without limitation, the Service. Customer's Confidential Information includes, without limitation, the Customer Property.

b. **Protection of Confidential Information.** Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (i) not use any Confidential Information of Discloser for any Purpose outside the scope of this Agreement; and (ii) limit access to Confidential Information of Discloser to those of its and its Affiliates' employees and contractors who need that access for Purposes consistent with this Agreement, and who have a legal obligation under law or policy regarding confidentiality or have signed confidentiality Agreements with Recipient containing protections not materially less protective of the Confidential Information than those in this Agreement.

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c. **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) is independently developed by the Recipient without use of or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order but will provide Discloser with advance notice to the extent permitted by law and reasonably practicable to seek a protective order unless otherwise directed by the court.

d. **Nothing in this Section shall require Customer to withhold, delay, or restrict disclosure of any record where disclosure is required by applicable Mississippi law.**

6. Information Security

a. **Data Security Measures.** To protect Customer Property from unauthorized disclosure, alteration, or misuse, LeadsOnline shall:

i. Agree to the terms of the Federal Bureau of Investigation Criminal Justice Information Services (FBI CJIS) Security Addendum.

ii. Ensure that LeadsOnline personnel with unescorted access to unencrypted Customer Property and/or physically secure locations have:

- Completed CJIS Security Awareness Training and have passed the Level Four CJIS Security Test designed for Information technology personnel (system administrators, security administrators, network administrator).
- Submitted to and successfully passed state of residency and national fingerprint-based record checks.

iii. Apply appropriate controls according to the AICPA Trust Services Criteria for Security so as to maintain a secure environment for all Customer Property.

iv. Maintain proper encryption of data in transit using 256-Bit Transport Layer Security (TLS) and at rest using FIPS 140-2 standards.

v. Maintain advanced firewall and intrusion protection, database partitioning, patch management, account management, identification and authentication, configuration management and third-party application and network penetration tests.

vi. Log events relative to access and use of the Services; maintain and protect logs from disclosure, alteration, or misuse.

vii. Respond to security incidents; In the event of a data breach (as defined by applicable law), of Customer Property, LeadsOnline will act to eliminate the breach, preserve forensic evidence, and notify Customer without undue delay, and in no event later than 72 hours after discovery. LeadsOnline shall have no obligation to notify consumers or regulatory authorities of a breach of Customer data that was not the result of a data security incident experienced by LeadsOnline.

viii. Purge any Customer Property upon Customer's written request.

7. Insurance

a. **Insurance Policies.** LeadsOnline shall maintain insurance policies for property, general liability, auto, workers compensation, errors and omissions/cyber liability insurance. LeadsOnline shall provide a copy of the liability limits to the Customer.

b. **Additional Insured.** For the purposes of this Agreement, Customer, its officers, officials, employees, and volunteers shall be deemed additional insureds on the general liability policy with respect to liability arising out of work or operations performed by or on behalf of LeadsOnline. Additional insured coverage shall be evidenced in the form of Blanket Certificate of Endorsement upon Customer's request.

8. Property

a. **Reservation of Rights.** LeadsOnline and its licensors are the sole owners of the Service, including all associated intellectual property rights, and they remain only with LeadsOnline. Title to any hardware provided under this Agreement passes to Customer upon full payment as specified in the Order Form; however, LeadsOnline retains all intellectual property rights related to any software, firmware, or proprietary technology embedded in or used to operate the hardware. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. LeadsOnline reserves all rights that are not expressly granted in this Agreement.

b. **Restrictions.** Customer *may not*: (i) share, provide, sell, resell, rent, or lease the Service or use it in a service-provider capacity or allow access to the Service, its output, or any associated hardware, software, firmware, or proprietary technology by a third party, except as expressly permitted in this Agreement; (ii) use the Service or any hardware provided as part of the Service, to store or transmit unsolicited marketing emails, libelous, or otherwise objectionable, unlawful, or tortious material, or to store or transmit

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infringing material in violation of third party rights; (iii) interfere with or disrupt the integrity or performance of the Service, including but not limited to tampering with, modifying, or attempting to bypass any security, tracking, or management features within any software or hardware provided as part of the Service; (iv) attempt to gain unauthorized access to the Service or its related systems or networks or use any automated means to monitor, access or copy any data from the Service; (v) reverse engineer, decompile, disassemble, or otherwise attempt to discover the underlying technology, software, or firmware of the Service or hardware, or modify, alter, or remove any proprietary markings or security features; (vi) resell, transfer, or dispose of the hardware in a manner inconsistent with this Agreement, including attempting to sublicense or lease it to a third party without LeadsOnline's prior written consent; the Service; or (vii) access the Service to build a competitive service or product, or copy any feature, function, or graphic. LeadsOnline may suspend Service to Customer if LeadsOnline believes in good faith that Customer's use of the Service poses threat to the security, availability, or legality of the Service; in such event, LeadsOnline will work with Customer to address the issue and restore Service as quickly as possible.

c. **Audit Information.** LeadsOnline logs events related to user registration, contacts, access, and use of the Services for legal, audit, security, and support Purposes (**Audit Information**). Audit Information is not Customer Property, however, notwithstanding the foregoing, Customer will have reasonable access to Audit Information relating to Customer's users, account, hardware, and use of the Services where reasonably necessary for security, audit, legal, regulatory, or investigative purposes.

9. Term & Termination

a. **Term.** This Agreement continues until the 30th day after all Order Forms have expired or earlier terminated as provided below.

b. **Term of Order Forms.** The term of each Order Form is specified in the Order Form.

c. **Mutual Termination for Material Breach.** If either party is in material breach of this Agreement, the other party may terminate this Agreement at the end of a written 30-day (30) notice/cure period if the breach has not been cured.

d. **Termination by Mutual Consent.** This Agreement and/or any Order Form may be terminated by the mutual consent of both parties.

e. **Termination of an Order Form Due to Non-Appropriation of Funds.** Termination for nonappropriation or unavailability of funds shall be governed by the applicable Order Form. It is expressly understood and agreed that the obligation of Customer to proceed under this Agreement is conditioned upon the appropriation of funds and the receipt of local, state, and/or federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or of the City's governing authorities to appropriate funds or to terminate the contract, or if there is a discontinuance or material alteration of the program under which funds were available to Customer for the payments or performance due under this Agreement, Customer shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performance due under this Agreement. In the event of termination of this agreement Customer shall return software and discontinue use.

f. **Return of Customer Property:**
   - Within sixty (60) days after termination, upon written or electronic request LeadsOnline will make the Service available for Customer to export Customer Property as provided in **Section 2(a)**.
   - After such a sixty-day (60) period, LeadsOnline has no obligation to maintain the Customer Property and may destroy it.

10. Liability Limit

a. **Indemnification for Third-Party Claims.** LeadsOnline will defend or settle any third-party claim against Customer to the extent that such claim alleges that the LeadsOnline technology used to provide the Service violates a copyright, patent, or trademark (**IP Indemnity Claim**), if Customer: promptly notifies LeadsOnline of the claim in writing; cooperates with LeadsOnline in the defense; and allows LeadsOnline to solely control the defense or settlement of the claim. Costs. LeadsOnline will pay infringement claim defense costs it incurs in defending Customer, and LeadsOnline-negotiated settlement amounts, and court awarded damages. Process. If such a claim appears likely, then LeadsOnline may modify the Service, procure the necessary rights, or replace it with the functional equivalent. If LeadsOnline determines that none of these are reasonably available, then LeadsOnline may terminate the Service and refund any prepaid and unused fees. Exclusions. LeadsOnline has no obligation for any claim arising from: Customer's misuse of the Services, LeadsOnline's compliance with Customer's designs, specification, instructions, or technical information; a combination of the Service with other technology or aspects where the infringement would not occur but for the combination; Customer's directives, access or use of, or laws or policies applicable to Customer regarding the information and sources thereof accessible via the Services including Customer Property; or technology or aspects not provided by LeadsOnline. **THIS SECTION**

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CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND LEADSONLINE'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

b. **EXCLUSION OF INDIRECT DAMAGES. TO THE MAXIMUM EXTENT ALLOWED BY LAW, LEADSONLINE IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF OR UNAUTHORIZED ACCESS TO DATA OR INFORMATION; AND LOST PROFITS, REVENUE, OR ANTICIPATED COST SAVINGS), EVEN IF IT KNOWS OF THE POSSIBILITY OR FORESEEABILITY OF SUCH DAMAGE OR LOSS.**

c. **TOTAL LIMIT ON LIABILITY. TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT FOR LEADSONLINE'S INDEMNITY OBLIGATIONS RELATING TO IP INDEMNITY CLAIMS, LEADSONLINE'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY, EXCEPT THAT THE ABOVE LIMITATION DOES NOT APPLY TO CUSTOMER'S PAYMENT OBLIGATIONS FOR THE SERVICE.**

d. **THIS SECTION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY MISSISSIPPI LAW. NOTHING HEREIN SHALL BE CONSTRUED TO WAIVE, RELEASE, DIMINISH, OR OTHERWISE LIMIT ANY RIGHT, REMEDY, IMMUNITY, DEFENSE, CAUSE OF ACTION, OR DAMAGES AVAILABLE TO CUSTOMER WHERE SUCH WAIVER, RELEASE, LIMITATION, OR IMPAIRMENT IS PROHIBITED BY THE CONSTITUTION OR LAWS OF THE STATE OF MISSISSIPPI.**

11. Governing Law & Forum

a. **Government Customers.** This Agreement is governed by the laws of the State of Mississippi (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this Agreement. Any suit or legal proceeding must be brought in the federal or state courts for the County where Customer is located in the State of Mississippi, and each party submits to this personal jurisdiction and venue. Nothing in this Agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction.

12. Other Terms

a. **Entire Agreement and Changes.** This Agreement and the Order Form constitute the entire Agreement between the parties and supersede any prior or contemporaneous negotiations or Agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this Agreement. No representation, promise, or inducement not included in this Agreement is binding. No modification or waiver of any term of this Agreement is effective unless both parties sign an amendment to this Agreement.

b. **No Assignment.** Neither party may assign or transfer this Agreement to a third party, except that the Agreement and all Order Forms may be assigned with notice and consent of the other party as part of a merger or sale of all or substantially all a party's businesses, assets, not involving a competitor of the other party, or at any time to an Affiliate except that LeadsOnline may assign pursuant to a merger/reorganization provided the successor assumes all obligations and satisfies all applicable security, CJIS, and contractual requirements.

c. **Export Compliance.** The Service and Confidential Information may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Neither party will permit its personnel or representatives to access any Service in a U.S.-embargoed country or in violation of any applicable export law or regulation.

d. **Independent Contractors.** The parties are independent contractors with respect to each other, and neither party is an employee, or partner of the other party or the other party's Affiliates.

e. **Enforceability and Force Majeure.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Neither party is liable for its non-performance due to events beyond its reasonable control, including but not limited to natural weather events and disasters, labor disruptions, and disruptions in the supply of utilities.

f. **Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach of this Agreement.

g. **No Additional Terms.** LeadsOnline rejects additional or conflicting terms of any Customer form-purchasing document. Nothing herein shall operate to exclude or supersede terms required by applicable law or terms expressly incorporated into the Agreement by written agreement of the parties. The parties agree to work in good faith to accommodate any grant requirements.

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h. **Order of Precedence.** If there is an inconsistency between this Agreement and an Order Form, the Order Form prevails. Notwithstanding the foregoing, no Order Form shall be construed to waive or limit any protection afforded to Customer under applicable Mississippi law.

i. **Survival of Terms.** All provisions of this Agreement regarding payment, confidentiality, indemnification, limitations of liability, proprietary rights, and such other provisions that by fair implication require performance beyond the term of this Agreement shall survive expiration or termination of this Agreement until fully performed or otherwise are inapplicable.

j. **Feedback.** If Customer provides feedback or suggestions about the Service, then LeadsOnline (and those it allows to use its technology) may use such information without obligation to Customer.

k. **MISSISSIPPI GOVERNMENTAL ENTITY.** Notwithstanding anything to the contrary in this Agreement or any Order Form, nothing herein shall be construed as a waiver of any immunity, limitation of liability, defense, right, or protection available to Customer under the Constitution or laws of the State of Mississippi, including the Mississippi Tort Claims Act. Customer shall have no obligation to indemnify, defend, or hold harmless LeadsOnline except to the extent expressly authorized by Mississippi law. Customer's obligations under this Agreement are subject to applicable Mississippi law and the lawful appropriation, authorization, and availability of funds.

<< REMAINDER OF PAGE LEFT INTENTIONALLY BLANK—SIGNATURE PAGE TO FOLLOW >>

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13. Subscription Services Agreement Signatures

a. Each representative identified below represents and warrants that it has the full power, right and authority to enter into this Agreement on behalf of its respective party, subject to all approvals required by applicable law.

LEADSONLINE, LLC (LeadsOnline)		CITY OF JACKSON, MISSISSIPPI (Customer)	
SIGNATURE:		SIGNATURE:	
NAME:	Alexander Finley	NAME:	John Horhn
TITLE:	President & CEO	TITLE:	Mayor, City of Jackson, Mississippi
DATE:		DATE:	
ADDRESS:	6900 Dallas Parkway, Suite 825, Plano, Texas 75024, United States	ADDRESS:	327 East Pascagoula Street, Jackson, Mississippi 39205, United States

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LEADSONLINE

LEADSONLINE ORDER SUMMARY NO. 18775

AGENCY ID: 1343 | ORDER TOTAL: $205,897.88

CUSTOMER:
CITY OF JACKSON, MISSISSIPPI

UNIT:
POLICE DEPARTMENT

NON-SUBSCRIPTION EQUIPMENT *(Due Now)*

DATE	NON-SUBSCRIPTION EQUIPMENT	QTY	AMOUNT
10/01/26	PAG800 Stereo Zoom Microscope	1	$8,600.00
		Total:	**$8,600.00**

TERM ONE

YEAR	LEADSONLINE SOLUTION	RATE	QTY	SUBTOTAL	DISC.%	AMOUNT
Year 1	BrassTrax Acquisition Station	$66,147.00	1	$66,147.00	3.5%	$63,831.86
				Total:		**$63,831.86**

TERM TWO

YEAR	LEADSONLINE SOLUTION	RATE	QTY	SUBTOTAL	DISC.%	AMOUNT
Year 2	BrassTrax Acquisition Station	$68,131.41	1	$68,131.41	3.5%	$65,746.81
				Total:		**$65,746.81**

TERM THREE

YEAR	LEADSONLINE SOLUTION	RATE	QTY	SUBTOTAL	DISC.%	AMOUNT
Year 3	BrassTrax Acquisition Station	$70,175.35	1	$70,175.35	3.5%	$67,719.21
				Total:		**$67,719.21**

PAYMENT TERMS

Payment shall be due forty-five (45) days from the date of invoice for each service period during the Initial Term and any renewal term thereafter. The total amount payable by Customer under this Order Form shall not exceed $205,897.88 without a separate written agreement executed by the parties and approved in accordance with applicable law.

The Order Summary is incorporated solely for identification of the equipment and pricing set forth therein and does not otherwise create or modify contractual terms. In the event of any inconsistency, the executed Subscription Services Agreement and applicable Order Form shall control.

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LEADSONLINE

LEADSONLINE IBIS® SOLUTION SUBSCRIPTION

ORDER FORM NO. Q-08199 | AGENCY ID: 1343

CUSTOMER:
CITY OF JACKSON, MISSISSIPPI

UNIT:
POLICE DEPARTMENT

1. SERVICE

a. **Service.** LeadsOnline Integrated Ballistic Identification System (**IBIS®**) technology, which may include cartridge case acquisition units (**BrassTrax™ Acquisition Station** or **BrassTrax™**), and associated three dimensional imaging, comparison algorithm for ballistic evidence in large databases and data management infrastructure (collectively, the **Service**).

b. **Authority.** Customer represents that it is a law enforcement agency or governing body of a law enforcement agency, an entity duly authorized by municipal, state county or federal government to enforce laws or investigate crimes, or a criminal justice agency as defined under Federal law or regulation and the Eligible Users are employed by Customer in the Unit listed at the top of this Order Form.

2. PURPOSE

a. **Law Enforcement Use.** Exclusively for the official law enforcement activities of Customer's Unit. Hardware and software shall be used solely for firearms evidence acquisition, analysis, and reporting. Use must be in accordance with federal, state, or local laws, and any applicable National Integrated Ballistic Information Network (**NIBIN**) participation requirements.

3. TERM, SERVICE PERIODS AND SUBSCRIPTION FEES

a. **Order Term.** This Order Form will become effective as of the last signature below (**Effective Date**) and remain in effect through the service periods listed below (**Initial Term**) and any renewal service periods or until termination by LeadsOnline or Customer as described below.

b. **Service Start Date.** The Service Start Date shall be defined as the earlier of (i) the date on which the equipment is installed and available for use (**Installation Date**), or (ii) sixty (60) calendar days following delivery of the equipment to Customer, unless the parties agree in writing, via email or otherwise, after the Effective Date to an alternative Service Start Date.

c. **Payment Terms.** "Payment shall be due forty-five (45) days from the date of invoice for each service period during the Initial Term and any renewal term thereafter. The total amount payable by Customer under this Order Form shall not exceed $205,897.88 without a separate written agreement executed by the parties and approved in accordance with applicable law.

IBIS® BRASSTRAX™ ACQUISITION STATION:

TERM	LEADSONLINE SOLUTION	RATE	QTY	SUBTOTAL	DISC.%	TOTAL DUE
Year 1	BrassTrax Acquisition Station	$66,147.00	1	$66,147.00	3.5%	**$63,831.86**
Year 2	BrassTrax Acquisition Station	$68,131.41	1	$68,131.41	3.5%	**$65,746.81**
Year 3	BrassTrax Acquisition Station	$70,175.35	1	$70,175.35	3.5%	**$67,719.21**

d. **Renewals.** Following the Initial Term, this Order Form Following the Initial Term, this Order Form shall not automatically renew. Any renewal shall require the mutual written agreement of the parties and all approvals required by applicable Mississippi law.

e. **Applicable Taxes.** Fees are exclusive of sales, use, withholding, VAT, TPT, and other similar taxes, and if required by law Customer is responsible for payment of such taxes. Any taxes referenced and/or quoted are estimates only, and not all services and/or hardware may be subject to taxation. Final tax amounts will be determined based on applicable laws at the time of invoicing. Customer may provide a Tax Exemption Certificate if applicable.

4. BUNDLE DISCOUNTS

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a. **Bundle Discounts.** Should bundle discounts (**Discounts**) be granted to Customer, said Discounts are contingent on Customer's annual renewal of each Service qualifying Customer for each Discount. Any discounts reflected in the pricing for the Initial Term are fixed for the Initial Term and are not contingent upon renewal beyond the Initial Term.

5. Early Termination & Termination Fees

a. **Termination of an Order Form Due to Non-Appropriation of Funds.** It is expressly understood and agreed that the obligation of Customer to proceed under this Agreement is conditioned upon the appropriation of funds and the receipt of local, state, and/or federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or of the City's governing authorities to appropriate funds or to terminate the contract, or if there is a discontinuance or material alteration of the program under which funds were available to Customer for the payments or performance due under this Agreement, Customer shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performance due under this Agreement. In the event of termination of this agreement Customer shall return software and discontinue use.

6. Non-Subscription Equipment

a. **Non-Subscription Equipment.** Items identified in this Order Form as Non-Subscription Equipment (**NSE**) or similar are sold as one-time, standalone purchases and are not subject to any recurring subscription or service fees. Payment for said NSE is due in full at the upon execution and is non-refundable. Customer may purchase additional NSE anytime during the duration of the Agreement at then-current price for said NSE.

b. **Manufacturer Warranty.** Customer acknowledges and agrees that: (i) the NSE is manufactured by a third party and is not developed, manufactured, or warranted by LeadsOnline; (ii) LeadsOnline disclaims all warranties, express or implied, relating to the NSE, including without limitation warranties of merchantability, fitness for a particular purpose, and non-infringement; and (iii) Customer's sole recourse for any defects or issues with the NSE shall be under the applicable manufacturer's warranty, if any, provided with the product.

c. **Customer Responsibilities.** Customer is responsible for reviewing and understanding the manufacturer's warranty terms, which shall govern any claims or support related to the NSE.

PAG800 Stereo Zoom Microscope Features and Characteristics	
PAG800 Stereo Zoom Microscope	**PAG800 Stereo Zoom Microscope** is a high-resolution stereo-zoom microscope used to perform triage of ballistic evidence and other analysis requiring high magnification.
Flexible	Multiple lighting options in addition to the standard LED ring light and a working distance of 115 mm (4.5 in) for 8x to 50x magnification.
Wide Magnification Range	8x to 50x magnification.
Sealed	Airtight construction prevents contamination from dust, oil, water, and mold in hot, humid environments.
Optional Accessories (not included)	Multiple LED and cold light sources, including goose necks, and flexible light guides; optional crosshair and micrometer reticules, high resolution digital camera, monitor and computer available.
Total Due for NSE:	**$8,600.00**

7. Features

BrassTrax™ Key Features and Characteristics	
BrassTrax™ Acquisition Station	**BrassTrax™** is the cartridge case imaging component of IBIS networks. It digitally captures the areas of interest from the head of a cartridge case in 3D, offering considerable impression detail and multiple viewing perspectives.
3D Imaging	Custom-designed non-linear photometric stereo 3D sensor. Automated acquisition reduces operator variability and ensures consistent image quality for optimal comparison performance.

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	Automated 3D topography acquisition of the primer area, including breech face marks and centerfire firing pin impression. Semi-automated 3D topography acquisition of the ejector marks or rimfire firing pin impression. Automated 3D topography acquisition of the complete head stamp. Automated delimitation of regions of interest. Accommodates cartridge case with diameters ranging from 2 mm to 27 mm and lengths up to 78.5 mm.
Data Management	Management of case, cartridge case exhibit, and firearm exhibit information.
Quality Control	Automated self-test and adjustment.
General	Hands-off operation allows multitasking. Minimal user training and expertise to operate. Detailed user guide.

8. Onboarding, Training and Technical Support

a. LeadsOnline will coordinate on-site or remote installation and configuration. Initial training is included for up to two (2) designated personnel per system. Customer is responsible for preparing a compliant installation site. LeadsOnline will provide the requirements prior to Delivery.

9. Delivery, Shipping, Duties, Taxes and Fees

a. **Delivery.** The delivery of the equipment shall be within sixty (60) days of confirmation of funding and acceptance of the grant funds by the Customer.

b. **Shipping.** The equipment will be shipped FCA LeadsOnline's designated facility (Incoterms 2020). LeadsOnline will be responsible for export clearance.Risk of loss shall remain with LeadsOnline until the equipment is delivered to and accepted by the Customer at the applicable Service Location. LeadsOnline shall be responsible for transportation and delivery to the Service Location, including any applicable import clearance, duties, or taxes for which the City is not exempt. .

c. **Additional Charges.** Customer shall be responsible only for taxes or governmental charges that Customer is legally obligated to pay under applicable Mississippi law. No additional transportation, import, customs-clearance, delivery, or similar charge shall be imposed on Customer unless expressly identified and approved in writing by Customer.

10. Property Title and Risk Loss

a. Title to the equipment shall transfer to the Customer upon (i) installation of the equipment and (ii) LeadsOnline's receipt of the first payment as specified in the Order form. Risk of loss shall remain with LeadsOnline until the equipment is delivered to and accepted by Customer at the applicable Service Location.

11. Connection to the National Integrated Ballistic Information Network

a. The Bureau of Alcohol, Tobacco, Firearms and Explosives (**ATF**) has the authority to grant the Customer access to the National Integrated Ballistic Information Network (**NIBIN**), to include NIBIN-IBIS data concentrators and a NIBIN-IBIS correlation servers. LeadsOnline will provide reasonable assistance and coordination to facilitate the Customer's access to NIBIN from ATF. However, LeadsOnline is not responsible for ATF's decision regarding access, nor can it guarantee approval or the timing of such approval. If ATF denies or does not approve the Customer's access to NIBIN, the Customer may terminate this Agreement upon written notice without penalty or further liability, except for amounts properly due for goods or services received and accepted prior to termination.

12. Device Control

a. Customer acknowledges and agrees that the hardware may include functionality permitting LeadsOnline to remotely disable or restrict access to the hardware in the event of non-payment, breach, or other conditions as provided in the Subscription Services Agreement. Any remote disabling or restriction of the hardware shall be governed exclusively by Section 3(b) of the Subscription Services Agreement

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13. MISCELLANEOUS

a. This Order Form is attached to and incorporated into the Subscription Services Agreement between **Customer** and **LeadsOnline** dated: **(Agreement).**

b. This Order Form is governed by the terms of the Agreement between the parties. All terms not defined in this Order Form have the meanings ascribed to such terms in the Agreement. This Order Form and the Agreement constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements, and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this Order Form is effective unless both parties sign an amendment to this Order Form. LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes, but any terms within any purchase order in response to a quote, order form or invoice will not modify or enlarge the obligations or liabilities of either party even if the parties sign it, except for terms required by applicable law or expressly agreed to in writing by both parties. The parties agree to work in good faith to accomodate any grant requirements.

c. Notwithstanding anything to the contrary, Customer's obligation to proceed with this Order Form is expressly continent upon award and availability of the anticipated grant funding. No purchase or financial obligation shall arise unless and until such funding is awarded and available.

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14. SIGNATURES FOR IBIS® SOLUTION SUBSCRIPTION

a. Each representative identified below represents and warrants that it has the full power, right and authority to enter into this Agreement on behalf of its respective party.

LEADSONLINE, LLC (LeadsOnline)		CITY OF JACKSON, MISSISSIPPI (Customer)	
SIGNATURE:		SIGNATURE:	
NAME:	Alexander Finley	NAME:	John Horhn
TITLE:	President & CEO	TITLE:	Mayor, City of Jackson, Mississippi
DATE:		DATE:	
ADDRESS:	6900 Dallas Parkway, Suite 825, Plano, Texas 75024, United States	ADDRESS:	327 East Pascagoula Street, Jackson, Mississippi 39205, United States

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RaShall Brackney, Ph.D.
Chief of Police
Jackson Police Department
Leadership • Integrity • Accountability
Memorandum 42-2026

To: **Members of the City Council**

From: **RaShall M. Brackney, Ph.D.**
Chief of Police

Date: **August 3, 2026**

Re: Certification and Request for Authorization of Noncompetitive Procurement for LeadsOnline BrassTrax Firearm Tracing/Integration Service and Related Software

The Jackson Police Department ("JPD") respectfully submits this certification and request for authorization to proceed with a noncompetitive procurement for the LeadsOnline BrassTrax firearm tracing and integration service and related software.

JPD requires this specialized technology to support firearm intelligence operations, investigative activities, evidence management, and ballistic information-sharing capabilities. The BrassTrax system provides specialized firearm evidence acquisition, imaging, data management, and integration capabilities necessary to support law enforcement ballistic intelligence operations.

A critical factor supporting this request is the system's established interoperability with the National Integrated Ballistic Information Network ("NIBIN") environment. The Mississippi State Crime Laboratory utilizes the same ballistic imaging technology platform, as do federal law enforcement partners, including the Federal Bureau of Investigation ("FBI") and the Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF"). The BrassTrax system is the only solution identified that is NIBIN-compliant and capable of providing the required ballistic acquisition, imaging, and integration functionality necessary to ensure compatibility with existing state and federal ballistic intelligence systems.

Maintaining compatibility with the ballistic intelligence infrastructure already utilized by the Mississippi State Crime Laboratory, FBI, ATF, and other law enforcement partners is essential to JPD's ability to submit, analyze, compare, and share ballistic evidence effectively. Procuring a system that is not fully compatible with this established network would create operational limitations, reduce investigative efficiency, and negatively impact the timely exchange of critical firearm intelligence.

JPD has evaluated available alternatives and determined that no equivalent product currently exists that provides the required combination of functionality, technical compatibility, NIBIN

compliance, software capabilities, and integration necessary to meet the Department's operational requirements. While other forensic, evidence management, and investigative systems may provide related functions, JPD has not identified any alternative solution that provides an equivalent ballistic imaging acquisition and integration capability compatible with the existing state and federal ballistic intelligence environment.

The basis for this request is the unique nature of the required commodity and related software solution, not a preference for a particular vendor. The noncompetitive procurement determination is based on the finding that competition is not practicable because an equivalent product capable of meeting JPD's operational, technical, and interoperability requirements is not available.

The conditions and circumstances requiring this procurement include:

1. **Specialized Law Enforcement Technology Requirement.**
   JPD requires a dedicated firearm intelligence and ballistic evidence solution capable of supporting firearm-related investigations, evidence processing, and ballistic intelligence sharing with state and federal law enforcement partners.
2. **Only NIBIN-Compliant Solution Meeting Required Needs.**
   JPD has reviewed available technology solutions and determined that no comparable product provides the required combination of firearm evidence imaging, specialized software functionality, NIBIN compliance, interoperability, and operational capability. The BrassTrax solution is uniquely positioned to integrate with the ballistic intelligence environment currently utilized by the Mississippi State Crime Laboratory, FBI, ATF, and other participating law enforcement agencies.
3. **Required Compatibility and Integration.**
   The BrassTrax solution provides the technical capabilities necessary to support JPD's participation in the existing ballistic intelligence network. This compatibility ensures that firearm evidence collected by JPD can be properly processed, analyzed, and shared through established ballistic intelligence channels.
4. **Public Safety and Investigative Need.**
   Access to this technology will enhance JPD's ability to investigate firearm-related offenses, identify connections between firearms and criminal activity, improve investigative efficiency, and support public safety objectives through timely ballistic intelligence sharing.

Accordingly, JPD certifies that the acquisition of the LeadsOnline BrassTrax firearm tracing and integration service and related software qualifies as a noncompetitive procurement due to the unique characteristics of the required commodity, the necessity for NIBIN-compliant functionality, and the absence of an equivalent product capable of meeting JPD's operational and interoperability requirements.

JPD requests that the Mayor and City Council authorize the Department to proceed with the sole-source procurement process for this commodity and related software. This authorization does not, by itself, approve the purchase, obligate funds, or authorize execution of a final agreement.

Memorandum 43-2026

CITY OF JACKSON POLICE DEPARTMENT

SOLE SOURCE PROCUREMENT CERTIFICATION AND REQUEST FOR AUTHORIZATION

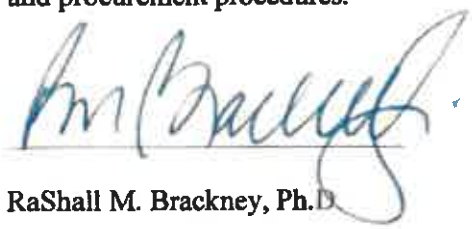
(BrassTrax)

Following receipt of any applicable grant award and completion of required procurement reviews, JPD will return for any additional approvals required by City policy, including approval of the final vendor agreement if required.

The procurement file will include supporting documentation, including:

- JPD's signed sole-source procurement certification;
- Technical documentation supporting the required functionality, NIBIN compliance, integration requirements, and lack of an equivalent product;
- Documentation establishing the availability of the BrassTrax solution and related software;
- Documentation demonstrating compatibility with the ballistic intelligence systems utilized by the Mississippi State Crime Laboratory, FBI, ATF, and other law enforcement partners;
- City Council authorization and meeting documentation;
- Vendor quotation and proposed agreement;
- Grant award documentation prior to purchase;
- Required federal noncompetitive procurement justification and any applicable Mississippi Department of Public Safety approval documentation;
- Purchase requisition or purchase order after funding is available; and
- Any additional approvals required under City procurement policies.

JPD respectfully requests approval of this authorization so that the Department may continue the procurement process upon receipt of grant funding and completion of all required contractual and procurement procedures.



RaShall M. Brackney, Ph.D

Chief of Police

Cc: file

LEADSONLINE

6900 Dallas Pkwy Ste 825
Plano, TX 75024-4200
United States
Tel. +1.972.361.0900
Toll Free +1.800.311.2656
leadsonline.com

July 2, 2026

SUBJECT ► SOLE SOURCE DOCUMENTATION FOR LEADSONLINE IBIS® SOLUTIONS

To Whom It May Concern:

Thank you for your interest in LeadsOnline Integrated Ballistic Identification System (IBIS®) Solutions. We commend your efforts to provide your community with world-renowned ballistic analysis solutions, exclusively available in the United States through LeadsOnline.

This letter serves as a sole source document for IBIS® Solutions provided by LeadsOnline.

The IBIS® ClearCase™ Solution as well as the Quantum 3D Microscope™ (Q3M) and the Integrated Ballistic Identification System (IBIS®) use technology that encompass several patents protected in the United States and throughout the world. The Q3M is powered by IBIS® 3D Technology that has been adapted to a new purpose and has been augmented with new capabilities.

As such, manufacturing and servicing of all ClearCase™, Q3M and IBIS®-related products require access to proprietary and commercially sensitive information that is only accessible to employees of LeadsOnline.

Consequently, only LeadsOnline, the exclusive manufacturer of IBIS® and Q3M, can provide their proprietary products, IBIS® BrassTrax™, IBIS® BulletTrax™, IBIS® Matchpoint™, IBIS® Data Concentrator, IBIS® Correlation Engine, Q3M and ClearCase™, as well as maintenance, upgrades and services, including data migration, moving and training services pertaining thereto.

Furthermore, IBIS®, currently in use in the United States under the Alcohol, Tobacco, Firearms and Explosives (ATF) National Integrated Ballistic Information Network (NIBIN) program, is the only technology that has undergone extensive testing and complies with the security standards required for integration into NIBIN.

No other ballistic identification technologies are compatible with NIBIN, making IBIS® the backbone of the network and a critical piece of the ATF's Crime Gun Intelligence Center (CGIC) operations.

We look forward to serving your community and are available to answer any additional questions you may have.

Sincerely,

Ashley Sacrider
SVP, North America Sales
E info@leadsonline.com
P +1.800.311.2656
leadsonline.com

ORDER FINDING THAT THE BRASSTRAX ACQUISITION STATION IS A NONCOMPETITIVE ITEM AVAILABLE FROM ONE SOURCE ONLY; AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY FOR FISCAL YEAR 2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FUNDS IN THE AMOUNT OF $107,497.88; CONTINGENT UPON AWARD, AUTHORIZING PROCUREMENT OF THE BRASSTRAX ACQUISITION STATION FROM LEADSONLINE, LLC, FOR THE JACKSON POLICE DEPARTMENT; AND AUTHORIZING THE MAYOR TO ACCEPT THE GRANT AWARD AND EXECUTE THE GRANT AGREEMENT AND ALL RELATED DOCUMENTS.

WHEREAS, the City of Jackson, on behalf of the Jackson Police Department (JPD), requests authority to apply for and, if awarded, to accept a subgrant from the Mississippi Department of Public Safety (MDPS) under the *Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant* (JAG) Program; and,

WHEREAS, the MDPS has unobligated *Fiscal Year 2023 Edward Byrne Memorial JAG* funds available for award. The JPD seeks a subgrant in the amount of **$107,497.88** to support law-enforcement operations within the City of Jackson; and,

WHEREAS, the JPD proposes to use the grant funds to procure a BrassTrax Acquisition Station, which enables trained law-enforcement personnel to acquire and digitally image fired cartridge cases recovered from crime scenes for entry into the National Integrated Ballistic Information Network (NIBIN), enhancing the Department's ability to identify, investigate, and solve firearm-related crimes; and,

WHEREAS, the JPD has determined that the BrassTrax Acquisition Station is a noncompetitive item available from one source only because it is the only acquisition station approved for the direct entry of cartridge-case evidence into NIBIN and the only technology identified by the JPD as having satisfied the testing and security requirements necessary for direct NIBIN integration; and,

WHEREAS, the JPD has submitted a certification stating that the BrassTrax Acquisition Station is a noncompetitive item available from one source only, namely LeadsOnline, LLC, a Delaware limited liability company with an address at 6900 Dallas Parkway, Suite 825, Plano, Texas 75024, because no other commercially available acquisition station satisfies the Department's operational requirement for direct integration with NIBIN; and,

WHEREAS, Miss. Code Ann. § 31-7-13(m)(viii) excepts from competitive-bidding requirements noncompetitive items available from one source only when the conditions and circumstances requiring the purchase are certified to the governing authority and the governing authority authorizes the purchase in writing; and,

WHEREAS, the JPD represents that competing ballistic-imaging systems do not provide direct acquisition into NIBIN and therefore do not satisfy the Department's identified operational requirements; and,

WHEREAS, no matching funds are required for receipt of the funding from the MDPS; and,

WHEREAS, pursuant to Miss. Code Ann. § 21-17-1(10), the City Council is authorized to accept grants on behalf of the City and finds that it is in the City's best interests to authorize submission of the grant application and, if awarded, acceptance of the grant award; and,

WHEREAS, if the grant is awarded, procurement of the BrassTrax Acquisition Station remains subject to Miss. Code Ann. § 31-7-13(m)(viii), all other applicable state and City procurement requirements, and the federal procurement standards applicable to federal awards, including 2 C.F.R. §§ 200.317 through 200.327; and,

IT IS, THEREFORE, ORDERED that the Mayor is authorized to submit an application to the Mississippi Department of Public Safety for *Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant* funds in the requested amount of **$107,497.88.**

IT IS FURTHER ORDERED that, contingent upon award and availability of the grant funds, and based upon the certification submitted by the Jackson Police Department pursuant to Miss. Code Ann. § 31-7-13(m)(viii), the City Council finds that the BrassTrax Acquisition Station is a noncompetitive item available from one source only and authorizes its procurement from LeadsOnline, LLC, in an amount not to exceed **$107,497.88**.

IT IS FURTHER ORDERED that the Jackson Police Department's single-source certification shall be filed with the official records of the City and that this written authorization shall be entered upon the minutes of the City Council in accordance with Miss. Code Ann. § 31-7-13(m)(viii).

IT IS FURTHER ORDERED that nothing herein shall be construed as negating or waiving compliance with applicable federal or state purchasing laws or City of Jackson procurement requirements, except for the state competitive-bidding requirements from which this purchase is expressly excepted under Miss. Code Ann. § 31-7-13(m)(viii).

IT IS FURTHER ORDERED that, if awarded, the Mayor, or his designee, is authorized to accept the grant award and execute the grant agreement and all other documents necessary to implement the grant.

IT IS FURTHER ORDERED that any purchase agreement, vendor contract, or other instrument requiring separate City Council approval shall be presented to the Council before execution.

Council Member Stokes moved adoption; **Council Member Grizzell** seconded.

Yeas – Brown-Thomas, Clay, Foote, Hartley, Parkinson and Stokes.
Nays – Grizzell.
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 August 11, 2026. 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.

STATE OF MISSISSIPPI

DEPARTMENT OF PUBLIC SAFETY

DIVISION OF PUBLIC SAFETY PLANNING

DPSP USE ONLY

Grant No.

SUBGRANT APPLICATION SUMMARY

1. Applicant (Name, Address, Zip, Phone, Email)	2. PMT Coordinator (Name, Email Address, Phone)	3. Financial Officer (Name, Title, Address, Zip, Phone)
City of Jackson 200 S President St Jackson MS 39201 601.960.1087 jhorhn@jacksonms.gov	Mary Managin mmanagin@jacksonms.gov 601.960.4045	Jillian Caldwell Chief Financial Officer 200 S President Street Jackson MS 39201 601.960.2422

4. Project Title
FY 2023 JAG Local Law

5. UEI Number: _GNNPTMPBPYM8

Tax ID. Number: 64-6000503

6. Type of Application ■ Initial ☐ 2nd Yr. or ☐ ___ Yr. Funding
☐ Continuation of Grant No. _____

7. Desired Project Duration _____ Months
Start Date:
End Date:

8. Brief Project Summary (required) The City of Jackson Police Department is applying for funds to support the acquisition cost of a BrassTrax imaging analyzer and microscope.

9. Budget Category	Requested	Approved by DPSP
a. Personnel		
b. Fringe Benefits		
c. Equipment	$107, 497.88	
d. Travel		
e. Operating Expense		
f. Contractual Services		
g. Miscellaneous		
Total Project Budget		

10. Source of Funds	Federal	%	St/Local Match	%	Total	%
Requested Budget	$107, 497.88	100			$107.497.88	

11. Number of pages in this application	21

Chief Administrative Officer/ Mayor (Signature and Date)

John Horhn

Chief Administrative Officer/ Mayor (Type or Print)

Mayor

Project Director (Signature and Date)

Financial Officer (Signature and Date)

Title

INSTRUCTIONS FOR COMPLETING SUBGRANT APPLICATION SUMMARY

(DPSP Form A)

1. Enter the name, address, zip and telephone number of the Agency or unit of Government that will administer the project. City of Jackson; 200 S President St Jackson MS 39201; 601.960.1087

2. Enter the name, title, address, zip and telephone number of the person who will be charged with the responsibility of implementing and operating the project. Dr. Mary Manogin; Grant Manager; 327 E Pascagoula St Jackson MS 39201; 601.960.4045

3. Enter the name, title, address, zip and telephone number of the person who will be responsible for financial matters relating to the project, such as accounting and financial reports, and who will be authorized to sign request for reimbursements of expenditures. Jillian Caldwell; CFO; 200 S President St Jackson MS 39201

4. Enter or select the project title type. FY 2023 JAG Local Law

5. Enter Jurisdiction DUNS # and Tax Id. GNNPTMPBPYM8; 64-6000503

6. Enter Email address of the primary contact person. mmanogin@jacksonms.gov

7. Enter the desired project duration in months. (DPSP only awards 12 month maximum contracts.)

8. Develop a brief summary for the project. Explain the project operation and how objectives will be accomplished. The proposed project is to purchase a BrassTrax imaging analyzer and microscope. This equipment will support the City of Jackson Police Department (JPD) in gun crime detection, crime solvability, and gun related violence data collection.

9. Enter total funds proposed to be spent on the project in the eight (8) major budget categories brought forward from DPSP Form A-3 Budget Summary. $107,497.88

10. Enter the appropriate match ratio in both dollar amount and percentage. $0.00/ 0%

11. Enter the total number of pages in application. 21

NOTE: The application must be signed by a person duly authorized to enter into a contract, or contractually obligate funds on behalf of the agency or unit of government of the subgrantee: The head of the implementing agency and/or the financial officer. The application should be dated when signed and the appropriate title of the signor should be in the space provided.

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

DPSP USE ONLY

Grant No.

PROJECT PLAN AND SUPPORTING DATA

PART I. STATEMENT OF PROBLEM

The City of Jackson, Mississippi, currently has one of the highest homicide rates per capita in the nation. In response, the Jackson Police Department (JPD) remains committed to reducing gun violence through strategic investments in forensic technology that improve investigative capacity and accelerate the identification of violent offenders.

To strengthen these efforts, JPD is requesting funding to purchase a BrassTrax, a critical component of the National Integrated Ballistic Information Network (NIBIN). The BrassTrax system captures high-resolution digital images of fired cartridge cases and other ballistic evidence, enabling investigators to rapidly identify links between firearm-related crimes, develop investigative leads, and connect shootings involving the same firearm.

At present, the Mississippi Crime Laboratory houses only two BrassTrax stations, one of which is scheduled to reach end-of-life in 2026. Once that system is retired, a single analyzer will remain available to support ballistic imaging needs for the majority of the state. JPD currently relies on the State Crime Laboratory to process ballistic evidence; however, limited equipment availability has contributed to a significant backlog of shell casings awaiting analysis. The retirement of one analyzer is expected to further increase processing times and delay the identification of investigative leads.

By acquiring and housing this equipment at JPD headquarters, the department will substantially reduce reliance on the state laboratory, decrease turnaround times for ballistic evidence, and improve the timely identification of firearm-related crime patterns. JPD already has two trained personnel prepared to operate the system, allowing ballistic imaging to begin immediately following installation and system calibration.

The department has experienced firsthand the investigative value of this form of ballistic analyzing technology. According to JPD homicide data, current ballistic imaging capabilities have contributed to investigative leads resulting in the identification and arrest of suspects in more than 80 percent of gun-related cases utilizing the system. Establishing an in-house ballistic testing capability will further enhance JPD's ability to quickly identify repeat offenders, connect related shootings, improve case clearance rates, and disrupt cycles of gun violence throughout the City of Jackson.

INSTRUCTIONS FOR COMPLETING PROJECT PLAN: PART I
(PROBLEM STATEMENT)

State in clear and concise terms the problem(s) which the project shall provide a needed solution. Provide as much as possible, quantified background data to support the degree of intensity of the problem. That is, provide crime statistics, population figures, caseloads, etc., when applicable, along with other relevant data which would indicate the problem. (Cite the sources of the data and the date of the data reported.)

BEGIN ON REVERSE AND ADD AS MANY CONTINUATION PAGES AS NECESSARY

The City of Jackson, Mississippi, continues to experience one of the highest rates of firearm violence in the nation, placing significant demands on the Jackson Police Department's (JPD) investigative and forensic resources. As the capital city of Mississippi, JPD is responsible for protecting approximately 143,000 residents while serving a community that experiences a substantial influx of commuters, government employees, and visitors each day. Firearm-related crimes, including homicides, aggravated assaults, shootings into occupied dwellings, and other violent offenses which continue to challenge public safety and require rapid investigative response.

The Jackson Police Department's Cease Fire Unit has demonstrated its commitment to combating gun violence through the aggressive collection and analysis of ballistic evidence. During calendar year 2025, JPD recovered 637 firearms, completed 715 test fires, recovered 6,990 cartridge casings through the Evidence and Property Division, and documented 2,108 cartridge casings submitted through the Mississippi Crime Laboratory. JPD personnel also entered 1,671 cartridge casings into the National Integrated Ballistic Information Network (NIBIN), resulting in 731 investigative leads involving homicides, aggravated assaults, shootings into occupied dwellings, and other firearm-related offenses. These statistics demonstrate both the volume of firearm evidence processed by the department and the critical role ballistic imaging plays in identifying violent offenders and connecting firearm-related crimes.

Although JPD has invested in developing its ballistic imaging capabilities by training personnel to operate NIBIN technology, the department remains dependent upon the Mississippi Crime Laboratory for BrassTrax imaging services. Currently, the Mississippi Crime Laboratory houses only two BrassTrax stations, one of which is scheduled to reach end-of-life in 2026. Once retired, a single analyzer will remain available to process ballistic evidence for the majority of law enforcement agencies throughout Mississippi. This limited capacity contributes to delays in processing cartridge casings and firearms, increasing turnaround times for ballistic analysis and slowing the development of critical investigative leads.

Timely ballistic analysis is essential to modern violent crime investigations. Every delay in entering evidence into NIBIN postpones investigators' ability to identify links between shootings, associate multiple crime scenes to the same firearm, identify serial offenders, and interrupt cycles of retaliatory violence. As firearm violence continues to impact the City of Jackson, delayed forensic analysis reduces opportunities to quickly identify offenders before additional crimes occur.

JPD possesses the personnel and expertise necessary to immediately expand its ballistic imaging capabilities. The department currently has two trained BrassTrax operators who routinely process NIBIN submissions and are prepared to begin operating an in-house BrassTrax immediately following installation and calibration. The requested equipment will eliminate the department's dependence on limited state resources, significantly reduce turnaround times for ballistic evidence processing, increase the number of NIBIN entries, and improve the timely dissemination of investigative leads to detectives and prosecutors.

Funding a BrassTrax station will enhance JPD's ability to identify repeat violent offenders, connect firearm-related crimes across jurisdictions, improve investigative efficiency, and strengthen collaboration with state and federal law enforcement partners. Most importantly, this investment will provide the Jackson Police Department with the forensic capacity necessary to more rapidly investigate firearm-related crime, improve case clearance rates, and reduce gun violence throughout the City of Jackson.

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

DPSP USE ONLY

Grant No.

PROJECT PLAN AND SUPPORTING DATA

PART II. OBJECTIVES AND PROJECTED IMPACT

Objective 1: Acquire, install, and operationalize one BrassTrax station at the Jackson Police Department within 3 to 6 months of grant award to establish an in-house ballistic imaging capability.

Projected Impact: The acquisition of the BrassTrax will eliminate the department's dependence on the limited availability of state-owned imaging equipment, reduce delays in ballistic evidence processing, and provide investigators with timely access to forensic intelligence needed to support firearm-related investigations.

Objective 2: Increase the department's capacity to process cartridge casings and firearms by expanding the number of entries into the National Integrated Ballistic Information Network (NIBIN).

Projected Impact: Increased NIBIN submissions will generate additional investigative leads, improve the identification of linked firearm-related crimes, strengthen intelligence sharing among local, state, and federal law enforcement agencies, and enhance the department's ability to identify repeat violent offenders.

Objective 3: Reduce turnaround times for ballistic evidence analysis by processing eligible firearm evidence at the Jackson Police Department rather than relying exclusively on the Mississippi Crime Laboratory.

Projected Impact: Faster evidence processing will provide detectives with investigative leads earlier in the investigative process, improve case development, strengthen prosecutions, and increase opportunities to interrupt cycles of retaliatory gun violence before additional crimes occur.

Objective 4: Enhance the investigation of firearm-related crimes through the use of advanced ballistic imaging technology.

Projected Impact: The project will improve investigative efficiency, increase firearm crime clearance rates, strengthen collaboration with the Mississippi Crime Laboratory, ATF, and other criminal justice partners, and improve public safety by accelerating the identification and apprehension of violent offenders.

Objective 5: Strengthen the Jackson Police Department's long-term forensic and violent crime reduction capabilities through the implementation of sustainable ballistic imaging technology.

Projected Impact: By establishing an in-house BrassTrax capability, JPD will expand its forensic capacity, reduce reliance on overburdened state resources, improve operational efficiency, and enhance its ability to respond to firearm-related crime while supporting the department's overall violent crime reduction strategy.

INSTRUCTIONS FOR COMPLETING PROJECT PLAN: PART II
(DPSP Form II)

A. OBJECTIVES

State clearly and concisely the measurable objectives of the project. IN other words, this section should describe precisely what the project will achieve and/or demonstrate. The objectives should be **directly** related to the **Statement of the Problem (A-2a)** so that the project can be evaluated in terms of its ability to resolve the problem identified. The activities called for in Section A-2c must be designed to achieve and document the achievement of the objectives in this section.

A measurable objective defines:

1. What CHANGE will take place?

2. What GROUP will be affected?

3. What LEVEL or DEGREE of change will occur?

Example No. 1: Three entry level local police officers will receive 240 hours of basic law enforcement training within (10) months of their employment.

CHANGE: Three police officers will receive basic training.
GROUP: Three entry level local police officers.
LEVEL of CHANGE: 240 hours of training within ten (10) months of employment

Example No. 2: Twelve(12) months after project Implementation in the community, there will be at least a 20% reduction in juvenile court referrals among persons (male and female) under the age of 17. Juvenile Court referrals for the last six (6) months of the project will be compared with the same data from the same period for the previous year.

A: OBJECTIVES

Objective 1: Within six (6) months of grant award, the Jackson Police Department will procure, receive, install, and place into operational service one (1) BrassTrax. Due to the specialized nature of the equipment, this particular apparatus is manufactured to order and requires an estimated three- to six-month production and delivery period.

Objective 2: Within thirty (30) days of installation, the Jackson Police Department's two (2) certified operators will begin processing eligible ballistic evidence.

Objective 3: During the first twelve (12) months of operation, the Jackson Police Department will increase its capacity to process cartridge casings for entry into the National Integrated Ballistic Information Network (NIBIN), reducing reliance on the Mississippi Crime Laboratory for ballistic imaging services.

Objective 4: During the first twelve (12) months of implementation, the Jackson Police Department will increase the number of NIBIN investigative leads generated through timely ballistic imaging and improve investigators' ability to identify firearm-related crime patterns involving homicides, aggravated assaults, shootings into occupied dwellings, and other violent firearm offenses.

Objective 5: During the project period, the Jackson Police Department will improve the timeliness of ballistic evidence processing, providing investigators with faster access to forensic intelligence that supports the identification, investigation, and apprehension of violent firearm offenders.

B. PROJECTED IMPACT

The applicant should specify the "Projected Impact" of the project on the criminal justice system by indicating whether the project primarily addresses:

System Change:	Improvement or upgrading of some aspect of the criminal justice system.
Relevance of Results:	Benefits to be received by the criminal justice system, the community and the offender.
Cost of Reduction:	Activities providing for reduction of cost of apprehension, courts, incarceration, supervision, etc.
Offender Change:	Changes in the personal or social adjustment, job status, or behavior of the offender.

B: Projected Impact

The acquisition of a BrassTrax will strengthen the Jackson Police Department's forensic capabilities by establishing an in-house ballistic imaging program that reduces dependence on limited state resources and improves the timely processing of firearm-related evidence.

The project will enhance the criminal justice system by increasing the department's ability to identify links between firearm-related crimes, generate actionable NIBIN investigative leads, and provide detectives with timely forensic intelligence. These improvements will strengthen investigations, enhance collaboration with the Mississippi Crime Laboratory, ATF, and other criminal justice partners, and support the prosecution of violent offenders.

The anticipated benefits extend beyond the Jackson Police Department by improving public safety, reducing investigative delays, and increasing the efficiency of firearm-related crime investigations. The project is expected to improve case development, strengthen intelligence sharing, and support the department's ongoing efforts to reduce gun violence throughout the City of Jackson.

BEGIN ON REVERSE AND ADD AS MANY CONTINUATION PAGES AS NECESSARY

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

DPSP USE ONLY

Grant No.

PROJECT PLAN AND SUPPORTING DATA

PART III. IMPLEMENTATION

JPD has identified LeadsOnline as the sole-source vendor due to the BrassTrax's proprietary technology that is fully compatible and compliant with the National Integrated Ballistic Information Network (NIBIN). No other commercially available ballistic imaging system provides the required compatibility with the NIBIN platform, making LeadsOnline the only vendor capable of providing equipment that meets the department's operational and investigative requirements. Due to the specialized nature of the system, the BrassTrax is manufactured to order and requires an estimated production and delivery timeframe of approximately three (3) to six (6) months following issuance of the purchase order. The order is placed upon purchase.

During the manufacturing and delivery period, JPD will coordinate with LeadsOnline to finalize equipment specifications, delivery logistics, installation requirements, and system acceptance procedures. Simultaneously, the department will prepare the designated workspace within JPD headquarters to ensure all operational and technical requirements are met prior to installation.

Upon delivery, the vendor will install, calibrate, and verify the operational readiness of the BrassTrax. The Jackson Police Department currently has two trained BrassTrax operators who will begin processing eligible ballistic evidence immediately following system acceptance. The department will utilize established procedures for the collection, documentation, test firing, imaging, and entry of cartridge casings into the National Integrated Ballistic Information Network (NIBIN), significantly reducing dependence on the Mississippi Crime Laboratory for ballistic imaging services.

Throughout the project period, JPD will monitor equipment utilization and evaluate project performance by tracking the number of ballistic evidence submissions processed, NIBIN entries completed, investigative leads generated, and improvements in evidence processing timeliness. The Grants Management Office will oversee procurement, financial management, grant compliance, and performance reporting to ensure the project is implemented in accordance with all Division of Public Safety Planning requirements.

The successful implementation of this project will enhance the Jackson Police Department's forensic capabilities, improve the timely processing of ballistic evidence, strengthen investigative efforts involving firearm-related crimes, and support the department's ongoing strategy to reduce gun violence within the City of Jackson

INSTRUCTIONS FOR COMPLETING IMPEMENTATION PLAN: PART III

(DPSP Form III)

A. Describe in narrative form the activities which will be performed during the project period.

B. List the tasks or various individual activities which will be performed in the order in which they will occur and indicate the month in which it is anticipated the task will begin and the month in which it will be completed.

Example:

1. Hire project staff (first and second months).
2. Train project staff (second month - 3 weeks of training).
3. Develop operating procedures (middle of second month - first of third month).
4. Perform designated tasks (third month - twelfth month).

C. Prepare a Bar Task Timetable.

Example:

TASK TO BE PERFORMED	MONTHS IN PROJECT PERIOD
	01 02 03 04 05 06 07 08 09 10 11 12
1. Hire Project Staff	----------
2. Train Project Staff (3 weeks)	_____
3. Develop Operating Procedures	_____
4. Perform Designated Tasks	_____

D. Attach a current resume for each person employed in the conduct of grant activities.

E. Attach a job description of proposed positions.

F. Include an organizational chart associated with the project.

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

DPSP USE ONLY

Grant No.

SUSTAINABILITY PLAN

PART IV:

The Jackson Police Department (JPD) is committed to ensuring the long-term sustainability of the BrassTrax beyond the grant-funded project period. This investment represents a critical enhancement to the department's ballistic imaging and violent crime reduction capabilities, and JPD recognizes the importance of maintaining uninterrupted access to the technology.

The requested grant funding will support the acquisition, installation, and initial licensing of the BrassTrax station. Following the grant period, JPD will incorporate the annual software licensing, maintenance, and support costs into its departmental operating budget to ensure the continued operation of the system. Beginning in Year Four, the department will budget for these recurring expenses as part of its annual budget planning process, allowing the specialized equipment to remain fully operational and compatible with the National Integrated Ballistic Information Network (NIBIN).

JPD is committed to maintaining the trained personnel, operational procedures, and financial resources necessary to sustain the system throughout its useful life. The department will continue utilizing the BrassTrax to process ballistic evidence, generate NIBIN investigative leads, support firearm-related investigations, and strengthen collaboration with local, state, and federal law enforcement partners.

By incorporating ongoing licensing and maintenance costs into future departmental budgets, the Jackson Police Department will ensure that the investment made through this grant continues to improve forensic capabilities, support violent crime investigations, and enhance public safety well beyond the conclusion of the grant period.

INSTRUCTIONS FOR COMPETING SUSTAINABILITY PLAN: Part IV
(DPSP Form IV)

Provide a plan describing commitment and capacity to continue the project if federal funding through the Division of Public Safety Planning were no longer available.

The plan will be evaluated on whether it proposes feasible strategies to preserve project activities long-term.

Please note that continuation or supplemental funding is not guaranteed and subgrantees are always encouraged to seek additional means of support to sustain their current projects.

The Jackson Police Department (JPD) is committed to sustaining the BrassTrax and its associated ballistic imaging activities beyond the grant-funded project period. The initial acquisition will include three (3) years of licensing and maintenance support, allowing the department to fully integrate the system into its ongoing firearm-related crime investigation and ballistic evidence processing operations.

During the initial three-year licensing period, JPD will incorporate the recurring costs associated with the equipment into its long-term departmental budget planning. Beginning in Year Four, JPD will assume financial responsibility for the annual licensing, software support, and maintenance costs necessary to continue operating the system. These recurring expenses will be incorporated into the department's annual operating budget to ensure that continued operation of the equipment is not dependent upon future grant funding from the Division of Public Safety Planning.

JPD will also sustain the project operationally through its existing personnel and infrastructure. The department currently has two trained personnel capable of operating the BrassTrax system, eliminating the need to create grant-funded positions to maintain project activities. The equipment will be permanently housed within JPD headquarters and incorporated into the department's established ballistic evidence processing and investigative operations.

By assuming responsibility for ongoing licensing and maintenance costs beginning in Year Four and utilizing existing personnel and departmental infrastructure, JPD will preserve the project's activities beyond the grant period. This commitment will ensure continued access to NIBIN-compatible ballistic imaging technology and allow JPD to continue processing ballistic evidence, generating investigative leads, connecting firearm-related incidents, and supporting the investigation and prosecution of violent firearm offenders after DPSP funding is no longer available.

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
BUDGET SUMMARY

DPSP USE ONLY

Grant No.

BUDGET CATEGORY	REQUESTED BUDGET	DPSP USE ONLY APPROVED BUDGET
A. PERSONNEL:		
TOTAL PERSONNEL		
B. FRINGE		
2. FICA Match		
3. Retirement Match		
4. Other		
TOTAL FRINGE		
C. EQUIPMENT	$107,497.88	
TOTAL EQUIPMENT	$107,497.88	
D. TRAVEL		
2. Commercial Carrier		
3. Meals		
4. Lodging		
5. Other		
TOTAL TRAVEL		
E. OPERATING EXPENSE		
2. Rental		
3. Printing and Reproduction		
4. Communications (Telephone, Postage)		
5. Other		
TOTAL OPERATIONAL EXPENSES		
F. CONTRACTUAL SERVICES		
2. Contracts w/Organizations		
TOTAL CONTRACTUAL SERVICES		
G. MISCELLANEOUS		
2. Training Materials		
3. Other		
TOTAL MISCELLANEOUS		
H. TOTAL PROJECT BUDGET		

SUMMARY FUNDING DATA

	Federal	%	State/Local	%	TOTAL	%
REQUESTED BUDGET	$107,497.88	100	$0		$107,497.88	
APPROVED BUDGET						

Budget Prepared By: Mary Manogin

INSTRUCTIONS FOR COMPLETING BUDGET SUMMARY : PART V: (DPSP FORM V)

GENERAL

The budget summary should be completed for each of the eight major budget categories (and their subcategories) for which funding is requested. These figures are to be derived from the detailed information in the Budget Narrative. For each category or subcategory listed, show total requested funds, rounded to the nearest dollar, in the column headed "Requested Budget". Enter category totals and Total Project Budget in the spaces provided.

SUMMARY FUNDING DATA SECTION

In the horizontal row labeled "Requested Budget", provide the following:

a. **Federal** - Enter the total federal funds requested and the percentage of the total project which will be funded with Federal monies.

b. **State or Local Cash Match** - Enter the total cash match and the percentage of the total project which will be provided by the applicant.

See DPSP guidelines or your Grants Management Specialist for the exact federal/state/local ratios required.

SHADED AREAS ARE FOR DPSP USE ONLY.

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
BUDGET NARRATIVE

DPSP USE ONLY

Grant No.

PART VI:

The Jackson Police Department (JPD) requests $107,497.88 to provide the additional funding necessary to fully acquire a BrassTrax. This is a single unit that will allow trained personnel to test shell casings, enter, and receive NIBIN leads which is essential data to connect firearms with crimes and suspects. The requested funds will allow JPD to complete the acquisition of the system and establish an in-house ballistic imaging capability to support the department's ongoing efforts to address gun violence and improve the investigation and solvability of firearm-related crimes.

The acquisition of the BrassTrax system will strengthen JPD's ability to analyze firearm-related evidence, generate timely investigative leads, identify connections between gun-related incidents, and support the investigation and resolution of violent crimes. The requested $107,497.88 represents the funding necessary to complete the acquisition and place this critical technology within the Jackson Police Department, providing investigators with direct and sustained access to ballistic imaging technology in support of the department's gun crime reduction efforts.

INSTRUCTIONS FOR COMPLETING BUDGET NARRATIVE: Part VI

(DPSP Form VI)

GENERAL

The purpose of this form is to provide *full explanation, and justification* for all items budgeted to support project activities. After using DPSP Form A-4-b, add as many 81/2" x 11" continuation pages as necessary. Show Computations for totals, including all other information needed to derive at the total. *Provide the information required below in the order and format shown.* Transfer totals to Budget Summary.

A. **PERSONNEL:**

Name of Employee	Title	% of Time Devoted to Project	Date Hired	Salary Rate
Xxxxxxx	xxxxxxx	xxxxx	xxxx	XXXXX

Example:

Joe Smith	Director	100%	01/01/XX	$40,000 (annual)

Total Salaries & Wages $_____

= Total Personnel $_0_____

Note: Specify other fringe benefits in detail not as one group. (Health insurance, life insurance, workman's Comp, Unemployment etc.) Justify each category as it relates to project activities in the Project Plan. If the employees are not to be hired specifically for this project, but will be transferred from other duties, explain how the resulting vacancies will be filled.

B. **FRINGE**: Based on gross salary.

	SS & Medicare Match	Retirement Match	Other Fringe Benefits
Example:	7.65%	17.40%	$500 monthly

Total Soc. Sec. Match $_____

\+ Total Retirement Match $_____

\+ Total Other $_____

= Total Fringe $_0_____

C. **EQUIPMENT:** (List each non-expendable item to be purchased as show below).

Item	Quantity	Unit Price	Total Price	= Total Equipment $ 107,497.88_____
Ballistic Imaging	**1**	**107,497.88**	**107,497.88**	

BrassTrax is sold through LeadsOnline which is a sole source vendor. Included in this application is the sole source justification letter. BrassTrax is the only manufactured equipment to capture NIBIN leads. There is no other product to compare BrassTrax with as it is the sole equipment configured with NIBIN. The total cost of the BrassTrax is $205,897.88; however, JPD has identified departmental funding to support the $98,400.00 difference; and therefore, are requesting $107,497.88 from DPS.

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

BUDGET NARRATIVE

DPSP USE ONLY

Grant No.

PART VI: (continue)

D. **TRAVEL**: (See the Division of Public Safety Planning subcontractor Travel Policy, to determine allowable expenses. Travel expenses incurred by consultants are to be included in the Contractual Services budget category).

Note: Mileage rate cannot exceed state rate. Review state travel guide at www.dfa.state.ms.us)

(Ex. 1200 miles @ $.56 per mile = $600)		Total Mileage	$_____
(Ex. Taxi, shuttle etc.)	+	Total Commercial Carrier	$_____
(Daily rate or use State Travel guidelines)	+	Total Meals	$_____
(Est. Hotel rate and the no. of days)	+	Total Lodging	$_____
	+	Total Other	$_____
	=	Total Travel	$ 0

Explain the need for the travel and identify who will travel as related to project activities in the Project Plan.

E. **OPERATING EXPENSES**:
Show computations here, including all information needed to derive at the totals shown.

General Office Supplies	$ _____
+ Total Rental	$ _____
+ Total Printing & Reproduction	$ _____
+ Total communications (Telephone, postage, etc.)	$ _____
+ Total Other	$ _____
= Total Operating Expenses	$ 0

Justify and explain the need for the operating cost as it is related to the project activities in the Project Plan.

F. **CONTRACTUAL SERVICES**:

Total Contracts with Individuals	$ _____
+ Total Contracts with Organizations	$ _____
= Total Contractual Services	$ 0

Justify and explain in relationship to project activities in the Project Plan. This section must contain the selection basis for any contract or prospective contract mentioned.

G. **MISCELLANEOUS:**
Show computations here, including all information used to derive at the total shown.

Total Tuitions or Registration fees	$ _____
+ Total Training materials	$ _____
+ Total Other	$ _____
= Total Miscellaneous	$ 0

Explain the need and identify staff as related to project activities in the Project Plan.
OVERHEAD: Show computations here. These costs cannot exceed 10% of the direct labor cost (including fringe benefits) or 5% of the total project cost unless there is a documented approved rate.)

Total Miscellaneous $0

Justify and explain relationship to project activities in the Project Plan, subgrantee administrative services, structure and policy, and specific services provided by the "Overhead" category.

H. **TOTAL PROJECT BUDGET**: $ 107,497.88

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

DPSP Use Only
Grant No.

PART VII: EVALUATION PLAN

The Jackson Police Department (JPD) will evaluate the effectiveness of the project by monitoring the acquisition, implementation, utilization, and investigative impact of the BrassTrax. Evaluation activities will be directly aligned with the objectives and projected impact identified in the project plan and will measure both successful implementation of the equipment and improvements in JPD's ballistic evidence processing capabilities.

Successful implementation will initially be measured by the procurement, delivery, installation, calibration, and operational acceptance of one (1) BrassTrax station at JPD headquarters. Following installation, JPD will document the utilization of the system by its trained personnel and monitor the department's transition from reliance on the Mississippi Crime Laboratory for routine ballistic imaging to increased in-house processing of eligible ballistic evidence.

JPD will evaluate the operational impact of the BrassTrax Acquisition Station by tracking the number of cartridge casings processed and entered into the National Integrated Ballistic Information Network (NIBIN), the number of NIBIN investigative leads generated, and the types of firearm-related investigations supported by those leads. Performance following implementation will be compared, when appropriate, with JPD's existing ballistic processing data to assess changes in departmental capacity and the timeliness of ballistic evidence processing.

The department will also document progress in addressing its existing backlog of ballistic evidence and evaluate the extent to which establishing an in-house BrassTrax capability reduces the need for JPD personnel to travel to the Mississippi Crime Laboratory for ballistic analyzing. These measures will assist JPD in determining whether the project has improved access to ballistic intelligence and increased the efficiency of firearm-related investigations.

Evaluation data will be reviewed throughout the project period and maintained to support required grant performance reporting. Collectively, these measures will allow JPD to document achievement of the project's objectives and assess the effectiveness of the ballistic analyzer in enhancing ballistic evidence processing, supporting investigative lead development, and strengthening the department's overall capacity to investigate and solve firearm-related crimes.

INSTRUCTION FOR COMPLETING THE EVALUATION PLAN: PART VII

(DPSP Form VII)

All programs must include an evaluation plan. This is an integral part of the grant and should be directly related to the objectives and project impact section of the grant. The evaluation plan should specify how the objectives will be measured and how accomplishment of activities will be documented and evaluated.

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
NON-SUPPLANT CERTIFICATION

DPSP Use Only
Grant No.

PART VIII:

The City of Jackson (Applicant) hereby assures that the federal funds will not be used to supplant state or local funds and those federal funds will be used to supplement existing funds for program activities and not to replace those funds that have been appropriated for the same purpose.

Signature: _____
(Chief Executive Officer)

Title: _____**Mayor**_____

Date: _____**08.14.2026**_____

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

DPSP USE ONLY
Grant No.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

PART IX:

A. The _City of Jackson___ (Applicant) hereby certifies that it has formulated an Equal Employment Opportunity Program in accordance with 28 CFR 42, 301, et seq., Subpart E of the Code of Federal Regulations, and that it is on file in the office of:

Name _ Veleanor Ballard _____

Address _633 North State St. Jackson MS 39202_____

Title __Equal Employment Opportunity Officers_____

for review or audit by officials of the Division of Public Safety Planning or the Office Programs, U.S. Department of Justice as required by relevant laws or regulations.

B. The _City of Jackson_____ (Applicant) hereby certifies that it is in compliance with the terms and conditions of 28 CFR 42, 301, et seq., and is not required to file an Equal Employment Opportunity Program.

INSTRUCTIONS FOR COMPLETING EEOC CERTIFICATION
(DPSP Form IX)

GENERAL
The purpose of the EEOC Guidelines is set forth in Title 28, Chapter 1, Subpart E of Part 42 of the Code of Federal Regulations. It provides recognition of the fact that full and equal participation of women and minority individuals in employment opportunities is a necessary element of the Office of Justice Programs by requiring that certain recipients of OJP funding make a careful evaluation of their employment practices as these affect minority persons and women and then develop a comprehensive EEO Program.

WHO MUST PREPARE AN EQUAL EMPLOYMENT OPPORTUNITY PROGRAM?

Any criminal justice recipient of funds may be required to formulate, implement and maintain as Equal Employment Opportunity Program as it relates to minority persons and women or women only. A recipient criminal justice agency must develop and implement a program if either of the following sets of criteria are fully met:

I. For minority persons and women.
   a. Has fifty or more employees.
   b. Has received grants or subgrants of $25,000 or more.
   c. Has a service population with a minority representation of less than 3%.

II. For women only.
   a. Has fifty or more employees.
   b. Has received grants or subgrants of $25,000 or more.
   c. Has a service population with a minority representation of less than 3%.

COMMENTS:

1. When determining the number of employees in an agency, all employees are to be counted, including clerical, custodial, etc.
2. The *"recipient" agency is defined in terms of the implementing agency.* For example, if a grant is made through a municipality to the police department for conducting a program or purchasing equipment, the recipient is considered to be the police department.
3. The criterion of $25,000 in grant money is cumulative for the recipient (may be the sum of several small grants) and does not require a single grant of $25,000 or more.
4. For the purpose of these guidelines, the relevant "service population" shall be determined as follows:

   A. For adult and juvenile correctional institutions, facilities and programs (including probation and parole programs), the service population shall be the inmate or client population served by the institution, facility, or program during the preceding fiscal year.
   B. For all other recipient agencies (e.g., police and courts), the service population shall be the state population for state agencies, the county population for county agencies, and the municipal population for municipal agencies.

PROCEDURE FOR COMPLETION OF FORM IX
Complete section on the reverse of this form if the implementing agency meets the criteria set out above and has formulated an Equal Employment Opportunity Program. If the implementing agency meets the criteria and this program has not been formulated, your application may not be accepted. For assistance, contact the DPSP EEOC officer at the central office.

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OFFICE OF THE CITY ATTORNEY
8/18/26

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH COMCAST BUSINESS COMMUNICATIONS, LLC FOR ETHERNET DEDICATED INTERNET SERVICES

WHEREAS, the City of Jackson, Mississippi through its Department of Information Technology, requires reliable high-capacity internet connectivity for the continued operation of City systems and services; and,

WHEREAS, the Department of Information Technology recommends that the governing authorities authorize the Mayor to execute the Comcast Business Enterprise Services Agreement with Comcast Business Communications, LLC ("Comcast"), together with the incorporated exhibits, for 40 Gbps Ethernet Dedicated Internet ("EDI") service on a 100G port with an IPv4 /29 static address block; and,

WHEREAS, Comcast will provide the EDI service at the City's Department of Information Technology service location, 353 South Congress Street, Jackson, Mississippi 39201; and,

WHEREAS, the Agreement provides for a thirty-six (36) month service term beginning October 01, 2026, and ending September 30, 2029, with October 01, 2026 established as the firm commitment date, subject to force majeure events and delays caused by the City and/or its agents or representatives; and,

WHEREAS, the monthly recurring charge for the EDI service is $8,407.80, including equipment, with no standard installation fee, subject to the terms of the Agreement, which is attached hereto and incorporated in this minutes; and,

WHEREAS, the Agreement provides that the EDI service identified in the Sales Order is not presently subject to any taxes or regulatory fees for which the City is not exempt, and any future tax or regulatory fee applicable to the EDI service must be addressed in accordance with the Agreement; and,

WHEREAS, the Sales Order reflects no standard or custom installation fee; however, the Agreement identifies $4,750.00 as the sole subsidized construction cost applicable to the current Sales Order, which is not an additional upfront charge and is recoverable only as expressly permitted by the Agreement, and no additional construction charges may be imposed unless approved in writing by the City through a written amendment executed by both parties; and,

WHEREAS, the Agreement permits termination for convenience, in whole or in part, upon thirty (30) days' written notice, without early termination charges, anticipated profits, lost revenues, or consequential or indirect damages, subject only to payment obligations and any recoverable construction costs expressly authorized by the Agreement; and,

WHEREAS, the City will procure these services pursuant to Section 3.4, Exception, of the City's *Personal and Professional Services Policy* (August 2024), a copy of which shall be attached to and made a part of the minutes.

Agenda Item No. 17
8.25.2026
(Slater, Horhn)

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the Agreement with Comcast Business Communications, LLC, and all exhibits, for 40 Gbps Ethernet Dedicated Internet service at 353 South Congress Street, Jackson, Mississippi 39201, for a thirty-six (36) month term beginning October 01, 2026, and ending September 30, 2029, at a monthly recurring charge not to exceed $8,407.80, including equipment, subject to the terms and conditions of the Agreement and the availability and appropriation of funds.

IT IS FURTHER ORDERED that no additional construction charge, service, rate, or other contractual obligation beyond those expressly authorized in the Agreement and Sales Order shall bind the City unless separately approved and executed in accordance with the law and the City's contracting procedures.

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 AN AGREEMENT WITH COMCAST BUSINESS COMMUNICATIONS, LLC FOR ETHERNET DEDICATED INTERNET SERVICES** is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure, *Special Assistant*
Chelsea Chicosky, *Deputy City Attorney*

8/18/26
Date

COMCAST BUSINESS ENTERPRISE SERVICES AGREEMENT

COVER PAGE

Customer Information

City of Jackson, Mississippi (the "City" or "Customer")
Primary Contact: Nathan Slater, CIO
Vendor: Comcast Business Communications, LLC ("Comcast")

Contract Documents & Order of Precedence

This Comcast Business Enterprise Services Agreement (this "Agreement") consists of the following documents:

1. This Cover Page ("Cover Page");
2. City Terms and Conditions attached hereto as Exhibit A ("City Terms and Conditions");
3. Comcast Enterprise Services General Terms and Conditions attached hereto as Exhibit A-1 ("Comcast General Terms and Conditions");
4. Comcast Product Specific Attachment – Dedicated Internet Service attached hereto as Exhibit B ("DIA PSA"). For the avoidance of doubt, the DIA PSA attached hereto as Exhibit B cannot be modified or amended absent a written amendment to this Agreement executed by the Customer and Comcast. If, at a later date, the City desires to order a Comcast Service from Comcast other than its DIA Service, the parties shall negotiate in good faith to incorporate the applicable Comcast Product-Specific Attachment into this Agreement;
5. Comcast Authorized Use Policy attached hereto as Exhibit C (the "AUP").For the avoidance of doubt, the AUP cannot be modified or amended absent a written amendment to this Agreement executed by the Customer and Comcast; and,
6. Sales Order attached hereto as Exhibit D ("Sales Order").

In the event of any inconsistency among these documents, precedence will be as follows: (1) this Cover Page; (2) City Ts&Cs; (3) Comcast Ts&C; (4) DIA PSA , (5) the AUP and (6) the Sales Order.

Summary of Service

- **Services**
  - 40 Gbps Ethernet Dedicated Internet (EDI) on 100G port with IPv4 /29 block.
- **Term**
  - 36 Months beginning October 01, 2026 and ending September 30, 2029. October 01, 2026 is a firm commitment date subject to (i) force majeure events and (ii) delays caused by the City and/or its agents and representatives.
- **Pricing**
  - Monthly: $8,407.80 (including equipment). Installation: $0.00
  - Pricing is exclusive of any taxes and regulatory fees or charges for which the City is not exempt; provided, that, Comcast and Customer acknowledge and agree that the DIA Service specified in the Sales Order attached hereto as Exhibit D is not subject to any taxes or regulatory fees for which the City is not exempt. If, following the effective date of this Agreement, the DIA Service specified in the attached Sales Order becomes subject to a tax or regulatory fee for which the City is not exempt, the parties shall negotiate in good faith to account for the same.

- If Comcast determines, following a site survey pursuant to Section 2.1 of the Comcast Terms and Conditions, that additional construction charges are required to provision the service ("Additional Construction Charges"), Comcast shall provide the City with written notice and an itemized estimate of the proposed Additional Construction Charges. The City shall have no obligation to pay any such charges unless expressly approved in writing by the City through a written amendment executed by both parties. If the City does not approve the proposed Additional Construction Charges, either party may terminate this Agreement without penalty, and the City shall have no financial obligation.
- **Service Level Agreement (SLA)**
  - 99.99% uptime target; service credits may apply for outages; exclusions include maintenance for service equipment, and force majeure. See EDI PSA for specific SLA terms.
- **Termination Rights**

  The parties shall have the right to terminate this Agreement or a Service for convenience, 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, (i) the City shall be liable only for payment for goods or services rendered and accepted as of the effective date of termination and (ii) reasonable, documented, and construction costs that have not previously been recovered by Comcast with respect to the terminated Service(s), but only, and solely, to the extent (i) such construction costs were identified in the applicable Sales Order, (ii) such construction cost were not identified in the applicable Sales Order, but Comcast, prior to beginning to provision the applicable Service(s), notified the City, in writing, of such construction costs and that Comcast was assuming the cost of the same in connection with providing the applicable Service(s) (a "Subsidized Construction Cost") or (iii) the City had agreed to Additional Construction Costs pursuant to the above. The City shall not be liable for anticipated profits, lost revenues, early termination charges, or any other consequential or indirect damages arising from such termination. In the event a party materially breaches the contract, the non-breaching party may terminate the Agreement or the impacted Service(s) upon thirty (30) days written notice to the breaching party. Such termination shall not prejudice either party's right to pursue any and all other legal or equitable remedies available to it. The City acknowledges and agrees that the Subsidized Construction Cost for the Sales Order attached hereto as Exhibit D is $4,750. For avoidance of doubt, the only Subsidized Construction Cost applicable to the Services under the Sales Order attached as Exhibit D is $4,750, and no additional Subsidized Construction Cost shall apply unless approved by written amendment executed by both parties.

FOR COMCAST:	FOR THE CITY OF JACKSON, MISSISSIPPI:
_____	_____
Signature	Signature
Name:_____	Name: John Horhn
Title: _____	Title: Mayor, City of Jackson, Mississippi
Date:_____	Date:_____

Exhibit A
City Terms and Conditions

1. Payment Terms.

A. The City will be invoiced monthly for services provided. Payment of invoices will be due forty-five (45) days from the date of the invoice.

B. Monthly service charges for the Services will not exceed $8,407.80 (including equipment) without separate written agreement of the parties subject to Paragraph 2 of this Terms and Conditions

C. Notwithstanding any other provision of this Agreement, all obligations of the City under this Agreement that require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, the City shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost. It is expressly understood and agreed that the obligation of the City to proceed under this Agreement is conditioned upon the appropriation of funds and the receipt of local, state, and/or federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or of the City's governing authorities to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Customer for the payments or performance due under this Agreement, the City shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to City of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. The City shall have the sole right to determine whether funds are available for the payments or performance due under this Agreement. In the event of termination of this agreement, Customer shall return software and equipment provided in connection with the Services and discontinue use.

2. Taxes and Regulatory Fees. The City is tax-exempt. The City acknowledges it shall provide Comcast with a tax exemption certificate upon request. The City acknowledges and agree that (i) the monthly service charges are exclusive of applicable taxes and regulatory surcharges and fees, in each case, for which the City is not exempt and (ii) subject to Exhibit A-1, Section 3.1, the City shall be responsible for any such non-exempt taxes and regulatory surcharges and/or fees.

3. **Service Availability**. Subject to network conditions and technical limitations. See DIA PSA for specific SLAs provided in connection with the services.

4. 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. If a force majeure event continues for more than thirty (30) consecutive days and materially prevents performance under this Agreement, either party may terminate the Agreement upon written notice without liability, except for amounts properly due for services rendered prior to the effective date of termination; provided, that, if Comcast terminates the Agreement because of a force majeure event affecting the City, the City shall also be obligated to reimburse Comcast for unrecouped construction costs, but only, and solely, to the extent (i) such construction costs were identified in the applicable Sales Order, (ii) such construction cost were not identified in the applicable Sales Order but Comcast, prior to beginning to provision the applicable Service(s), notified the City, in writing, of such construction costs and that Comcast was assuming the cost of the same in connection with providing

the applicable Service(s) or (iii) the City had agreed to Additional Construction Costs pursuant to the above.

5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Mississippi without reference to conflict of law rules, govern this Agreement and any dispute arising from it. 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).

6. Entire Agreement. This Agreement consisting of the following documents: (1) Cover Page; (2) Exhibit A – City Terms and Conditions; (3) Exhibit A-1 – Comcast Enterprise Services General Terms and Conditions; (4) Exhibit B – Comcast Product Specific Attachment – Dedicated Internet Service; (5) Exhibit C – AUP; and (6) Exhibit D – Sales Order, constitutes the entire agreement between the parties relating to the subject matter hereof. In the event of any inconsistency among these documents, precedence shall be: (1) Cover Page; (2) Exhibit A; (3) Exhibit A-1; (4) Exhibit B; (5) Exhibit C; and (6) Exhibit D. No representation, promise, inducement, or statement of intention has been made by any party that is not embodied in this Agreement. Terms and conditions set forth in any other document not explicitly referenced in this Agreement and expressly incorporated herein, or any other form or document of either party, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by either party, and shall not be considered binding on either party unless specifically agreed to in writing by it.

7. Amendments. 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. No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

8. Confidentiality.

A. Subject to the provisions of the Mississippi Open Records Act, Miss Code Ann § 25-61-1 et seq, and other laws of the State of Mississippi related to government disclosures, (including but not limited to Miss. Code Ann. § 25-61-9 requiring notice from the disclosing party of a public records request and disclosure unless the receiving party has sought a protective order that the records contain trade secrets, or confidential commercial or financial information from a chancery court with jurisdiction under this Agreement), while performing under this Agreement, the parties may gain access to proprietary and/or confidential information of the other party that, if disclosed to third parties, may be damaging to each other. To the extent it is authorized under Mississippi law, the parties agree not to disclose such information to third parties and shall take all reasonable steps to prevent unauthorized access to any of each other's confidential and proprietary information. Such information shall include, but shall not be limited to, materials considered to be confidential information as a matter of law (e.g., personnel records), and shall also include (i) all materials in any form developed or created by each party related to funding and financial and business information; (ii) all information owned, possessed or used by a party, which is communicated to, learned, developed or otherwise acquired by that party in the performance of this Agreement; and (iii) any other information that has been advised by a party is confidential, privileged, or proprietary. Confidential information, as used in this Agreement, shall not include (i) information in a party's possession prior to disclosure; (ii) information generally available to the public or that becomes available to the public through a source other than a party under this agreement, (iii) information that was rightfully obtained by a party from a third party who is under no obligation of confidentiality to either party to this Agreement with respect to such information or (iv) is developed independently by the receiving party without use of the disclosing party's confidential information. Each party agrees that it will accept and hold confidential information obtained from each other in confidence at all times during and after termination of this Agreement. A party shall neither use nor disclose such information, except as provided in this Agreement or as required by law, without the prior written permission of the affected party or upon court order from a court of competent jurisdiction.

B. Subject to the open record laws of the State of Mississippi, each party acknowledges and agrees that a breach of this section may cause the affected party irreparable injury and damage; therefore, each party expressly agrees that

the affected party shall be entitled to seek a protective order from a chancery court that the records contain trade secrets, or confidential commercial or financial information, in accordance with Miss. Code Ann. § 25-61-9. With a protective order, either party may also seek injunctive or other equitable relief in a court of competent jurisdiction to prevent or otherwise restrain a breach of this Section 8. Each party agrees that it will disclose confidential information only to those employees, agents, and subcontractors who have a right and need to know, and shall require its employees, agents, and subcontractors to comply with the requirements of this provision.

C. Notwithstanding anything to the contrary contained in this Section 8 or the Agreement, Confidential Information does not include any data transmitted by the City or its users over or through the Services. The parties acknowledge that Comcast will not ordinarily access or possess City data transmitted over or through the Services in providing the EDI services under this Agreement. If Comcast subsequently accesses or possesses such data, it shall be subject to the confidentiality obligations of this Section.

D. Nothing in this Section 8 shall be construed to require the City to withhold or deny access to public records except as permitted by the Mississippi Public Records Act or pursuant to a protective order issued under Miss. Code Ann. § 25-61-9.

9. Miscellaneous:

- The City does not waive its sovereign immunity. The City shall only be responsible for liability resulting from the negligent actions of its officers, agents, and employees acting within the course and scope of their official duties. Miss. Code Ann. § 11-46-1, et seq.
- The City does not waive its Constitutional Eleventh (11th) Amendment immunity. U.S. Const. Amend. XI.
- Any references to the City waiving its right to a trial by jury are deleted. Miss. AG Op., *Chamberlin* (October 18, 2002).
- Any references to the City limiting or waiving any common law warranty are deleted. Miss. AG Op., *Clark* (June 7, 2002); Miss. AG Op., *Chamberlin* (October 18, 2002).
- Any references to the City limiting damages, remedies or waiving any claim are deleted. Miss. Const. Art. 4, § 100; Miss. AG Op., *Clark* (June 7, 2002); Miss. AG Op., *Chamberlin* (October 18, 2002).
- Any references to the City waiving any cause of action it may have against the Comcast or any other party as a result of the Comcast's breach of the contract, or the Comcast's own negligence or willful misconduct or the negligence or willful misconduct of Comcast's employees or agents are deleted. Miss. Const. Art. 4, § 100; Miss. AG Op., *Clark* (June 7, 2002); Miss. AG Op., *Chamberlin* (October 18, 2002).
- Any references to the parties submitting to binding arbitration are deleted. Miss. AG Op., *Clark* (June 7, 2002); Miss. AG Op., *Chamberlin* (October 18, 2002).
- Any references to payment of attorney's fees by the City is deleted, unless determined by a court of competent jurisdiction. Miss. AG Op., *Nowak* (January 23, 2009); Miss. AG Op., *Stringer* (January 25, 2006).
- Parties shall comply with all applicable laws under the State of Mississippi, and all local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). Jurisdiction and venue are proper in Hinds County, Mississippi.

The City's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10. Acceptance. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Agreement shall not be binding upon the parties until it has been signed first by Comcast and then by the authorized representatives of City in accordance with applicable ordinances, laws, and regulations.

Exhibit A-1
Comcast Enterprise Services General Terms and Conditions
("General Terms and Conditions)

ARTICLE 1. DEFINITIONS

For purposes of these General Terms and Conditions, the following terms shall have the meanings specified below. Terms used but not defined herein shall have the meanings ascribed to them in the Cover Page or City's Terms and Conditions.

Affiliate: With respect to each party, any entity that controls, is controlled by, or is under common control with such party. For the purposes of this definition, "control" shall mean ownership of at least fifty percent (50%) of the voting stock or other voting ownership interest in an entity.

Anti-Corruption Laws: These laws include (i) the U.S. Foreign Corrupt Practices Act ("FCPA"); (ii) the U.K. Bribery Act 2010; and (iii) any other applicable anti-corruption laws.

Comcast Equipment: Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver the Services. Notwithstanding the foregoing, inside telephone wiring within a Service Location, whether or not installed by Comcast, and Customer-Provided Equipment, even if managed by Comcast, shall not be considered Comcast Equipment.

Controlled Item: (i) means (1) hardware items like computers, networking equipment, or electronics; (2) software; and (3) technology, which includes (i) software source code or (ii) the information necessary for the development, production, use, operation, installation, maintenance, repair, overhaul, or refurbishing of a Controlled Item, such as diagrams, engineering specifications, or manuals.

Customer: The City of Jackson, Mississippi.

Customer-Provided Equipment: All facilities, equipment, and devices supplied by Customer, or by a party not contracted by Comcast, for use in connection with the Services.

Government Entity: A government at any level, including national, state, local, or municipal; an instrumentality, board, commission, court, agency, or subdivision, whether civilian or military, of any of the above; a government-owned or government-controlled association, organization, business, or enterprise (including any state-owned enterprise or any entity financed in large measure through public appropriations, performing public functions, or whose officers or directors are appointed by a government body); any political party; and any public international organization, *i.e.* organizations whose members are countries, territories, governments of countries or territories.

Government Official: (i) any official, officer, employee (regardless of rank), or person acting on behalf of a Government Entity; or (ii) any political party official or candidate for political office.

Network: The Comcast Equipment, fiber optic, or coaxialcable associated with electronics and other equipment used to provide the Services, including any such equipment not located on or at the Service Location(s).

Product Specific Attachment(s) or PSA(s): The additional terms and conditions applicable to each of the Services ordered by Customer under the Agreement and which are attached to the Agreement as Exhibits. The DIA PSA attached to this Agreement is the only PSA applicable to the Services currently being procured as of the effective date of the Agreement. Any PSA applicable to future or additional services shall become part of this Agreement only by written amendment executed by both parties.

Sales Order: Also referred to as a Service Order Form, an order form for the provision of Services to a Service Location(s) on (a) the then-current Comcast form designated for such purpose or (b) such other form, or in such other manner, as may be agreed upon by the parties. Comcast and the City acknowledge and agree that, unless otherwise agreed to via an amendment to this Agreement, any terms or conditions contained in any Comcast sales order delivered under this Agreement (including the Sales Order attached hereto as Exhibit D), shall be void and of no force or effect; provided, that, notwithstanding the foregoing, (i) payment terms (e.g., MRC/NRC), (ii) service term length (i.e. the Service Term), information regarding the type of service (e.g., 40Gbps DIA circuit) and (iv) service location, in each case, contained in a sales order, shall be binding.

Service(s): Service(s) provided by Comcast pursuant to a Sales Order or Statement of Work. All Services provided under the Agreement are for commercial, non-residential use only.

Service Commencement Date: With respect to each Service, "Service Commencement Date" shall have the meaning specified in the applicable PSA applicable to such Service or in the Statement of Work, it being understood that a single Sales Order or SOW containing multiple Service Locations or Services may have multiple Service Commencement Dates.

Service Location(s): The Customer location(s) where Comcast provides the Services.

Service Term: The duration of time (which shall commence on the Service Commencement Date) for which Services are ordered as specified in a Sales Order or Statement of Work, plus any Renewal Service Terms.

Statement of Work (SOW): The specific terms under which Comcast will provide certain customized services to Customer, including all attached appendices and exhibits, if any.

Trade Controls: Means all applicable laws and regulations pertaining to (1) the export, re-export, transfer, or release of Controlled Items; and (2) sanctions (economic and trade controls put in place by U.S. and foreign governments as a foreign policy tool to restrict transactions and other interactions with certain countries, territories, entities, and individuals). This includes by way of example, the United States Department of Commerce's Export Administration Regulations ("EAR"), the U.S. Department of Treasury's Office of Foreign Assets Control's ("OFAC") trade and economic sanctions laws and regulations.

ARTICLE 2. DELIVERY OF SERVICE

2.1. Orders.

A. To order Service at a Service Location(s), Customer an Comcast will sign a Sales Order, it being understood the Sales Order attached to the Agreement as Exhibit D shall be considered binding. Each Sales Order may be subject to an engineering review which will determine whether and to what extent the Network must be extended, built, or upgraded in order to provide the ordered Services. After any such engineering review, Comcast will provide Customer written notification (email being sufficient) in the event Service installation at any Service Location will require an additional non-recurring installation fee ("Custom Installation Fee" or "Construction Charges"). Comcast shall provide the City with written notice and an itemized estimate of the proposed additional construction charges. The City shall have no obligation to pay any such charges unless expressly approved in writing by the City through a written amendment executed by both parties. If the City does not approve the proposed additional construction charges, either party may terminate this Agreement without penalty, and the City shall have no financial obligation.

B. Notwithstanding anything to the contrary contained in the Agreement, no Sales Order, Statement of Work, amendment, or other ordering document shall become binding upon the City unless approved and executed in accordance with applicable Mississippi law governing municipal contracts and the City's contracting procedures, including any approval required by the City's governing authorities. Nothing herein shall be construed as authorizing any City employee or official to bind the City beyond the authority granted by law.

2.2 Access. To deliver or maintain the Services, Comcast may require reasonable access, rights-of-way, conduit, or common space within or outside the applicable Service Location ("Access"). The City shall reasonably cooperate in facilitating such Access to the extent the requested Access is within the City's ownership or control. Nothing herein shall require the City to acquire property rights, easements, licenses, or other third-party interests unless separately agreed to in writing. If the City fails to provide Comcast's with Access to a Service Location (even is such failure is because the applicable location is not owned or controlled by the City) and such failure materially prevents Comcast from providing and/or maintaining the Services, Comcast may, upon thirty (30) days' prior written notice, terminate the affected Service at such Service Location. Comcast shall be excused from its performance obligations only to the extent its inability to perform is directly caused by the City's failure to provide Access required under this Section. If Comcast is unable to secure or maintain Access outside the applicable Service Location, and such Access is reasonably necessary to provide the Services, either party may terminate the affected Service upon at least thirty (30) days' prior written notice, without penalty or further liability except for obligations accrued prior to termination.

2.3 Hazardous Materials. If Comcast encounters asbestos or other hazardous materials at a Service Location or within the building where the Service Location is located, Comcast may immediately stop providing and/or installing Services until such materials are removed. It shall be the City obligation to remove the hazardous materials; provided, that, if the City elects not to remove such hazardous materials, either party may terminate the applicable Service for convenience without further liability. .

2.4 Comcast Equipment. Comcast may remove, replace, or modify Comcast Equipment as reasonably necessary to provide, maintain, or improve the Services, provided such action does not materially degrade the Services except for temporary interruptions reasonably necessary for maintenance, upgrades, or emergency repairs. Comcast shall provide advance notice of planned interruptions whenever reasonably practicable. City shall not move, disconnect, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than as authorized by the Agreement. The City shall provide commercially reasonable space, electrical service, and adequate environmental conditions for Comcast Equipment. Upon request, Comcast shall provide the City with space, electrical service and environmental conditions required for the Comcast Equipment. . Comcast shall be responsible for maintaining Comcast Equipment and upgrading such equipment to the extent necessary to ensure services are provided as required by this Agreement. Upon termination or expiration of this Agreement and/or any applicable Sales Order or SOW, the City and Comcast shall cooperate in the return and/or retrieval of Comcast Equipment. Any charge for equipment not returned shall be limited to the fair market value of the equipment, less reasonable depreciation and shall not apply where Comcast fails to timely retrieve the equipment or provide reasonable return instructions.

2.5 Customer-Provided Equipment. Unless otherwise set forth in an SOW, the City shall be responsible for the maintenance, repair, operation, and replacement of Customer-Provided Equipment, inside telephone wiring, and other equipment owned or controlled by the City located on the City's side of the Demarcation Point. "Demarcation Point" means the point of interconnection between the Network and Customer-Provided Equipment located at a Service Location. Neither Comcast nor its employees, Affiliates, agents, or contractors shall have any obligation to install, operate, or maintain Customer-Provided Equipment except as expressly provided in an SOW. Comcast shall not be liable for damage to Customer-Provided Equipment unless such damage is caused by the negligence or willful misconduct of Comcast, its employees, agents, Affiliates, or contractors. Customer-Provided Equipment shall be compatible with Comcast's written technical specifications provided to the City, as reasonably updated from time to time upon advance written notice.

2.6 Network; Intellectual Property.

A. The Network is and shall remain the property of Comcast regardless of whether installed within, upon, overhead, above, or underground at or near the Service Location and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. The City shall not knowingly or intentionally take any action that materially impairs Comcast's ownership interest in the Network or causes the Network to become subject to a lien or encumbrance arising from the City's acts or omissions. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers.

B. Title and intellectual property rights to (i) the Services and (ii) any computer software or code provided by Comcast to use the Services, including, but not limited to, associated documentation, and all updates thereto ("Licensed Software") are, in each case, owned by Comcast, its agents, suppliers, or Affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling, or publication of the Services, in whole or in part, without the express prior written consent of Comcast or other owner of such material, is prohibited. The Agreement provides no right to use any party's or its Affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other party in any marketing, promotional, or advertising materials or activities. Nothing herein shall prohibit the City from making copies of Licensed Software documentation or other materials as necessary to comply with applicable law, provided such copies are not distributed to third parties except as permitted by this Agreement or required by law.

License Grant (Applicable to the extent permitted under Mississippi law). If Customer requires the use of Licensed Software from Comcast in order to use the Services, Customer shall have a nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably necessary to implement this Agreement, provided such documentation is consistent with, and does not modify, expand, or diminish the rights and obligations of the parties under this Agreement or require execution contrary to applicable Mississippi law. Customer shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software. Customer acknowledges that the use of Service may periodically require, and consents to Comcast's provision of, updates and/or changes to the Licensed Software resident in the Comcast Equipment or Customer Provided-Equipment ("**Updates**"). Comcast may perform Updates remotely or on-site as reasonably necessary to maintain the Services. Except in the event of emergency security updates, Comcast shall provide reasonable advance notice of Updates reasonably expected to materially affect the Services or compatibility with Customer-Provided Equipment. The City shall reasonably cooperate in providing access for such Updates during normal business hours or as otherwise mutually agreed. Comcast shall be excused from applicable performance standards, service credits, liability, or indemnification obligations only to the extent such failure is directly caused by the City's unreasonable refusal to permit installation of a required Update after reasonable advance notice.

ARTICLE 3. BILLING AND PAYMENT

3.1 Charges; Taxes; Regulatory Fees.

The City agrees to pay only those charges expressly set forth in this Agreement or in a Sales Order or SOW approved by the governing authority and executed in accordance with applicable Mississippi law, together with taxes and governmental fees or surcharges (e.g., USF Fees) actually imposed by a governmental authority and either (i) required by applicable law to be paid by the City or permitted by applicable law to be passed through to the City or (ii) expressly authorized by this Agreement, in each case, unless the City is exempt from such taxes, fees, or surcharges.. Without limitation to the foregoing, the City shall have no obligation to pay any administrative fee, surcharge, or other charge not expressly authorized by this Agreement, required by applicable law, or approved in accordance with applicable Mississippi law governing municipal contracts and expenditures. Comcast shall provide reasonable documentation supporting any governmental fee, surcharge, or tax assessed under this Section. Customer shall be responsible for retroactively assessed taxes only to the extent such taxes are lawfully imposed, supported by reasonable documentation, timely invoiced after Comcast becomes aware of the assessment, and not attributable to Comcast's failure to timely collect, remit, or invoice such taxes. No fee, surcharge,

recovery charge, assessment, or similar amount shall be imposed by Comcast unless expressly authorized by this Agreement or required by applicable law (e.g., USF Fees). The City shall provide Comcast with a tax exemption certificate upon request. Subject to applicable law, in the event of a conflict between this Section and any tariff, service guide, price list, invoice, or other Comcast document, this Section shall control.

3.2 **Payment Terms; Disputes.**

A. Except as otherwise indicated herein or in PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation, certain usage-based charges. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any pro- rated charges for the Services from the Service Commencement Date to the start of the next billing period. Subject to Customer's right to dispute charges in accordance with Article 3.2(B), any payment not made when due will be subject to a late charge not to exceed the amount permitted by applicable Mississippi law. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

B. If Customer disputes any portion of an invoice, Customer shall pay the undisputed portion of the invoice and provide Comcast written notice identifying the disputed charges within forty-five (45) days after receipt of the invoice. The parties shall negotiate in good faith to resolve the billing dispute. Pending resolution of the dispute, Comcast shall not suspend or terminate the affected Services based solely upon the timely disputed amount, provided Customer continues to timely pay all undisputed charges. No late charges shall accrue on any amount timely disputed pursuant to this Section unless the dispute is resolved in Comcast's favor. Subject to applicable law, Customer may not submit a billing dispute to Comcast later than 180 days following the invoice date; provided, however, that nothing herein shall waive, limit, or otherwise impair any claim, right, or remedy available to the City under applicable law.

ARTICLE 4. TERM & TERMINATION

4.1 **Term.**

4.1 Agreement Term. Upon execution of this Agreement, the City may request Statements of Work ("SOWs") and Sales Orders from Comcast during the Master Services Agreement Term ("Term") identified on the Cover Page. Any Sales Order or SOW shall become effective only upon approval and execution in accordance with applicable Mississippi law governing municipal contracts. Following expiration of the Term, the parties may mutually agree in writing to continue issuing Sales Orders or SOWs under this Agreement or execute a successor agreement. Unless earlier terminated in accordance with this Agreement, this Agreement shall remain in effect solely with respect to any outstanding Sales Order or SOW until such Sales Order or SOW expires or is terminated.

A.

4.2 Service Term. The Agreement Term shall commence on the Effective Date and continue for the period set forth on the Master Services Agreement Cover Page. Each Sales Order or SOW shall state the initial Service Term applicable to the Services. Upon expiration of the initial Service Term a Service shall terminate unless the parties mutually agree in writing to renew the applicable Sales Order or SOW for such period as may be agreed upon by the parties, subject to approval by the City of Jackson governing authorities and execution in accordance with applicable Mississippi law. To the extent a Service Term extends beyond the expiration of the Term, the applicable Sales Order or SOW shall continue to be governed by the terms and conditions of this Agreement until its expiration or earlier termination. No renewal shall be effective unless memorialized in a written amendment, renewal Sales Order, or renewal Statement of Work executed by both parties.

Termination Rights. See Cover Page.

4.3 RESERVED.

Effect of Expiration/Termination of a Sales Order or SOW.

4.4. Upon the expiration or termination of a Sales Order or SOW, Comcast shall disconnect the applicable Service. Termination of a Sales Order or SOW by either party shall not constitute a waiver of any other rights or remedies available to either party under this Agreement.

4.5

4.6

4.7

ARTICLE 5. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES

ARTICLE 5 SHALL BE INTERPRETED AND ENFORCED ONLY TO THE EXTENT PERMITTED UNDER MISSISSIPPI LAW. Notwithstanding any other provision of this Agreement, no provision of this Article shall be construed to waive, release, diminish, or otherwise limit any right, remedy, cause of action, immunity, defense, or damages available to the City where such waiver, release, limitation, or impairment is prohibited by the Constitution or laws of the State of Mississippi.

5.1 **Limitation of Liability.**

SOLELY TO THE EXTENT PERMITTED BY MISSISSIPPI LAW:

A. THE AGGREGATE LIABILITY OF COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS FOR ANY AND ALL LOSSES, DAMAGES, AND CAUSES OF ACTION ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE NINE (9) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE

CLAIMED. THIS LIMITATION SHALL NOT APPLY TO INDEMNIFICATION OBLIGATIONS. The foregoing limitation shall apply only to the extent permitted by Mississippi law.

B. B. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT; PROVIDED, THAT, THE FOREGOING LIMITATION SHALL NOT LIMIT CUSTOMER'S LIABILITY FOR CHARGES OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST. **The foregoing limitation shall apply only to the extent permitted by Mississippi law.**

C. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS UNDER THIS AGREEMENT FOR ALL INDEMNIFICATION OF INTELLECTUAL PROPERTY CLAIMS UNDER ARTICLE 6.1(i) OF THESE GENERAL TERMS AND CONDITIONS EXCEED (I) ONE (1) MILLION DOLLARS ($1,000,000).

5.3 Disclaimer of Warranties. Nothing in this Article 5.3 shall be construed to waive, limit, or otherwise impair any warranties, rights, remedies, or causes of action that cannot lawfully be waived or limited under applicable Mississippi law.

D. **SOLELY TO THE EXTENT PERMITTED BY MISSISSIPPI LAW AND SUBJECT TO THOSE WARRANTIES COMCAST IS REQUIRED TO PROVIDE UNDER MISSISSIPPI LAW**, COMCAST EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED, AND/OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. Comcast makes no additional warranties beyond those required by applicable law. Solely to the extent permitted by Mississippi, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet Customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties. Customer acknowledges and agrees that the Services are not fail-safe and are not designed or intended for use in situations requiring fail- safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property, or environment.

E. Nothing in this subsection relieves Comcast of its obligation to exercise commercially reasonable care in providing, maintaining, and securing the Services in accordance with this Agreement. Comcast shall not be liable for losses arising from (i) content or data transmitted by Customer or its users; (ii) acts or omissions of Customer or third parties not under Comcast's control; or (iii) interoperability issues involving third-party equipment or services, except to the extent such loss is caused by Comcast's negligence or willful misconduct. Customer shall remain responsible for maintaining reasonable backup copies of its data, files, and software.

ARTICLE 6. INDEMNIFICATION

Comcast's Indemnification Obligations. Subject to Articles 5.1(B) and 5.1(C) and any other limitations contained in the Agreement, Comcast shall indemnify, defend, and hold harmless Customer, its Affiliates and their respective employees, directors, officers, and agents from and against all damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of a claim or demand by a third party ("Claims") incurred as a result of (i) infringement of U.S. patent or copyright law based solely on Comcast Equipment or Licensed Software; provided, that, Comcast shall have no liability for any claim of infringement arising from: (a) Comcast's compliance with any designs, specifications, or instructions of Customer; (b) modification or alteration of the Licensed Software or Comcast Equipment by Customer or a third party without the prior knowledge and written approval of an authorized officer of Comcast; (c) use of the Licensed Software or Comcast Equipment in a way not authorized in writing by an authorized officer of Comcast; and/or (d) Customer's failure to use an updated version of the Licensed Software or Comcast Equipment which has been provided, or made available, to Customer and (ii) damage to tangible personal property or real property, and personal injuries (including death) to the extent caused by the negligence or willful misconduct of Comcast while working onsite at the Service Locations. For purposes of this Article 6.1, any claims by any end-user of the Services shall not be included in the definition of Claims.

6.2 Nothing in this Agreement shall be construed as requiring the City to indemnify, defend, or hold harmless Comcast to the extent such obligation is prohibited by the Constitution or laws of the State of Mississippi. The City's liability under this Agreement shall be governed exclusively by applicable Mississippi law, including the Mississippi Tort Claims Act, and nothing herein shall be construed as a waiver of any immunity, limitation of liability, or other defense available to the City. Nothing in this Agreement shall be construed as expanding the City's liability beyond that authorized by the Constitution and laws of the State of Mississippi.

6.3 Indemnification Procedures. Subject in all events to Mississippi law, to the extent Comcast is obligated to indemnify Customer under the Agreement, Customer shall (i) promptly notify Comcast in writing of any pending or threatened Claim that gives rise to a right of indemnification (an "Action") and (ii) shall reasonably cooperate in the defense or settlement of the Action.

Comcast shall assume the defense of any Action at Comcast's expense with counsel selected by Comcast. Customer may employ its own counsel in any such case and shall pay such counsel's fees and expenses. Comcast shall have the right to settle any Action; provided, however, that to the extent that such settlement requires (i) Customer to take or refrain from taking any action, (ii) purports to obligate Customer, or (iii) admits liability on behalf of Customer, then Comcast shall not settle such Action without the prior written consent of Customer, which consent shall not be unreasonably withheld.

ARTICLE 7. PUBLICITY

7.1 **7.1 RESERVED.**

7.2 **Publicity.** Neither party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Customer without the prior written consent of the other party; provided that this restriction will not prohibit Comcast from making internal announcements related to the completion and existence of the contractual relationship contemplated herein. Nothing herein limits the City's obligations under the Mississippi Public Records Act.

ARTICLE 8. PROHIBITED USES; COMCAST POLICIES

Prohibited Uses; Comcast Policies. Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of the AUP (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, or permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for the compliance of its users with the provisions of the Agreement. Customer acknowledges and agrees that use of the Services, including by Customer, its Affiliates, and any users, shall be subject to the AUP. Comcast reserves the right to act immediately and without notice to terminate or suspend any Services if Comcast determines that such use or information is in violation of this Article 8.1; provided, that, except where immediate action is reasonably necessary to address fraud, an imminent threat to the security or integrity of the Network, or to comply with applicable law, Comcast shall provide the City written notice and a reasonable opportunity to cure before suspending or terminating Services under this Section.

8.2 **RESERVED.**

8.3 **Prohibition on Resale.** Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof. For the avoidance of doubt, this prohibition includes Customer bundling the Services with any services or components of Customer that are then sold to end users of any kind.

8.4 Monitoring. Comcast shall have no obligation to monitor postings or transmissions made in connection with the Services, however, Customer acknowledges and agrees that Comcast and its agents shall have the right to monitor any such postings and transmissions from time to time and to use and disclose them in accordance with this Agreement, and as otherwise required by law or government request, only as reasonably necessary to provide the Services, maintain Network security, or comply with applicable law.

ARTICLE 9. MISCELLANEOUS TERMS

9.1 **Assignment or Transfer.** Neither party shall assign any right, obligation, or duty, in whole or in part, nor any other interest hereunder, without the prior written consent of the other Party, which consent shall not be unreasonably conditioned, delayed or withheld. Any assignment in violation of this provision shall be deemed null and void. All obligations and duties of either party shall be addressed directly with all successors-in-interest and permitted assigns of such party.

9.2 **Notices.** Except as otherwise identified herein, any notice sent pursuant to the Agreement shall be deemed given and effective when sent by e-mail and confirmed by either certified mail or express delivery service, in each case, to the following addresses (or to such other addresses as a party may designate by written notice to the other party): (i) with respect to Customer, to the address set forth on any Sales Order or the Cover Page, with a copy to the City of Jackson, City Attorney's Office; or (ii) with respect to Comcast, to: Comcast Business Sales Operations (Comcast Business), One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Legal_Notices@comcast.com. Customer should include their account number or billing account number in their notice, if available. Alternatively, and except as otherwise may be required in a PSA or SOW, Customer may send termination notice to Comcast through the Comcast disconnection portal found at the following URL: https://business.comcast.com/landingpage/disconnect (as the same may be updated by Comcast from time-to-time).

9.3 **Amendments; Changes to the Agreement.**

A. RESERVED.

B. Customer acknowledges and agrees that terms or conditions contained in any Customer purchase order or similar Customer order form (regardless of whether executed by Comcast), or restrictive endorsements or other statements

on any Customer form of payment, shall be void and of no force or effect ("Customer Additional Terms"). For the avoidance of doubt, the Agreement (including the City's Ts&Cs) does not constitute Customer Additional Terms, Without limitation to the foregoing, if (i) Customer requires Comcast to execute a Customer purchase order or other Customer order form for a Service or as a condition to receiving payment for the same and (ii) Comcast executes such purchase order or Customer order form, Customer acknowledges and agrees that (1) Comcast's execution is solely for the purpose of assisting Customer in satisfying its internal procurement requirements and (2) any terms and conditions contained in such purchase order or Customer order form shall be null and void and of no force or effect.

C. The parties acknowledge that the respective rights and obligations of each party as set forth in this Agreement are based on applicable law and regulations as they exist on the date of the Agreement's execution. The parties agree that in the event of any legislative, regulatory, or judicial order, rule, or regulation, or decision in any arbitration or other dispute resolution proceeding, or other legal or regulatory action that materially affects the provisions of this Agreement or the economic terms of the Agreement, either party may, by providing written notice to the other, require that the affected provisions of the Agreement be renegotiated in good faith. If either party refuses to enter such renegotiations, or the parties are unable to reach resolution on new Agreement terms, that party may terminate this Agreement, in whole or in part, upon sixty (60) days' written notice to the other

9.4 Tariffs. notwithstanding anything to the contrary in the Agreement, BUT ONLY TO THE EXTENT AS PERMITTED UNDER MISSISSIPPI LAW, Comcast may be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency between the Agreement on one hand, and the relevant tariffs on the other hand, the rates and other terms set forth in the Agreement and applicable Sales Orders or SOWs will be treated as individual case-basis arrangements to the maximum extent permitted by law. If Comcast voluntarily or involuntarily cancels or withdraws a tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a tariff under which Service is provided to Customer in a manner that is material and adverse to the Customer, the Customer may terminate the applicable Sales Order or SOW upon a minimum thirty (30) days' prior written notice to Comcast, without further liability.

9.5 Compliance with Laws. Each of the parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances (including, but not limited to, laws of the State of Mississippi) in the performance of its respective rights and obligations under this Agreement.

9.6 Consent to Communications from Comcast. Customer acknowledges and agrees that Comcast or third parties acting on Comcast's behalf may call or text Customer at any telephone number that Customer provides to Comcast or that Comcast issues to Customer, and may do so for any purpose relating to Customer's account and/or the Services to which Customer purchased. Customer expressly consents to receive such calls and texts and agrees that these calls and texts are not unsolicited. Customer acknowledges and agrees that these calls and texts may entail the use of an automatic telephone dialing system and/or artificial or prerecorded messages. Customer may not opt-out of receiving certain communications pertaining to Customer's account, including but not limited to communications regarding emergencies, fraud or other violations of law, security issues, and harm caused to the Network. Message frequency depends on Customer's activity with the Services. Message and/or data rates may apply.

9.7 Construction; Survival; Headings; No Waiver. In the event that any portion of the Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of the Agreement shall remain in full force and effect. The rights and obligations of either party that by their nature would continue beyond the termination or expiration of the Agreement shall survive termination or expiration of the Agreement. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof. No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s).

9.8 RESERVED

9.9 No Third-Party Beneficiaries; Independent Contractors. Except as otherwise specifically set forth herein, this Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege. The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party. Each party acknowledges and agrees that any interpretation of this Agreement may not be construed against a party by virtue of that party having drafted the provisions.

9.10 Anti-Corruption; Anti-Bribery; International Trade Commission Provisions.

A. Anti-Corruption and Anti-Bribery.

(1) Each party represents warrants and covenants that:

(i) In carrying out its responsibilities under the Agreement, each party and each of its shareholders, beneficial owners, Affiliates, officers, directors, employees, and any party acting on its behalf, will comply with all Anti-Corruption Laws and will not offer, promise, give, authorize, solicit, or accept anything of value, directly or indirectly, to or from any person, including any Government Official, in order to improperly influence official action, improperly obtain or retain business, or otherwise obtain an improper advantage.

(ii) To the knowledge of each party, no Government Entity is investigating or has in the past five (5) years conducted, initiated, or threatened any investigation of such party or any of its beneficial owners, Affiliates, officers, directors, employees, or agents related to any violation of Anti-Corruption Laws.

(2) Each party shall immediately inform the other party if it or any of its owners, Affiliates, officers, directors, employees, or agents learns of or suspects a possible violation of any Anti- Corruption Law related to this Agreement.

B. International Trade Commission Provisions.

(1) As this Agreement is subject to Trade Controls, each party (i) will comply with all applicable Trade Control laws and (ii) agrees not to, directly or indirectly, export, transfer or release Controlled Items to any country except in compliance with Trade Controls and this Agreement.

(2) Each party represents and warrants that neither it nor any of its Affiliates or subsidiaries is a person or entity identified on the EAR's denied or restricted party lists (including the Denied Persons List, Entity List, and Unverified List) or OFAC's Specially Designated National ("SDN") List, or other applicable restricted party lists, or are parties that are owned 50% or more in the aggregate by an SDN(s) (collectively, "Restricted Parties"). Each party shall not permit any Controlled Item to be provided or made available to any Restricted Party; and such party must not engage in any business relationship with or in a country that is subject to a comprehensive embargo by the United States in connection with this Agreement.

(3) If Customer becomes a Restricted Party, then Comcast has the right to immediately terminate this Agreement for cause. For the avoidance of doubt, neither of the parties nor any of their Affiliates are required to perform this Agreement if doing so would violate Trade Controls.

9.11 Customer Portals.

A. Use of Portal. Customer agrees to use any customer portals made available to them by Comcast in accordance with this Agreement. Certain Services allow Customer the capability to modify the Services in the portals that may result in a change to the Customer's rates. Customer acknowledges and agrees that the person using Customer's username and password for a Comcast -provided portal is an authorized user. Customer acknowledges and agrees that by providing a user access to a portal, such user may have access to Customer's Service(s) details, billing and payment data, usage and technical information, and Customer Proprietary Network Information ("CPNI"). For clarity, no action taken through a Comcast portal shall modify the Services, rates, charges, or other contractual obligations of the City unless separately approved and authorized in accordance with this Agreement, applicable Mississippi law, and the City's contracting procedures.

B. Changes to Portal; Suspension. Comcast may change, modify, or alter at any time the information or functionality to which Customer will have access through a portal. Comcast may immediately suspend Customer's access to a portal in its sole discretion, including without limitation, to address an emergency or threat to the security or integrity of Comcast's equipment, information, systems, or personnel. Except where immediate suspension is necessary to prevent imminent harm to the Network or comply with law, Comcast shall first provide written notice and a reasonable opportunity to cure.

C. Customer Responsibility. Customer shall be responsible for the security, confidentiality, and use of Customer's username, password, and other credential data associated with any Comcast provided portals. Customer understands that Customer shall be solely responsible for all information or orders (which shall include the submission of trouble tickets) electronically transmitted or use of any data, information, or Services obtained using Customer's username, password, and other credential data. Customer is solely responsible for the acts and omissions of all of its portal users and for promptly updating or revoking access when roles change. Customer must immediately notify Comcast if a user needs to be removed from a portal.

D. Restrictions on Use; Disclaimer. Customer agrees not to use a portal except as authorized, and not to make the portal available to any third parties. Customer agrees that its use of a portals shall be consistent with the Agreement. Customer shall immediately notify Comcast if there is any unauthorized use of Customer's account passwords and other security data or any use inconsistent with the terms of the Agreement. Comcast is not responsible for any information provided by Customer to third parties and Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services. Solely

to the extent permitted under Mississippi law, COMCAST SHALL NOT BE RESPONSIBLE OR OBLIGATED FOR ANY COSTS, FEES, EXPENSES OR LIABILITIES ACCRUING AS A RESULT OF ANY UNAUTHORIZED USE OF THE PORTALS, CUSTOMER'S ACCOUNT, PASSWORD(S), OR OTHER CREDENTIAL DATA, except to the extent such unauthorized use results from Comcast's negligence, willful misconduct, or failure to comply with its obligations under this Agreement.

Exhibit B

PRODUCT-SPECIFIC ATTACHMENT - DEDICATED INTERNET SERVICES

The following additional terms and conditions are applicable to Sales Orders for Comcast's Dedicated Internet Service and Off-Net Dedicated Internet Access,

For avoidance of doubt, the Services currently procured under Exhibit D (i) constitute Comcast On-net Dedicated Internet Service, (ii) do not include Off-Net Dedicated Internet Access or Wireless Connect for Dedicated Internet, and (iii) provisions of this Exhibit B applicable solely to Off-Net Dedicated Internet Access or Wireless Connect for Dedicated Internet shall not apply unless such services are subsequently approved and ordered by the City through a written amendment executed in accordance with the Agreement.

Notwithstanding anything to the contrary contained in this Exhibit B, this Exhibit B is subject in all respects to the Cover Page, Exhibit A, Exhibit A-1, and applicable Mississippi law, and nothing herein shall impose upon the City any charge, cost, expense, waiver, limitation of right or remedy, or other obligation inconsistent therewith or not approved in accordance with applicable Mississippi law and the City's contracting procedures.

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Comcast Terms and Conditions attached to the Agreement as Exhibit A-1

"**Comcast Switch**" means Comcast's ethernet terminating device located at a Service Location and used for provisioning its services and the delivery of the UNI (as defined in Schedule A-1). The Comcast Switch constitutes Comcast Equipment.

"**Customer Switch or Router**" means the switch or router installed at the Service Location and used to connect to the UNI. The Customer Switch or Router may be Comcast Equipment or Customer-Provided Equipment.

"**Estimated Availability Date**" means the target date for delivery of Service.

"**Off-Net**" means geographical locations that are outside of Comcast's service area and/or geographical locations that are within Comcast's service area generally but are not readily accessible by Comcast Network facilities. All Off-Net Services are provided by third-party service providers.

"**On-Net**" means geographical locations where Comcast currently provides Services through its Comcast Network.

ARTICLE 1. SERVICES

This attachment shall apply to Dedicated Internet Service, Off-Net Dedicated Internet Access, and Wireless Connect for Dedicated Internet. A further description of the Services are set forth in **Schedule A-1** hereto which is incorporated herein by reference. Wireless Connect for Dedicated Internet is not offered as a standalone service and is available only with Dedicated Internet as set forth herein. The Service shall not be used to support any PSAP engineering, including, but not limited to, as part of a state or local 911 network or transport to connect to a 911 network.

ARTICLE 2. RESERVED

ARTICLE 3. RESERVED

ARTICLE 4. PROVISIONING INTERVAL

Following its acceptance of a Sales Order, Comcast shall notify Customer of the Estimated Availability Date applicable to that Sales Order. Comcast shall use commercially reasonable efforts to provision the Service on or before the Estimated Availability Date; provided, however, that Comcast's failure to provision by said date shall not constitute a breach of the Agreement. Notwithstanding the foregoing, (1) if Comcast and Customer agree, in writing, to a firm commitment date for a Service, Comcast shall be obligated to deliver such Service by such date, subject to (i) force majeure events and (ii) delays caused by the Customer and/or its agents and representatives and (2) Comcast and Customer have agreed to a firm commitment date of October 1, 2026, for the Services identified in the Sales Order attached to the Agreement as Exhibit D. For avoidance of doubt, notwithstanding the Service Commencement Date provisions of Exhibit B or Exhibit A-1, the Service Term for the Services identified in Exhibit D shall not extend beyond September 30, 2029 absent a written amendment approved and executed by the parties.

ARTICLE 5. SERVICE COMMENCEMENT DATE

Comcast shall inform Customer when Service is available and performing in accordance with the "Technical Specifications" set forth in Schedule A-1 hereto ("Availability Notification"). Unless otherwise agreed to by the parties in writing, charges for Service shall begin to accrue as of the Service Commencement Date. The Service Commencement Date shall be earliest of: (A) the date on which Customer confirms receipt of and concurrence with the Availability Notification; (B) five (5) business days following the date of the Availability Notification, if Customer fails to notify Comcast that the Service does not comply materially with

the Technical Specifications (defined in Article 8); or (C) the date on which Customer first uses the Service. Notwithstanding the foregoing, with respect to the Services identified in the Sales Order attached to the Agreement as Exhibit D, Customer shall have no obligation to pay for charges with respect to such Services before October 1, 2026.

ARTICLE 6. OFF NET SERVICES

If Customer is receiving Off- Net Services, Comcast shall, in its sole discretion, have the ability to (i) provide On-Net Services in lieu of such Off-Net Services and/or (ii) substitute the current Off-Net Services provider for an alternate Off-Net Services provider, each, at no additional cost to Customer; provided, however, that Comcast shall not make any changes to Customer's Off-Net Services provider that could, in Comcast's reasonable opinion, impair Customer's specific network design or provider attributes (e.g. diversity). Comcast and Customer shall coordinate to find a mutually agreeable time to conduct any such changes.

ARTICLE 7. ADDITIONAL INFORMATION

As necessary for the interconnection of the Service with Customer's intended destination, Customer's equipment, or services provided by third parties, Comcast may request (as applicable), and Customer will provide to Comcast, circuit facility assignment information, the service key, firm order commitment information, and design layout records necessary to enable Comcast to make the necessary cross-connection between the Service and Customer equipment or Customer's other service provider(s). Notwithstanding any Service Level Agreement or similar commitment applicable to the underlying Service, the cross-connect itself shall not be eligible for any service level credits or remedies.

ARTICLE 8. TECHNICAL SPECIFICATIONS; SERVICE LEVEL AGREEMENT

The technical specifications applicable to the Service are set forth in Schedule A-1 hereto ("Technical Specifications"). The service level agreement applicable to the Service is set forth in a Schedule A-2 hereto and incorporated herein by reference

ARTICLE 9. NETWORK GROOMING AND TRANSPORT CHANGES

Comcast may perform grooming to optimize network performance or to enable Customer's requested service tier, including transitioning a Service's transport from HFC to Fiber, provided the Service remains with substantially equivalent or improved technical specifications. Any Service Interruption due to such grooming will be treated as Scheduled Maintenance under Schedule A 1, Section 8.B(ii), and not as an unplanned Service Interruption under Schedule A 2. A change in transport associated with grooming initiated by Comcast may result in a new circuit identifier and/or physical demarcation change; such changes will not reset or shorten the then current Service Term, and will not increase the Customer's MRC for the impacted Service unless Customer separately orders a higher CIR or UNI.

COMCAST ENTERPRISE SERVICES PRODUCT-SPECIFIC ATTACHMENT
DEDICATED INTERNET SERVICES

SCHEDULE A-1
SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS
COMCAST DEDICATED INTERNET SERVICES, OFF-NET DEDICATED INTERNET ACCESS, AND WIRELESS CONNECT FOR DEDICATED INTERNET

Comcast's Dedicated Internet Service and Off-Net Dedicated Internet Access will be provided in accordance with the service descriptions and technical specifications set forth below:

A. Service Descriptions.

Dedicated Internet Service. Dedicated Internet provides reliable, simple, and flexible access to the Internet. The Service is offered in the Ethernet User-to-Network Interfaces ("UNI") increments identified in Figure 1 below and is available in Committed Information Rate ("CIR") speed increments starting at 1 Mbps, subject to available capacity. The Service provides an Ethernet Virtual Connection ("EVC") from the Customer Service Location to a Comcast Internet Point of Presence ("POP") router.

Off-Net Dedicated Internet Access ("Off-Net DIA"). Off-Net DIA provides reliable, simple, and flexible access to the Internet. The Service is offered in the UNI increments identified in Figure 1 below and is available in CIR speed increments starting at 1 Mbps, subject to availability. The Service provides an Internet connection from the Customer Service Location to an Off-Net Service provider POP router.

Wireless Connect for Dedicated Internet. When selected, Dedicated Internet may include Wireless Connect for Dedicated Internet, which utilizes a Comcast-supplied wireless device to provide connectivity to the Comcast network via a wireless underlay for connectivity during a Dedicated Internet wireline service outage. Wireless Connect for Dedicated Internet is available only On-Net and only with Dedicated Internet, and is not available with Ethernet Transport Services or Off-Net locations. Customer's continued use of Wireless Connect for Dedicated Internet as the primary Internet Service at the Customer Service Location when the wireline Dedicated Internet Service is available and functioning shall constitute a material breach of the Agreement.

B. Technical Specifications.

1. Ethernet User-to-Network Interface. The Service provides the bidirectional, full duplex transmission of untagged Ethernet frames using a standard IEEE 802.3 Ethernet interface (UNI) to attach to the Customer's router. Figure 1 lists the available UNI speed and their UNI Physical Interfaces, and available CIR bandwidth increments and Committed Burst Sizes (CBS). CIR increments of less than 10 Mbps are generally not available in conjunction with Off-Net Services.

UNI Speed	UNI Physical Interface
100 Mbps	100BaseT
1 Gbps	1000Base T or 1000BaseSX
10 Gbps	10GBase-SR or 10GBase-LR
100 Gbps	100GBASE-LR4

CIR Increments	CBS (bytes)
1 Mbps	25,000
10 Mbps	250,000
100 Mbps	2,500,000
1 Gbps	25,000,000
10 Gbps	25,000,000

Figure 1: Available UNI interface types and CBS values for different CIR Increments

2. Traffic Management. Comcast's network traffic-policing policies restrict traffic flow to the subscribed, CIR.

Comcast will discard non- conformant packets if (a) the Customer transmitted bandwidth rate exceeds the subscribed CIR and CBS or (b) 64 byte frames comprise more than fifty (50%) of the CIR. The Customer's router must shape traffic to the contracted CIR. Traffic management policies associated with any Off-Net portions of Service will conform to the policies enforced by the third-party service provider. Single traffic flows and encrypted tunnels cannot exceed 30 Gbps.

3. **Wireless Connection Management**. Wireless Connect for Dedicated Internet is intended to be used when the Dedicated Internet wireline connection is experiencing a service outage. If the Wireless Connect for Dedicated Internet device's Ethernet WAN port connecting to the Dedicated Internet CPE/NID device is down at layer 2 (cable unplugged), the Wireless Connect for Dedicated Internet device is not in battery backup mode, and a ping test to Internet via wireline port receives no response, Comcast may reduce Wireless Connect for Dedicated Internet speeds. Customer acknowledges and agrees that Wireless Connect for Dedicated Internet is not intended to be, and may not be used at any location other than the Service Location(s) for which Wireless Connect for Dedicated Internet was ordered, and Customer shall not move, rearrange, disconnect, remove, transport or use the Comcast Equipment (or any component thereof) provided in connection with Wireless Connect for Dedicated Internet at any location other than such Service Location(s). Customer agrees to keep the Comcast. Equipment provided in connection with Wireless Connect for Dedicated Internet plugged into a working electrical power outlet at all times. In the event that Customer unplugs the Comcast Equipment provided in connection with Wireless Connect for Dedicated Internet or loses power, Customer acknowledges and understands that Wireless Connect for Dedicated Internet will function only for as long as the external UPS or internal batteries allow.

4. **Maximum Frame Size**.

The Service supports a maximum transmission unit ("MTU") frame size of 1518 bytes including Layer 2 Ethernet header and FCS.

5. **Layer 2 Control Protocol ("L2CP") Processing**. All L2CP frames are discarded at the UNI.

6. **IP Address Allocation**. For Dedicated Internet Services, IP address space is a finite resource that is an essential requirement for all Internet access services. Comcast assigns up to two (2) routable IP addresses to each customer circuit. Customer can obtain additional IP addresses if required based on American Registry for Internet Numbers ("ARIN") guidelines and by completing an IP address request form; additional charges may apply. For Off-Net DIA, up to two (2) routable IP addressed will be assigned to each customer circuit. Additional IP addresses can be requested subject to Off-Net service provider availability; additional charges may apply.

7. **Domain Name Service**. Comcast provides primary and secondary Domain Name Service ("DNS"). DNS is the basic network service that translates host and domain names into corresponding IP addresses, and vice-versa.

8. **Border Gateway Protocol ("BGP") Routing**. Comcast supports BGP-4 routing ("BGP-4") as an optional service feature. BGP-4 allows Customers to efficiently multi-home across multiple ISP networks. This optional service feature requires an Autonomous System Number (ASN) be assigned to a customer by the ARIN. Customers should also be proficient in BGP routing protocol to provision and maintain this optional service feature on their router. Additional information and requirements for BGP routing will be provided to the Customer upon request. Comcast supports private peering if the Customer is multi-homed only to Comcast's network. BGP routing for Off-Net DIA services is subject to Off-Net service provider terms & policies.

9. **Monitoring, Technical Support and Maintenance**

A. **Network Monitoring**. Comcast monitors On-Net Service on a 24x7x365 basis.

B. **Technical Support**. Comcast provides a toll-free trouble reporting telephone number to the Comcast Business Services Network Operations Center that operates on a 24x7x365 basis. Comcast provides technical support for Service-related inquiries. The Comcast Business Services Network Operations Center will not offer consulting or advice on issues relating to CPE or other equipment not provided by Comcast.

i. **Escalation**. Reported troubles are escalated within the Comcast Business Services Network Operations Center to meet the response/restoration objectives described below (Response and Restoration Standards). Service issues are escalated within the Comcast Business Services Network Operations Center as follows: to a Supervisor at the end of the applicable objective time interval plus one (1) hour; to a Manager at the end of the applicable objective time interval plus two (2) hours, and to a Director at the end of the applicable objective time interval plus four (4) hours.

ii. **Maintenance**. Comcast's standard maintenance window for On-Net Services is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance for On-Net Services is performed during the maintenance window and will be coordinated between Comcast and the Customer. The scheduled maintenance date will be determined by Comcast in its sole discretion, provided, that Comcast provides a minimum of seven (7) days' notice for On-Net Service impacting planned maintenance. Emergency maintenance is performed as needed without advance notice to Customer. Maintenance for Off-Net Services shall be performed in accordance with the applicable third party service provider rules. Therefore, maintenance for Off-Net Service may be performed without advance notice to Customer.

C. Transport and Circuit Updates. Following completion of a grooming event that changes transport and/or circuit identifiers, Comcast will provide Customer the updated circuit ID(s) and demarcation details. Where practicable, Comcast will maintain existing IP addressing; however, Comcast may reassign IP addressing consistent with ARIN guidelines and Comcast policy where required by network design, with reasonable advance notice.

C. **Comcast Equipment**. Comcast provides certain Comcast Equipment for provisioning its Services and the delivery of the UNI, which will reside on the Customer-side of the Demarcation Point. Comcast will retain ownership and management responsibility for this Comcast Equipment. This Comcast Equipment must only be used for receipt of the Services. Customers are required to shape their egress traffic to the Committed Information Rate (CIR) identified in the Sales Order. Comcast will be excused from paying SLA credits, as set forth in Schedule A-2, if the Service Interruption is the result of Customer's failure to shape their traffic to the contracted CIR or utilizing Comcast Equipment for non- Comcast provided Services.

1. Response and Restoration Standards

Comcast has the following response and restoration objectives:

CATEGORY	OBJECTIVE	MEASUREMENT	REMEDIES
Mean Time to Respond Telephonically to Call	15 minutes	Averaged over one Month	Escalation (see above)
Mean Time to Restore On-Net Comcast Equipment	4 hours	Averaged over one Month	Escalation (see above)
Mean Time to Restore Off-Net Equipment	4 hours	Averaged over one Month	Escalation (see above)
Mean Time to Restore On-Net Services	6 hours	Averaged over one Month	Escalation (see above)
Mean Time to Restore Off-Net Services	6 hours	Averaged over one Month	Escalation (see above)

Customer shall bear any expense incurred, *e.g.*, dispatch/labor costs, where a Service Interruption is found to be the fault of Customer, its end users, agents, representatives or third-party suppliers.

D. Customer Responsibilities

Comcast will retain ownership and management responsibility for the Comcast Switch. As a result, the Comcast Switch must be used only for delivering Comcast Services. Customer is responsible for providing the Customer Switch or Router to connect to the UNI. To ensure proper performance, Customer is required to shape its egress traffic to the contracted CIR.

Customers have the following responsibilities related to the installation, support, and maintenance of the Service:

- Provide an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit. Humidity shall not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit.
- Provide secure space sufficient for access to one (1) standard, freestanding, equipment cabinet at each of the Service Locations, no further than fifty (50) feet from the Customer Switch or Router interface.
- Provide outside cable entry conduit(s), entry cable ground point, and internal building conduit to allow Comcast the ability to rod/rope a fiber optic cable to the Demarcation Point.

- Locate and mark all private underground utilities (water, electric, etc.) along path of new underground placement not covered by utility companies.
- Provide a pull rope in any existing duct that Comcast is to use and ensure existing duct is serviceable for Comcast use.
- Coring of the Service Location's outside wall and internal walls. Upon request, Comcast can perform this activity on an "as needed" basis for an additional fee.
- Provide backup battery power equipment.
- Emergency local generator backup service, if applicable.
- Provide access to the buildings and Demarcation Point at each Service Location to allow Comcast and its approved contractors to install the Service and for regular (8am - 5pm) and emergency (24 hour) service and maintenance of Comcast's equipment and facilities.
- Provide, install and maintain a device that is capable of interconnecting network traffic between the Service and the Customer's LAN.
- Customer must provide a point of contact ("**POC**") for installation, service activation and any maintenance activities
- Customer shall not move, disconnect, remove or otherwise tamper with any Comcast Equipment

COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
DEDICATED INTERNET SERVICES

SCHEDULE A-2
SERVICE LEVEL AGREEMENT

Comcast's Dedicated Internet Service and Off-Net Dedicated Internet Access are backed by the following Service Level Agreement ("SLA"). For avoidance of doubt, the SLA described herein applies to the wireline Dedicated Internet Service and Off-Net Dedicated Internet Access portion only and no separate or combined service level agreement or availability commitment applies to any Wireless Connect for Dedicated Internet wireless underlay. Customer shall remain eligible for applicable SLA credits for any interruption to the wireline Dedicated Internet Service or Off-Net Dedicated Internet Access, regardless of whether Wireless Connect for Dedicated Internet is utilized as a backup service during such interruption. No credits shall be provided for any interruption or unavailability of Wireless Connect for Dedicated Internet, including in the event both the wireline Dedicated Internet Service (or Off-Net Dedicated Internet Access, as applicable) and Wireless Connect for Dedicated Internet are simultaneously unavailable.

A. Definitions

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Dedicated Internet Services PSA or the General Terms and Conditions.

"**Planned Service Interruption**" means any Service Interruption caused by planned work such as scheduled maintenance or planned enhancements or upgrades to the network and includes scheduled network grooming that transitions transport from HFC to Fiber where Comcast has provided the advance notice required by Schedule A-1, Section 8.B(ii).

"**Service Interruption**" means an interruption in transmission that renders the Service unusable due to a total loss of signal for the Service. The Service shall be "Available" in the absence of a Service Interruption.

B. Service Level Agreements

Comcast's liability, and Customer's sole remedy for Service Interruptions, and errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, "Liability"), shall be limited to the amounts set forth in the Table below with the stated percentages to be applied against the MRC (as defined below) associated with the impacted portion of the Service set forth in the Sales Order ("Availability Credit"). For the purposes of calculating credit for a Service Interruption, the "Length of Service Interruption" begins when the Customer reports such Service Interruption and a trouble ticket is opened, and concludes upon the closing of the same trouble ticket or, if sooner, the termination of the Service Interruption less any time Comcast is awaiting additional information or premises testing from the Customer. In no event shall the total amount of Availability Credit issued to Customer's account on a per-month basis exceed 50% of the total monthly recurring charge ("MRC") associated with the impacted portion of the Service set forth in the Sales Order. The Length of Service Interruptions for separately occurring Service Interruptions will not be aggregated for purposes of determining Availability Credit allowances. To qualify, Customer must request the Availability Credit from Comcast within thirty (30) days of the beginning of the Service Interruption. Comcast shall not incur any Liability, including Availability Credit, for any failure of the Services caused by force majeure events, Planned Service Interruptions, Customer actions, omission or equipment, CPE, or any other items set forth in the "Exceptions to Credit Allowances" section below.

Subject to the Cover Page, Exhibits A and A-1, and applicable Mississippi law, the SLA credits set forth herein shall constitute Customer's sole contractual service-level credit for a qualifying Service Interruption; provided, however, that nothing herein shall waive, limit, or impair any other right, remedy, cause of action, or damages available to the City under the Agreement or applicable Mississippi law, including with respect to Comcast's breach, negligence, or willful misconduct.

TABLE 1: Availability SLA (99.99% Availability)

Length of Service Interruption:	**Amount of Credit:**
Less than 4 minutes	None
At least 4 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC

At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

THE TOTAL CREDIT ALLOWANCES PER CALENDAR MONTH IS CAPPED AT 50% of THAT MONTH'S MRC FOR THE INTERRUPTED PORTIONS OF SERVICE. SEPARATELY OCCURRING SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.

C. Exceptions and Terms Applicable to All SLAs

Emergency Blocking

The parties agree that if either party hereto, in its reasonable and sole discretion, determines that an emergency action is necessary to protect its own network, the party may, after engaging in reasonable and good faith efforts to notify the other party of the need to block, block any transmission path over its network by the other party where transmissions do not meet material standard industry requirements. The parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no party will have any obligation to the other party for any claim, judgment or liability resulting from such blockage subject to the Agreement and applicable Mississippi law, and except to the extent any claim or liability results from the blocking party's negligence, willful misconduct, or breach of the Agreement.

Remedy Processes

All claims and rights arising under this Service Level Agreement must be exercised by Customer in writing within thirty (30) days of the event that gave rise to the claim or right. The Customer must submit the following information to the Customer's Comcast account representative with any and all claims for credit allowances: (a) Organization name; (b) Customer account number; and (c) basis of credit allowance claim (including date and time, if applicable). Comcast will acknowledge and review all claims promptly and will inform the Customer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection. The foregoing thirty (30) day requirement applies solely to requests for SLA service credits and shall not limit any other claim, right, or remedy available under the Agreement or applicable law.

Exceptions to Credit Allowances

A Service Interruption shall not qualify for the remedies set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Customer's users, third-party network providers, any power, equipment or services provided by third parties; or an event of force majeure as defined in the Agreement.

Exhibit C

Comcast Acceptable Use Policy (AUP)

Notwithstanding anything to the contrary contained herein, the AUP is subject to applicable law (including Mississippi law). In the event of a conflict between this AUP and applicable law, applicable law shall control. In the event of any conflict or inconsistency between this AUP and the Agreement, including the City Terms and Conditions, the Agreement shall control.

This Acceptable Use Policy (this "Policy") applies to all users of Comcast Business services that state that this Policy applies under their applicable terms (collectively, the "Services"), whether under the Comcast Business or other brand, including but not limited to Comcast Business connectivity or internet services (including but not limited to Comcast-provided Wi-Fi Internet service and Ethernet services) (collectively, "Internet") and Comcast Business Mobile cellular phone services ("Mobile"). This Policy explains how you may use the Services and is in addition to any other service-specific customer agreements that apply. For the avoidance of doubt, all references in this Policy to "Comcast" and "Comcast Business" refer to the subsidiary or affiliate of Comcast Cable Communications Management, LLC that provides the Services to your business, and such subsidiary or affiliate may provide the Services under the Comcast Business, Masergy, or Nitel brand. The specific entity providing Services to you is identified in your service agreement with Comcast.

Who Must Follow This Policy

Customer is responsible for compliance with this Policy by its authorized users and for use of the Services occurring through Customer's accounts or credentials to the extent within Customer's reasonable control. Customer shall not be responsible for unauthorized use resulting from Comcast's negligence, willful misconduct, security failure, or breach of the Agreement.

Commercial, Non-Residential Use Only

The Services are intended only for commercial, non-residential use. Except as expressly permitted in your service agreement with Comcast, you may not (i) resell the Services to any other person; (ii) offer, share, provide access to, sell, or resell any of the Services or otherwise make available to anyone outside your service location(s) the ability to use the Services, in whole or in part, directly or indirectly; or (iii) make the Service available to any person or third party for use within a residential unit at the service location(s) at which you receive the Services. It is not a violation of this Policy for you to make the Services available to your authorized employees, contractors or to other users (i.e., the public, customers of an establishment or hotel or motel guests and patrons) in the common or public areas of the site at which you receive the Services, so long as such use does not violate the terms and conditions of your service agreement with Comcast.

Additionally, you may not (a) use the Services in a manner that may harm the network or interfere with or impair our ability to provide Services to any other Comcast Business customer; (b) use the Services in violation of any applicable governmental law, rule, regulation, order or policy, or in a manner that violates the applicable customer agreement; or (c) use the Services for any other Prohibited Use.

Prohibited Use Examples

The following are examples of prohibited uses of the Services (each, a "Prohibited Use" and collectively, the "Prohibited Uses.")

- Conducting illegal, harmful, or infringing activities. For example, breaking or encouraging breaking the law; infringing copyrights or other intellectual property, privacy or other rights of Comcast or third parties; impersonating other persons or entities; posting, storing, sending, transmitting, disseminating, soliciting or sharing unlawful, defamatory, obscene, fraudulent, exploitative, harassing or threatening information, content, or other material that incites violence, bigotry or hatred or which a reasonable person could deem to be unlawful.
- Engaging in security violations or network interference. For example, accessing accounts or devices without permission; bypassing authentication; scanning for vulnerabilities; use of hacking tools or other tools used to compromise security; distributing malware; falsifying message headers or network references; denial-of-service or similar attacks; other activities that diminish the use or enjoyment of the Services by others.
- Sending or facilitating unsolicited, bulk, deceptive, or automated communications. For example, spam emails or messages; the use of auto-dialers or making robocalls; "blast" messaging; falsified headers or sender information; phishing or other fraudulent schemes; harvesting addresses or identifiers without consent; or engaging in impersonation, phishing, or signature forgery.
- Misusing voice (including Mobile) Services. For example, operating call centers in violation of applicable law; telemarketing (including for charitable, political, or polling solicitation), advertising or commercial solicitation to a person in violation of applicable law; extensive call forwarding; hosting a conference line service for purchase by third parties; transmitting or receiving of communications through products or technologies not intended for the kind of communication; transmitting or receiving broadcasts over teleconferencing facilities or other means; transmitting or receiving communications which do not consist of voice messages or standard voice calling involving live dialogue between individuals; making, receiving or transmitting excessive calls, messages or data; making or receiving calls of excessive duration; completing a high volume of calls terminated and re-initiated consecutively; or conducting any other unusual or atypical calling or usage patterns indicative of an attempt to evade Comcast's enforcement of this Policy.
- Misusing plans, devices, or features. For example, tethering when your plan does not allow it; using, allowing, or facilitating the use of any Services restricted by location or geography outside of the permitted location; activating devices on plans not intended for them; using static IP or non-DHCP configurations without an eligible Internet plan; transmitting traffic that degrades performance or disproportionately contributes to congestion; transmitting or receiving broadcasts, recorded materials, or other communications which do not consist of standard commercial voice or fax over voice services; physically modifying Comcast-owned hardware; engaging in activities which may generate payments to a subscriber due to their use of the Services.
- Tampering with Comcast equipment or permitting unauthorized service work.

This is not an exhaustive list of potential Prohibited Uses. Comcast may reasonably determine, consistent with this Policy, the Agreement, and applicable law, whether an activity constitutes a Prohibited Use.Intellectual Property Infringement Policy

Users of the Service and copyright owners should refer to the Comcast Digital Millennium Copyright Act (DMCA) Policy at https://www.xfinity.com/dmca to learn more about how Comcast

handles notifications of alleged copyright infringement and its repeat infringer policy, which may include suspension or termination of Services.
For avoidance of doubt, any policy referenced or linked within this AUP shall not modify the Agreement or create additional obligations, remedies, suspension rights, or termination rights applicable to the City unless expressly incorporated into the Agreement by written amendment executed by both parties.

Reporting Issues

You can report violations of this Policy at https://business.comcast.com/contact. Please include any relevant details that could assist Comcast in investigating and resolving the reported violation(s).

To report a child exploitation or another child-related incident involving the Internet, go to https://internetsecurity.xfinity.com/help/report-abuse.

Network Management and Enforcement

Comcast may, but is not required to, monitor your compliance, or the compliance of other users, with the terms and conditions of this Policy. You acknowledge and agree that Comcast shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the Services, including but not limited to content that violates the law or this Policy. Comcast's monitoring, access to, use, disclosure, blocking, or removal of Customer content or transmissions under this Policy shall remain subject to the limitations set forth in the Agreement and applicable law.
If we believe your use violates this Policy or your service agreement(s), we may take actions including:

- Temporary or permanent removal or blocking of content or transmissions;
- Filtering or blocking of calling, messaging, or data activity that violates this Policy;
- Deleting email, voicemail, and other messages or other data associated with terminated accounts.

Notwithstanding the foregoing, Comcast shall not delete Customer data in its possession or control except in accordance with the Agreement, applicable law, and applicable records-retention requirements, and shall provide the City reasonable notice and an opportunity to retrieve such data where practicable before deletion.

We prefer to notify customers and allow time to correct issues except in severe cases. Our failure to enforce this Policy at any time does not waive our rights to enforce it later. We may cooperate with law enforcement and other network or facilities providers to investigate suspected violations and to protect the network, Services, and customers. Comcast may cooperate with law enforcement authorities and other network or facilities providers as reasonably necessary to investigate suspected violations, protect the Network or Services, or comply with applicable law, subject to the confidentiality, data protection, and other requirements of the Agreement and applicable law. . Any enforcement action under this Policy shall be subject to the notice, cure, suspension, and termination provisions of the Agreement.

Global Application and Legal Compliance

This Policy applies globally. Users must comply with all laws and regulations applicable to their use of the Services., including telecommunications, data protection, consumer protection,

cybersecurity, intellectual property, anti-spam, and record-keeping laws. Users must comply with trade controls, sanctions, and export laws, including the United States, United Kingdom, European Union, and other applicable jurisdictions. Services may not be used from, by, or for the benefit of sanctioned persons or entities or embargoed destinations. Comcast reserves the right to screen transactions, block access, or suspend Services as necessary to comply with applicable sanctions and export control requirements. Where local law requires stricter standards than this Policy, all users must follow the stricter standard.

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

MSA ID#: MS-27131718-TCulb | SO ID#: MS-27131718-TCulb-Z9131995 | Account Name: City of Jackson, MS

CUSTOMER INFORMATION (for notices)

Primary Contact: Nathan Slater	Billing Account Name: City of Jackson, MS	INVOICE ADDRESS
Title: CIO	Billing Name (3rd Party Accounts):	Address 1: 353 S CONGRESS ST
Address 1: 353 S CONGRESS ST	Billing Contact: Nathan Slater	Address 2:
Address 2:	Title: CIO	City: Jackson
City: Jackson	Phone: 6019601256	State: MS
State: MS	Cell:	Zip Code: 3.,920. 1
Zip: 39201	Fax:	Tax Exempt: No
Phone: 6019601256	Email: nslater@jacksonms.gov	* If Yes, please provide and attach all applicable tax exemption certificates
Cell:		
Fax:		
Email: nslater@jacksonms.gov		

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 36

SUMMARY OF SERVICE CHARGES*

Current Monthly Recurring Charges:	$0.00
Current Trunk Services Monthly Recurring Charges:	$0.00
Total Current Monthly Recurring Charges (all Services):	**$0.00**
Change Monthly Recurring Charges:	$8,367.85
Change Trunk Services Monthly Recurring Charges:	$0.00
Change Monthly Recurring Charges (all Services):	**$8,367.85**
Total Monthly Recurring Charges:	$8,367.85
Total Trunk Services Monthly Recurring Charges:	$0.00
Total Monthly Recurring Charges (all Services):	**$8,367.85**

SUMMARY OF STANDARD INSTALLATION FEES*

Total Standard Installation Fees:	$0.00
Total Trunk Services Standard Installation Fees:	$0.00
Total Standard Installation Fees (all Services):	**$0.00**

SUMMARY OF CUSTOM INSTALLATION FEES*

Total Custom Installation Fee:	**$0.00**

SUMMARY OF MONTHLY EQUIPMENT FEES*

Current Services Equipment Fee Monthly Recurring Charges:	$0.00
Current Trunk Services Equipment Fee Monthly Recurring Charges:	$0.00
Current Equipment Fee Monthly Recurring Charges (All Services):	**$0.00**
Change Services Equipment Fee Monthly Recurring Charges:	$39.95
Change Trunk Services Equipment Fee Monthly Recurring Charges:	$0.00
Change Equipment Fee Monthly Recurring Charges (All Services):	**$39.95**
Total Service Equipment Fee Monthly Recurring Charges	$39.95
Total Trunk Service Equipment Fee Monthly Recurring Charges	$0.00
Total Equipment Fee Monthly Recurring Charges (All Services)	**$39.95**

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at http://business.comcast.com/terms-conditions-ent, (the "Agreement") . Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By purchasing Comcast voice services, you are giving Comcast Business permission to request a copy of the Customer Service Record(s) from your existing carrier(s). Customer Service Records include the telephone numbers listed on the account(s) and may also include information related to services provided by such carrier(s).

COMPANY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THIS 911 NOTICE:

Your Comcast Business Voice Services set forth in this Sales Order (the "Voice Services") have the following 911 limitations:

- In order for 911 calls to be properly directed to emergency services using the Voice Services, Customer must provide and maintain the correct service address information ("Registered Service Location") for each telephone number and extension used by Customer. The Registered Service Location should also include information such as floor and office number as appropriate.
- If the Voice Services are moved to, or used in, a different location without Customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Services (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed, may increase these risks.
- Customer is solely responsible for programming its telephone system to map each telephone number and extension to the correct location, and for updating the telephone system as necessary to reflect moves or additions of stations.
- Customer 911 calls may be sent to an emergency call center where an agent will ask for the caller's name, telephone number, and location, and then will contact the local emergency authority.
- The Voice Services use electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, fails, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.
- Calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment and/or power failure, a broadband connection failure, or another technical problem.
- Failure by Customer to make updates to the Registered Service Location, including updates to restore service address to the original Registered Service Location, or failure to allot sufficient time for the Service Location update provisioning to complete may result in emergency services being dispatched to the incorrect Service Location.
- Customers should call Comcast at 800-741-4141 if they have any questions or need to update the Registered Service Location in the E911 system.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICES.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY		COMCAST USE ONLY	
Signature:	Signature:	Sales Rep:	Kenneth Green
Name:	Name:	Sales Rep E-Mail:	Kenneth_green@comcast.com
Title:	Title:	Region:	Big South
Date:	Date:	Division:	Central

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: City of Jackson, MS **Date:** 7/2/2025

MSA ID#: MS-27131718-TCulb **SO ID#:** MS-27131718-TCulb-29131995

Short Description of Service: City of Jackson, MS IT DEPT

Service Term: 36 MONTHS

								Solution Charges	
Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	New	Add	EDI - Network Interface - 100 Gig	Port	IT DEPT 353 S Congress / 353 S		Interstate	1	$0.00	$0.00
002	New	Add	EDI - Bandwidth	40000 Mbps	IT DEPT 353 S Congress / 353 S		Interstate	1	$8,332.85	$0.00
003	New	Add	IPv4 Static Address Block /29 (6	Static IP	IT DEPT 353 S Congress / 353 S		Interstate	1	$35.00	$0.00
004									$0.00	$0.00
005									$0.00	$0.00
006									$0.00	$0.00
007									$0.00	$0.00
008									$0.00	$0.00
009									$0.00	$0.00
010									$0.00	$0.00
011									$0.00	$0.00
012									$0.00	$0.00
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026									$0.00	$0.00
027									$0.00	$0.00
028									$0.00	$0.00
029									$0.00	$0.00
030									$0.00	$0.00
031									$0.00	$0.00
032									$0.00	$0.00
033									$0.00	$0.00
034									$0.00	$0.00
035									$0.00	$0.00
036									$0.00	$0.00
037									$0.00	$0.00
038									$0.00	$0.00
039									$0.00	$0.00
040									$0.00	$0.00
041									$0.00	$0.00
042									$0.00	$0.00
043									$0.00	$0.00
044									$0.00	$0.00
045									$0.00	$0.00
046									$0.00	$0.00
047									$0.00	$0.00
048									$0.00	$0.00
049									$0.00	$0.00
050									$0.00	$0.00

Services listed on this SO are subject to the Charges are exclusive of Equipment Fees

PAGE 2 SUBTOTAL: $8,367.85 $0.00

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 7/2/2026 MSA ID#: MS-27131718-TCulb SO ID#: MS-27131718-TCulb-Z9131995 Account Name: City of Jackson, MS

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
1	T OEPT 353 S Congress	153 S CON[illegible]ESS ST		Jackson	MS	39201	$39.95	Chris Champion	(601) 960-1080	cchampion@city.jackson.ms.us	Yes
2											
3											
4											
5											
6											
7											
8											
9											
10											
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COMCAST BUSINESS ENTERPRISE SERVICES AGREEMENT

Customer Information

City of Jackson, Mississippi
Primary Contact: Nathan Slater, CIO
Vendor: Comcast Business (Vendor #66021)

Services

40 Gbps Ethernet Dedicated Internet (EDI) on 100G port with IPv4 /29 block.

Term

36 Months

Pricing

Monthly: $8,407.80 (including equipment). Installation: $0.00

Service Level Agreement (SLA)

99.99% uptime target; service credits may apply for outages; exclusions include maintenance, customer equipment, and force majeure.

Termination

30-day cure period for breach; early termination fees may apply; suspension for non-payment permitted.

Terms and Conditions

1. Payment Terms: Customer agrees to pay all invoices monthly in advance.
2. Taxes: Customer responsible for all applicable taxes and fees.
3. Service Availability: Subject to network conditions and technical limitations.
4. Force Majeure: Comcast not liable for events outside reasonable control.
5. Limitation of Liability: Comcast liability limited to fees paid under this agreement.
6. Indemnification: Each party agrees to indemnify against third-party claims arising from negligence.

7. Governing Law: Agreement governed by applicable state laws.
8. Entire Agreement: This document and MSA constitute entire agreement.
9. Amendments: Changes must be in writing and agreed by both parties.

Acceptance

Customer agrees to terms upon execution.

CITY OF JACKSON, MISSISSIPPI

TO:	Purchasing Division
FROM:	The Office of Mayor, on behalf of the Department of IT
DATE:	June 09, 2026
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 the City's monthly internet 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. The services provided are necessary to meet the City's operational needs, and Comcast Business has quoted the City of Jackson Information Technology Department services for 40 Gbps Ethernet Dedicated Internet (EDI) on 100G port with IPv4/29 block to provide internet services Citywide. They are a tier 1 provider of wide area network services. Their fiber network extend throughout the City of Jackson which makes it easier for government entities to expand their reach to all site locations and help enable City's expansion of broadband services.

Vendor Information:
• Vendor: Comcast Business 1701 JFK Boulevard, Philadelphia, PA 191023

• Description of Services: Internet services for 36 months beginning Sept 01, 2026 through August 31, 2029

• Estimated Contract Value: $8,407.80 per month, for 36 months

• Funding Source: Other Professional Service

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	Nathan Slater		6-10-26
City Attorney	Drew Martin	Drew Martin per s/ CMW.	6-10-26

Chief Financial Officer	Jillian Caldwell	Jillian Caldwell 6-10-26
Chief Administrative Officer	Pieter Teeuwiseen	6.10.26
Mayor	John Hozhn	6/11/26

Purchasing Division Use Only

☐ Documentation reviewed and approved

Reviewer: _____ **Date:** _____

☐ **Purchase order issued**

18

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE THIRD ADDENDUM TO THE AGREEMENT WITH LITECLOUD, INC. FOR ONE MONTH UNTIL OCTOBER 01, 2026, FOR THE CONTINUED USE OF THE CITY'S INTERNET SERVICES

WHEREAS, the Department of Information Technology recommends that the governing authorities authorize the Mayor to execute the attached Third Addendum with LiteCloud, Inc., which is attached hereto and fully incorporated into the minutes by reference, to extend the contract term for one (1) additional month, from September 01, 2026, through October 01, 2026, for the continued provision of internet services to the City; and,

WHEREAS, the City and LiteCloud, Inc., located at 29 W. West Street, Baltimore, Maryland 21230, entered into an Agreement for internet services on or about September 15, 2022 for a term ending September 01, 2025; and,

WHEREAS, on or about December 02, 2025, the parties entered into a First Addendum with LiteCloud, Inc. to provide continued services from September 01, 2025 through March 01, 2026; and,

WHEREAS, on February 24, 2026, the governing authorizes authorized a Second Addendum extending the term of the agreement until September 01, 2026; and,

WHEREAS, the Third Addendum will begin September 01, 2026 and end October 01, 2026; and,

WHEREAS, the monthly charges to the City is $8,225.00, and the total amount for the additional one month through October 01, 2026 shall not exceed $8,225.00; and,

WHEREAS, all terms, conditions, and covenants of the prior Agreements and Addendums shall remain in full force and effect; and,

WHEREAS, the Department anticipates that a long-term contract for internet services will become operational on October 01, 2026, and therefore recommends that the City procure LiteCloud, Inc.'s services pursuant to Section 3.4, Exception, of the City's *Personal and Professional Services Policy* (Aug. 2024). The fully executed Exception form is attached hereto and made a part of the minutes.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the Third Addendum extending the term of the Agreement with LiteCloud, Inc. for an additional one month through October 01, 2026, at a rate not to exceed $8,225.00 per month, and that payment be made consistent with this Order.

Agenda Item No. 18
8.25.2026
(Slater, Horhn)

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 THIRD ADDENDUM TO THE AGREEMENT WITH WHITECLOUD, INC. FOR ONE MONTH UNTIL OCTOBER 01, 2026, FOR THE CONTINUED USE OF SUCH SERVICES BY THE CITY'S OF SERVICES** is legally sufficient for placement in NOVUS Agenda.

8/17/26

Sondra Moncure, *Special Assistant* **Date**
Chelsea Chicosky, *Deputy City Attorney* 8/17/26

JACKSON MISSISSIPPI

Department of Information Technology

Memorandum

To:	Honorable Mayor John Horhn
From:	Nathan Slater, Director of Information Technology
Subject:	LiteCloud, an Internet service provider, to continue providing Internet service for the City of Jackson
Date:	August 14, 2026

The Department of Information Technology needs to continue receiving services from LiteCloud for internet services, for the City of Jackson. The new amendment will extend internet service for the City of Jackson for an additional one month.

The extension starts from September 1, 2026, through October 1, 2026, at a monthly cost of $8,225.00.

DS/NS

004.904.00.6419

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(SLATER, HORHN)
DATE August 14, 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE THIRD ADDENDUM TO THE AGREEMENT WITH LITECLOUD, INC. FOR SIX MONTHS UNTIL OCTOBER 01, 2026, FOR THE CONTINUED USE OF SUCH SERVICES BY THE CITY OF JACKSON**
2.	**Purpose**	The Department of Information Technology needs to continue service with LiteCloud, until a new internet provider is chosen
3.	**Who will be affected**	All Departments
4.	**Benefits**	Provide internet service for the City of Jackson
5.	**Schedule (beginning date)**	9/1/2026
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Department** ▪ **Consultant**	Department of Information Technology
8.	**COST**	$8,225.00 per month for one months
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Technology Fund Other Professional Services-004.904.00.6419
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__ NABE ____ % WAIVER yes ___ no ___ N/A __X__

Revised 2-04

THIRD ADDENDUM TO CONTRACT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND LITECLOUD, INC.

This THIRD ADDENDUM is made and entered into by and between the City of Jackson, Mississippi, acting by and through its Department of Information Technology (hereinafter referred to as "City"), with its mailing address located at 353 South Congress Street, Jackson, Mississippi 39201, and LiteCloud, Inc., located at 29 W. West Street, Baltimore, Maryland 21230.

W I T N E S S E T H:

WHEREAS, the City and LiteCloud, Inc. entered into a certain Agreement with Addendum (COJ Contract No. 2024053) to provide the City with internet access on or about September 15, 2022; and,

WHEREAS, the Agreement provided that LiteCloud, Inc. would provide internet services to the City of Jackson through October 01, 2025; and,

WHEREAS, pursuant to Section 1.2 of the September 15, 2022 Agreement, providing that services will renew for successive Renewal Terms equal in length to the Initial Term (36 months) unless and until terminated under the Agreement, the Parties executed a First Amendment, approved by the Jackson City Council on December 02, 2025, and extending the contract with LiteCloud, Inc. to provide internet services to the City of Jackson through September 01, 2026; and,

WHEREAS, the City pays $8,225.00 monthly for the internet services; and,

WHEREAS, the Parties desire to extend the term of the Third Amendment for an additional one (1) month, through October 01, 2026, to allow for continued services under the same terms and conditions, except as expressly modified herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Extension of Term.** The Contract term is hereby extended for an additional one (1) month, beginning on September 01, 2026 and ending on October 01, 2026.

2. **Effect of Amendment.** Except as expressly modified by this Third Addendum, all other terms, conditions, and covenants of the September 15, 2022 Agreement with Addendum, including the monthly payment of $8,225.00, shall remain in full force and effect and are hereby ratified and confirmed.
   The Third Addendum provides Notice required to LiteCloud to terminate the contract on October 01, 2026.

3. **City Approval.** This Third Addendum shall be subject to the review and approval of the governing authorities for the City of Jackson.

IN WITNESS WHEREOF, the parties have executed this Third Addendum as of the last party to sign.

LITECLOUD, INC:	**CITY OF JACKSON:**
By: _____	_____
_____	John Horhn, Mayor
Date: _____	Date: _____

Contract No.: CO| 2024053
Original Contract Date: 09/01/2022
Second Amendment Contract Date: 03/01/2026
Amendment No. 3 Effective Date: September 01, 2026 through October 01, 2026

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE SECOND ADDENDUM TO THE AGREEMENT WITH LITECLOUD, INC. FOR SIX MONTHS UNTIL SEPTEMBER 01, 2026, FOR THE CONTINUED USE OF SUCH SERVICES BY THE CITY OF JACKSON.

WHEREAS, the Department of Information Technology (IT) recommends that the governing authorities authorize the Mayor to execute the Second Addendum to the Contract with LiteCloud, Inc. for a term of six months for the City's internet services; and,

WHEREAS, the City and LiteCloud, Inc. entered into an Agreement to provide the City with internet access that terminated on September 01, 2025; and,

WHEREAS, the City and LiteCloud, Inc. entered into an Addendum Agreement approved by the Jackson City Council on December 02, 2025 to provide the City with internet access for an additional six (6) months. The First Addendum will terminate on March 01, 2026; and,

WHEREAS, the Department of IT recommends that the governing authorities authorize the Mayor to execute the attached Second Addendum, which is fully incorporated into the minutes by reference, that will allow the contract term to extend for an additional six months beginning on March 01, 2026 through September 01, 2026; and,

WHEREAS, the monthly charges to the City is $8,225.00, and the total amount for the additional six months through September 01, 2026 shall not exceed $49,350.00; and,

WHEREAS, all terms, conditions, and covenants of the "September 15, 2022 Agreement with Addendum" and "First Addendum to the Contract" dated December 02, 2025 shall remain in full force and effect; and,

WHEREAS, as the Department continues to research long-term contract, the City is procuring said services pursuant to Section 3.4 Exception in accordance with the City's Personal and Professional Services Policy (Aug 2024), a copy of which is attached and made a part of the minutes.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the Second Addendum extending the term of the Agreement with LiteCloud, Inc. for an additional six months through September 01, 2026, at a rate of $8,225.00 per month, and that payment be made consistent with this Order.

IT IS FURTHER ORDERED all other terms, conditions, and covenants of the September 15, 2022 Agreement with Addendum, including the monthly payment of $8,225.00, shall remain in full force and effect and are hereby ratified and confirmed.

Vice President Hartley moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Hartley, Grizzell, and Parkinson.
Nays – None.
Absent – Stokes.

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 February 24, 2026. 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.

CITY OF MADISON, MISSISSIPPI

TO: Purchasing Division
FROM: The Department of Information Technology
DATE: February 9, 2026
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 internet 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 and the services provided are necessary to meet the City's operational needs.

Vendor Information:

• Vendor: LinCloud Transport Services , Cogent Communications Affiliate, 29 W Water St, Baltimore, MD 21230.

• Description of Services: A Scope of Services and list of Deliverables is in the attached supporting documentation.

• Contract Contract Value: $49,350.00 for a 6-month term, after which Department of Information Technology will enter a new contract with Comcast.

• 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	Nathan Shirk, Information Technology		
City Attorney	Dave Morris		2/9/26

Chief Financial Officer	Jillian Caldwell		02/11/2026
Chief Administrative Officer	Peter Touchstone		2-12-
Mayor	John Hosko		

Purchasing Division Use Only

☐ Documentation reviewed and approved

Reviewed: _____ Date: _____

☐ Purchase authorized

Memorandum

Date: February 9, 2026

From: Nathan Shaw

I am requesting approval for an exception to standard procurement/contracting policies to enter into a six-month service agreement with LinCloud.

While we typically look for long-term agreements, this short-term contract is the best option for the Department of Information Technology at this time because it allows for immediate, necessary services while providing flexibility to transition to Comcast for bundled, long-term internet and fiber repair services.

Justification for Exception:

- **Strategic Flexibility:** A six-month term (from March 1, 2026, to September 1, 2026) with LinCloud prevents us from being locked into a long-term contract, allowing us to pivot to a comprehensive Comcast solution.
- **Operational Continuity:** LinCloud offers the necessary internet service, ensuring no gap in operations while we prepare the migration to Comcast.
- **Future Funding:** This temporary setup facilitates a future shift to a more robust, combined internet and fiber repair package.

I recommend approving this short-term exception to ensure continuity while aligning our long-term vendor strategy with Comcast.

DS/NS

004.904.6419

FIRST ADDENDUM TO CONTRACT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND LITECLOUD, INC.

This Amendment is made and entered into by and between the City of Jackson, Mississippi, acting by and through its Department of Information Technology (hereinafter referred to as "City"), with its mailing address located at 263 South Congress Street, Jackson, Mississippi 39201, and LinCloud, Inc., located at 39 W. West Street, Baltimore, Maryland 21230.

WITNESSETH:

WHEREAS, the City and LinCloud, Inc. entered into a certain Agreement with Addendum (COJ Contract No. 22MAR), to provide the City with internet access, on or about September 15, 2022; and,

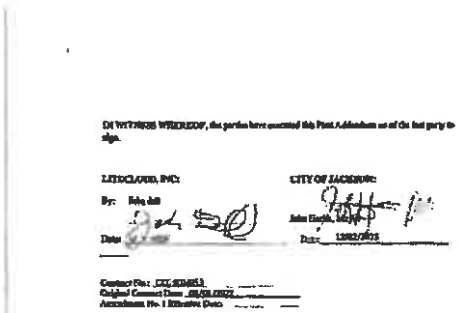
WHEREAS, the Agreement provided that LinCloud, Inc. would provide internet services to the City of Jackson through September 01, 2025; and,

WHEREAS, Section 1.3 of the September 15, 2022 Agreement provide that services will renew for successive Renewal Terms equal in length to the Initial Term (36 months) unless and until terminated under the Agreement; and,

WHEREAS, the Parties desire to amend the term of the Contract to allow for continued services under the same terms and conditions, except as expressly modified herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Extension of Term.** The Contract term is hereby extended for an additional six (6) months, beginning on 09/1/2025 and ending on 03/01/2026.
2. **Effect of Amendment.** Except as expressly modified by this Amendment, all other terms, conditions, covenants, and provisions of the original Contract shall remain in full force and effect and are hereby ratified and confirmed.
3. **City Approval.** This First Addendum shall be subject to the review and approval of the governing authorities for the City of Jackson
4. **Ratification.** Except as expressly modified by this First Addendum, all other terms, conditions, and covenants of the September 15, 2022 Agreement with Addendum shall remain in full force and effect and are hereby ratified and confirmed by the parties.



Vice President Hartley moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Hartley, Grizzell, and Parkinson.
Nays – None.
Absent – Stokes.

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 February 24, 2026. 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.

SECOND ADDENDUM TO CONTRACT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND LITECLOUD, INC.

This SECOND ADDENDUM is made and entered into by and between the City of Jackson, Mississippi, acting by and through its Department of Information Technology (hereinafter referred to as "City"), with its mailing address located at 353 South Congress Street, Jackson, Mississippi 39201, and LiteCloud, Inc., located at 29 W. West Street, Baltimore, Maryland 21230.

W I T N E S S E T H:

WHEREAS, the City and LiteCloud, Inc. entered into a certain Agreement with Addendum (COJ Contract No. 2024053) to provide the City with internet access on or about September 15, 2022; and,

WHEREAS, the Agreement provided that LiteCloud, Inc. would provide internet services to the City of Jackson through September 01, 2025; and,

WHEREAS, pursuant to Section 1.2 of the September 15, 2022 Agreement, providing that services will renew for successive Renewal Terms equal in length to the Initial Term (36 months) unless and until terminated under the Agreement, the Parties executed a First Amendment, approved by the Jackson City Council on December 02, 2025, ratifying the payment to LiteCloud, Inc. and extending the contract with LiteCloud, Inc. to provide internet services to the City of Jackson through March 01, 2026; and,

WHEREAS, the City pays $8,225.00 monthly for internet services; and,

WHEREAS, the Parties desire to extend the term of the First Amendment for an additional six (6) months, through September 01, 2026, to allow for continued services under the same terms and conditions, except as expressly modified herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **the Parties agree as follows:**

1. **Extension of Term.** The Contract term is hereby extended for an additional six (6) months, beginning on March 01, 2026 and ending on September 01, 2026.

2. **Effect of Amendment.** Except as expressly modified by this Second Addendum, all other terms, conditions, and covenants of the September 15, 2022 Agreement with Addendum, including the monthly payment of $8,225.00, shall remain in full force and effect and are hereby ratified and confirmed.

3. **City Approval.** This Second Addendum shall be subject to the review and approval of the governing authorities for the City of Jackson.

IN WITNESS WHEREOF, the parties have executed this Second Addendum as of the last party to sign.

LITECLOUD, INC:

By: Jake Dell

GM

Date: 1.28.2026

CITY OF JACKSON:

John Horhn, Mayor

Date: 2/25/26

Contract No.: COJ 2024053
Original Contract Date: 09/01/2022
First Amendment Contract Date: 09/01/2025
Amendment No. 2 Effective Date: 03/01/2026

FIRST ADDENDUM TO CONTRACT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND LITECLOUD, INC.

This Amendment is made and entered into by and between the City of Jackson, Mississippi, acting by and through its Department of Information Technology (hereinafter referred to as "City"), with its mailing address located at 353 South Congress Street, Jackson, Mississippi 39201, and LiteCloud, Inc., located at 29 W. West Street, Baltimore, Maryland 21230.

W I T N E S S E T H:

WHEREAS, the City and LiteCloud, Inc. entered into a certain Agreement with Addendum (COJ Contract No. 2024053), to provide the City with internet access, on or about September 15, 2022; and,

WHEREAS, the Agreement provided that LiteCloud, Inc. would provide internet services to the City of Jackson through September 01, 2025; and,

WHEREAS, Section 1.2 of the September 15, 2022 Agreement provides that services will renew for successive Renewal Terms equal in length to the Initial Term (36 months) unless and until terminated under the Agreement; and,

WHEREAS, the Parties desire to extend the term of the Contract to allow for continued services under the same terms and conditions, except as expressly modified herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **Parties agree as follows:**

1. **Extension of Term.** The Contract term is hereby extended for an additional six (6) months, beginning on 09/1/2025 and ending on 03/01/2026.

2. **Effect of Amendment.** Except as expressly modified by this Amendment, all other terms, conditions, covenants, and provisions of the original Contract shall remain in full force and effect and are hereby ratified and confirmed.

3. **City Approval.** This First Addendum shall be subject to the review and approval of the governing authorities for the City of Jackson

4. **Ratification.** Except as expressly modified by this First Addendum, all other terms, conditions, and covenants of the September 15, 2022 Agreement with Addendum shall remain in full force and effect and are hereby ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties have executed this First Addendum as of the last party to sign.

LITECLOUD, INC:

By: Jake dell

Date: 11.21.2025

CITY OF JACKSON:

John Horan, Mayor

Date: 12/02/2025

Contract No.: CQ| 2024053

Original Contract Date: 09/01/2022

Amendment No. 1 Effective Date: _____

19

ORDER AUTHORIZING THE MAYOR TO EXECUTE A THIRD -PARTY ADMINISTRATOR AND SPONSORSHIP AGREEMENT WITH MISSISSIPPI HOUSING PARTNERSHIP TO PROVIDE SERVICES RELATED TO THE IMPLEMENTATION OF A TENANT BASED RENTAL ASSISTANCE (TBRA) PROGRAM USING THE CITY'S HOME-ARP ALLOCATION FOR A TERM OF TWO YEARS AT A COST OF $220,000.00

WHEREAS, in September 2021, the City of Jackson received notice that it had been awarded monies pursuant to the HOME American Rescue Plan (HOME ARP) for the purpose of reducing homelessness and increasing housing stability; and

WHEREAS, the Department of Planning and Development is recommending that the allocation awarded to the City of Jackson be used to provide tenant based rental assistance for the qualifying population; and

WHEREAS, the Department of Planning and Development also recommends that a third party administrator and sponsor be used for implementation of the TBRA; and

WHEREAS, the Mississippi Housing Partnership is a qualified non-profit agency capable of providing the services needed for implementation of the TBRA program; and

WHEREAS, the term of the agreement with Mississippi Housing Partnership is for a period of two (2) years; and

WHEREAS, the compensation for Mississippi Housing Partnership's services during the term will be $220,000.00 payment in twenty four (24) monthly installments of $9,166.66 cents; and

WHEREAS, the source of the compensation contemplated to be paid to Mississippi Housing Partnership for services is from the HOME ARP allocation awarded to the City of Jackson; and

WHEREAS, other essential terms of the agreement with Mississippi Housing Partnership have been reduced to writing and are set forth in the contract which accompanies this order and are incorporated by reference as if fully reprinted; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the Mayor to execute the contract with Mississippi Housing Partnership.

IT IS THEREFORE ORDERED that the mayor shall be authorized to execute the Third-Party Administrator and Sponsorship Agreement referenced in this order.

IT IS THEREFORE ORDERED that the Third-Party Administrator and Sponsorship Agreement which accompanied this order shall be inserted into the minutes along with this order.

IT IS THEREFORE ORDERED that monies paid to Mississippi Housing Partnership for the services to be provided shall not exceed $220,000.00.

Agenda Item No. 19
8.25.2026
(Brown, Horhn)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A THIRD-PARTY ADMINISTRATOR AND SPONSORSHIP AGREEMENT WITH MISSISSIPPI HOUSING PARTNERSHIP TO PROVIDE SERVICES RELATED TO THE IMPLEMENTATION OF A TENANT BASED RENTAL ASSISTANCE PROGRAM USING THE CITY'S HOME-ARP ALLOCATION FOR A TERM OF TWO YEARS AT A COST OF $220,000.00** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure 8/18/26

Sondra Moncure, *Special Assistant* **Date**

Carrie Johnson, *Senior Deputy City Attorney*

HOME American Rescue Plan (ARP) THIRD PARTY ADMINISTRATOR And SPONSORSHIP AGREEMENT WITH MISSISSIPPI HOUSING PARTNERSHIP

This Third-Party Administration and Sponsorship Agreement is being entered into between the *City of Jackson, Mississippi*, a municipality organized and existing under the laws of the State of Mississippi and *Mississippi Housing Partnership,* a non-profit organization organized and existing in the State of Mississippi.

WITNESSETH:

WHEREAS, on September 21, 2021, the United States Department of Housing and Urban Development provided notice to the City of Jackson that it was being awarded HOME American Rescue Plan (ARP) to provide housing, shelter, and services to those experiencing homelessness and vulnerable populations; and

WHEREAS, the City of Jackson has chosen to use a substantial portion of the HOME ARP funds awarded to implement a *Tenant Based Rental Assistance* (TBRA) Program known as the *Solid Ground Housing Initiative* with the goal of reducing the number of homeless encampments; and

WHEREAS, the City of Jackson, hereafter referred to as *City* believes that the services of a third-party administrator will enable it to implement an effective *TBRA* Program; and

WHEREAS, Mississippi Housing Partnership is a Mississippi non-profit entity created on November 27, 1991 and remains in good standing; and

WHEREAS, Mississippi Housing Partnership stated mission is to provide safe, decent, and affordable housing for low to moderate income residents; and

WHEREAS, the City of Jackson believes that the stated mission of Mississippi Housing Partnership is compatible with the *TBRA* Program it desires to implement; and

WHEREAS, the Mississippi Housing Partnership, hereafter referred to as *TPA*, has stated that it has the capacity and is amenable to serving as the third -party administrator for the *TBRA* Program

NOW, THEREFORE, in consideration of the following mutual promises, the covenants, and conditions herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated herein as though set forth in their entirety.

2. Term. The term of this agreement will commence on the date that the mayor of the City of Jackson executes the contract and continue for a period of two (2) years or the latest date in which funds provided for the administration of the HOME ARP funds have been exhausted.

3. Scope of Services. The TPA will provide the following services related to the TBRA Program:

(a) Receive applications for TBRA and ensure that applicants are eligible and meet any and all criteria established by the United States Department of Housing and Urban Development (HUD) for receipt of TBRA assistance. Tenant selection must be in accordance with Section IV.C of HUD Notice CPD-21-10 issued on September 13, 2021.

(b) Provide the directly timely payment of *rental security deposits* and *rent* to landlords and the direct payment of utility deposits to utility providers in accordance with the terms of a written lease executed between the landlord and the eligible tenant. TBRA funds may only be paid for members of qualifying populations established by HUD.

(c) Provide written notice to the City of Jackson of applications which are rejected and the grounds for the rejection.

(d) Ensure that TBRA is paid only for units leased and located within the City of Jackson, Mississippi.

(e) Maintain records of all *security deposits, utility deposts, and rent* paid for the benefit of an eligible tenant.

(f) Ensure that the maximum term of TBRA does not exceed a period of twelve (12) months, and that monthly rental assistance provided for eligible applicants is in accordance with the rent limits published by HUD which became effective June 1, 2026. The rent limit document is attached as Exhibit B to this agreement.. For purposes of this provision, the payment of rental security deposits and utility deposits is not considered to *monthly rental assistance.*

(h) Remit rental security deposits in accordance with the terms of leases executed by tenant and landlord. The maximum rental security deposit paid must be reasonable and conform to the regulations established by HUD concerning HOME ARP funds.

(i) Remit security deposits for utilities for light, gas, and water services. A utility deposit may only be paid for premises which are being leased to a member of the qualifying population and for which a lease has been approved.

(j) Ensure compliance with all provisions of HUD CPD-21-10.

(k) Ensure that it has adequate measures in place to protect the personal identifying information including but not limited to dates of birth and social security numbers for tenants and applicants.

(l) Provide a monthly report to the City of Jackson on the monies paid for eligible participants by category: rental deposit, utility, deposit, and rent. The report shall include the name of the tenant, address of the unit, and identity of the landlord.

(m) Use the rental standard established by 24 CFR Part 982 which is the same standard applicable for the Section 8 Housing Choice Voucher Program in accordance with 24 CFR 92.209(h)(3).

(n)Ensure that units are inspected and approve units to be leased for compliance with the housing quality standards set forth in 24CFR 982.401 or successor inspection standards which may be issued by HUD. Eligible tenants shall not be charged the cost of the inspections. The City of Jackson will provide personnel for the inspection of units when notified by the TPA that a unit requires inspection.

(o) Communicate with landlords and tenants on issues related to the payment of rental obligations.

(p) Ensure that the terms of the lease between the tenant and the landlord do not contain prohibited terms specified.

(q) Maintain all HOME ARP funds disbursed separate and apart from other funds which may be received so that receipts and disbursements may readily be tracked. It is the intent of this requirement to avoid the commingling of HOME ARP funds with monies from other sources that are not HOME ARP and avoid compliance issues related to the spending of HOME ARP monies for only eligible expenses.

4. Budget. The current budget for the payment of rental security deposits, rent, utility deposits, and inspection of units leased to tenants for the TBRA program is $$2,205,000.00. The source of this funding is HOME ARP monies awarded by HUD. The City of Jackson will provide the TPA with two (2) equal disbursements The first disbursement will be tendered within thirty (30) days of the execution of the agreement. The last disbursement will be provided after the TPA provides notice to the City that it has exhausted the first disbursement and furnishes a report regarding the use of the first disbursement. The TPA will deposit the disbursements referenced in an FDIC insured account at a banking or financial institution which does not hold any of its current deposits so that transactions related to the expenditure of the disbursements may be tracked with ease.

5. TPA Compensation . The City of Jackson will pay the TPA a maximum of $220,000.00 the services described which will be paid in twenty four (24) monthly installments of $9,166.66 upon submission of an invoice and documentation showing the activities and services performed in connection with the TBRA Program.

6. Representations. Warranties. and Covenants of TPA and Sponsor. The TPA hereby represents and warrants to the Grantor and covenants with the Grantor that:

(a) It shall timely perform or contract to have performed all work specified in this agreement.

(b) It shall, from time to time, timely and promptly do each and every act and thing that may be necessary and/or appropriate to perform its duties and obligations under this Agreement.

(c) It shall not request early disbursement of the monies identified in Paragraph 4 until there is actual need for the funds;

(d) It will promptly repay the City of Jackson any HOME funds paid inappropriately and contrary to the "Requirements for the Use of Funds in the HOME-American Rescue Plan Notice dated September 13, 2021 ("HUD Notice CPD-21-10"), an audit, or the TBRA program requirements established by the City of Jackson.

(e) It shall not expend any part of the award for purposes other than the TBRA or spend any more of the TBRA funds disbursed for any class of items or activities than the amount allocated for such purposes in the appropriate line item of the Budget, a copy of which is attached hereto, made a part hereof, and marked Exhibit A;

(f) All work and activities authorized and/or contemplated under this Agreement, will be performed in strict obedience, compliance, and observance of all applicable laws, rules, regulations, and executive orders of all Federal, State, and local governments and regulatory bodies, including but not limited to HUD Notice CPD-21-10 and regulations of the United States Department of Housing and Urban Development.

(g) It shall timely submit such records and reports as may be required from time-to-time by the City of Jackson and the United States Department of Housing and Urban Development ("HUD");

(h) It has not taken and will not take any action or permit any action that is within its control to be taken or fail to take any action that would impair the funds awarded to the City of Jackson. It shall timely prepare all fiscal and management records required and requested by the City of Jackson that are necessary or appropriate to effectively administer the HOME ARP funds and which will enable the City of Jackson to fulfill its responsibility related to managing and overseeing the implementation of the TBRA Program;

(i) It guarantees total satisfactory performance of all work contemplated by this Agreement, and it shall take any and all action necessary to correct or otherwise cure any problems or deficiencies identified by the City of Jackson, HUD, or auditors during respective monitoring and evaluation of the grant or the TBRA Program;

(k) No information or statement furnished by the TPA to the City, and no report required to be or otherwise delivered by it to HUD or the City will contain, any untrue statement of a material fact or will omit to state any material fact necessary to make such information, statements, or reports not misleading;

(l) It will maintain books, records, documents, and other evidence pertaining to the TBRA and all costs and expenses incurred and revenues received under this Agreement in sufficient detail to reflect all activities undertaken in connection with the TBRA Program and all costs, direct and indirect, of labor, materials, equipment, supplies, services, and other costs of whatever nature, for which payment is claimed

under this Agreement. Such records shall be maintained for five (5) years. Records shall be retained beyond the prescribed period if any litigation, claim, negotiation, audit, or other action is begun involving this Agreement or the TBRA. In that instance, the records shall be retained until the litigation, claim, negotiation, audit, or other action has been finally resolved.

7. Termination; Cancellation of Funding.

(a) By the City for Breach. The City may immediately suspend or terminate this Agreement if the TPA fails to comply with any material term of this Agreement.

(b) By TPA. This Agreement may be terminated at any time, by the TPA, with or without cause, upon sixty (60) days advance written notice. Written notice of such termination must be sent to the City by certified mail, return receipt requested, postage prepaid. After mailing of such notice of termination, no new or additional liabilities for rent or security deposits of any kind shall be incurred without the prior written approval of the City.

(c) For Convenience. This Agreement may be terminated, in whole or in part, by the City whenever, for any reason, the City determines that such termination is in the best interest of the City. Termination shall be effected by delivery to the TPA of a Termination Notice, specifying the extent to which such termination becomes effective. The TPA shall be compensated for completion of activities properly performed prior to the effective date of termination. The City will not be liable for activities performed after the effective date of termination.

(d) Funding Cancellation. When the Chief Financial Officer for the City of Jackson makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall automatically terminate. Any determination by the Chief Financial Officer that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

(e) Cross-Default. This Agreement may be suspended and/or terminated immediately if the TPA has committed fraud or has misused or misappropriated funds received under this Agreement or another agreement with the City. Further, the TPA's breach or default with respect to other agreements or obligations related to the TBRA shall constitute a material breach of this Agreement.

(f) Effect of Termination. Upon expiration or termination of this Agreement for any reason, the TPA shall account for and transfer to the City any unexpended funds on hand, any accounts receivable attributable to the use of the funds and all program income relating to TBRA Program.

(g) If the agreement is terminated for the TPA'S material failure to comply with the Federal statutes, regulations, or terms and conditions of the HOME ARP program:

i. The termination decision will be reported to the OMB-designated integrity and performance system accessible through SAM;

ii. The information will be available in the OMB-designated integrity and performance system for a period of five years from the date of the termination, then archived.

8. Indemnification. The TPA shall indemnify, save, and hold harmless the City of Jackson, the mayor, members of the Jackson City Council, and their directors, officers, employees, and agents of and from any and all claims, losses, damages, or expenses (including reasonable attorneys' fees) arising out of or in any way related to failure or alleged failure of the TPA to strictly and timely perform its services, duties, and obligations promptly and properly under this Agreement. This section shall survive the termination or expiration of this Agreement.

NOTE: Any action, review, recommendation, approval, or other activity taken by or on behalf of the City does not expressly or impliedly, directly or indirectly, suggest, represent, or warrant that the TPA or the TBRA Program is in compliance with applicable statutes, rules, regulations, applications, or other statements. Rather, the TPA acknowledges that it is solely responsible for all such matters.

9. Payments Conditioned Upon Receipt of HOME Allocation. The payments under this agreement are conditioned upon the receipt and availability of the HOME ARP funds from HUD.

10. Notice to Parties. Whenever any notice, statement, or other communication shall be sent to any party, it shall be sent by e-mail, first class U.S. mail, or via an established courier/delivery service to the following address, unless otherwise specifically advised by a party:

(a) Notices to the City shall be mailed by United States mail service to

Angela Brown, Director of Department of Planning and Development
219 South President Street, Jackson MS 39201
And also emailed to afbrown@jacksonms.gov.

(b) Notices to the TPA shall be mailed by United States mail to:

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11. Lobbying Activities. Pursuant to 5 U.S.C. § 1502, 31 U.S.C. § 1352, 24 CFR 87.110 (and any applicable successor sections), and any regulations promulgated thereunder, the Recipient hereby certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the TPA'S receipt of any Federal contract, any Federal grant, or entering

into of any cooperative agreement exceeding $100,000, or its receipt of any Federal loan or loan guarantee exceeding $150,000 and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, loan guarantee or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the TPA shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

C. The TPA shall require that the language of this certification be included in contracts and subcontracts or other agreements related to the TBRA activity and shall provide that the contractors and subcontractors certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. Any person or entity, who fails 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.

12 Non-Discrimination Clause. Pursuant to applicable Federal and State law, the TPA and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his/her race, color, religion, sex, handicap, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

In addition, the TPA shall also carry out the TBRA Program in compliance with the Federal requirements set forth in 24 CFR part 5, subpart A, as are applicable to the HOME ARP program. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace. Further, the tpa agrees to comply with Section 282 of Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, that provides "No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity."

13. Independent Contractor. All parties hereto, in the performance of this Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees of one party shall not be deemed or construed to be the employees or agents of the other parties for any purpose whatsoever. Except as set forth in Section 8 of this Agreement, neither party will assume

liability for any injury to any persons or any damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of the other party.

14. Uniform Administrative Requirements. The Recipient certifies that it will comply with the requirements and standards of all applicable provisions in the following:

(a) Audit, Cost principles and uniform administrative requirements at 2 CFR 200; and

(b) 24 CFR subpart H, as applicable, except for 92.357.

15. TBRA Program Eligibility. Eligible participants are households that meet the definition of *qualifying population* as defined HUD Notice CPD-21-10. The individual receiving TBRA must meet one of the following criteria to be deemed "*qualifying population*":

(a)Homeless as defined in 24 CFR 91.5;

(b) At risk of homelessness as defined in 24 CFR 91.5;

(c) Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking as defined by HUD. This population includes any individual or family who is fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking. This population includes cases where an individual or family reasonably believes that there is a threat of imminent harm from further violence due to danagerous or life-threatening conditions that relate to a violence against the individual or a family member, including a child that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return or remain within the same dwelling unit. In the case of sexual assault, this also includes cases where an individual reasonably believes there is a threat of imminent harm from further violence if the individual remains within the same dwelling unit that the individual is currently occupying, or the sexual assault occurred on the premises during the 90-day period preceding the date of the request for transfer. "Domestic violence," "dating violence," "sexual assault", and "stalking" have the meanings set forth in 24 CFR 5.2003. "Human trafficking" includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7102).

(d) Other populations: Individuals who do not qualify under the above populations but meet one of the following criteria:

a. Other Families Requiring Services or Housing Assistance to Prevent Homelessness Households (i.e., individuals and families) who have previously been qualified as "homeless" as defined in 24 CFR 91.5, are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and

who need additional housing assistance or supportive services to avoid a return to homelessness.

b. At Greatest Risk of Homelessness : A household who meets either paragraph (i) or (ii) below:

i) has annual income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs);
ii) has annual income that is less than or equal to 50% of the area median income, as determined by HUD, **and** meets one of the following conditions from paragraph iii) of the "At risk of homelessness" definition established at 24 CFR 91.5: (1) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance; (2) Is living in the home of another because of economic hardship; (3) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; (4) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals; (5) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau; (6) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or (7) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

16. Ineligible Costs and Activities. HOME ARP funds may not be used to pay for stays at hotels, motels, or extended stay motels.

17. Qualifying Households Not Eligible for Duplicate Payments. The TPA shall exercise due diligence in investigating whether the tenant is receiving rental assistance from another public or private source of any kind. HOME ARP funds may not be used to provide assistance if assistance has been paid or provided by another public or private source of any kind.

18 Tenant Selection. The TBRA must select participants in accordance with a written tenant selection policy that has been approved by the City. The tenant selection policy must clearly specify how families will be selected for participation in their programs.

19. Termination Of Assistance. The TPA must establish policies and procedures for termination of assistance to program participants. In terminating assistance to a program participant, the TPA must provide a formal process that recognizes the rights of individuals receiving assistance under the due process of law. This process, at a minimum, must consist of:

(a)Providing the program participant with a written copy of the program rules and the termination process before the participant begins to receive assistance;

(b) Written notice to the program participant containing a clear statement of the reason for terminating the assistance and the effective date of the termination of the sentence;

(c) Written notice to the landlord of the termination of the assistance and the effective date;

(d) A review of the decision affording the program participant an opportunity to present an oral or written objection before an individual or authority other than the person who made or approved the termination decision; and

(e) Prompt written notice of the final decision to the program participant.

During this process, the TPA must provide effective communication and accessibility for individuals with disabilities, including the provision of reasonable accommodations. Similarly, the TPA must provide meaningful access to persons with limited English proficiency.

20. TBRA Completion. The TBRA Program terminates upon exhaustion of the HOME ARP funds even if the date specified in Paragraph 2 concerning the Term has not occurred.

21. Evaluation . The TBRA Program will be subject to ongoing monitoring to ensure compliance with federal program requirements, full expenditure and drawn down of funds, timely entry of information and reporting to HUD, and the program's effectiveness in serving the targeted population.

22. Other Federal Requirements. The TPA will adhere to the following:

A. Affirmative Fair Housing Marketing Regulations

1. Marketing Plan. In accordance with 24 CFR 200.620 and 24 CFR 92.351, the TPA must adopt an Affirmative Fair Housing Marketing Plan for rentals containing five (5) or more HOME-assisted housing units. Affirmative marketing requirements and procedures also apply to all HOME- funded programs, including, but not limited to, tenant-based rental assistance programs. The Affirmative Fair Housing Marketing Plan must consist of actions that the TPA will take to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, religion, sex, handicap or familial status or national origin, and describe the procedures that will be used by owners to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach (e.g., use of community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies). The TPA must use form HUD-935.2A to create its Affirmative Fair Housing Marketing Plan.

2. Procedures. The TPA must also comply with the following:

(a)Maintain a nondiscriminatory hiring policy in recruiting from both minority and majority groups, including both sexes and the handicapped, for staff engaged in the sale or rental of properties.

(b) Instruct all employees and agents in writing and orally in the policy of nondiscrimination and fair housing.

(c)Specifically solicit eligible tenants reported to the TPA.

(d)Prominently display in all offices in which sale or rental activity pertaining to the TBRA takes place the HUD-approved Fair Housing Poster and include in any printed material used in connection with sales or rentals, HUD-approved Equal Housing Opportunity logo or slogan or statement.

(e)Post in a conspicuous position at offices and locations where TBRA activities will occur, a sign displaying prominently either the HUD-approved Equal Housing Opportunity logo or slogan or statement.

B. Conflict of Interest.

1. The TPA shall carry out the TBRA in accordance with the conflict- of- interest provisions prescribed in 24 CFR 92.356. The TPA further acknowledges and agrees that no persons described below, who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or financial benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person. The provisions in this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

2. Organizational Conflicts of Interest: The provision of tenant based rental assistance may not be conditioned on an individual's or family's acceptance or occupancy of a shelter or housing unit owned by the TPA; or a parent, affiliate, or subsidiary of the TPA. The TPA may not, with respect to individuals or families occupying housing owned by the TPA, or any parent, affiliate, or subsidiary of the TPA, administer financial assistance that includes rental payments, utility deposits, or security deposits. The TPA's subcontractors and subrecipients must comply with these requirements.

3. Any exceptions to the organizational conflicts of interest provisions in this section must be approved by the City of Jackson and HUD in writing.

C. Lead-Based Paint. The Lead-Based Paint Poisoning Prevention Act (-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§4851-4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, R, and 40 CFR 745 apply to all housing occupied by program participants. When providing housing search or counseling services on locating housing that may include pre-1978 housing, the TPA must inform clients of their rights under the Lead Disclosure Rule (24 CFR part 35, subpart A,), and, if the focus of the education or counseling is on rental or purchase of HUD-assisted pre-1978 housing, the Lead Safe Housing Rule (subparts B, R, and as applicable, F-M).

D. Section 3 Requirements. The TPA will comply with the Section 3 requirements set forth in 24 CFR Part 75. Section 3 provides preference to low- and very-low-income residents of the local community (regardless of race or gender) and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects.

E. Equal Opportunity And Fair Housing. The TPA must comply with all Federal fair housing laws and regulations, including affirmative marketing and anti-discrimination policies. In addition, the TPA must make a documented effort to solicit minority contractors and subcontractors for any work that will be contracted.

F. Meaningful Access For Limited English Proficient Persons. Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English ("limited English proficient persons" or "LEP") may be entitled to language assistance under Title V1 in order to receive a particular service, benefit, or encounter. In accordance with Title VI of the Civil Rights Act of 1964 (Title VI) and its implementing regulations, the TPA agrees to take reasonable steps to ensure meaningful access, to activities funded with HOME Funds, by LEP persons. Any of the following actions could constitute "reasonable steps", depending on the circumstances: acquiring translators to translate vital documents, advertisements, or notices, acquiring interpreters for face to face interviews with LEP persons, placing advertisements and notices in newspapers that serve LEP persons, partnering with other organizations that serve LEP populations to provide interpretation, translation, or dissemination of information regarding the project, hiring bilingual employees or volunteers for outreach and intake activities, contracting with a telephone line interpreter service, etc.

G. OMB Single or Program Specific Audit

1. If the TPA expends $750,000 or more in its fiscal year, then the TPA will submit a single audit to the City within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period.

   If the TPA expends less than $750,000, then it must submit its audited financial statements or 990 (IRS Form 990, Return of Organization Exempt From Income Tax) to the City within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period.

2. Any auditor performing a single or program-specific audit for the TPA must comply with 2 CFR 501.

H. Sanctions: If the TPA does not adhere to the policies referenced in subparagraphs a and b of this section, the City within its discretion may take appropriate action using sanctions such as: (1) Withholding or not paying monthly invoices; (2) suspending the contract until the audit is performed; or (3) terminating the agreement.

I. Confidentially. Recipient must adopt procedures to ensure that all client information is handled and maintained in a confidential manner and in compliance with the requirements of all applicable state or federal laws, rules, and regulations, including, but not limited to, those relating to the release of Social Security numbers in I.C. § 4-1-10 and the notice of security breach provisions in LC. § 4-1-11. Confidential information means any individually identifiable information, whether oral or written, about the participants who receive services and/or assistance. Employees, agents, contractors or others who require access to confidential client information must sign a confidentiality agreement commensurate with the conditions set forth in this Agreement. The Recipient must also develop, implement, and maintain written procedures to require that all records containing personally identifying information of any individual or family who applies for and/or receives HOME-ARP assistance will be kept secure and confidential; and the address or location of any program participant that is fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking will not be made public, except as provided under a privacy policy of the Recipient consistent with state and local laws and any other conditions from other federal grant programs regarding privacy and obligations of confidentiality.

J. Conflict of Interest Policy . The Recipient must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engage in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by the Award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the TPA may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the TPA may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the TPA. If the TPA has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the TPA must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization,

the TPA is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

The TPA procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

K. Conflict of Interest Disclosure. The TPA must disclose in writing any potential conflict of interest to the City..

L.Mandatory Disclosure. The TPA must disclose, in a timely manner, in writing to the City and HUD all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The TPA's failure to make these disclosures may subject TPA to remedies of non-compliance set forth in 2 CFR 200.338, which includes suspension or debarment.

M. Applicability of Uniform Administrative Requirements. The TPA shall comply with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

N. Internal Controls. The TPA must:

1. Establish and maintain effective internal control over federal funds that provides reasonable assurance that the TPA is managing federal funds in compliance with Federal statutes, regulations, and the terms and conditions of the federal funding. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States.

2. Comply with Federal statutes, regulations, and the terms and conditions of federal funds.

3. Evaluate and monitor the TPA's compliance with statutes, regulations and the terms and conditions of the federal funds.

4. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

5. Take reasonable measures to safeguard protected personally identifiable information and other information that the TPA or HUD designates as sensitive or the TPA considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

O. Closeout

1. The TPA must submit upon termination of the TBRA program, all financial, performance information and other information as required by the terms and conditions of this agreement.

2. The closeout does not affect any of the following:

a. The right of the City to disallow costs and recover funds on the basis of a later audit or other review.

b. The obligation of the TPA to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

c. Audit requirements

d. Record retention requirements set forth herein

e. Other obligations of the TPA.

P. Record-Keeping Requirements. The TPA shall maintain records sufficient to document the following:

1. Demonstrating that each qualifying household is eligible for HOME ARP assistance.

2. Demonstrating that each household qualifying as "at risk of homelessness," records that meet the requirements in 24 CFR 576.500(c)(1) or (2), as applicable, and include appropriate annual income documentation.

3. Demonstrating that each household qualifying as homeless, records that meet the requirements in 24 CFR 576.500(b)(1), (2), (3), or (4), as applicable (except that youth aged 24 and under must not be required to provide third-party documentation to show they are homeless to receive any shelter, housing, or services for which ESG or CoC Program funds may be used to supplement the HOME-ARP assistance).

4. Evidencing the use of tenant selection procedures that comply with all applicable nondiscrimination and equal opportunity laws and requirements listed in 24 CFR 5.105(a) and any other applicable fair housing and civil rights laws and requirements.

5. Documentation of payments made by the TPA for the provision of financial assistance.

6. Types of services provided and the amount spent on the services.

7. Data on the extent to which each racial and ethnic group, and single-headed households by gender of household head have applied for, participated in, or benefited from, the services provided under this Agreement.

8. Records demonstrating compliance with the following requirements:

a. Termination of assistance for participants.

b. Nondiscrimination and equal opportunity requirements of 24 CFR 92, Subpart H.

i. Affirmative marketing procedures and requirements of 24 CFR 92.351 and HUD Notice CPD-21-10, as applicable.

ii. Lead-based paint requirements of 24 CFR part 35, as applicable.

iii. Conflict of interest requirements in 24 CFR 92.356 and HUD Notice CPD-21-10.
iv. Debarment and suspension requirements in 2 CFR part 2424.

Q. Violence Against Women Reauthorization Act Of 2013. The TPA must comply with the provisions set forth in 24 CFR Part 5, Subpart L, as applicable, including but not limited to the following:

a. CONFIDENTIALITY

(1) Any information submitted to either the Recipient, the Landlord or property manager regarding a tenant's protections under VAWA, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking (confidential information), shall be maintained in strict confidence by the Landlord or property manager or the TPA

(2) Neither the TPA, a Landlord, or any property manager shall allow any individual administering assistance or any persons within their employ (e.g., contractors) or in the employ of the TPA to have access to confidential information unless explicitly authorized by the TPA, the Landlord or the property manager for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

(3) Neither the TPA, nor the Landlord, nor the property manager shall enter any confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is:

i. Requested or consented to in writing by the individual in a time-limited release
ii. Required for use in an eviction proceeding or hearing regarding termination of assistance from the HOME TBRA program or
iii. Otherwise required by applicable law.

b. PROHIBITED DENIAL/TERMINATION. Any applicant for assistance or participant receiving assistance under this Agreement may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or participant otherwise qualifies for admission, assistance, participation, or occupancy.

c. CONSTRUCTION OF LEASE TERMS. An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as good cause for terminating the assistance, tenancy, or occupancy rights under a covered housing program of the victim or threatened victim of such incident.

R. TPA Assurances and Certifications. The TPA assures the City and certifies the following:

1. Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the execution of the agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the TPA act in connection with the Agreement and to provide such additional information as may be required.

2. The TPA is under no administrative restrictions from federal, state or local sources.

3. The TPA will comply with all state and federal requirements related to annual audits and the conflict-of-interest provisions of 24 CFR 92.356 and HUD Notice CPD -21-10.

4. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of,, or be subjected to discrimination under any program or activity funded in whole or in part with HOME funds. In addition, HOME funds will be made available in accordance with the following:

i. The requirements of the Fair Housing Act (42 USC 3601-20 and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and Title VI of the Civil Rights Act of 1964 (42 UCS 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1;

ii. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 USC 6101-07) and implementing regulations at 24 CFR Part 146, and the prohibitions against discrimination against physically disabled individuals under section 504 of the Rehabilitation Act of ; 1973 (29 USC 794) and implementing regulations at 24 CFR Part 8

iii. The requirements of Executive Order 11246 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60, and the Indiana Code (I.C. 22-9-1-10), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts. Contractors and subcontractors on Federally assisted construction contracts shall take affirmative action to ensure fair treatment employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay other forms of compensation and selection from training and apprenticeship;

iv. The requirements of Executive Orders 11.625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), by making efforts to encourage the use of minority and women's business enterprises in connection with HOME-funded activities. It will follow procedures acceptable to HUD (consistent with 24

CFR 85.36(e)) to establish and oversee a minority outreach policy to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, in all contracts it enters into under this award.

v. The requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701 (u)) the purpose of which is to ensure that the employment and other economic opportunities generated by Federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low-income persons, particularly those who are recipients of government assistance for housing.

5. It will adopt and maintain in effect at all times affirmative marketing procedures which consists of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status, or disability. In this case, the Recipient must have affirmative marketing procedures and requirements that apply in the context of the limited/preferred tenant eligibility for the Project. All housing assisted with HOME funds constitutes **HUD** -associated housing for the purposes of the Lead-based Paint Poisoning and Prevention Act (42 USC 4821, et. seq.) and is, therefore, subject to 24 CFR Part 35.

6. It will adopt and maintain procedures to ensure that any person who is an employee, agent, consultant, officer, or elected official or appointed official of the non-participating jurisdiction, state recipient, or sub-recipient which are receiving HOME funds, who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds, or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may not obtain any contract, subcontract or agreement thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

7 The TPA will give the City of Jackson, HUD, and the Comptroller General, and any of its authorized representatives access to and the right to examine records related to all activities conducted and monies expended in connection with the TBRA Program.

8. In accordance with the HOME Investment Partnerships Act and with 24 CFR 92.150 of the HOME Investment Partnership Regulations, the TPA certifies that:

a. The HOME ARP monies disbursed will be used for eligible activities and costs, as described in §92.209 and HUD Notice CPD-21-10 and that it is not using and will not use HOME ARP funds for prohibited activities, as described in §92.214.

b. HOME funds will be used consistent with and pursuant to the plan allocation approved by HUD, and all requirements of 24 CFR Part 92.

c. No Federal appropriated funds have been or will be paid, by or on behalf of it, to any person for influencing are 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 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.

d. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

e. It will require that the language of paragraph (c) of this certification be included in agreements with contractors, subcontractors, or others conducting activities associated with the TBRA Program and the aforementioned shall certify and disclose accordingly.

23. Governing Law. This agreement shall be construed and governed in accordance with the laws of the State of Mississippi. Courts of competent jurisdiction in the state of Mississippi have jurisdiction regarding actions arising out of and related to the contract, and the venue for any action shall be in the City of Jackson, Hinds County, Mississippi.

24. Headings. The headings and subheadings herein are for the convenience of the parties hereto and shall have no legal effect upon the construction of this agreement.

25. Remedies for Breach. The City of Jackson shall be entitled to recover any and all remedies at law or in equity for the breach of this agreement including the recovery of reasonable attorney's fees upon the successful assertion of a claim or defense. The remedies set forth in this agreement shall not be construed as the exclusive remedy available to the City of Jackson but in addition to other remedies provided at law or in equity.

25. Non-waiver. No waiver, forbearance, or failure by any party of its right to enforce any provision of this agreement shall constitute a waiver of such party's right to enforce such provision in the future.

26. Severability. The invalidity of any provision of this agreement shall not invalidate the remaining provisions of the agreement. The agreement shall remain operable and read and construed to the extent practical without the invalid provision.

27 Exhibits. Exhibit A which sets forth the budget is incorporated into this agreement as if fully reprinted.

28. Modification. This agreement may not be modified except upon agreement

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties of perjury, that the TPA or the undersigned is the properly authorized representative, agent, member or officer of the TPA. Further, to the undersigned's knowledge, neither the undersigned nor has any other member, employee, representative, agent or officer of the TPA, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that an officer or director, has a financial interest in this agreement.**

In Witness whereof, the City of Jackson and Mississippi Housing Partnership have, through duly authorized representatives, entered into this Agreement. The parties, having read and understand the foregoing terms of this Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

City of Jackson

By: _____
John Horn, Mayor

Date: _____

_____
Clerk's Attestation of Mayor's Signature

By: _____
Mississippi Housing Partnership

Title: _____

Date: _____

EXHIBIT A

BUDGET FOR TENANT BASED RENTAL ASSISTANCE

BUDGET CATEGORY	HOME-ARP AMOUNT
Rental Security Deposits ($450 x 200 units)	$90,000.00
Rental payments to landlords for leased units $850.00 average rent x 200 units x 12 months	$2,040,000.00
Eligible Utility Deposits: Lights, gas, and water ($300 maximum x 200 units)	$75,000.00
Total	2,205,000.00

ADDITONAL

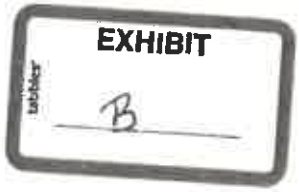
REQUIREMENTS: None

U.S. DEPARTMENT OF HUD
STATE:MISSISSIPPI

FY2026 HOME PROGRAM RENTS

PROGRAM	SRO(75%)	SRO/EFF	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Gulfport-Biloxi, MS HUD Metro FMR Area								
LOW HOME RENT LIMIT	NA	727	779	935	1080	1205	1330	1454
HIGH HOME RENT LIMIT	590	786	923	1140	1370	1509	1647	1784
For Information Only:								
FAIR MARKET RENT	590	786	923	1140	1471	1612	1854	2096
50% RENT LIMIT	NA	727	779	935	1080	1205	1330	1454
65% RENT LIMIT	NA	925	993	1193	1370	1509	1647	1784
Stone County, MS HUD Metro FMR Area								
LOW HOME RENT LIMIT	NA	730	739	938	1084	1210	1335	1459
HIGH HOME RENT LIMIT	551	734	739	969	1162	1432	1647	1791
For Information Only:								
FAIR MARKET RENT	551	734	739	969	1162	1432	1647	1862
50% RENT LIMIT	NA	730	781	938	1084	1210	1335	1459
65% RENT LIMIT	NA	929	997	1198	1375	1515	1653	1791
Pascagoula, MS HUD Metro FMR Area								
LOW HOME RENT LIMIT	NA	760	814	977	1128	1258	1389	1519
HIGH HOME RENT LIMIT	697	929	951	1067	1433	1579	1723	1868
For Information Only:								
FAIR MARKET RENT	697	929	951	1067	1448	1762	2026	2291
50% RENT LIMIT	NA	760	814	977	1128	1258	1389	1519
65% RENT LIMIT	NA	968	1038	1248	1433	1579	1723	1868
Hattiesburg, MS MSA								
LOW HOME RENT LIMIT	NA	698	748	898	1037	1157	1277	1396
HIGH HOME RENT LIMIT	575	766	888	1047	1314	1386	1577	1709
For Information Only:								
FAIR MARKET RENT	575	766	888	1047	1348	1386	1594	1802
50% RENT LIMIT	NA	698	748	898	1037	1157	1277	1396
65% RENT LIMIT	NA	888	953	1146	1314	1446	1577	1709
Jackson, MS HUD Metro FMR Area								
LOW HOME RENT LIMIT	NA	800	857	1028	1188	1326	1463	1599
HIGH HOME RENT LIMIT	818	1020	1094	1288	1511	1666	1820	1973
For Information Only:								
FAIR MARKET RENT	818	1091	1097	1288	1544	1705	1961	2217
50% RENT LIMIT	NA	800	857	1028	1188	1326	1463	1599
65% RENT LIMIT	NA	1020	1094	1316	1511	1666	1820	1973
Holmes County, MS HUD Metro FMR Area								
LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
HIGH HOME RENT LIMIT	550	733	768	842	1111	1115	1282	1450
For Information Only:								
FAIR MARKET RENT	550	733	768	842	1111	1115	1282	1450
50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532

For SRO units that have both sanitary and food preparation facilities, the rent limit is the efficiency (or SRO/EFF) limit.
For SRO units that have no sanitary or food preparation facilities or only one of the two, the rent limit is 75 percent of the efficiency limit.
SRO units that have no sanitary or food preparation facilities or only one of the two, must be occupied by very low-income tenants.



FY2026 HOME PROGRAM RENTS

PROGRAM	SRO(75%)	SRO/EFF	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Scott County, MS HUD Metro FMR Area								
LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
HIGH HOME RENT LIMIT	593	790	795	952	1141	1260	1416	1532
For Information Only:								
FAIR MARKET RENT	593	790	795	952	1141	1260	1449	1638
50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Simpson County, MS HUD Metro FMR Area								
LOW HOME RENT LIMIT	NA	592	675	810	936	1045	1152	1260
HIGH HOME RENT LIMIT	444	592	762	858	1183	1300	1416	1532
For Information Only:								
FAIR MARKET RENT	444	592	762	858	1193	1439	1655	1871
50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Yazoo County, MS HUD Metro FMR Area								
LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
HIGH HOME RENT LIMIT	559	745	750	984	1183	1300	1416	1532
For Information Only:								
FAIR MARKET RENT	559	745	750	984	1209	1303	1498	1694
50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Memphis, TN-MS-AR HUD Metro FMR Area								
LOW HOME RENT LIMIT	NA	811	869	1043	1205	1345	1483	1622
HIGH HOME RENT LIMIT	795	1035	1110	1274	1533	1690	1847	2003
For Information Only:								
FAIR MARKET RENT	795	1060	1154	1274	1683	1959	2253	2547
50% RENT LIMIT	NA	811	869	1043	1205	1345	1483	1622
65% RENT LIMIT	NA	1035	1110	1334	1533	1690	1847	2003
Benton County, MS HUD Metro FMR Area								
LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
HIGH HOME RENT LIMIT	545	727	768	842	1157	1284	1416	1532
For Information Only:								
FAIR MARKET RENT	545	727	768	842	1157	1284	1477	1669
50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Marshall County, MS HUD Metro FMR Area								
LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
HIGH HOME RENT LIMIT	630	800	846	1032	1183	1300	1416	1532
For Information Only:								
FAIR MARKET RENT	630	840	846	1110	1331	1835	2110	2386
50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532

For SRO units that have both sanitary and food preparation facilities, the rent limit is the efficiency (or SRO/EFF) limit.
For SRO units that have no sanitary or food preparation facilities or only one of the two, the rent limit is 75 percent of the efficiency limit.
SRO units that have no sanitary or food preparation facilities or only one of the two, must be occupied by very low-income tenants.

PROGRAM	SRO (75%)	SRO/EFF	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
			FY2026 HOME PROGRAM RENTS					
Tate County, MS HUD Metro FMR Area								
LOW HOME RENT LIMIT	NA	726	778	933	1079	1203	1328	1452
HIGH HOME RENT LIMIT	619	825	830	1089	1337	1493	1645	1782
For Information Only:								
FAIR MARKET RENT	619	825	830	1089	1337	1493	1717	1941
50% RENT LIMIT	NA	726	778	933	1079	1203	1328	1452
65% RENT LIMIT	NA	925	993	1193	1369	1508	1645	1782
Tunica County, MS HUD Metro FMR Area								
LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
HIGH HOME RENT LIMIT	740	800	858	1032	1183	1300	1416	1532
For Information Only:								
FAIR MARKET RENT	740	986	1073	1186	1422	1570	1806	2041
50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Adams County, MS								
LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
HIGH HOME RENT LIMIT	545	727	768	842	1111	1115	1282	1450
For Information Only:								
FAIR MARKET RENT	545	727	768	842	1111	1115	1282	1450
50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Alcorn County, MS								
LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
HIGH HOME RENT LIMIT	545	727	768	842	1158	1162	1336	1511
For Information Only:								
FAIR MARKET RENT	545	727	768	842	1158	1162	1336	1511
50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Amite County, MS								
LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
HIGH HOME RENT LIMIT	531	708	713	855	1047	1139	1310	1481
For Information Only:								
FAIR MARKET RENT	531	708	713	855	1047	1139	1310	1481
50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Attala County, MS								
LOW HOME RENT LIMIT	NA	630	642	810	936	1045	1152	1260
HIGH HOME RENT LIMIT	479	638	642	842	1115	1118	1286	1453
For Information Only:								
FAIR MARKET RENT	479	638	642	842	1115	1118	1286	1453
50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532

For SRO units that have both sanitary and food preparation facilities, the rent limit is the efficiency (or SRO/EFF) limit.
For SRO units that have no sanitary or food preparation facilities or only one of the two, the rent limit is 75 percent of the efficiency limit.
SRO units that have no sanitary or food preparation facilities or only one of the two, must be occupied by very low-income tenants.

	PROGRAM	SRO(75%)	SRO/EFF	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
		---------- FY2026 HOME PROGRAM RENTS ----------							
Bolivar County, MS									
	LOW HOME RENT LIMIT	NA	630	642	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	479	638	642	842	1096	1115	1282	1450
	For Information Only:								
	FAIR MARKET RENT	479	638	642	842	1096	1115	1282	1450
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Calhoun County, MS									
	LOW HOME RENT LIMIT	NA	630	642	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	478	637	642	842	1167	1217	1400	1532
	For Information Only:								
	FAIR MARKET RENT	478	637	642	842	1167	1217	1400	1582
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Carroll County, MS									
	LOW HOME RENT LIMIT	NA	708	713	842	1049	1118	1286	1424
	HIGH HOME RENT LIMIT	531	708	713	842	1049	1118	1286	1453
	For Information Only:								
	FAIR MARKET RENT	531	708	713	842	1049	1118	1286	1453
	50% RENT LIMIT	NA	712	763	916	1058	1181	1303	1424
	65% RENT LIMIT	NA	906	973	1169	1342	1478	1611	1746
Chickasaw County, MS									
	LOW HOME RENT LIMIT	NA	630	642	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	479	638	642	842	1121	1300	1416	1532
	For Information Only:								
	FAIR MARKET RENT	479	638	642	842	1121	1411	1623	1834
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Choctaw County, MS									
	LOW HOME RENT LIMIT	NA	630	642	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	479	638	642	842	1115	1118	1286	1453
	For Information Only:								
	FAIR MARKET RENT	479	638	642	842	1115	1118	1286	1453
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Claiborne County, MS									
	LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	531	708	713	842	1111	1118	1286	1453
	For Information Only:								
	FAIR MARKET RENT	531	708	713	842	1111	1118	1286	1453
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532

For SRO units that have both sanitary and food preparation facilities, the rent limit is the efficiency (or SRO/EFF) limit.
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SRO units that have no sanitary or food preparation facilities or only one of the two, must be occupied by very low-income tenants.

	PROGRAM	SRO(75%)	SRO/EFF	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
			FY2026 HOME PROGRAM RENTS						
Clarke County, MS									
	LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	563	750	783	867	1044	1150	1323	1495
	For Information Only:								
	FAIR MARKET RENT	563	750	783	867	1044	1150	1323	1495
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Clay County, MS									
	LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	531	708	713	842	1159	1300	1416	1532
	For Information Only:								
	FAIR MARKET RENT	531	708	713	842	1159	1412	1624	1836
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Coahoma County, MS									
	LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	548	730	748	842	1177	1300	1416	1532
	For Information Only:								
	FAIR MARKET RENT	548	730	748	842	1177	1380	1587	1794
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Covington County, MS									
	LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	531	708	713	842	1111	1115	1282	1450
	For Information Only:								
	FAIR MARKET RENT	531	708	713	842	1111	1115	1282	1450
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Franklin County, MS									
	LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	545	727	759	842	1115	1118	1286	1453
	For Information Only:								
	FAIR MARKET RENT	545	727	759	842	1115	1118	1286	1453
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
George County, MS									
	LOW HOME RENT LIMIT	NA	701	751	901	1041	1162	1282	1401
	HIGH HOME RENT LIMIT	581	775	779	921	1104	1451	1584	1716
	For Information Only:								
	FAIR MARKET RENT	581	775	779	921	1104	1451	1669	1886
	50% RENT LIMIT	NA	701	751	901	1041	1162	1282	1401
	65% RENT LIMIT	NA	891	956	1149	1320	1453	1584	1716

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SRO units that have no sanitary or food preparation facilities or only one of the two, must be occupied by very low-income tenants.

	PROGRAM	SRO(75%)	SRO/EFF	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
		---------- FY2026 HOME PROGRAM RENTS ----------							
Greene County, MS									
	LOW HOME RENT LIMIT	NA	646	691	831	960	1071	1181	1291
	HIGH HOME RENT LIMIT	545	727	768	842	1012	1118	1286	1453
	For Information Only:								
	FAIR MARKET RENT	545	727	768	842	1012	1118	1286	1453
	50% RENT LIMIT	NA	646	691	831	960	1071	1181	1291
	65% RENT LIMIT	NA	820	880	1058	1213	1334	1453	1572
Grenada County, MS									
	LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	518	690	694	911	1092	1206	1387	1532
	For Information Only:								
	FAIR MARKET RENT	518	690	694	911	1092	1206	1387	1568
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Humphreys County, MS									
	LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	545	727	768	842	1111	1115	1282	1450
	For Information Only:								
	FAIR MARKET RENT	545	727	768	842	1111	1115	1282	1450
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Issaquena County, MS									
	LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	531	708	713	842	1049	1118	1286	1453
	For Information Only:								
	FAIR MARKET RENT	531	708	713	842	1049	1118	1286	1453
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Itawamba County, MS									
	LOW HOME RENT LIMIT.	NA	721	753	891	1068	1180	1320	1443
	HIGH HOME RENT LIMIT	562	749	753	891	1068	1180	1357	1534
	For Information Only:								
	FAIR MARKET RENT	562	749	753	891	1068	1180	1357	1534
	50% RENT LIMIT	NA	721	773	927	1072	1196	1320	1443
	65% RENT LIMIT	NA	919	986	1184	1360	1498	1633	1770
Jasper County, MS									
	LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	531	708	713	842	1115	1118	1286	1453
	For Information Only:								
	FAIR MARKET RENT	531	708	713	842	1115	1118	1286	1453
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532

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FY2026 HOME PROGRAM RENTS

	PROGRAM	SRO(75%)	SRO/EFF	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Jefferson County, MS									
	LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	531	708	713	842	1111	1118	1286	1453
	For Information Only:								
	FAIR MARKET RENT	531	708	713	842	1111	1118	1286	1453
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Jefferson Davis County, MS									
	LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	520	693	698	842	1020	1118	1286	1453
	For Information Only:								
	FAIR MARKET RENT	520	693	698	842	1020	1118	1286	1453
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Jones County, MS									
	LOW HOME RENT LIMIT	NA	653	699	840	971	1083	1195	1307
	HIGH HOME RENT LIMIT	521	694	699	917	1099	1247	1434	1593
	For Information Only:								
	FAIR MARKET RENT	521	694	699	917	1099	1247	1434	1621
	50% RENT LIMIT	NA	653	700	840	971	1083	1195	1307
	65% RENT LIMIT	NA	830	891	1071	1229	1351	1472	1593
Kemper County, MS									
	LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	531	708	713	842	1115	1118	1286	1453
	For Information Only:								
	FAIR MARKET RENT	531	708	713	842	1115	1118	1286	1453
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Lafayette County, MS									
	LOW HOME RENT LIMIT	NA	858	920	1103	1275	1422	1570	1716
	HIGH HOME RENT LIMIT	785	1047	1053	1243	1539	1646	1893	2125
	For Information Only:								
	FAIR MARKET RENT	785	1047	1053	1243	1539	1646	1893	2140
	50% RENT LIMIT	NA	858	920	1103	1275	1422	1570	1716
	65% RENT LIMIT	NA	1096	1176	1413	1624	1791	1958	2125
Lauderdale County, MS									
	LOW HOME RENT LIMIT	NA	718	769	906	1067	1191	1314	1436
	HIGH HOME RENT LIMIT	586	781	812	906	1204	1265	1455	1645
	For Information Only:								
	FAIR MARKET RENT	586	781	812	906	1204	1265	1455	1645
	50% RENT LIMIT	NA	718	769	923	1067	1191	1314	1436
	65% RENT LIMIT	NA	914	981	1179	1354	1490	1626	1761

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SRO units that have no sanitary or food preparation facilities or only one of the two, must be occupied by very low-income tenants.

	PROGRAM	SRO(75%)	SRO/EFF	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
				FY2026 HOME PROGRAM RENTS					
Lawrence County, MS									
	LOW HOME RENT LIMIT	NA	630	657	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	490	653	657	863	1068	1148	1320	1492
	For Information Only:								
	FAIR MARKET RENT	490	653	657	863	1068	1148	1320	1492
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Leake County, MS									
	LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	602	800	808	955	1145	1264	1416	1532
	For Information Only:								
	FAIR MARKET RENT	602	803	808	955	1145	1264	1454	1643
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Lee County, MS									
	LOW HOME RENT LIMIT	NA	722	773	928	1072	1196	1320	1443
	HIGH HOME RENT LIMIT	635	847	852	994	1257	1316	1513	1711
	For Information Only:								
	FAIR MARKET RENT	635	847	852	994	1257	1316	1513	1711
	50% RENT LIMIT	NA	722	773	928	1072	1196	1320	1443
	65% RENT LIMIT	NA	920	987	1186	1361	1499	1636	1772
Leflore County, MS									
	LOW HOME RENT LIMIT	NA	630	642	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	479	638	642	842	1055	1115	1282	1450
	For Information Only:								
	FAIR MARKET RENT	479	638	642	842	1055	1115	1282	1450
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Lincoln County, MS									
	LOW HOME RENT LIMIT	NA	645	649	840	971	1083	1195	1307
	HIGH HOME RENT LIMIT	484	645	649	852	1126	1129	1298	1468
	For Information Only:								
	FAIR MARKET RENT	484	645	649	852	1126	1129	1298	1468
	50% RENT LIMIT	NA	653	700	840	971	1083	1195	1307
	65% RENT LIMIT	NA	830	891	1071	1229	1351	1472	1593
Lowndes County, MS									
	LOW HOME RENT LIMIT	NA	697	743	872	1036	1156	1276	1394
	HIGH HOME RENT LIMIT	554	738	743	872	1195	1263	1452	1642
	For Information Only:								
	FAIR MARKET RENT	554	738	743	872	1195	1263	1452	1642
	50% RENT LIMIT	NA	697	747	897	1036	1156	1276	1394
	65% RENT LIMIT	NA	888	952	1144	1313	1445	1576	1707

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SRO units that have no sanitary or food preparation facilities or only one of the two, must be occupied by very low-income tenants.

	PROGRAM	SRO(75%)	SRO/EFF	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
		FY2026 HOME PROGRAM RENTS							
Marion County, MS									
	LOW HOME RENT LIMIT	NA	630	655	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	488	651	655	860	1031	1300	1416	1532
	For Information Only:								
	FAIR MARKET RENT	488	651	655	860	1031	1366	1571	1776
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Monroe County, MS									
	LOW HOME RENT LIMIT	NA	636	681	817	944	1053	1162	1270
	HIGH HOME RENT LIMIT	545	727	768	842	1012	1115	1282	1450
	For Information Only:								
	FAIR MARKET RENT	545	727	768	842	1012	1115	1282	1450
	50% RENT LIMIT	NA	636	681	817	944	1053	1162	1270
	65% RENT LIMIT	NA	806	866	1041	1194	1313	1429	1546
Montgomery County, MS									
	LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	545	727	768	842	1061	1118	1286	1453
	For Information Only:								
	FAIR MARKET RENT	545	727	768	842	1061	1118	1286	1453
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Neshoba County, MS									
	LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	545	727	768	842	1147	1300	1416	1532
	For Information Only:								
	FAIR MARKET RENT	545	727	768	842	1147	1354	1557	1760
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Newton County, MS									
	LOW HOME RENT LIMIT	NA	630	642	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	479	638	642	842	1012	1115	1282	1450
	For Information Only:								
	FAIR MARKET RENT	479	638	642	842	1012	1115	1282	1450
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Noxubee County, MS									
	LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	531	708	713	842	1049	1118	1286	1453
	For Information Only:								
	FAIR MARKET RENT	531	708	713	842	1049	1118	1286	1453
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532

For SRO units that have both sanitary and food preparation facilities, the rent limit is the efficiency (or SRO/EFF) limit.
For SRO units that have no sanitary or food preparation facilities or only one of the two, the rent limit is 75 percent of the efficiency limit.
SRO units that have no sanitary or food preparation facilities or only one of the two, must be occupied by very low-income tenants.

	PROGRAM	SRO(75%)	SRO/EFF	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
		FY2026 HOME PROGRAM RENTS							
Oktibbeha County, MS									
	LOW HOME RENT LIMIT	NA	741	794	953	1101	1228	1356	1482
	HIGH HOME RENT LIMIT	626	834	873	957	1262	1267	1457	1647
	For Information Only:								
	FAIR MARKET RENT	626	834	873	957	1262	1267	1457	1647
	50% RENT LIMIT	NA	741	794	953	1101	1228	1356	1482
	65% RENT LIMIT	NA	944	1013	1217	1398	1540	1681	1821
Panola County, MS									
	LOW HOME RENT LIMIT	NA	605	675	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	454	605	743	878	1121	1300	1416	1532
	For Information Only:								
	FAIR MARKET RENT	454	605	743	878	1121	1455	1673	1892
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Pearl River County, MS									
	LOW HOME RENT LIMIT	NA	686	735	881	1018	1136	1253	1370
	HIGH HOME RENT LIMIT	616	821	857	949	1290	1320	1518	1676
	For Information Only:								
	FAIR MARKET RENT	616	821	857	949	1315	1320	1518	1716
	50% RENT LIMIT	NA	686	735	881	1018	1136	1253	1370
	65% RENT LIMIT	NA	871	935	1124	1290	1419	1547	1676
Pike County, MS									
	LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	628	800	845	986	1182	1300	1416	1532
	For Information Only:								
	FAIR MARKET RENT	628	837	845	986	1182	1418	1631	1843
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Pontotoc County, MS									
	LOW HOME RENT LIMIT	NA	643	707	848	980	1093	1206	1319
	HIGH HOME RENT LIMIT	482	643	850	932	1142	1364	1487	1609
	For Information Only:								
	FAIR MARKET RENT	482	643	850	932	1142	1484	1707	1929
	50% RENT LIMIT	NA	660	707	848	980	1093	1206	1319
	65% RENT LIMIT	NA	838	899	1081	1240	1364	1487	1609
Prentiss County, MS									
	LOW HOME RENT LIMIT	NA	630	642	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	479	638	642	842	1012	1118	1286	1453
	For Information Only:								
	FAIR MARKET RENT	479	638	642	842	1012	1118	1286	1453
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532

For SRO units that have both sanitary and food preparation facilities, the rent limit is the efficiency (or SRO/EFF) limit.
For SRO units that have no sanitary or food preparation facilities or only one of the two, the rent limit is 75 percent of the efficiency limit.
SRO units that have no sanitary or food preparation facilities or only one of the two, must be occupied by very low-income tenants.

	PROGRAM	SRO(75%)	SRO/EFF	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
			FY2026 HOME PROGRAM RENTS						
Quitman County, MS									
	LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	531	708	713	842	1171	1300	1416	1532
	For Information Only:								
	FAIR MARKET RENT	531	708	713	842	1171	1412	1624	1836
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Sharkey County, MS									
	LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	531	708	713	842	1115	1118	1286	1453
	For Information Only:								
	FAIR MARKET RENT	531	708	713	842	1115	1118	1286	1453
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Smith County, MS									
	LOW HOME RENT LIMIT	NA	665	712	842	986	1101	1215	1328
	HIGH HOME RENT LIMIT	545	727	768	842	1012	1118	1286	1453
	For Information Only:								
	FAIR MARKET RENT	545	727	768	842	1012	1118	1286	1453
	50% RENT LIMIT	NA	665	712	855	986	1101	1215	1328
	65% RENT LIMIT	NA	844	906	1089	1249	1374	1497	1621
Sunflower County, MS									
	LOW HOME RENT LIMIT	NA	581	642	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	436	581	642	842	1136	1260	1416	1532
	For Information Only:								
	FAIR MARKET RENT	436	581	642	842	1136	1260	1449	1638
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Tallahatchie County, MS									
	LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	545	727	768	842	1096	1300	1416	1532
	For Information Only:								
	FAIR MARKET RENT	545	727	768	842	1096	1412	1624	1836
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Tippah County, MS									
	LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	550	733	768	842	1092	1118	1286	1453
	For Information Only:								
	FAIR MARKET RENT	550	733	768	842	1092	1118	1286	1453
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532

For SRO units that have both sanitary and food preparation facilities, the rent limit is the efficiency (or SRO/EFF) limit.
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SRO units that have no sanitary or food preparation facilities or only one of the two, must be occupied by very low-income tenants.

	PROGRAM	SRO(75%)	SRO/EFF	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
		FY2026 HOME PROGRAM RENTS							
Tishomingo County, MS									
	LOW HOME RENT LIMIT	NA	688	737	842	1021	1118	1258	1375
	HIGH HOME RENT LIMIT	545	727	759	842	1115	1118	1286	1453
	For Information Only:								
	FAIR MARKET RENT	545	727	759	842	1115	1118	1286	1453
	50% RENT LIMIT	NA	688	737	885	1021	1140	1258	1375
	65% RENT LIMIT	NA	875	939	1128	1295	1425	1554	1683
Union County, MS									
	LOW HOME RENT LIMIT	NA	668	715	858	991	1106	1221	1335
	HIGH HOME RENT LIMIT	570	760	795	872	1082	1155	1328	1502
	For Information Only:								
	FAIR MARKET RENT	570	760	795	872	1082	1155	1328	1502
	50% RENT LIMIT	NA	668	715	858	991	1106	1221	1335
	65% RENT LIMIT	NA	849	911	1094	1256	1381	1506	1630
Walthall County, MS									
	LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	582	776	781	923	1107	1222	1405	1532
	For Information Only:								
	FAIR MARKET RENT	582	776	781	923	1107	1222	1405	1589
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Warren County, MS									
	LOW HOME RENT LIMIT	NA	741	794	953	1101	1228	1356	1482
	HIGH HOME RENT LIMIT	600	800	805	953	1181	1336	1536	1737
	For Information Only:								
	FAIR MARKET RENT	600	800	805	953	1181	1336	1536	1737
	50% RENT LIMIT	NA	741	794	953	1101	1228	1356	1482
	65% RENT LIMIT	NA	944	1013	1217	1398	1540	1681	1821
Washington County, MS									
	LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	486	648	768	842	1177	1300	1416	1532
	For Information Only:								
	FAIR MARKET RENT	486	648	768	842	1177	1412	1624	1836
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Wayne County, MS									
	LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	531	708	713	842	1098	1118	1286	1453
	For Information Only:								
	FAIR MARKET RENT	531	708	713	842	1098	1118	1286	1453
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532

For SRO units that have both sanitary and food preparation facilities, the rent limit is the efficiency (or SRO/EFF) limit.
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SRO units that have no sanitary or food preparation facilities or only one of the two, must be occupied by very low-income tenants.

	PROGRAM	SRO(75%)	SRO/EFF	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
		---------- FY2026 HOME PROGRAM RENTS ----------							
Webster County, MS									
	LOW HOME RENT LIMIT	NA	686	713	842	1012	1115	1256	1373
	HIGH HOME RENT LIMIT	531	708	713	842	1012	1115	1282	1450
	For Information Only:								
	FAIR MARKET RENT	531	708	713	842	1012	1115	1282	1450
	50% RENT LIMIT	NA	686	735	882	1020	1137	1256	1373
	65% RENT LIMIT	NA	874	938	1127	1294	1424	1552	1681
Wilkinson County, MS									
	LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	531	708	713	842	1049	1118	1286	1453
	For Information Only:								
	FAIR MARKET RENT	531	708	713	842	1049	1118	1286	1453
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Winston County, MS									
	LOW HOME RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	545	727	768	842	1111	1115	1282	1450
	For Information Only:								
	FAIR MARKET RENT	545	727	768	842	1111	1115	1282	1450
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532
Yalobusha County, MS									
	LOW HOME RENT LIMIT	NA	630	672	810	936	1045	1152	1260
	HIGH HOME RENT LIMIT	500	667	672	842	1115	1242	1416	1532
	For Information Only:								
	FAIR MARKET RENT	500	667	672	842	1115	1242	1428	1615
	50% RENT LIMIT	NA	630	675	810	936	1045	1152	1260
	65% RENT LIMIT	NA	800	858	1032	1183	1300	1416	1532

For SRO units that have both sanitary and food preparation facilities, the rent limit is the efficiency (or SRO/EFF) limit.
For SRO units that have no sanitary or food preparation facilities or only one of the two, the rent limit is 75 percent of the efficiency limit.
SRO units that have no sanitary or food preparation facilities or only one of the two, must be occupied by very low-income tenants.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: August 18, 2026

	POINTS	COMMENTS
1.	**Brief Description**	Order Authorizes the Mayor to Execute a Third Party Administration and Sponsorship Agreement with Mississippi Housing Partnership for Implementation of Tenant Based Rental Assistance Program Using HOME ARP Funds
2.	**Purpose**	Reduce homeless encampments and create housing stability for qualifying populations
3.	**Who will be affected**	City of Jackson, Mississippi Housing Partnership, homeless individuals, landlords, and citizens of Jackson generally
4.	**Benefits**	Homeless encampments will be reduced, facilitates compliance with state law on public encampments, business community concerns addressed
5.	**Schedule (beginning date)**	Target date for implementation is September 2026
6.	**Location:** **WARD** **CITYWIDE (yes/no)** **(area)** **Project limits if applicable**	Citywide
7.	**Action implemented by:** **City Department __X__** **Consultant_____**	Department of Planning Office of Housing & Community Development.
8.	**COST**	$220,000 for the services of Mississippi Housing Partnership to be paid from HOME ARP allocation as eligible expense for administration
9.	**Source of Funding** **General fund** ☐ **Grant** ☒ **Bond** ☐ **Other** ☐	HOME ARP allocation
10.	**E. B.O. Participation**	**ABE_____% WAIVER _____ yes____no____N/A_____** **AABE_____% WAIVER_____ yes____ no____ N/A** **WBE_____% WAIVER_____ yes____no____N/A____** **HBE_____% WAIVER_____yes____ no____ N/A____** **NABE_____% WAIVER_____yes____ no____ N/A_____**

OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT

MEMORANDUM

TO: The Honorable John Horhn, Mayor, City of Jackson

FROM: Angela Brown, Director,
Department of Planning & Community Development

DATE: August 18, 2026

SUBJECT: City of Jackson HUD Certification Forms

The attached agenda item authorizes the execution of an agreement with Mississippi Housing Partnership to serve as the third party administrator and sponsor for the Tenant Based Rental Assistance Program being implemented as part of the Solid Ground Housing Initiative.

20

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH CIVILTECH, INC. FOR THE MONUMENT STREET BRIDGE REPLACEMENT PROJECT STP-7262-00(007)LPA/109279-701000, HINDS COUNTY

WHEREAS, the City of Jackson has received federal funds to replace the bridge on Monument Street, which crosses a tributary of Town Creek west of the intersection of Monument Street and Bailey Avenue; and

WHEREAS, the City of Jackson selected CiViLTech, Inc. to perform necessary construction engineering and inspection services for the Project, including inspection of the work during construction and any additional engineering required during construction; and

WHEREAS, CiViLTech, Inc. has provided a total cost estimate of $42,377.58, which includes all labor costs (there are no direct costs or subconsultant costs), to provide construction engineering and inspection services for the Project; and

WHEREAS, the form of the Construction Engineering and Inspection Services Contract will be the Mississippi Department of Transportation, Local Public Agency Program, Construction Engineering and Inspection Contract Boilerplate form agreement; and

WHEREAS, the form agreement approved by the Mississippi Department of Transportation for the Local Public Agency Program provides the following with respect to the contract term, termination, and availability of funds:

> This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.
>
> The construction engineering services of the CONSULTANT under this contract shall start no earlier than the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA,** and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the

BY: HORHN, ANDERSON

Agenda Item No. 20.
8.25.2026
(Anderson, Horhn)

construction engineering services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

and

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

WHEREAS, the representatives for the parties to the agreement to receive notice are as follows:

LPA:

For Contractual Matters:
Hon. John Horhn, Mayor
City of Jackson
219 South President Street
Jackson, MS 39201
Phone: 601-960-1084
jhorhn@jacksonms.gov

For Technical Matters:
Henry Chia
City of Jackson
200 South President Street
Jackson, MS 39201
Phone: 601-960-2091
hchia@city.jackson.ms.us

CONSULTANT:

For Contractual Matters:
Elmore Moody
CiViLTech, Inc.
5420 Executive Place

For Technical Matters:
Elmore Moody
CiViLTech, Inc.
5420 Executive Place

Jackson, MS 39206
Phone: 601-713-1713
Fax: 601-713-1703
emoody@civiltechinc.net

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. #11553
Surveyor #_____

Jackson, MS 39206
Phone: 601-713-1713
Fax: 601-713-1703
emoody@civiltechinc.net

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. #11553
Surveyor #_____

WHEREAS, the summary of fees and expenses is as follows:

I. FEE AND EXPENSE SUMMARY

Labor Cost	Direct Cost	Subconsultant Cost	Project Total
$42,377.58	0.00	0.00	$42,377.58

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a construction engineering and inspection services contract with CiViLTech, Inc., on the Mississippi Department of Transportation, Local Public Agency Program, Construction Engineering and Inspection Contract Boilerplate form agreement, for the Monument Street Bridge Replacement Project, STP-7262-00(007)LPA/109279-701000, Hinds County, for a total amount not to exceed $42,377.58.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH CIVILTECH, INC. FOR THE MONUMENT STREET BRIDGE REPLACEMENT PROJECT STP-7262-00(007)LPA/109297-701000 HINDS COUNTY** is legally sufficient for placement in NOVUS Agenda.

Sondra P. Moncure

SONDRA MONCURE, *SPECIAL ASSISTANT*

8/18/26

DATE

Terry Williamson, *Legal Counsel*

CITY COUNCIL AGENDA ITEM DATA SHEET August 17, 2026

DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH CIVILTECH, INC. FOR THE MONUMENT STREET BRIDGE REPLACEMENT PROJECT STP-7262-00(007)LPA/109297-701000 HINDS COUNTY**
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	Infrastructure and Transportation
3.	**Who will be affected**	Motorists, pedestrians, nearby residents, and the traveling public using Monument Street and Bailey Avenue.
4.	**Benefits**	Provides construction engineering and inspection services needed to inspect and administer the bridge-replacement construction and ensure compliance with the project plans, specifications, and applicable MDOT/FHWA requirements.
5.	**Schedule (beginning date)**	Upon latest contract execution; services begin after FHWA/MDOT concurrence in the construction award and the City's Notice to Proceed, and are completed within 60 days after final inspection and acceptance.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 5; Monument Street bridge over a tributary of Town Creek, west of the intersection of Monument Street and Bailey Avenue.
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐ ▪	City of Jackson, Department of Public Works, through CiViLTech, Inc. (consultant).
8.	**COST**	$42,377.58 (not to exceed)
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Special Sales Tax Fund

Revised 2-04

City of Jackson
Department of Public Works

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director

Department of Public Works

Council Agenda Item Briefing Memo

Agenda Item:	Authorize the Mayor to execute a construction engineering and inspection services contract with CiViLTech, Inc. for the Monument Street Bridge Replacement Project, STP-7262-00(007)LPA/109279-701000, Hinds County.
Council Meeting:	Regular Council Meeting, August 25, 2026
Purpose:	Provide construction engineering and inspection services for the Monument Street Bridge Replacement Project, including construction inspection and additional engineering required during construction.
Cost:	$42,377.58 total amount not to exceed
Project/Contract Type:	Construction engineering and inspection services; Mississippi Department of Transportation Local Public Agency Program boilerplate contract.
Schedule/Time:	Contract commences upon latest execution; services begin after FHWA/MDOT concurrence in the construction award and the City's Notice to Proceed; services complete within 60 days after final inspection and acceptance.
DPW Manager:	Henry Chia

Background:

The City has received federal funds to replace the Monument Street bridge over a tributary of Town Creek, west of the intersection of Monument Street and Bailey Avenue. The City selected CiViLTech, Inc. to provide construction engineering and inspection services. The proposed contract uses the MDOT Local Public Agency Program boilerplate form and has a total amount not to exceed $42,377.58. The Department of Public Works recommends approval.

Please let me know if you have any questions.

Cost Summary

Monument Street Bridge Replacement Project

CONSTRUCTION ENGINEERING & INSPECTION

CiViLTech, Inc.		
Labor Costs		
CE&I Services	$	42,377.58
Participating Drive Hours Cost		
CE&I Services	$	-
Direct Costs		
CE&I Services	$	-
Subtotal CIVILTech, Inc.	$	42,377.58
{name of SubConsultant}		
Labor Costs		
CE&I Services	$	-
Participating Drive Hours Cost		
CE&I Services	$	-
Direct Costs		
CE&I Services	$	-
Subtotal Cost {name of SubConsultant}	$	-
{name of Testing Lab}		
Labor Costs		
Testing Services	$	-
Direct Costs		
CE&I Services	$	-
Subtotal Cost {name of Testing Lab}	$	-
PROJECT TOTAL COSTS	$	42,377.58

Back-up must be provided for all SubConsultants

If additional sheets are required, Consultant will be responsible for accuracy

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ESC
Rev. 06/05/09 (Base)
Rev. 03/18/24 (This form)

CONSTRUCTION *ENGINEERING* & INSPECTION SERVICES CONTRACT

City of Jackson - Monument Street Bridge Replacement (#25-110)
STP-7262-00(007)LPA 109279-701000
Hinds County

THIS CONTRACT, is made and entered into by and between the ***City of Jackson***, a body Politic of the State of Mississippi (the "LPA"), and, ***CiViLTech, Inc.*** (the "CONSULTANT"), a ***LLC***, duly registered to do business in the State of Mississippi, whose address for mailing is ***5420 Executive Place,*** effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction ***Engineering*** services for ***City of Jackson - Monument Street Bridge Replacement (#25-110)***, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform ***Engineering*** services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all ***Engineering*** services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and those MDOT and LPA standards specified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT, will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above-named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction ***Engineering*** services of the CONSULTANT under this contract shall start no earlier than the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA,** and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction ***Engineering*** services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered on this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim,

demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

D. Retainage

The LPA shall retain the final 5% of the CONSULTANT'S CONTRACT amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

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ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

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ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted, specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.

B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars ($1,000,000.00) for each occurrence.

C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars ($1,000,000.00) per claim; One Million Dollars ($1,000,000.00) annual aggregate.

D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars ($1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed

above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

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Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed the amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-464-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

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If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of

this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Hinds County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Hinds County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee or the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.

B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.

C. The CONSULTANT shall not discriminate against any employee, nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.

D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.

E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

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F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.

G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".

H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 7 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

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

ARTICLE XX. SEVERABILITY

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

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the

performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

(1) cancel the stop work order; or

(2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT and/or the LPA's intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT and/or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all

documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:
Terry S. Williamson
City of Jackson
200 South President Street
Jackson, MS 39201
Phone: 601-960-1799
Fax: 601-960-1756
twilliamson@city.jackson.ms.us

For Technical Matters:
Henry Chia
City of Jackson
200 South President Street
Jackson, MS 39201
Phone: 601-960-1651
Fax: 601-960-1756
hchia@city.jackson.ms.us

CONSULTANT:

For Contractual Matters:
Elmore Moody
CiViLTTech, Inc
5420 Executive Place
Jackson, MS 39206
Phone: 601-713-1713
Fax: 601-713-1703
emoody@civiltechinc.net

For Technical Matters:
Elmore Moody
CiViLTech, Inc.
5420 Executive Place
Jackson, MS 39206
Phone: 601-713-1713
Fax: 601-713-1703
emoody@civiltechinc.net

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. # 11553

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.# 11553

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ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the _____ day of _____, 20__.

City of Jackson

_____

John Horhn, Mayor

WITNESS this my signature in execution hereof, this the 4th day of Aug, 2026.

CiViLTech, Inc.

BY: _____

Elmore Moody

ATTEST:
(for CONSULTANT)

STATE OF MISSISSIPPI
STACIA BELL
NOTARY PUBLIC
Hinds County
Commission Expires
February 18, 2029

Stacia Bell

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page titled "List of Exhibits".

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LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters
7. Certification of LPA
8. {*This Exhibit was intentionally left blank*}
9. Prime Consultant EEV Certification and Agreement

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EXHIBIT 1

CERTFIED COMPANY RESOLUTION

I, Elmore Moody, DO HEREBY CERTIFY that I am the President of CiViLTech, Inc., a corporation duly organized under and by virtue of the laws of the State of Mississippi, and that the resolution in this document is a true and correct copy of the resolution and has duly been adopted by the President of the Corporation on May 21, 2025, and that said resolution is now in full force and effect:

WHEREAS, it is in the best interest of the Corporation to enter into a professional services agreement with the Mississippi Transportation Commission and Local Public Agencies (LPA) within the State of Mississippi.

WHEREAS, such agreements require the signature of a company officer empowered to bind the consultant to the provisions of the engineering services contracts.

WHEREAS, Elmore Moody, President of CiViLTech, Inc. is responsible for the preparation and management of professional services agreements for the Mississippi Transportation Commission and LPAs within the State of Mississippi.

NOW, THEREFORE, BE IT RESOLVED, that Elmore Moody, President of CiViLTech, Inc. is hereby authorized and empowered to sign professional services agreements for the Miss. Transportation Commission and LPA's within the State of Mississippi.

Elmore Moody, President of CiViLTech, Inc., is authorized to provide such additional information and execute such other documents as may be required by the state or federal government in connection with said professional services agreement and to execute any amendments, recissions and revisions thereto.

IN WITNESS WHEREOF, and in pursuance of the resolution of the President of the Company May 21, 2025; I have hereunto set my hand on May 21, 2025.

Elmore Moody, P.E.
President

Witness

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EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of Transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

***ENGINEERING* ADMINISTRATION:**
The ***Engineering*** administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION *ENGINEERING* SERVICES:
Construction ***Engineering*** services shall consist of all ***Engineering*** work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project ***Engineer*** and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval. However, in the event that a signed letter is issued from the MDOT District Materials Engineer stating that MDOT will perform the listed sampling and/or testing services, the CONSULTANT shall not be required to perform those services listed in the letter.

B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The Engineer daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project **Engineer** are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT *ENGINEER*.

The CONSULTANT shall furnish a resident Project ***Engineer***, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project ***Engineer*** and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project ***Engineer*** are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project *Engineer* dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project ***Engineer*** dealing with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project ***Engineer*** shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project ***Engineer***:

A. Schedules:
Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:
Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

a. Record the date of receipt of Shop Drawings and samples.

b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination.

c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

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a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.

c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.

c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.

d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.

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b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.

c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project ***Engineer***:

A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.

B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.

C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.

D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.

F. Shall not authorize the LPA to occupy the Project in whole or in part.

G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

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EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of $ 42,377.58 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the **CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA. Any additions to an existing Labor Hour Rate table via Letter Agreement and/or Supplemental Agreement shall utilize the overhead rate(s) applied to the original CONTRACT.** The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specifically identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).** The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. In addition, no meal reimbursement will be allowed when there is no overnight stay.

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not

exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Under no circumstances shall the CONSULTANT alter the personnel, classifications, and rates listed in the Labor Rate Schedule without an approved Letter Agreement signed by both parties.

Table 1: Rate Schedule for Labor Hours

PERSONNEL NAME	LABOR CLASSIFICATION	Loaded Rate
Elmore Moody	Principal/Project Engineer	160.19
	Engineer Intern/Project Manager	113.08
	Inspector I	56.54
	Inspector II	113.08
	Administrative Assistant	63.32

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed $ 42,377.58 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
42,377.58	0.00	0.00	42,377.58

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EXHIBIT 4

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATIENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000
PERIOD _____, 20__ THROUGH ____, 20__
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED _____, 20__, AS RELATES TO
PROJECT NO. __-___-___-____-___ IN_____ COUNTY, HIGHWAY_____.

CONSULTANT:
CUSTOMER NUMBER 0000000000 FILE NO. 000-000000

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
* LABOR COSTS	$	$	$
** DIRECT COSTS	$	$	$
PROJECT TOTAL	$	$	$

AMOUNT DUE THIS INVOICE: $

NOTE:
1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

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SUPPORTING DATA

Project No. 00-0000-00-000-00
County

Employee and Classification	Rate of Pay (in contract)	Current Period Hours	Previous Period Costs	Costs To Date
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	0.00	0.00	0.00	0.00
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			0.00	0.00
Project Total			0.00	0.00

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EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 . COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of $100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of $100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet it's goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel -- personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107--2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" -- for compliance with 23 CFR, Part 634.

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EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification: and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

(2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:

(f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding 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.

(g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding $100,000 and all sub-contractors shall certify and disclose accordingly.

DRAFT

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 4th day of August, 2026.

CIVILTech, Inc.

BY: Elmore Moody

Elmore Moody, P.E.

STATE OF MISSISSIPPI
STACIA BELL
NOTARY PUBLIC
Hinds County
Commission Expires
February 13, 2029
COMMISSION NUMBER 28004

ATTEST: Stacia Bell

My Commission Expires: February 13, 2029

Notary

DRAFT

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

(a) employ or retain, or agree to employ or retain, firm or person, or

(b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____day of _____, 20__.

City of Jackson

_____

John Horhn, Mayor

DRAFT

EXHIBIT 8

{Intentionally Left Blank}

DRAFT

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603,100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

1515464

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: Elmore Moody — Aug. 4, 2026

Authorized Officer or Agent — Date

Elmore Moody — Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 4th day of August, 20 26.

STATE OF MISSISSIPPI ★ STACIA BELL ★ NOTARY PUBLIC Hinds County Commission Expires February 18, 2029

Stacia Bell

NOTARY PUBLIC

My Commission Expires: February 18, 2029

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security in conjunction with the Social Security Administration.

{Insert the Cost Fee Schedule for CE and I Projects from the gomdot.com web site here}

DRAFT

FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

Monument Street Bridge Replacement Project

Prepared for:

Mississippi Department of Transportation

Project Number:
STP-7262-00(007) / 109279-701000
Jackson, MS

Prepared by: CiViLTech, Inc.

Date Submitted: *July 31, 2026*
Date Revised:

DRAFT

BILLING RATE TABLE

CiViLTech, Inc.

CONSTRUCTION ENGINEERING & INSPECTION

Home Overhead Rate [2]	110.0000%	%
FCCM (Home)		%
Field Overhead Rate [2]	110.0000%	%
FCCM (Field)		%
Profit	12.0000%	%

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate[3]	FCCM	Profit	Regular Billing Rate
Principal/Project Engineer	$ 68.11	$ 74.92	$ -	$ 17.16	$ 160.19
Engineering Intern/Project Manager	$ 48.08	$ 52.89	$ -	$ 12.12	$ 113.08
Inspector I	$ 24.04	$ 26.44	$ -	$ 6.06	$ 56.54
Inspector II	$ 48.08	$ 52.89	$ -	$ 12.12	$ 113.08
Administrative Assistant	$ 26.92	$ 29.61	$ -	$ 6.78	$ 63.32
{additional classifications}		$ -	$ -	$ -	$ -

OVERTIME BILLING RATES***

Classification	Raw Wage Rate	Audited OH Rate[3]	FCCM	Profit	Regular Billing Rate
Inspector I		$ -	$ -	$ -	$ -
Inspector II		$ -	$ -	$ -	$ -
{additional classifications}		$ -	$ -	$ -	$ -

[2] Approved by MDOT

[3] If needed, adjust formula to include appropriate overhead rate

*** *Overtime may only be allowable for those employees per Federal requirements.*

*** *Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5*

DRAFT

Risk Based Inspection (RBI) hours

Project Name: Monument Street Bridge Replacement

MDOT Project No.: STP-7262-00(007) / 109279-701000

Consulting Firm Name: CiViLTech, Inc.

Construction Schedule Approval Date:

Phase	Pay Item numbers	Risk Level (Low, Moderate, High)	Inspection Frequency (I, P, F)	Inspection Hours per Working Day	Phase Duration (Working Days)	Inspection Hours
Miscellaneous	201-202,209-237, 618-620	High	I	1	19	19
Excavation and Drainage	203	High	F	7	1	7
Base and Pavement	304,403,406, 503	High	F	7	3	21
Pedestrian Facilities	608,614	High	F	7	2	14
Traffic Safety	609	High	F	7	1	7
Pavement Markings	626	High	I	1	1	1
Bridges/Retaining Walls	630,803,806,815	High	F	7	23	161

Winter Months	Working Days Available	Maximum Additional Hours Considered per Working Day	Maximum Considered
December			
January			
February			

Total Inspection Hours Allowed 230

NOTES:

Refer to "Risk Based Inspection and Material Testing Guide Local Public Agency Projects"

Pay Item numbers should be shown here and on Construction Schedule

Risk Level and Inspection Frequency to be established in consultation with MDOT LPA Division/Engineer

Inspection hours should show low end of range unless a valid reason is presented in writing below

Phase Duration is taken from the Construction Schedule

Winter Month hours may be used if Construction Schedule shows overlay of those months

Request for increase in hour range beyound the standard minimum:

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HOUR DISTRIBUTION / LABOR COSTS

CIViLTech, Inc.

CONSTRUCTION ENGINEERING & INSPECTION

STP-7262-00(007) / 109279-701000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
	6	7	11	15	19	20	21	21	20	16	11	5			
Principal/Project Engineer									10	10	10	10	40	$ 160.19	$ 6,407.60
Engineering Intern/Project Manager									16	16	12	12	56	$ 113.08	$ 6,332.48
Inspector I									50	40	20	5	115	$ 56.54	$ 6,502.10
Inspector II									50	40	20	5	115	$ 113.08	$ 13,004.20
Administrative Assistant									40	40	40	40	160	$ 63.32	$ 10,131.20
(additional classifications)													0	$ -	$ -

Labor Subtotal (Regular) $ 42,377.58

STP-7262-00(007) / 109279-701000

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
	6	7	11	15	19	20	21	21	20	16	11	5			
Inspector I													0	$ -	$ -
Inspector II													0	$ -	$ -
(additional classifications)													0	$ -	$ -

Labor Subtotal (Overtime) $ -

STP-7262-00(007) / 109279-701000

PARTICIPATING OVERTIME HOURS

POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
	6	7	11	15	19	20					11	5			
Principal/Project Engineer															$
Engineering Intern/Project Manager															$
Inspector I															$
Inspector II															$
Administrative Assistant															$
(additional classifications)													0	$ -	$ -

Participating Direct Cost $

CONTRACTOR's Project Completion Time: 50 Productive Days

Construction Cost Estimate: $1,141,524.50

DIRECT COSTS ****

CiViLTech, Inc.

CONSTRUCTION ENGINEERING & INSPECTION

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	(OTHER)	MONTH TOTAL
Principal/Project Engineer						$ -
Engineering Intern/Project Manager						$ -
Inspector I						$ -
Inspector II						$ -
Administrative Assistant						$ -
(additional classifications)						$ -
				TOTAL		$ -

**** Provide detail for breakdown of Direct Costs

For Example:

5 nights hotel at $85 per night

50 miles at $.56 per mile *per 2 hours/day*

6 days meals of $41

DRAFT

BILLING RATE TABLE

{name of SubConsultant}

CONSTRUCTION ENGINEERING & INSPECTION

Home Overhead Rate [2]	110.0000	%
FCCM (Home)		%
Field Overhead Rate [2]	110.0000	%
FCCM (Field)		%
Profit	15.0000	%

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate[3]	FCCM	Profit
Principal		$ -	$ -	$ -
Project Manager		$ -	$ -	$ -
Project Engineer		$ -	$ -	$ -
Inspector I		$ -	$ -	$ -
Inspector II		$ -	$ -	$ -
Administrative Assistant		$ -	$ -	$ -
{additional classifications}		$ -	$ -	$ -

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate[3]	FCCM	Profit
Inspector I	$ -	$ -	$ -	$ -
Inspector II	$ -	$ -	$ -	$ -
{additional classifications}		$ -	$ -	$ -

[2] Approved by MDOT

[3] If needed, adjust formula to include appropriate overhead rate

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HOUR DISTRIBUTION / LABOR COSTS

{name of SubConsultant}

CONSTRUCTION ENGINEERING & INSPECTION

STP-7262-60(007) / 109279-701000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
	6	7	11	15	19	20	21	21	20	16	11	5			
Principal													0	$ -	$ -
Project Manager													0	$ -	$ -
Project Engineer													0	$ -	$ -
Inspector I													0	$ -	$ -
Inspector II													0	$ -	$ -
Administrative Assistant													0	$ -	$ -

Labor Subtotal (Regular) $ -

STP-7262-60(007) / 109279-701000

OVERTIME

POSITION TITLE	Overtime Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
	6	7	11	15	19	20	21	21	20	16	11	5			
Inspector I													0	$ -	$ -
Inspector II													0	$ -	$ -

Labor Subtotal (Overtime) $ -

STP-7262-60(007) / 109279-701000

PARTICIPATING DRIVE HOURS

POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
	6	7	11	15	19	20	21	21	20	16	11	5			
Principal														$ -	$ -
Project Manager															$ -
Project Engineer															$ -
Inspector I													0		$ -
Inspector II													0	$ -	$ -
Administrative Assistant													0	$ -	$ -

Participating Drive Cost $ -

DIRECT COSTS ****

{name of SubConsultant}

CONSTRUCTION ENGINEERING & INSPECTION

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	*{OTHER}*	MONTH TOTAL
Principal						$ -
Project Manager						$ -
Project Engineer						$ -
Inspector I						$ -
Inspector II						$ -
Administrative Assistant						$ -
				TOTAL		$ -

**** Provide detail for breakdown of Direct Costs

For Example:

5 nights hotel at $85 per night

50 miles at $.56 per mile *per 2 hours/day*

6 days meals of $41

DRAFT

ESTIMATED MAXIMUM FEE FOR TESTING SERVICES

Project Name	Monument Street Bridge Replacement Project
MDOT Project No.	STP-7262-00(007) / 109279-701000
Testing Firm Name	
MDOT District Material Engineer Approval Date for the S&T Report	

Home Overhead Rate [2]		%
FCCM (Home)		%
Field Overhead Rate [2]		%
FCCM (Field)		%
Profit		%

Classification	Hours	Raw Wage Rate	Audited OH Rate	Profit	FCCM	Regular Billing Rate	Total
Sr. Project Manager		$ -	$ -	$ -	$ -	$ -	$ -
Project Manager		$ -	$ -	$ -	$ -	$ -	$ -
Project Engineer		$ -	$ -	$ -	$ -	$ -	$ -
Admin. Assistant		$ -	$ -	$ -	$ -	$ -	$ -
H&S Off.		$ -	$ -	$ -	$ -	$ -	$ -
Sr. Field Insp.		$ -	$ -	$ -	$ -	$ -	$ -

SUBTOTAL - LABOR COSTS $ -

LPA Project Sampling and Testing Requirements

Item Number and Item	Test	Frequency	Number of Test	Unit Cost	Total Cost
203 Borrow	Proctor	Low		$ -	$ -
307 Lime	Density	Low		$ -	$ -
403 Asphalt	Crushing	High		$ -	$ -
	Density	High		$ -	$ -
Other				$ -	$ -

SUB-TOTAL - LPA Project Sampling and Testing Requirements $ -

EXPENSE ITEMS	Quantity	Unit	Rate	Total Cost
Automobile Travel		Miles	$ -	$ -

SUB-TOTAL - EXPENSE ITEMS $ -

TOTAL PROPOSED FEE $ -

NOTES:

(Provide notes similar to breakdown example provided below)

The above quantities are estimated using the 2020 LPA Project Sampling and Testing Requirements based on a Low Risk and the approved Sampling and Testing Proposal. Multiple trips will likely be required to pickup soil and concrete samples due to the contractor's operation and not all material being delivered to the site at one time. The breakdown below outlines the number for trips and hours per trip for each of the pay items that will require testing. Technician hours are based on 5 - 3 hour trip to the project site for earthwork and aggregate base testing, 6 - 4 hour trips for concrete testing, 3 - 1 hour trips for asphalt densities, and 6 - 1 hour trips for sample and cylinder pickup. 1 hour clerical per technician testing trip. 0.75 hours project manager per materials testing trip and 8 hours for meetings. 0.5 hours project engineer per concrete testing trip. 0.5 hours materials engineer per technician testing trip and 4 hours for meetings. Mileage is based on 4 miles per trip.
The time shown for the Project Engineer and Admin. Assistant is for the preparation and review of reports. The Principal time shown is for overall review of testing work and reporting.

Senior Field Inspector Trip and Hourly Summary

Description	Trips	Hours/Trip	Hours	Miles/ Trip	Miles
Sample Pickup - 203	3	1	3	60	180
Sample Pickup - 307	5	1	5	60	300
Sample Pickup - 403	6	1	6	60	360
Totals	14		14		840

DRAFT

Estimate of PDA Mobilization Cost per mile				
Miles one-way	miles round trip	No. of round trips	miles/hr	no. of hours
hourly wage [1]	raw labor	overhead	total labor	COST PER MILE
			$ -	$ -

(1) 1 Engineer @ $xx/hour avg raw labor rate

	UNIT	ROUND TRIP ALL SITES	2016 MAC Estimated	ESTIMATED COST
PDA Mobilization	cost/mile	0 miles	$ -	$ -
Demobilization				
PDA Testing	per 1/4 day (3hrs)	0		$ -
	Total PDA field testing		$	-

No. of Test Piles	No. of EOIDs	1-Day Restrikes	7-Day Restrikes	Total PDA tests

PDA Test Pile No.	No. Qtrs for EOID	No. Qtrs for 1-Day Restrike	No. Qtrs for 7-Day Restrike	Total No. of Qtrs/test pile
1				
2				

Total Project PDA Qtrs 0

(includes engineer salary for travel time to & from site plus on-site testing cost

MDOT Process Item Description	No. of Sheets	Estimated Office Hours: Principal	Project Manager	Discipline Manager	Engineer	Engineer Intern	Designer	Admin II	Sr. Field Technician	Total Hours	Total Cost
(example: Initial Drive 1-day and 7-day Restrikes for each test pile (total two piles, 6 Total PDA tests), One Bridge Site)											
Travel										0.0	0.0
CAPWAP Analyses										0.0	0.0
WEAP Analyses										0.0	0.0
Report										0.0	0.0
Totals		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0
Total Hours											
Raw Labor Rates											
Labor Cost											

Overhead	%	
Fixed Fee	%	
FCCM Overhead	%	
SUBTOTAL - LABOR COSTS		$ -

EXPENSE ITEMS	Quantity	Unit	Unit Cost	Total Cost	Cost
Equipment					$0.00
Meal					$0.00
Per Diem					$0.00
Mileage					$0.00

SUB-TOTAL - EXPENSE ITEMS $0.00

TOTAL PROPOSED FEE $ -

Total cost / pile $ -

DRAFT

21

ORDER AMENDING THE ORDER AUTHORIZING AN AGREEMENT WITH UPCHURCH SERVICES, LLC FOR A PREVENTIVE MAINTENANCE AGREEMENT FOR THE MISSISSIPPI MUSEUM OF ART BUILDING ENVIRONMENTAL SYSTEMS

WHEREAS, on July 14, 2026, the City Council authorized an Agreement with Upchurch Services, LLC, in the amount of $36,175.00 per year, for preventive maintenance of the environmental systems at the Mississippi Museum of Art building, located at 380 S. Lamar Street, Jackson, Mississippi 39201; and

WHEREAS, the Agreement provided for a one-year term commencing May 1, 2026, and ending April 30, 2027; and

WHEREAS, Upchurch Services, LLC did not begin performance under the Agreement until August 1, 2026; and

WHEREAS, the City was advised by the Mississippi Museum of Art that Upchurch Services, LLC requested that the term of the Agreement commence August 1, 2026; and

WHEREAS, the Agreement has been executed, and the parties desire to amend only the commencement and expiration dates of the one-year term; and

WHEREAS, all other terms and conditions of the Agreement, including the annual contract price of $36,175.00 and quarterly payments of $9,043.75, remain unchanged; and

WHEREAS, the Department of Public Works recommends approval of the amendment.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Amendment No. 1 to the Agreement with Upchurch Services, LLC, changing the one-year contract term from May 1, 2026, through April 30, 2027, to August 1, 2026, through July 31, 2027.

IT IS FURTHER ORDERED that Amendment No. 1 shall not change the scope of services, compensation, termination provisions, or any other term or condition of the Agreement; except for the amended contract dates, the Agreement remains in full force and effect.

Agenda Item No. 21
8.25.2026
(Anderson, Horhn)

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
8/18/2016

OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING THE ORDER AUTHORIZING AN AGREEMENT WITH UPCHURCH SERVICES, LLC FOR A PREVENTIVE MAINTENANCE AGREEMENT FOR THE MISSISSIPPI MUSEUM OF ART BUILDING ENVIRONMENTAL SYSTEMS** is legally sufficient for placement in NOVUS Agenda.

Sondra D. Moncure
SONDRA MONCURE, *SPECIAL ASSISTANT*

8/18/2016
DATE

Terry Williamson, *Legal Counsel*

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 18, 2026, 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AMENDING THE ORDER AUTHORIZING AN AGREEMENT WITH UPCHURCH SERVICES, LLC FOR A PREVENTIVE MAINTENANCE AGREEMENT FOR THE MISSISSIPPI MUSEUM OF ART BUILDING ENVIRONMENTAL SYSTEMS**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Economic Development Quality of Life Infrastructure and Transportation
3.	**Who will be affected**	Mississippi Museum of Art
4.	**Benefits**	Maintains the environmental systems necessary to preserve the art displayed and stored in the building.
5.	**Schedule (beginning date)**	Amended term: August 1, 2026, through July 31, 2027.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 7; Mississippi Museum of Art, 380 S. Lamar Street, Jackson, Mississippi 39201.
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Department of Public Works, Facilities Management Division, through Upchurch Services, LLC.
8.	**COST**	$36,175.00 per year; no change.
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	001.453.00.6468

Revised 2-04

City of Jackson
Department of Public Works

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: August 18, 2026

Agenda Item: **ORDER AMENDING THE ORDER AUTHORIZING AN AGREEMENT WITH UPCHURCH SERVICES, LLC FOR PREVENTIVE MAINTENANCE OF THE MISSISSIPPI MUSEUM OF ART BUILDING ENVIRONMENTAL SYSTEMS**

Council Meeting: Regular Council Meeting, August 25, 2026

Consultant/Contractor: Upchurch Services, LLC

Purpose: To amend the contract term so that it begins August 1, 2026, and continues for one year through July 31, 2027.

Cost: $36,175.00 per year; no change.

Project/Contract Type: Maintenance Service Contract Amendment

Funding Source: 001.453.00.6468

Schedule/Time: Amended term: August 1, 2026, through July 31, 2027.

Background: The City's existing Agreement with Upchurch Services, LLC provides preventive maintenance for the environmental systems at the Mississippi Museum of Art building. The Agreement was signed, but Upchurch Services, LLC did not begin performance until August 1, 2026. The Mississippi Museum of Art advised that Upchurch Services, LLC requested an August 1, 2026, commencement date. Amendment No. 1 changes only the one-year term to August 1, 2026, through July 31, 2027; all other terms, including compensation, remain unchanged. The Department of Public Works recommends approval.

Please contact me at (601) 960-2091, if you have any questions.

AMENDMENT NO. 1 TO PREVENTIVE MAINTENANCE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND UPCHURCH SERVICES, LLC

This Amendment No. 1 ("Amendment") is made by and between the City of Jackson, Mississippi ("City"), and Upchurch Services, LLC ("Contractor"), collectively the "Parties," concerning the existing Preventive Maintenance Agreement for the environmental systems at the Mississippi Museum of Art building (the "Agreement").

WHEREAS, the Agreement provides for a one-year term commencing May 1, 2026, and ending April 30, 2027; and

WHEREAS, the Agreement has been executed, and the Parties desire to change the commencement date because Contractor did not begin performance until August 1, 2026 and requested that the term commence August 1, 2026;

NOW, THEREFORE, the Parties agree as follows:

1. Contract Term. The Agreement's one-year term is amended to commence August 1, 2026, and to continue through July 31, 2027.

2. No Other Changes. Except for the amended contract term stated above, all other terms and conditions of the Agreement remain unchanged and in full force and effect, including the annual contract price of $36,175.00 and quarterly payments of $9,043.75.

3. Conflict. If a conflict exists between this Amendment and the Agreement, this Amendment controls solely with respect to the contract dates addressed in this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 by their duly authorized representatives.

CITY OF JACKSON, MISSISSIPPI

By: _____
John Horhn, Mayor
Date: _____

UPCHURCH SERVICES, LLC

By: _____
Name: _____
Title: _____
Date: _____

ORDER AUTHORIZING AN AGREEMENT WITH UPCHURCH SERVICES, LLC FOR A PREVENTIVE MAINTENANCE AGREEMENT FOR THE MISSISSIPPI MUSEUM OF ART BUILDING ENVIRONMENTAL SYSTEMS.

WHEREAS, Upchurch Services, LLC has been providing preventive maintenance services for the Mississippi Museum of Art Building environmental systems since 2023; and

WHEREAS, the City pays for this service as lessor under the terms of the lease agreement for the building with the Mississippi Museum of Art, the lessee; and

WHEREAS, the Mississippi Museum of Art is recommending that the City enter into a new agreement with Upchurch Services, LLC to continue providing the same services because the Mississippi Museum of Art requires consistency in the environment of the building to preserve the works of art displayed and stored in the building and Upchurch Services, LLC has performed its duties under the previous agreements exceptionally; and

WHEREAS, the agreement provides filter changes four times a year, including replacement of MERV 8 filters; and

WHEREAS, the preventive maintenance on the covered equipment includes:

Job labor, and travel expenses required to clean, align, tighten, adjust, and lubricate equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency with the following typical activities included:

-CLEANING coil surfaces; electrical contacts; burner orifices; passages and nozzles; pilot and Igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc
-CHANGING belts and filters on air handling equipment.
-ALIGNING belt drives; drive couplings; etc.
-TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.
-ADJUSTING belt tension; super heat; fan RPM; water feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc;
-LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.; and

WHEREAS, the operational inspections of the covered equipment include:

Job labor and travel expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency with the following typical activities included:
-TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.
-INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.; and

WHEREAS, the equipment covered under the agreement is as follows:

Chiller 1 /155 ton
Chill water Pump
Chiller 2 /155 ton
Chill water Pump
Variable Frequency Drive #1

Variable Frequency Drive #2
Variable Frequency Drive #3
Variable Frequency Drive #4
Variable Frequency Drive #5
AHU 1
AHU 2
AHU 3
AHU 4
RTU 1
Humidifiers #1
Humidifiers #2
Humidifiers #3
Humidifiers #4

WHEREAS, the agreement covers preventive maintenance on all HVAC equipment, which includes the following:

Filter changes four times per year;
Belts will be changed on Air Handling Units one time per year;
Chiller condenser coils will be chemically cleaned one time per year;
One Annual HVAC Preventive Maintenance and three Operating inspections will be performed per year.

WHEREAS, the agreement provides the following basic preventative maintenance for building controls:

- Provide scissor lift to access VAV boxes for each scheduled controls preventative maintenance
- Quarterly site visits to monitor system operation and identify system deficiencies
- Update firmware when updates are available
- Backup of building controllers and graphics
- Support by Southern Controls Technicians

WHEREAS, all required repairs to covered equipment will be performed at "Preferred Customer Rates," which is a discount on normal rates and which is subject to change on an annual basis or as economic conditions change; and

WHEREAS, either party may terminate the agreement upon thirty (30) days' written notice; and

WHEREAS, the term of the Contract shall be for one year commencing on May 1, 2026; and

WHEREAS, the contract price is $36,175.00 per year, payable $9,043.75 per quarter; and

WHEREAS, the terms and conditions of the Agreement are as follows:

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Contract will be performed during the Contractor's normal working hours.

2. The annual Contract price is conditioned upon the system(s) covered being in a maintainable condition, if the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer

not authorize the repairs, Contractor may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual contract price accordingly or cancel this Contract.

3. Customer will promptly pay the undisputed portion of invoices within forty-five (45) days of receipt. Should a payment become more than forty-five (45) days delinquent, Contractor may stop all work under this Contract after providing notice and allowing an opportunity to cure by making payment within fourteen (14) days' notice.

4. Any alteration to, or deviation from, this contract involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Contract.

5. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Contract.

6. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Contract. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Contract or eliminate the involved item of equipment from inclusion in this Contract.

7. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.

8. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

9. To the extent permitted by Mississippi law, Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customers facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the Customer's facility, arising out of or In connection with the Contractor's work under this contract, Including without limitation any illness, injury, or damage resulting In any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).

10. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials, or any fungus(es) or spore(s); substance, vapor or gas produced by or arising out of any fungus(es) or spore(s); or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s). In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

11. This Contract does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Contractor's rates then in effect.

WHEREAS, the Department of Public Works recommends that the governing authorities authorize the Mayor to enter into an Agreement with Upchurch Services, LLC for preventive maintenance of the building environmental systems at the Mississippi Museum of Art.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Agreement with Upchurch Services, LLC in the amount of $36,175.00, in accordance with the terms set forth herein for the preventive maintenance of the building environmental systems at the Mississippi Museum of Art, located at 380 S. Lamar Street, Jackson, MS 39201.

Council Member Stokes moved adoption; **Council Member Hartley** seconded.

Yeas – Brown-Thomas, Clay, Foote, Hartley, Parkinson and Stokes.
Nays – None.
Abstentions – Grizzell.
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 July 14, 2026. 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.

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OFFICE OF THE CITY ATTORNEY
8/18/26

RESOLUTION DECLARING INTENTION TO INCREASE THE LEVY OF THE TOURIST AND CONVENTION TAX CURRENTLY LEVIED ON THE GROSS PROCEEDS OF ROOM RENTALS OF HOTELS AND MOTELS BY ONE PERCENT (1%) AND ON THE GROSS PROCEEDS OF SALES AT RESTAURANTS BY ONE-HALF OF ONE PERCENT (.5%) FOR THE PURPOSE OF PROVIDING FUNDS TO THE JACKSON CONVENTION AND VISITOR'S BUREAU, AS AUTHORIZED BY SENATE BILL 3328, ENACTED BY THE MISSISSIPPI LEGISLATURE DURING ITS 2026 REGULAR SESSION, AND SETTING AN ELECTION ON THE QUESTION OF WHETHER SUCH TAX SHOULD BE LEVIED.

WHEREAS, Senate Bill 3328 authorizes the City Council to adopt a resolution declaring its intention to levy the increased tourist and convention tax, setting forth the amount of the tax to be levied, the date upon which the tax shall become effective, and calling for an election to be held on the question of whether the tax should be levied; and

WHEREAS, the Mississippi Legislature, during its 2026 Regular Session, passed Senate Bill 3328, and Governor Tate Reeves signed Senate Bill 3328 into law on April 8, 2026. Senate Bill 3328 extends the repeal date of the local and private law that created the Jackson Convention and Visitors Bureau until 2030; and

WHEREAS, Senate Bill 3328 further authorizes an increase in the current tourism and convention tax levied on the gross proceeds of room rentals of hotels and motels by one percent (1%) and on the gross proceeds of sales at restaurants, including but not limited to the sale of beer and alcoholic beverages sold to be consumed on the premises, by one-half of one percent (.5%); and

WHEREAS, before any tax authorized under Section 7(2)(b) of 2026 Senate Bill 3328, the governing authorities of the City of Jackson, Mississippi must adopt a resolution declaring their intention to levy an increase on the tourist and convention tax on the gross proceeds of room rentals of hotels and motels from 1% to 2% and on the gross proceeds of sales at restaurants from 1% to 1.5.%; and

WHEREAS, the taxes authorized by Senate Bill 3328 are levied for the purpose of providing funds to the Jackson Convention and Visitor's Bureau; and

WHEREAS, the Jackson Convention and Visitors Bureau was created by local and private legislation in 1999; and

WHEREAS, the participation of the Jackson Convention and Visitors Bureau is vital to advancing the economic vitality of the City of Jackson and strengthening the City's competitive advantage in recruiting events, meetings, conventions, and activities for current and future years; and

WHEREAS, the Jackson Convention and Visitors Bureau requires adequate funding to support its endeavors; and

WHEREAS, increasing the current tourism tax levied on hotels and motels by 1% and on restaurants by one-half of one percent (.5%) is reasonable as following the increased levy, the total tourist and convention tax levied on the gross proceeds of room rentals of hotels and motels will be

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(D.Martin, Horhn)

two percent (2%), and the total tourist and convention tax levied on the gross proceeds of sales at restaurants, including but not limited to the sale of beer and alcoholic beverages sold to be consumed on the premises, will be one and one-half percent (1.5%); and

WHEREAS, Senate Bill 3328 authorizes the City Council to set a date for the election on the question of whether the tax should be levied.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI:

Pursuant to the provisions of Senate Bill 3328, enacted during the 2026 Regular Session of the Mississippi Legislature, the City of Jackson intends to increase the levy of the tourist and convention tax levied on the gross proceeds of room rentals of hotels and motels by one percent (1%) and on the gross proceeds of sales at restaurants, including but not limited to the sale of beer and alcoholic beverages sold to be consumed on the premises, by one-half of one percent (.5%).

Following the increased levy, the total tourist and convention tax levied on hotels and motels will be two percent (2%), and the total tourist and convention tax levied on restaurants, including but not limited to the sale of beer and alcoholic beverages sold to be consumed on the premises, will be one and one-half percent (1.5%).

An election shall be held on **November 3, 2026**, on the question of whether the additional tax should be levied, where all qualified electors of the City of Jackson may vote.

The ballot used in such election will include the following brief statement of the amount and purposes of the proposed tax levy, the language of which has been approved by the Mississippi Secretary of State:

> Shall the City of Jackson increase the tourism tax to support efforts to attract more visitors, conventions, sporting events, cultural events, and tourism-related economic activity to Jackson by:
>
> - Increasing the restaurant and prepared food tax by 0.5%; and
> - Increasing the hotel, lodging, and vacation rental tax by 1%;
>
> With the additional revenue dedicated solely to Jackson Convention & Visitors Bureau d/b/a Visit Jackson for destination marketing, convention sales, tourism promotion, visitor services, and economic development initiatives that generate visitor spending, jobs, and tax revenue for the City of Jackson.
>
> _____ **"FOR THE TAX" - YES**
>
> _____ **"AGAINST THE TAX" - NO**

The ballot shall also include the words "FOR THE TAX" and, on a separate line, "AGAINST THE TAX" and the voters shall vote by placing a cross (x) or check (✓) opposite their choice on the proposition.

Upon canvass and certification of the election results, if at least sixty percent (60%) of the qualified electors voting in the election vote in favor of the tax, the increased levy shall become effective thirty (30) days after the date on which the election results are officially certified.

BE IT FURTHER RESOLVED that the Clerk of Council is directed to publish the notice of intention and election once each week for at least three (3) consecutive weeks in a newspaper of general circulation and the publication of the notice must not be made less than twenty-one (21) days before the date of the election, as set forth below, and not more than seven (7) days before the election.

BE IT FURTHER RESOLVED that the Clerk of Council is directed to furnish a certified copy of the resolution evidencing the tax to the Mississippi Department of Revenue at least thirty (30) days prior to the effective date of the tax.

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
8/18/26

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION DECLARING INTENTION TO INCREASE THE LEVY OF THE TOURIST AND CONVENTION TAX CURRENTLY LEVIED ON HOTELS AND MOTELS BY ONE PERCENT (1%) AND ON RESTAURANTS BY ONE-HALF OF ONE PERCENT (.5%) FOR THE PURPOSE OF PROVIDING FUNDS TO THE JACKSON CONVENTION AND VISITOR'S BUREAU, AS AUTHORIZED BY SENATE BILL 3328, ENACTED BY THE MISSISSIPPI LEGISLATURE DURING ITS 2026 REGULAR SESSION, AND SETTING AN ELECTION ON THE QUESTION OF WHETHER SUCH TAX SHOULD BE LEVIED** is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure 8/18/26

Sondra Moncure, *Special Assistant* **Date**
Megan Bennett, *Deputy City Attorney* MB

MISSISSIPPI LEGISLATURE REGULAR SESSION 2026

By: Senator(s) Frazier, Mumford, Norwood, Blount, Michel

To: Finance; Local and Private

SENATE BILL NO. 3328

AN ACT TO AMEND CHAPTER 909, LOCAL AND PRIVATE LAWS OF 1999, AS LAST AMENDED BY CHAPTER 930, LOCAL AND PRIVATE LAWS OF 2022, TO EXTEND THE DATE OF REPEAL ON THE PROVISIONS OF LAW THAT CREATE THE JACKSON CONVENTION AND VISITORS BUREAU AND IMPOSE A TAX ON THE GROSS PROCEEDS OF SALES OF RESTAURANTS, HOTELS AND MOTELS FOR THE PURPOSE OF PROVIDING FUNDS FOR THE BUREAU; TO AUTHORIZE AN ADDITIONAL TAX OF 1% ON THE SALES OF HOTELS AND MOTELS AND 1/2% ON THE SALES OF RESTAURANTS; TO REQUIRE THAT AN ELECTION BE HELD ON THE QUESTION OF WHETHER SUCH TAX MAY BE LEVIED; AND FOR RELATED PURPOSES.

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

SECTION 1. Chapter 909, Local and Private Laws of 1999, as amended by Chapter 941, Local and Private Laws of 2004, as amended by Chapter 958, Local and Private Laws of 2008, as amended by Chapter 954, Local and Private Laws of 2011, as amended by Chapter 937, Local and Private Laws of 2015, as amended by Chapter 954, Local and Private Laws of 2018, as amended by Chapter 928, Local and Private Laws of 2019, as amended by Chapter 930, Local and Private Laws of 2022, is amended as follows:

Section 1. As used in this act, the following terms shall have the meanings ascribed to them in this section unless otherwise clearly indicated by the context in which they are used:

(a) "Bureau" means the Jackson Convention and Visitors Bureau.

(b) "Council" means the City Council of the City of Jackson, Mississippi.

(c) "Hotel" or "motel" means and includes a place of lodging that at any one time will accommodate transient guests on a daily or weekly basis and that is known to the trade as such, and which is located within the city limits of Jackson, Mississippi. Such terms shall not include a place of lodging with ten (10) or less rental units.

(d) "Mayor" means the Mayor of the City of Jackson, Mississippi.

(e) "Restaurant" means and includes all places where prepared food is sold and whose annual gross proceeds of sales or gross income for the preceding calendar year equals or exceeds One Hundred Thousand Dollars ($100,000.00), and which are located within the city limits of Jackson, Mississippi. The term "restaurant" shall not include any nonprofit organization that is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code. For the purpose of calculating gross proceeds of sales or gross income, the sales or income of all establishments owned, operated or controlled by the same person, persons or corporation shall be aggregated.

Section 2. There is hereby created the Jackson Convention and Visitors Bureau to be constituted and appointed as provided in Section 3 of this act.

Section 3. (1) The terms of the current members of the Jackson Convention and Visitors Bureau shall expire on July 1, 2019. Thereafter the bureau shall consist of nine (9) members, who shall be appointed, qualify and take office within ninety (90) days after July 1, 2019, and the appointments to the bureau and, if applicable, the initial terms of the appointments made on or after July 1, 2019, shall be as follows:

(a) The two (2) hotel/motel members representing hotel or motel properties located within the city limits of Jackson, Mississippi, who are members of the Capital * * * City Convention Center Commission.

(b) The two (2) restaurant members appointed who are members of the Capital * * * City Convention Center Commission.

(c) One (1) member representing the business community in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years. This member and his or her successors shall be appointed by the mayor with confirmation by the council after being selected from a panel of two (2) names submitted by the Jackson Chamber of Commerce. The names submitted by the Jackson Chamber of Commerce shall be those of persons who represent businesses located within the city limits of Jackson, Mississippi.

(d) One (1) member representing the arts community in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years.

(e) One (1) member representing the education community appointed by the mayor with confirmation by the council for a term of four (4) years.

(f) One (1) member representing the attractions industry in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years. This member and his or her successors shall be residents of the City of Jackson appointed by the mayor with confirmation by the council after being selected from a panel of two (2) names submitted by the Metro Jackson Attractions Association.

(g) One (1) at-large member appointed by the mayor with confirmation by the council for a term of four (4) years.

(2) (a) All succeeding appointments shall be made for a term of four (4) years from the date of expiration of the initial appointment. Any vacancy which may occur shall be filled by the mayor within ninety (90) days after such vacancy occurs in the same manner as the original appointment and shall be made for the unexpired term. Each member of the bureau shall serve until his or her successor is appointed and qualified; however, no member shall serve longer than ninety (90) days after the expiration of his or her term at which time the membership shall be vacant until an appointment is made under subsection (1) of this section.

(b) No member of the bureau shall be an employee of the City of Jackson or Hinds County. No member of the bureau shall be an elected official.

(c) The General Manager of the Capital City Convention Center shall serve as an ex officio nonvoting member of the bureau.

(3) Any member may be disqualified and removed from office for any one (1) of the following reasons:

(a) Conviction of a felony; or

(b) Failure to attend three (3) consecutive meetings without just cause; or

(c) Illegal use of a bureau motor vehicle as provided in Section 12 of this act.

If a member of the bureau is removed for one (1) of the above reasons, the vacancy shall be filled in the manner prescribed in this section.

SECTION 4. Before entering upon the duties of the office, each appointed member of the bureau shall enter into and give bond to be approved by the Secretary of State of Mississippi in the sum of Twenty-five Thousand Dollars ($25,000.00), conditioned upon the faithful performance of his or her duties. Such bond shall be payable to the State of Mississippi and, in the event of a breach thereof, suit may be brought by the State of Mississippi for the benefit of the bureau.

Section 5. When the members of the bureau shall have been appointed and qualified as set forth herein, they shall establish quarters and conduct a meeting after giving not less than ten (10) days' notice of the time and place of such meeting by registered mail, postage prepaid, directed to each appointed member of the bureau at his or her regular address given to the Secretary of State at the time of his or her qualification and posting bond. At such meeting a quorum shall consist of a majority of the members of the bureau and a majority of those members attending shall elect a president and secretary, both of whom shall be members of the bureau, and adopt such rules and regulations as may govern the time and place for holding subsequent meetings, regular and special, and other rules and regulations not inconsistent with the provisions of this act.

The bureau is further authorized to contract for the employment of personnel, supplies, furnishings and other facilities necessary to administer the affairs and duties of the bureau and to pay for same out of the revenue provided by this act.

Section 6. The bureau shall have jurisdiction and authority over all matters relating to the establishment, promotion and development of tourism and conventions and related matters within the City of Jackson, Mississippi.

The bureau is authorized to contract for the furnishing, equipping and operation of any facilities necessary or useful in

the promotion of tourism and conventions, to receive and expend, subject to the provisions of this act, revenues from any source.

Section 7. (1) For the purpose of providing funds for the promotion of tourism and conventions, there is hereby levied, assessed and shall be collected from every person engaging in or doing business in the City of Jackson, Mississippi, as specified herein, a tax which may be cited as a "tourist and convention tax," which shall be in addition to all other taxes now imposed, as hereinafter provided.

(2) (a) Such tax shall be one percent (1%) of the gross proceeds of sales of restaurants, hotels and motels, including, but not limited to, sales of beer and alcoholic beverages sold to be consumed on the premises.

(b) In addition to the tax authorized in paragraph (a) of this subsection, there is authorized a tax of one percent (1%) of the gross proceeds of room rentals of hotels and motels, and one-half percent (1/2%) of the gross proceeds of sales of restaurants, including, but not limited to, sales of beer and alcoholic beverages sold to be consumed on the premises.

(3) Persons liable for the tax imposed herein shall add the amount of tax to the sales price or gross proceeds of sales, and in addition thereto shall collect, insofar as practicable, the amount of the tax due by him from the person receiving the services or goods at the time of payment therefor.

(4) Such tax shall be collected by and paid to the Department of Revenue on a form prescribed by the Department of Revenue, in the same manner that state sales taxes are computed, collected and paid; and the full enforcement provisions and all other provisions of Chapter 65, Title 27, Mississippi Code of 1972, shall apply as necessary to the implementation and administration of this act.

(5) The proceeds of such tax, less three percent (3%) thereof which shall be retained by the Department of Revenue to defray the cost of collection, shall be paid to the city on or before the fifteenth day of the month following the month in which collected by the Department of Revenue. The city, in turn, shall remit the funds to the bureau not later than ten (10) days after receiving the funds from the Department of Revenue.

(6) The proceeds of the tax shall not be considered by the city as general fund revenues and shall be dedicated solely for the purpose of carrying out programs and activities which are designated by the Jackson Convention and Visitors Bureau and which are designed to attract conventions and tourists into Jackson, Mississippi.

(7) As a condition of the receipt of any funds provided by the bureau for the support of any event, the person or organization receiving such funds shall provide the bureau with a written accounting of all expenditures of such funds. Such

accounting shall be made available to the public under the provisions of the Mississippi Public Records Act of 1983.

Section 8. (1) Before the taxes authorized by Section 7(2)(a) of this act shall be imposed, the governing authorities of the City of Jackson shall adopt a resolution declaring their intention to levy the tax, setting forth the amount of such tax and establishing the date on which this tax initially shall be levied and collected. This date shall be not less than the first day of the second month from the date of adoption of the resolution.

The resolution shall be published in a local newspaper at least twice during the period from the adoption of the resolution to the effective date of the taxation prescribed in this act, with the last publication being made no later than ten (10) days prior to the effective date of such taxation. A certified copy of the resolution shall be furnished to the Department of Revenue at least thirty (30) days prior to the date on which the tax shall be initially levied and collected.

(2) If the tax levied under Section 7(2)(a) of this chapter was imposed without a vote of the electorate, the governing authorities of the City of Jackson, Mississippi, shall, within sixty (60) days after the effective date of Senate Bill No. 2910, 2015 Regular Session, by resolution spread upon their minutes, declare the intention of the governing authorities to continue imposing the tax and describe the tax levy including the tax rate,

annual revenue collections and the purposes for which the proceeds are used. The resolution shall be published once each week for at least three (3) consecutive weeks in a newspaper having a general circulation in the city. The first publication of the notice shall be made within fourteen (14) days after the governing authorities adopt the resolution declaring their intention to continue the tax. If, on or before the date specified in the resolution for filing a written protest, which date shall be not less than forty-five (45) days and not more than sixty (60) days after the governing authorities adopt the resolution, twenty percent (20%) or one thousand five hundred (1,500), whichever is less, of the qualified electors of the city file a written petition against the levy of the tax, an election shall be called and held with the election to be conducted at the next special election day as such is defined by Section 23-15-833, Mississippi Code of 1972, occurring more than sixty (60) days after the date specified in the resolution for filing a written protest. The tax shall not be continued unless authorized by a majority of the qualified electors of the city, voting at the election. If the majority of qualified electors voting in the election vote against the imposition of the tax, the tax shall cease to be imposed on the first day of the month following certification of the election results by the election commissioners of the city to the governing authorities. The governing authorities shall notify the Department of Revenue of the date of the discontinuance of the tax

and shall publish sufficient notice thereof in a newspaper published or having a general circulation in the city. If no protest is filed, then the governing authorities shall state that fact in their minutes and may continue the levy and assessment of the tax.

This subsection shall not apply if the revenue from the tax authorized by this chapter has been contractually pledged for the payment of debt incurred prior to the effective date of Senate Bill No. 2910, 2015 Regular Session, until such time as the debt is satisfied. Once the debt has been satisfied, the governing authorities shall, within sixty (60) days, adopt a resolution declaring the intention of the governing authorities to continue the tax which shall initiate the procedure described in subsection (1) of this section.

(3) Before any tax authorized under Section 7(2)(b) of this act may be imposed, the governing authorities of the City of Jackson, Mississippi, shall adopt a resolution declaring their intention to levy the tax, setting forth the amount of the tax to be imposed, the date upon which the tax shall become effective and calling for an election to be held on the question. The date of the election shall be fixed in the resolution. Notice of the intention and the election shall be published once each week for at least three (3) consecutive weeks in a newspaper published or having a general circulation in the city, with the first publication of the notice to be made not less than twenty-one (21)

days before the date fixed in the resolution for the election and the last publication to be made not more than seven (7) days before the election. At the election, all qualified electors of the city may vote, and the ballots used in the election shall have printed thereon a brief statement of the amount and purposes of the proposed tax levy and the words "FOR THE TAX" and, on a separate line, "AGAINST THE TAX" and the voters shall vote by placing a cross (X) or check (✓) opposite their choice on the proposition. When the results of the election shall have been canvassed and certified, the city may levy the tax if sixty percent (60%) of the qualified electors who vote in the election vote in favor of the tax. At least thirty (30) days before the effective date of the tax, the governing authorities shall furnish to the Department of Revenue a certified copy of the resolution evidencing the tax.

Section 9. Before the expenditure of funds herein prescribed, a budget reflecting the anticipated receipts and expenditures for such purposes as promotion, advertising and operation, shall be approved by the bureau. The first budget of receipts and expenditures shall cover the period beginning with the effective date of the tax and ending with the end of the city's fiscal year, and thereafter the budget shall be on the same fiscal basis as the budget of the City of Jackson.

Section 10. Accounting for receipts and expenditures of the funds herein described shall be the responsibility of the bureau

and shall be made separately from the accounting of receipts and expenditures of the general fund and any other funds of the municipality to which it is originally paid. The records reflecting the receipts and expenditures of the funds prescribed herein shall be audited annually by an independent certified public accountant, and such accountant shall make a written report of his or her audit to the City Clerk of Jackson and to the bureau. The complete audit shall be made available by the bureau to any person who requests a copy, under the provisions of Sections 25-61-1 through 25-61-17, Mississippi Code of 1972, also known as the "Mississippi Public Records Act of 1983." The audit shall be made and completed as soon as practicable after the close of the fiscal year, and the expenses of such audit may be paid from the funds derived pursuant to Section 7 of this act. The State Auditor of Public Accounts shall have the authority to conduct audits of the bureau.

Section 11. The bureau shall not contract with any person who is related to an employee of the bureau within the third degree or who is the spouse of an employee of the bureau, nor shall the bureau contract with a business entity of which an employee of the bureau is an officer, director, owner, partner or employee, or is a holder of more than ten percent (10%) of the fair market value, or from which an employee of the bureau or his or her relative within the third degree derives more than One Thousand Dollars ($1,000.00) in annual income, or over which an

employee of the bureau or his or her relative within the third degree exercises control.

Section 12. No motor vehicle owned or leased by the bureau shall be operated by any member or employee of the bureau except in the performance of his or her official duties directly related to the business of the bureau. Any violation of this prohibition may be punished by removal from office or employment.

Section 13. The bureau shall be subject to Sections 25-61-1 through 25-61-17, Mississippi Code of 1972, also known as the "Mississippi Public Records Act of 1983."

Section 14. (1) (a) The Joint Legislative Committee on Performance Evaluation and Expenditure Review (PEER Committee) shall conduct a review of the bureau, which shall include, but not be limited to, accounting practices, office operations, administration, staffing, resource utilization and other best practices of facility management. The review shall be provided to the Lieutenant Governor, Speaker of the House, the Chairman of the Senate Local and Private Committee, the Chairman of the House of Representatives Local and Private Committee, each member of the Senate and House of Representatives who represents a portion of the City of Jackson, the mayor and members of the council by not later than December 15, 2018. The report shall also be posted on the PEER Committee website.

(b) The PEER Committee may contract with a private contractor or contractors to conduct the review, or any part or parts thereof required by this section.

(2) (a) In the event that the PEER Committee determines that contractors should be used, it shall seek competitive proposals for services and select the lowest and best proposal or proposals.

(b) The bureau shall be legally and unconditionally obligated to pay the expenses of any work performed by any such contractor or contractors utilized by the PEER Committee as provided in paragraph (c) of this subsection to perform the work described in subsection (1) of this section.

(c) Upon completion of the review and after the Executive Director of the PEER Committee has accepted the work product of the contractor or contractors, the contractor or contractors utilized shall submit to the bureau an invoice or invoices for the costs of services rendered in an amount not to exceed One Hundred Thousand Dollars ($100,000.00), in the aggregate. In the event that the contractor or contractors are not paid within forty-five (45) days of submitting the invoice or invoices, the contractor or contractors shall notify the PEER Committee of the failure to make payment. In such case, the Executive Director of the PEER Committee shall give notice to the Commissioner of Revenue. Upon receipt of the notice, the Commissioner of Revenue shall immediately impound the revenue from

the tax levied by authority of this act until such time as sufficient funds are accumulated to pay the contractor or contractors. At that time, the Department of Revenue shall pay the invoice or invoices from the impounded funds.

(d) The review required by this section shall be prepared for the purpose of benefiting the City of Jackson in the administration of its visitors' and convention programs, and for the purpose of assisting the Legislature in determining the need for continued authorization of the taxes levied by this act.

Section 15. This act shall stand repealed from and after July 1 * * *, 2030.

SECTION 2. This act shall take effect and be in force from and after its passage.

23

8/19/26

The City Clerk reported that pursuant to a resolution of the Mayor and City Council (the "Governing Body") of the City of Jackson, Mississippi (the "City"), calling for a hearing to be held at 6:00 p.m., on August 25, 2026, with respect to the *Tax Increment Financing Plan for the Vieux Carre Redevelopment Project, City of Jackson, Hinds County, Mississippi, July 2026* (the "TIF Plan"), a copy of which is attached hereto as Exhibit 2, she did cause such notice of the public hearing to be published on August 13, 2026 (as evidenced by the proof of publication on file in the office of the City Clerk and attached hereto as Exhibit 1) in *The Mississippi Link*, a newspaper having a general circulation in the City. The Council President 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:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN FOR THE VIEUX CARRE REDEVELOPMENT PROJECT, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, JULY 2026; AND FOR RELATED PURPOSES.

WHEREAS, under the power and authority granted by the laws of the State of Mississippi and particularly under Chapter 45 of Title 21 (the "TIF Act"), on July 31, 2026, the Governing Body did adopt a certain resolution entitled:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING 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; DETERMINING THAT THE TAX INCREMENT FINANCING PLAN FOR THE VIEUX CARRE REDEVELOPMENT PROJECT, JULY 2026, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, PROPOSES A PROJECT THAT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN FOR THE VIEUX CARRE REDEVELOPMENT PROJECT, JULY 2026, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI; EMPLOYING RELATED PROFESSIONALS; AND FOR RELATED PURPOSES.

WHEREAS, as directed by the aforesaid resolution, and as required by law, on August 13, 2026, a Notice of Public Hearing with respect to the TIF Plan was published in *The Mississippi Link*, a newspaper having a general circulation within the City; and

Agenda Item No. 23
August 25, 2026
(D. Martin, Horhn)

WHEREAS, The Notice of Public Hearing generally described the TIF Plan and further called for a public hearing to be held at City Hall, Jackson, Mississippi, at 6:00 p.m., August 25, 2026, to enable the general public to state or present their views on the TIF Plan; and

WHEREAS, at 6:00 p.m. on August 25, 2026, 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 GOVERNING BODY OF THE CITY, ACTING FOR AND BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The Governing Body of the City is now fully authorized and empowered under the provisions of the TIF Act to accept, approve and implement the TIF Plan (a copy of which is attached hereto as Exhibit 2) and does hereby adopt and approve such TIF Plan, in order to support the payment of TIF Bonds as set forth therein.

SECTION 2. In accordance with the Act, school taxes cannot be used to service tax increment financing debt obligations.

SECTION 3. The issuance of the TIF Bonds will be subject to further proceedings of the City.

SECTION 4. 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 5. All orders, resolutions, or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict. For cause, this resolution shall become effective upon the adoption hereof.

[Remainder of Page Intentionally Left Blank]

Council Member _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

COUNCIL MEMBER	YEA	NAY
Ashby Foote		
Tina Clay		
Kenneth I. Stokes		
Brian C. Grizzell		
Vernon Hartley		
Lashia Brown-Thomas		
Kevin Parkinson		

The President of the Council then declared the resolution passes and adopted this the 25th day of August, 2026.

APPROVED BY:

_____

PRESIDENT OF THE CITY COUNCIL

_____

MAYOR

ATTEST:

_____

CITY CLERK

(SEAL)

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 **RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN FOR THE VIEUX CARRE REDEVELOPMENT PROJECT, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, JULY 2026; AND FOR RELATED PURPOSES** is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure

Sondra Moncure, *Special Assistant*

9/18/20

Date

EXHIBIT 1

Proof of Publication of Notice of Hearing

(attached)

LEGAL

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Mayor and City Council of the City of Jackson, Mississippi (the "Governing Body" of the "City"), will hold a public hearing on August 25, 2026, at 6:00 o'clock p.m. at the regular meeting place of the Governing Body at the City Hall of the City of Jackson, 219 South President Street, Jackson, Mississippi, on the Tax Increment Financing Plan for the Veiux Carre Redevelopment Project, City of Jackson, Hinds County, Mississippi, July 2026 (the "TIF Plan"), for consideration by the Governing Body and requesting that the TIF Plan be approved in compliance with The City of Jackson, Tax Increment Financing Redevelopment Plan, 2007, and further to designate the project described in the TIF Plan as appropriate for development and tax increment financing.

The general scope of the TIF Plan is a proposal that the City will issue tax increment financing bonds (the "Bonds"), in one or more series in an amount not to exceed One Million Three Hundred Thousand Dollars ($1,300,000), in order to provide funds necessary to pay for the cost of acquiring and constructing various infrastructure improvements in connection with the Project (as defined in the TIF Plan), including, but not limited to, the acquisition, installation, rehabilitation and/or relocation of utilities such as water, electrical, and sanitary sewer; acquisition, construction, renovation, or rehabilitation of drainage improvements, retaining walls, roadways, curbs and gutters, sidewalks, multi-use paths, surface parking, including repaving and other related parking lot upgrades, buildings; landscaping of rights-of-way; signalization; signage; related architectural/engineering fees, attorney's fees, insurance costs, capitalized interest, and/other related soft costs (collectively, the "Infrastructure Improvements"), which Infrastructure Improvements may be constructed or installed within the TIF District or land adjacent to and serving the TIF District.

The Bonds shall be secured solely by a pledge by the City of the incremental increase real and personal property ad valorem tax revenues generated within the TIF District, as described in the TIF Plan, and will never be a general obligation of the City, will not be secured by the full faith, credit, and taxing power of the City, and will not create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the ad valorem taxes set forth above. If deemed necessary and appropriate, the City may require additional security from the Developer of the Project.

Construction of the Infrastructure Improvements and payment of the Bonds issued pursuant to the TIF Plan will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes within the City. Copies of the TIF Plan and the Redevelopment Plan are available for examination in the office of the City Clerk in Jackson, Mississippi.

The City may exercise its authority under Chapter 45 of Title 21, Mississippi Code of 1972, as amended (the "Act"). This hearing is being called and conducted, and the TIF Plan has been prepared as authorized and required the Act.

Witness my signature and seal, this the 31st day of July, 2026.
/s/ Angela Hanks
Angela Hanks, City Clerk

8/13/2026







PICK UP
THE MISSISSIPPI LINK
AT THE FOLLOWING LOCATIONS:

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CASH & CARRY
Capitol Street and Monument Street
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GARRETT OFFICE COMPLEX
2659 Livingston Road
DOLLAR GENERAL
3957 Northview Dr (North Jackson)
DOLLAR GENERAL
2030 N Siwell Rd
DOLLAR GENERAL
4331 Highway 80W
DOLLAR GENERAL
5990 Medgar Evers Blvd
DOLLAR GENERAL
1214 Capitol St (Downtown Jackson)
DOLLAR GENERAL
304 Briarwood Dr
DOLLAR GENERAL
2855 McDowell Rd
DOLLAR GENERAL
104 Terry Rd
J & A FUEL STORES
3249 Medgar Evers Blvd.
LIBERTY BANK AND TRUST
2325 Livingston Rd.
MCDADE'S MARKET
Northside Drive
MCDADE'S MARKET #2
653 Duling Avenue
PICADILLY CAFETERIA
Jackson Medical Mall
350 W Woodrow Wilson Avenue
SHELL FOOD MART
5492 Watkins Drive
SPORTS MEDICINE
Fortification and I-55
MURPHY USA
6394 Ridgewood Rd (North Jackson)
REVELL ACE HARDWARE
Terry Rd (South Jackson)
WALGREENS
380 W. Woodrow Wilson Ave

CANTON
A&I
716 Roby Street - Canton, MS
B & B
702 West North Street - Canton, MS
BOUTIQUE STORE
3355 North Liberty - Canton, MS
BULLY'S STORE
Church Street - Canton, MS
COMMUNITY MART
743 Ruby Street - Canton, MS
FRYER LANE GROCERY
Martin Luther King Drive - Canton, MS
HAMLIN FLORAL DESIGN
285 Peace Skeet - Canton, MS
JOE'S SANDWICH & GROCERY
507 Church Street - Canton, MS
K & KONE STOP
110 West Fulton Street - Canton, MS
LACY'S INSURANCE
421 Peace Street - Canton, MS
SOUL SET BARBER SHOP
257 Peace Street - Canton, MS
TRAILER PARK GROCERY
22 Westside Drive - Canton, MS

BYRAM
DOLLAR GENERAL
125 Swinging Bridge Dr.
HAVIOR'S AUTO CARE
5495 I- 55South Frontage Road
VOWELL'S MARKET PLACE
5777 Terry Road
CITY HALL
Terry Road

CLINTON
DOLLAR GENERAL
807 Berkshire St - Clinton, MS

TERRY
SERVICE STATION
at Exit 78
CITY HALL
West Cunningham Avenue

RAYMOND
HINDS COMMUNITY COLLEGE
WELCOME CENTER
505 E. Main Street
SUNFLOWER GROCERY
122 Old Port Gibson Street,
Raymond, MS
LOVE FOOD MART
120 E. Main Street,
Raymond, MS
RAYMOND PUBLIC LIBRARY
126 W. Court Street, Raymond, MS
RAYMOND CITY HALL
110 Courtyard Square, Raymond
RAYMOND COURTHOUSE

UTICA
HUBBARD'S TRUCK STOP
Mississippi Hwy 18
PITT STOP
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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 for the Vieux Carre Redevelopment
Words		581 Words
Run Date(s)		Thursday, August 13, 2026
$ Amount		***$40.67***

Signed: Jackie Hampton

Authorized Representative of The Mississippi Link Newspaper

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 347077 ROSILYN BURKE Commission Expires Feb. 14, 2027 MADISON COUNTY (Seal)

SWORN to and subscribed before me this 17th day of August, 2026

Notary: Burke

My Commission Expires: Feb. 14, 2027

EXHIBIT 2

Tac Increment Financing Plan for the Vieux Carre Redevelopment Project

(attached)

TAX INCREMENT FINANCING PLAN FOR THE VIEUX CARRE REDEVELOPMENT PROJECT CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, JULY 2026

Prepared by:

Gouras & Associates, LLC
P.O. Box 1465
Ridgeland, MS 39158
601-605-8128 P 601-605-8129 F
chrisgouras@gourasandassociates.com
christiana@gourasandassociates.com

TAX INCREMENT FINANCING PLAN FOR
THE VIEUX CARRE REDEVELOPMENT PROJECT,
CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, JULY 2026

ARTICLE I

A. PREAMBLE

1. This *Tax Increment Financing Plan for the Vieux Carre Redevelopment Project, City of Jackson, Hinds County, Mississippi, July 2026,* (the "TIF Plan"), will be an undertaking of the City of Jackson, Mississippi (the "City"), authorized pursuant to Sections 21-45-1, *et seq.*, Mississippi Code of 1972, as amended (the "TIF Act"), and in accordance with the *Tax Increment Financing Redevelopment Plan, City of Jackson, Mississippi, 2007,* (the "Redevelopment Plan") and may also be implemented as a joint undertaking of the City and Hinds County, Mississippi (the "County").

2. Vieux Carre´ Apartments South, LLC a Mississippi limited liability company (the "Developer"), proposes to construct a medical office building and 84-unit multi-family housing development along with the redevelopment of the existing Vieux Carre Apartments (collectively, the "Project"). The Project represents an investment in excess of $27,000,000 in the City's medical corridor off Interstate 55 near St. Dominic Hospital and the University of Mississippi Medical Center on real property more particularly described in Article VII of this TIF Plan and described in Exhibit A (hereinafter referred to as the "TIF District").

3. The City and County may enter into an interlocal cooperation agreement pursuant to the Mississippi Interlocal Cooperation Act of 1974, codified at Section 17-13-1, et seq., Mississippi Code of 1972, as amended (the "Interlocal Act"), which will designate the City as the primary party in interest in carrying the Project forward. The issuance of bonds to provide funds to finance the costs of infrastructure improvements identified in the TIF Plan will be a joint undertaking of the City and County whereby the City may issue Tax Increment Financing Bonds or notes or other indebtedness in one or more series (collectively the "TIF Bonds") in accordance with the Development Agreement (as defined in Article I, Section B.3) and as authorized herein to finance a portion of the Infrastructure Improvements (defined below). The TIF Bonds authorized by this TIF Plan shall not exceed One Million Three Hundred Thousand Dollars ($1,300,000).

4. The tax increment financing funds as identified herein will be used to defray and reimburse the cost of Infrastructure Improvements (defined below) to serve the Project and the community.

5. The Mayor and City Council of the City (the "Governing Body") hereby find and determine that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of the TIF Act requiring dedication of the "redevelopment project" to the City not apply to those

which are constructed on the privately owned portion of the Project.

6. The Developer has provided information to the City regarding the proposed site plan, the amount of private investment, and job creation projections. Estimates of ad valorem taxes were made based on information and valuations from the Hinds County Tax Assessor and from information provided by the Developer.

B. STATEMENT OF INTENT

1. Pursuant to the authority outlined hereinabove, the City may issue TIF Bonds in an amount not to exceed One Million Three Hundred Thousand Dollars ($1,300,000) which will be secured solely by a pledge by the City of the tax revenues derived from the City's ad valorem tax levies on the "captured assessed value" (as defined in the TIF Act) of the real and personal property comprising the TIF District, and a pledge by the County of the tax revenues derived from the County's ad valorem tax levies on the "captured assessed value" (as defined in the TIF Act) of the real and personal property comprising the TIF District. The pledge and the amount of bonds to be issued are set forth in Article VI, Section B of this TIF Plan.

2. The Tax Increment will be used to pay the cost of installation and construction of various infrastructure improvements within the TIF District or servicing the TIF District as permitted under the TIF Act, which shall include (but are not limited to) the acquisition, installation, rehabilitation and/or relocation of utilities such as water, electrical, and sanitary sewer; acquisition, construction, renovation, or rehabilitation of drainage improvements, retaining walls, roadways, curbs and gutters, sidewalks, multi-use paths, surface parking, including repaving and other related parking lot upgrades; buildings; landscaping of rights-of-way; signalization; signage; related architectural/engineering fees, attorney's fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements"), which Infrastructure Improvements may be constructed or installed within the TIF District or land adjacent to and serving the TIF District.

3. The City may issue the TIF Bonds in one or more series and reimburse the Developer in accordance with a development agreement to be executed between the parties as authorized by the TIF Act (the "Development Agreement").

4. The construction of the Infrastructure Improvements will be undertaken, from time to time, to provide for the public convenience, health, and welfare.

C. PUBLIC CONVENIENCE AND NECESSITY: The public convenience and necessity require participation by the City and the County in 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, including:

1. Construction of the entire Project will represent a private investment in excess of $27,000,000.

2. The Project will create construction jobs with a payroll of approximately $8,000,000.

3. The Project will create new permanent full-time and part-time jobs. Annual payroll is currently unknown.

4. It is projected that the Project will result in an annual real and personal property tax *increase* of $100,753 for the City.

5. It is projected that the Project will result in an annual real and personal property tax *increase* of $74,086 for the County.

6. It is projected that the Project will yield an annual real and personal property tax increase of $141,616 for the City of Jackson Public School District (the "City School District").

7. The development of the Project will help expand the tax base of the City, the County, and the City School District.

8. The Project will utilize and develop land strategically located in the City's medical corridor, creating sidewalks, parking and addressing drainage issues in the area.

ARTICLE II
PROJECT INFORMATION

A. REDEVELOPMENT PROJECT DESCRIPTION: The Project is a mixed-use medical office development with approximately 84 new residential units and the renovation of 114 existing units located in the City's medical corridor off Interstate 55.

B. DEVELOPER'S INFORMATION:

Vieux Carre´ Apartments South, LLC
Attn: Justin Peterson
P.O. Box 13925
Jackson, MS 39236-3925

ARTICLE III
ECONOMIC DEVELOPMENT IMPACT DESCRIPTION

A. JOB CREATION: The Project will create construction jobs, and upon completion Project will create new full-time and part-time jobs and will further anchor the City's medical corridor. Annual payroll for these permanent jobs is currently unknown due to market factors.

B. FINANCIAL BENEFIT TO THE COMMUNITY

1. Ad Valorem Tax Increases: The construction and development of the Project will

generate significant ad valorem tax revenues for the City, the County, and the City School District. The below real and personal property ad valorem taxes were based upon an assumed "true value" of $14,926,996 when the Project is completed.

ENTITY	CURRENT MILLAGE RATE	CURRENT TAXES	AFTER PROJECT	INCREASE
City	61.32	$36,545	$137,298	$100,753
County	45.09	$26,872	$100,959	$74,086
School	86.19	$51,367	$192,983	$141,616
TOTAL:	192.60	$114,784	$431,240	$316,456

City School District taxes are not available for use in Tax Increment Financing and are shown for informational purposes only.

ARTICLE IV
THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN

A. **CONSTRUCTION OF IMPROVEMENTS:** The improvements constructed for the Project (including the Infrastructure Improvements) will be consistent with the Redevelopment Plan. The Project and the Infrastructure Improvements will be constructed in accordance with standards, codes, and ordinances of the City, and the Project will further the goals and objectives of the Redevelopment Plan.

B. **PUBLIC CONVENIENCE AND NECESSITY:** The primary objective of this TIF Plan is to serve the public convenience and necessity by participating in the Project. The TIF Plan will provide financing to construct the Infrastructure Improvements as pursuant to the TIF Act.

C. **HEALTH AND WELFARE OF THE PUBLIC PROVIDED FOR:** The Infrastructure Improvements will provide for the health and welfare of the public by providing for safe and adequate infrastructure for the use of the property by the public. The Project will help transform and develop the metro-Jackson area, revitalizing an unused site with drainage issues and providing much needed new residential development and office space in the City's medical corridor.

ARTICLE V
A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN

The use of tax increment financing is an inducement that will result in the development of vacant and underdeveloped prime property in the City and the County. The TIF Plan will allow the implementation of tax increment financing as a financing mechanism for the construction of Infrastructure Improvements necessary to induce development within the TIF District area

and serve the public who will utilize and benefit from the development of the Project. This will be an undertaking of the City as described in the Redevelopment Plan and may include County participation.

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. COST ESTIMATE OF REDEVELOPMENT PROJECT

1. The development of the TIF District will represent private investment in excess of $27,000,000. The proceeds of the TIF Bonds will be used to pay the cost of constructing various Infrastructure Improvements, more particularly described in Article I, Section B.

2. The construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare.

3. Proceeds of the TIF Bonds may also be used to fund capitalized interest and/or a debt service reserve fund as may be permitted under Section 21-45-1, *et seq.*, Mississippi Code of 1972, as amended.

B. PROJECTED SOURCES OF REVENUE TO MEET COSTS

1. Private Financing: The Developer will secure financing to construct the Project including the work to be funded with TIF Bonds.

2. Pledge: The City shall pledge the increase in ad valorem tax revenue from real and personal property located in and comprising the TIF District, and the County may pledge the incremental increase in ad valorem tax revenues generated from the County's general fund millage as applied to the captured assessed value (as defined in the TIF Act) of the real and personal property located in and comprising the TIF District.

3. Amount of Bonds to be Issued: The TIF Bonds may be issued in one or more series, and shall be sized as follows: one hundred percent (100%) of the incremental increases in ad valorem tax revenues generated from the City's general fund millage (which is currently 51.57 mills) as applied to the captured assessed value (as defined in the TIF Act) of the real and personal property located in and comprising the TIF District; PLUS fifty percent (50%) of the incremental increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property located in and comprising the TIF District.

4. Debt Service Coverage: Debt service coverage (if required by a purchaser of the TIF Bonds) will first come from the remaining pledged portions of the City's and County's pledged taxes.

5. No General Obligation of the City or County: The TIF Bonds will be payable solely from the incremental increases in real and personal property ad valorem taxes as set forth in this TIF Plan and will not constitute general obligations of either the City or the County. Neither the full faith and credit of the City or the County, nor the full faith or credit of the State of Mississippi (or any political subdivision thereof) will be pledged to the payment of the TIF Bonds.

C. TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

1. The City will issue up to One Million Three Hundred Thousand Dollars ($1,300,000) in TIF Bonds which shall be secured by the pledge of the City and County funds set forth in Article VI, Section B(2) of this TIF Plan. The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City and in accordance with the Development Agreement.

ARTICLE VII
REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING DISTRICT

A. PARCEL NUMBERS FOR THE TIF DISTRICT: The real property to be included in the TIF District from which the ad valorem real and personal property tax revenues will be generated to finance the TIF Bonds contains approximately 7.73 acres, more or less, and is described above and in the map attached hereto as Exhibit A. The below True and Assessed Values were obtained from the Hinds County Tax Assessor's office.

Parcel	Acres	True Value (Tax Year 2025-26)	Personal Property (Tax Year 2025-26)	Total True Value (Tax Year 2025-26)	Combined Assessed Value (Tax Year 2025-26)
442-110-2	0.33	$2,000		$2,000	$ 300
451-18	1.43	$350		$350	$ 53
451-18-1	1.43	$1,070		$1,070	$ 161
451-121	3.62	$3,669,960	$128,910	$3,798,870	$ 569,831
451-164		$41,850		$41,850	$ 6,278
443-56	0.3	$44,000		$44,000	$ 6,600
443-55	0.21	$20,000		$20,000	$ 3,000
443-54	0.2	$32,500		$32,500	$ 4,875
443-53	0.21	$32,500		$32,500	$ 4,875
TOTAL:	**7.73**	**$3,844,230**	**$128,910**	**$3,973,140**	**$595,972**

ARTICLE VIII
DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE

This TIF Plan shall remain in effect from its approval and shall continue in existence so long as there are TIF Bonds outstanding.

ARTICLE IX
ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH A REDEVELOPMENT PROJECT IS LOCATED

A. **AD VALOREM TAX INCREASES:** It is projected that the construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the City School District. The following are estimates of new ad valorem tax revenues expected to be generated after project is completed. The below real and personal property ad valorem taxes were based upon an assumed "true value" of $14,926,966, and an assumed combined assessed value of $2,239,045.

ENTITY	CURRENT MILLAGE RATE	CURRENT TAXES	AFTER PROJECT	INCREASE
City	61.32	$36,545	$137,298	**$100,753**
County	45.09	$26,872	$100,959	**$74,086**
School	86.19	$51,367	$192,983	**$141,616**
TOTAL:	**192.60**	**$114,784**	**$431,240**	**$316,456**

The pledge of the Tax Increment and the sizing of the TIF Bonds are both set forth in Article VI 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 Bond Fund: Vieux Carre Redevelopment" shall be established by the City to receive ad valorem taxes and any other funds remitted in connection with this TIF Plan.

ARTICLE XI
THE GOVERNING BODY OF THE CITY 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 DISCRETION OF THE GOVERNING BODY OF THE CITY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of the TIF Plan, the Governing Body of the City acknowledges the above and shall adopt the necessary resolutions when deemed necessary and appropriate for the implementation of this TIF Plan and in accordance with the Development Agreement.

ARTICLE XII
PLAN OF FINANCING

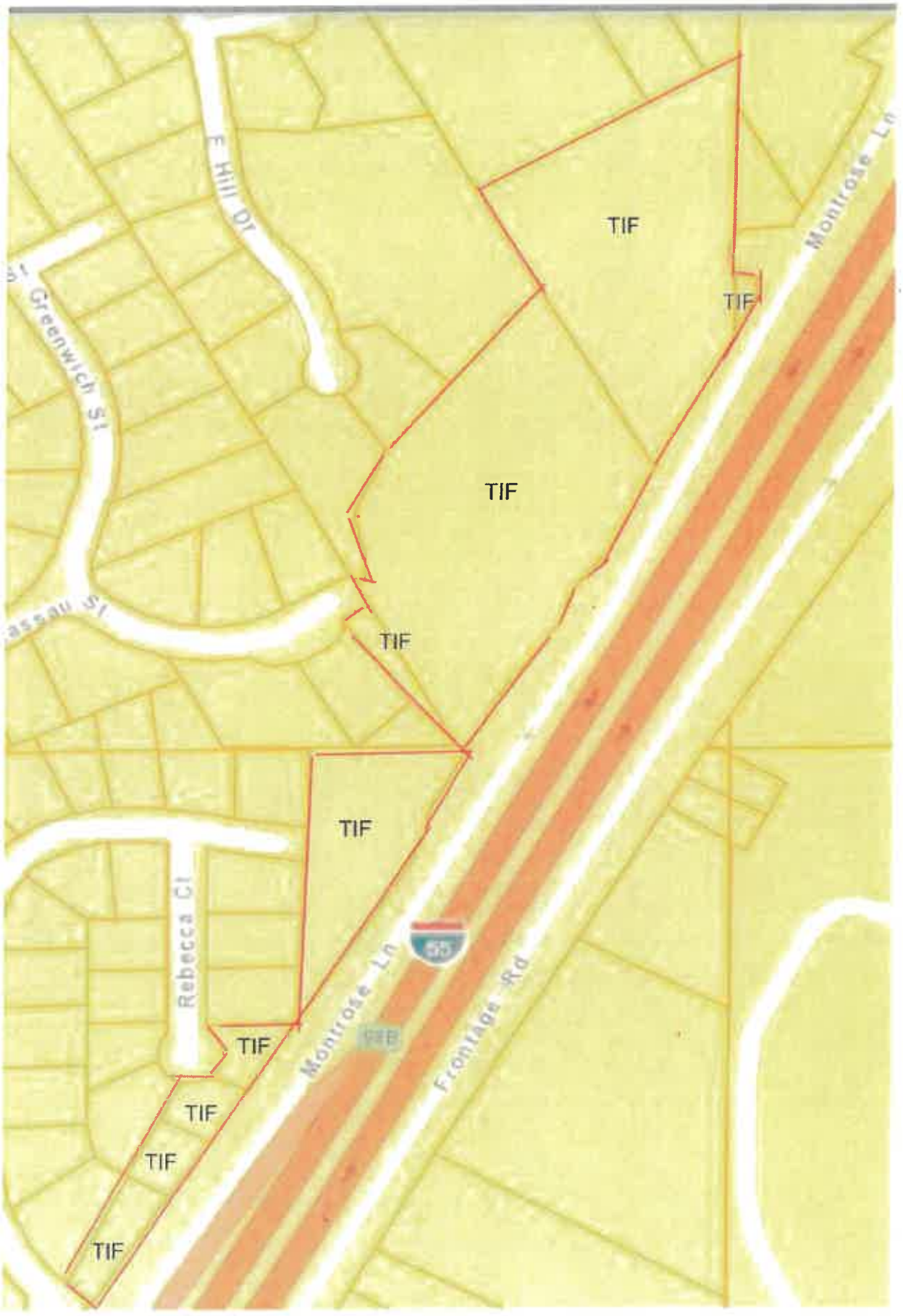
A. **SECURITY FOR THE TIF BONDS:** The TIF Plan provides for the City to issue the TIF Bonds in one or more series which will be secured by the pledge of ad valorem tax revenue increases generated from real and personal property located in and comprising the TIF District, and the County shall pledge the incremental increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property located in and comprising the TIF District. *The TIF Bonds will be payable solely from the incremental increases in real and personal property ad valorem taxes as set forth in this TIF Plan and will not constitute general obligations of either the City or the County.*

B. **FURTHER PROCEEDINGS OF THE CITY:** The City shall take such further actions as required for the implementation of the TIF Plan.

C. **AMOUNT AND TIMING OF ISSUANCE:** The amount and timing of the issuance of each series of TIF Bonds shall be determined pursuant to further proceedings of the City. The total amount of the TIF Bonds shall not exceed One Million Three Hundred Thousand Dollars ($1,300,000) and may be issued in multiple tax-exempt or taxable series.

EXHIBIT A
TO FOLLOW

TAX INCREMENT FINANCING PLAN EXHIBIT A
TIF DISTRICT (outlined in RED)



THERE CAME on for consideration by the Mayor and City Council (the "Governing Body") of the City of Jackson, Mississippi (the "City"), the matter of a Development and Reimbursement Agreement between the City and Vieux Carre' Apartments South, L.L.C., a Mississippi limited liability company (the "Developer"). After full consideration of the matter, Council Member _____ offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, APPROVING THE FORM OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT IN CONJUNCTION WITH THE TAX INCREMENT FINANCING PLAN FOR THE VIEUX CARRE REDEVELOPMENT PROJECT, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, JULY 2026, AUTHORIZING THE CITY TO REIMBURSE THE DEVELOPER FOR THE INFRASTRUCTURE IMPROVEMENTS FROM TAX INCREMENT FINANCING REVENUE BONDS; AND FOR RELATED PURPOSES

WHEREAS, pursuant to the Mississippi Tax Increment Financing Act, Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "TIF Act"), the City has previously approved the *Tax Increment Financing Redevelopment Plan, City of Jackson, Mississippi, 2007* (the "Redevelopment Plan"); and

WHEREAS, under the TIF Act, the Governing Body is authorized and empowered to undertake redevelopment projects, including, but not limited to, the acquisition of project areas within the City, the removal of existing buildings and other improvements upon such project areas, the installation, construction or reconstruction of streets, utilities and site improvements on such project areas and/or preparatory work incidental thereto in order to encourage private redevelopment within the City; and

WHEREAS, the Governing Body, acting for and on behalf of the City, is also authorized by the TIF Act to issue tax increment financing bonds to finance such redevelopment projects; and

WHEREAS, after notice and public hearing, on August 25, 2026, the City adopted and approved the *Tax Increment Financing Plan for the Vieux Carre Redevelopment Project, City of Jackson, Hinds County, Mississippi, July 2026* (the "TIF Plan") and, in connection therewith, the Developer proposes to develop and redevelop certain land and improvements located within the TIF District, including a medical office building, new multifamily residential units, the renovation or redevelopment of the existing Vieux Carre Apartments, together with parking, related amenities and other improvements ancillary or related thereto (the "Project") on real property located in the City and designated in the TIF Plan as the "TIF District"; and

WHEREAS, the Developer has requested that the City issue its tax increment financing bonds, in one or more series, in a principal amount not to exceed One Million Three Hundred Thousand Dollars ($1,300,000) (the "TIF Bonds") in order to finance the installation and construction of various "Infrastructure Improvements" as defined in the TIF Plan; and

Agenda Item No. 24
August 25, 2026
(D. Martin, Horhn)

WHEREAS, in connection with the Developer's request for the issuance of the TIF Bonds, on June 26, 2026, the Developer submitted certain financial information and documentation relating to the Developer and the Project to the Chief Financial Officer and the Finance Division of the City for review and consideration; and

WHEREAS, there has been presented to the Governing Body at this meeting a Development and Reimbursement Agreement between the City and the Developer together with all exhibits thereto (the "Development Agreement"), setting forth the agreement of the City and the Developer in connection with (a) the construction and installation of the Project and the Infrastructure Improvements by the Developer; and (b) the reimbursement of the Developer for a portion of the Developer's expenditures in connection with the construction and installation of the Infrastructure Improvements from the sale and issuance of the TIF Bonds, from time to time; and

WHEREAS, the Development Agreement is in appropriate form and is an appropriate document for the purposes identified; and

WHEREAS, to proceed with the sale and issuance of the TIF Bonds and the financing of the Infrastructure Improvements, it is necessary to approve the Development Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, ACTING FOR AND BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The recitals contained in this resolution are incorporated herein as findings.

SECTION 2. This resolution is adopted pursuant to the TIF Act and the Constitution of the State of Mississippi.

SECTION 3. The Governing Body, acting for and on behalf of the City, hereby authorizes the City to enter into the Development Agreement by and between the City and the Developer.

SECTION 4. The Development Agreement in the form submitted to this meeting and attached hereto as Exhibit 1 shall be, and the same hereby is, approved in substantially said form. The Mayor of the City (the "Mayor") and the City Clerk are hereby authorized and directed to execute and deliver the Development Agreement on behalf of the City with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 5. The Mayor and the City Clerk are hereby authorized and directed to execute such other documents, instruments and papers and to do such acts and things as may be necessary or advisable in connection with the TIF Bonds, the Infrastructure Improvements and the Project, subject to subsequent approval and ratification by the Governing Body.

SECTION 6. 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 7. All orders, resolutions, or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict. For cause, this resolution shall become effective upon the adoption hereof.

[Remainder of Page Intentionally Left Blank]

Council Member _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

COUNCIL MEMBER	YEA	NAY
Ashby Foote		
Tina Clay		
Kenneth I. Stokes		
Brian C. Grizzell		
Vernon Hartley		
Lashia Brown-Thomas		
Kevin Parkinson		

The President of the Council then declared the resolution passes and adopted this the 25th day of August, 2026.

APPROVED BY:

_____

PRESIDENT OF THE CITY COUNCIL

_____

MAYOR

ATTEST:

_____

CITY CLERK

(SEAL)

EXHIBIT 1

Form of Development and Reimbursement Agreement

(Attached)

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 **RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, APPROVING THE FORM OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT IN CONJUNCTION WITH THE TAX INCREMENT FINANCING PLAN FOR THE VIEUX CARRE REDEVELOPMENT PROJECT, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, JULY 2026, AUTHORIZING THE CITY TO REIMBURSE THE DEVELOPER FOR THE INFRASTRUCTURE IMPROVEMENTS FROM TAX INCREMENT FINANCING REVENUE BONDS; AND FOR RELATED PURPOSES** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure 8/12/20

Sondra Moncure, *Special Assistant* **Date**

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Development and Reimbursement Agreement (the "Agreement") dated as of August 25, 2026, is by and between the City of Jackson, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi (the "City") and Vieux Carre´ Apartments South, L.L.C., a limited liability company organized, existing and in good standing under the laws of the State of Mississippi (together with its assigns, the "Developer").

WITNESSETH:

WHEREAS, pursuant to Section 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "TIF Act"), the City, acting through its Mayor and City Council (the "Governing Body"), approved the Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") for the City and has conducted hearings on the Redevelopment Plan and amendments thereto; and

WHEREAS, on August 25, 2026, the Governing Body adopted a resolution to approve the *Tax Increment Financing Plan for the Vieux Carre Redevelopment Project, City of Jackson, Hinds County, Mississippi, July 2026* (the "TIF Plan") as a project qualified for tax increment financing ("TIF") and to express its intent at a future time or times to issue tax increment financing bonds in one or more series (the "TIF Bonds") in a principal amount not to exceed One Million Three Hundred Thousand Dollars ($1,300,000) and to hold a public hearing on the TIF plan, all as provided by the TIF Act; and

WHEREAS, on Thursday, August 13, 2026, the City published a Notice of Public Hearing on the TIF Plan, and on August 25, 2026, at 6:00 p.m., the Governing Body held a public hearing on the TIF Plan, all as required by the TIF Act; and

WHEREAS, on August 25, 2026, the Governing Body adopted a resolution giving final approval to the TIF Plan and indicating its intent to issue TIF Bonds for the purpose of constructing or reimbursing the Developer for the cost of construction of the Infrastructure Improvements, as defined below; and

WHEREAS, the Developer proposes to develop and redevelop certain land and improvements located within the TIF District, including the construction of a medical office building and new multifamily residential units, the renovation or redevelopment of the existing Vieux Carre Apartments, together with parking, related amenities and other improvements ancillary or related thereto, substantially as described in the TIF Plan (the "Project"); and

WHEREAS, the Developer will acquire and construct certain improvements to support the Project, and TIF funds from the sale of TIF Bonds will be used to reimburse the Developer or pay the cost of acquiring and constructing various improvements within the TIF District or servicing the TIF District as permitted under the TIF Act, which shall include (but are not limited to) the acquisition, installation, rehabilitation and/or relocation of utilities such as water, electrical, and sanitary sewer; acquisition, construction, renovation, or rehabilitation of drainage

improvements, retaining walls, roadways, curbs and gutters, sidewalks, multi-use paths, surface parking, including repaving and other related parking lot upgrades; buildings; landscaping of rights-of-way; signalization; and signage (collectively, the "Infrastructure Improvements"); and related architectural/engineering fees, attorney's fees, issuance costs, capitalized interest, and other related soft costs; and

WHEREAS, as authorized by the TIF Act and Section 17-13-1 *et seq.*, Mississippi Code of 1972, as amended (the "Interlocal Act"), the City and Hinds County, Mississippi (the "County") may enter into an Interlocal Cooperation Agreement pursuant to which the City and County may agree to pledge the Tax Increment (as defined below) for payment of debt service on the TIF Bonds, when and if issued; and

WHEREAS, the TIF Bonds will be secured by a pledge by the City of the increase in ad valorem tax revenue from real and personal property located in and comprising the TIF District (the "City Tax Increment") and may also be secured by a pledge by the County of the incremental increase in ad valorem tax revenues generated from the County's general fund millage as applied to the captured assessed value (as defined in the TIF Act) of the real and personal property located in and comprising the TIF District (the "County Tax Increment", the City Tax Increment and the County Tax Increment being collectively called the "TIF Revenues"); and

WHEREAS, the amount of the TIF Bonds to be issued, which may be issued in one or more series, shall be determined using one hundred percent (100%) of the incremental increases in ad valorem tax revenues generated from the City's general fund millage (which is currently 51.57 mills) as applied to the captured assessed value (as defined in the TIF Act) of the real and personal property located in and comprising the TIF District (the "City Debt Service Revenues"); PLUS, if and to the extent pledged by the County, fifty percent (50%) of the incremental increase in ad valorem tax revenues generated from the County's general fund millage as applied to the real and personal property located in and comprising the TIF District (the "County Debt Service Revenues"); and

WHEREAS, debt service coverage (if required by a purchaser of the TIF Bonds) will first come from the remaining TIF Revenues; and

WHEREAS, the Developer is requesting assistance from the City in providing the funding or reimbursement for a portion of the Infrastructure Improvements in the maximum principal amount of $1,300,000 by the utilization of TIF; and

WHEREAS, the principal sum of the TIF Bonds shall be used to acquire and construct a portion of the Infrastructure Improvements or reimburse Developer for costs associated with same; and

WHEREAS, part or all of the Project will be constructed by the Developer prior to the issuance of the TIF Bonds; and

WHEREAS, this Agreement is authorized by the TIF Act; and

WHEREAS, it is necessary for the Developer to go forward with the construction of the Project in anticipation of the delivery of the TIF Bonds, and as required by the TIF Act, this Agreement is being executed and delivered in order to set forth the agreement between the Developer and the City for the construction of the Project and the reimbursement to the Developer for a portion of the costs of said Infrastructure Improvements in an amount not to exceed One Million Three Hundred Thousand Dollars ($1,300,000).

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the parties hereto intend to be legally bound hereby and in consideration of mutual covenants hereinafter contained, do hereby agree as follows:

1. **UNDERTAKINGS OF THE CITY.** Subject to the conditions herein stated, including but not limited to, sufficient TIF Revenues to provide debt service on any TIF Bonds, the City agrees as follows:

a. The City will implement such procedures with respect to the sale and issuance of the TIF Bonds, including, without limitation, the adoption of appropriate resolutions and such other procedures and documents as may be required by the TIF Act and the Interlocal Act.

b. The City will sell and issue, from time to time, the TIF Bonds which may be in multiple taxable or tax-exempt series in a total aggregate principal amount not to exceed One Million Three Hundred Thousand Dollars ($1,300,000), pursuant to the terms of the TIF Act on such terms, conditions and rates of interest as shall be mutually agreeable to the City and to the Purchaser (as hereinafter defined); provided, however, that the TIF Bonds will not be sold and issued until such time as the Developer has complied with the requirements of Section 3 hereof.

c. The sale of the TIF Bonds shall be by public or private negotiated sale to one or more purchasers (the "Purchaser") as determined in the sole discretion of the City.

d. Pursuant to the resolution or resolutions of the City authorizing the sale and issuance of the TIF Bonds (collectively, the "Bond Resolution"), the proceeds from the sale of the TIF Bonds will be delivered to the City for handling and distribution as timely as possible according to the terms of this Agreement, the Bond Resolution and the TIF Act.

e. The Bond Resolution will, among other provisions, provide that proceeds from the sale of the TIF Bonds shall go first to the City's (and County's if applicable) cost of issuance of the TIF Bonds; second, to establish any required debt service reserve fund and any fund needed for the initial capitalized payments of interest on the TIF Bonds; and third, to reimburse the Developer for Infrastructure Improvements.

f. In accordance with the TIF Act, the TIF Bonds shall mature at such time or times not to exceed fifteen (15) years from their date of issuance, may be subject to redemption at

such times and at such premiums, and shall be in such form and in all other respects be of such detail and issued under such conditions as may be determined in the Bond Resolution and in the sole discretion of the City, however, any TIF Bonds must be issued within eight (8) years of the date of this Agreement.

g. If and when TIF Revenues are sufficient to provide debt service on any TIF Bonds, the TIF Bonds, as may be issued from time to time in one or more series and subject to the limitations set forth herein, will be sized based upon the City Debt Service Revenues and, if applicable, the County Debt Service Revenues with any required coverage coming from the unused TIF Revenues of the City and, if applicable, the County. In making the determination as to the sizing of the TIF Bonds, the revenues projected and/or certified as being available for payment of the TIF Bonds shall not be further reduced to provide coverage for the payment of the TIF Bonds, it being the intent of this Agreement that such coverage shall come from the total incremental TIF Revenues pledged to the payment of the Bonds (that being the purpose of providing for the pledge of the larger stream of tax increment revenues). The amount of TIF Bonds which may be issued is dependent wholly upon the amount of TIF Revenues generated by the Project.

h. Costs of issuance for the TIF Bonds, including, but not limited to, the fees and expenses of the City's Counsel, City Bond Counsel, the City's Municipal Advisor and other professionals engaged by the City related to the issuance of any TIF Bonds shall be paid from the proceeds of the TIF Bonds.

i. Within a reasonable time after adoption of all proceedings of the City required by the TIF Act for the sale and issuance of the TIF Bonds, the City may, in its discretion, submit the same for validation under the provisions of Sections 31-13-1, *et seq.*, Mississippi Code of 1972, as amended, and shall prosecute said validation proceedings and secure therein a final decree of the Chancery Court of Hinds County, Mississippi, validating the TIF Bonds.

j. The City's obligation to reimburse the Developer under this Agreement is further limited to the actual costs to design, finance, install and construct the Infrastructure Improvements, and the City's obligation to expend funds or reimburse is expressly limited to funds available from TIF Bond proceeds derived from the sale and delivery of the TIF Bonds and available after distribution in accordance with Sections 1(d) and 1(e) of this Agreement.

k. The City hereby agrees that it will make reasonable efforts to issue and deliver the TIF Bonds in a timely manner and represents to the Developer that subject to (1) construction, completion and operation of the portion of the Infrastructure Improvements for which the Developer will seek reimbursement and the completion and operation of the portions of the Project necessary to generate TIF Revenues sufficient to service the debt on the TIF Bonds to be issued, and (2) availability of adequate TIF Revenues to provide any debt service coverage required for such TIF Bonds, the City currently knows of no reason why the TIF Bonds will not be issued and delivered.

l. The City will issue the TIF Bonds as soon as the Developer is able to demonstrate to the satisfaction of the City that TIF Revenues will provide moneys sufficient to make the payments of principal and interest for such TIF Bonds based on a certificate of the Tax Assessor of the County, regarding the actual "captured assessed value" as defined in the TIF Act or projections of future TIF Revenues, by the Tax Assessor of the County (which projection may be obtained prior to the property on which said ad valorem tax revenues are projected being placed on the tax rolls of the County), or by a financial advisor or a consultant knowledgeable and experienced in making such projections.

2. UNDERTAKINGS OF THE DEVELOPER. Subject to the conditions herein stated, the Developer agrees as follows:

a. At the expense of the Developer, the Developer, and/or its agents or assigns, will make commercially reasonable efforts to timely construct and install the Infrastructure Improvements in accordance with the building codes of the City and all other applicable laws and regulations of the City and as otherwise required under State law and applicable law. At Developer's expense, the Developer shall submit plans and specifications with respect to the Infrastructure Improvements and the Project to the City and such plans and specifications shall be subject to the approval of the City.

b. In connection with the construction and installation of the Project and the Infrastructure Improvements, the Developer and/or its agents or assigns will obtain all necessary approvals from all applicable City, State, federal and other applicable governmental agencies.

c. The Developer assumes the risk of proceeding with construction of the Project and the Infrastructure Improvements prior to sale and issuance of the TIF Bonds, and the Developer acknowledges and agrees that the City is not authorized or obligated to use its general fund to pay any part of the costs of the Project or the Infrastructure Improvements. In the event the TIF Bonds are not sold and delivered, no resulting liability shall accrue to the City, irrespective of expenditure made at the expense of the Developer.

d. The Developer shall maintain separate records on the costs of the Infrastructure Improvements in a manner acceptable to the City to allow it to account for costs eligible for reimbursement under this Agreement. Each reimbursement of cost of the Infrastructure Improvements to the Developer by the City shall be made by execution, presentation of and compliance with the requisition for Infrastructure Improvements, the form of which is attached hereto as Exhibit A.

3. CONDITIONS PRECEDENT TO ISSUANCE OF THE TIF BONDS. In addition to the conditions precedent to the issuance of the TIF Bonds set forth in Section 1, the Developer acknowledges and agrees that the City's obligation to issue and close the TIF Bonds and reimburse the Developer pursuant to this Agreement is expressly subject to the condition precedent that the Developer (a) shall have obtained all required approvals in connection with the Infrastructure Improvements for which Developer seeks reimbursement; (b) shall have the

plans and specifications for the Infrastructure Improvements for which Developer seeks reimbursement approved by the City; (c) shall, at the Developer's own costs, have completed acquisition, installation and construction of that portion of the Infrastructure Improvements for which Developer seeks reimbursement in compliance with the City's codes and ordinances; and (d) shall have completed enough of the Project to generate TIF Revenues sufficient to pay debt service on the TIF Bonds to be issued. Upon satisfaction of the requirements and conditions of this Agreement, the City agrees to timely sell and issue the TIF Bonds as soon as the Developer is able to demonstrate to the satisfaction of the City that TIF Revenues will provide moneys sufficient to make the payments of principal and interest for such TIF Bonds as set forth in Section 1(l).

4. **LIMITED OBLIGATION.** The TIF Bonds will be limited obligations of the City and payable solely from the pledged TIF Revenues. Except for the pledged TIF Revenues, neither the faith, credit or taxing power of the City nor the faith, credit or taxing power of the State or any political subdivision thereof, including the City and the County, will be pledged to the payment of the TIF Bonds.

5. **TERMINATION.** This Agreement shall terminate eight (8) years from the date hereof. This Agreement may also be terminated by written agreement of the parties hereto. Upon termination of this Agreement related to any failure to fulfill the conditions precedent in Section 3 above it is expressly understood that the Developer shall bear the sole responsibility and liability for all reasonable fees and expenses incurred by the City's Counsel and City's Bond Counsel in relation, directly or indirectly, to the sale and issuance of the TIF Bonds, recognizing that the City does not have the authority to pay such costs except from the proceeds of the TIF Bonds.

6. **ADDITIONAL PROVISIONS.**

a. This Agreement has been made by the City and the Developer, and no person other than the foregoing and their agents, successors and assigns shall acquire or have any right under or by virtue of this Agreement.

b. This Agreement shall become effective upon the execution and acceptance hereof by the parties hereto and shall be valid and enforced from and after the time of such execution and acceptance.

c. If any Section or part of a Section of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a Section of this Agreement.

d. In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

e. This Agreement shall inure to the benefit of the City and the Developer and their respective agents, successors and assigns.

f. This Agreement shall be governed as to validity, construction and performance by the laws of the State of Mississippi.

g. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall constitute but one and the same agreement.

h. No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written agreement signed by the City and the Developer or their respective agents, successors or assigns; however, the Developer may make an assignment of its rights to receive TIF Bond proceeds under this Agreement by notifying the City of same in writing and without the necessity of obtaining the consent of the City.

[Remainder of this page intentionally left blank. Execution page to follow.]

Execution Page: Development and Reimbursement Agreement in connection with the *Tax Increment Financing Plan for the Vieux Carre Redevelopment Project, City of Jackson, Hinds County, Mississippi, July 2026*

DULY EXECUTED on the day and year first written hereinabove.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

VIEUX CARRE´ APARTMENTS SOUTH, L.L.C.

By: _____
Justin Peterson, its Manager

EXHIBIT A: FORM OF REQUISITION FOR PAYMENT
City of Jackson, Mississippi | Tax Increment Financing Bonds
Vieux Carre´ Redevelopment Project

The undersigned duly authorized representative of Vieux Carre´ Apartments South, L.L.C. (the "Developer"), hereby requests the City of Jackson, Mississippi (the "City"), to reimburse the Developer for the following costs or other amounts to be paid from the Construction Fund established for the payment of costs and reimbursements in connection with the Infrastructure Improvements (see Development and Reimbursement Agreement for definitions of such terms):

(a)	Acquisition and Construction Costs	_____
(b)	Other Authorized Costs	_____
	Total Costs to be Paid or Reimbursed:	_____

Attached hereto are copies of statements for acquisition transactions and/or invoices or statements from a contractor, vendor or supplier for authorized costs of the Infrastructure Improvements to document the amounts requisitioned herein.

I hereby certify that:

1. The amounts to be paid from the Construction Fund have been paid or incurred by the undersigned in the amounts specified herein.

2. No requisition with respect to such amounts has previously been delivered to the City.

3. The amounts set forth in this requisition have been properly expended or incurred for costs of the Infrastructure Improvements.

4. The undersigned has no notice of any vendor's, mechanic's or other liens or right to liens, chattel mortgages, conditional sales contracts, security interests or other contracts or obligations which should be satisfied or discharged before payment of the amounts set forth in this requisition.

WITNESS the due execution of this requisition this, the _____ day of _____, 20____.

VIEUX CARRE´ APARTMENTS SOUTH, L.L.C.

By: _____
Name: _____
Title: _____

APPROVED:
CITY OF JACKSON, MISSISSIPPI

By: _____
Title: _____
Date: _____

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING THE CITY OF JACKSON'S PARTICIPATION IN THE DEVELOPMENT, REVIEW, AND DETERMINATION OF THE FINAL TRANSITION PLAN FOR THE CITY'S WATER AND SEWER SYSTEM. (STOKES)

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's water and sewer system is a critical public utility that serves the citizens, businesses, institutions, and communities of the City of Jackson; and

WHEREAS, the continued operation, maintenance, improvement, and long-term stability of the water and sewer system are essential to the public health, safety, economic development, and overall welfare of the citizens of Jackson; and

WHEREAS, the City of Jackson and its citizens have a substantial and continuing interest in the future of the water and sewer system and the manner in which those essential public services will be governed and provided; and

WHEREAS, the Jackson City Council believes that local representation and meaningful participation are necessary when developing and reviewing any transition plan affecting the long-term operation and governance of the City's water and sewer system; and

WHEREAS, the Jackson City Council further believes that the City of Jackson should have an opportunity to participate in discussions, review proposed options, provide recommendations, and have meaningful input before a final transition plan is determined or implemented.

NOW, THEREFORE, BE IT RESOLVED, that the Jackson City Council supports the City of Jackson's participation in the development, review and determination of the final transition plan for the City's water and sewer system.

Agenda Item No._____
August 25, 2026
(Stokes)

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, SUPPORTING NEGOTIATIONS WITH THE HINDS COUNTY BOARD OF SUPERVISORS REGARDING THE POSSIBLE EXCHANGE OF MILLAGE FOR THE SOLE PURPOSE OF FUNDING THE CONSTRUCTION OF A NEW HINDS COUNTY JAIL. (STOKES)

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson and Hinds County are of significant importance; and

WHEREAS, the operation of a safe, secure, and adequate county detention facility is essential; and

WHEREAS, the construction of a new Hinds County jail would require significant financial resources; and

WHEREAS, the City of Jackson and Hinds County share an interest in identifying responsible funding options that address public safety needs while minimizing additional financial burdens on taxpayers; and

WHEREAS, discussions regarding a possible exchange or reallocation of millage between the City of Jackson and Hinds County may provide an opportunity to assist with funding the construction of a new Hinds County jail without increasing the overall millage imposed upon taxpayers; and

WHEREAS, the Jackson City Council believes that any proposed exchange or reallocation of millage should be thoroughly negotiated and reviewed to determine its financial and legal impact upon the City of Jackson and its citizens; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson to support negotiations with the Hinds County Board of Supervisors regarding the possible exchange of millage for the sole purpose of funding the construction of a new Hinds County jail.

NOW, THEREFORE, BE IT RESOLVED that the Jackson City Council hereby supports negotiations between the City of Jackson and the Hinds County Board of Supervisors regarding the possible exchange or reallocation of millage for the sole purpose of funding the construction of a new Hinds County jail.

Agenda Item No._____
August 25, 2026
(Stokes)