REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
July 14, 2026
AGENDA
10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **DR. SAMUEL L. THOMPSON, SENIOR PASTOR OF THE HISTORIC HOPE SPRING MISSIONARY BAPTIST CHURCH JACKSON MISSISSIPPI. (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. **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 AND BASED ON ADMINISTRATIVE HEARINGS HELD ON MAY 19, 2026 FOR THE FOLLOWING CASES:**

24-1896	26-861	26-543	25-2539	26-225	26-995	25-4543	25-4081	26-938	26-550
26-504	25-1650	26-663	25-4527	25-2540	25-1633	26-536	26-949	25-406	26-703
26-973	25-2205	25-2893	26-245	26-246	25-1250	25-1090	26-948	25-409	26-701
26-984	26-935	25-4407	26-248	26-575	25-1254	25-1552	25-4	26-616	26-767

25-3754	26-934	22-1610	26-251	26-574	25-1332	26-811	25-5	26-699	26-708
25-696	24-2577	25-2538	26-255	25-2869	25-4573	26-808	26-936	26-700	24-1567

4. **ORDER ACCEPTING DONATIONS FROM THE SOUTHERN POVERTY LAW CENTER AND NISSAN NORTH AMERICA FOR THE PURPOSE OF HUMAN AND CULTURAL PROGRAMMING AND RATIFYING PAYMENT TO ARTISAN PYROTECHNICS, INC. FOR THE CITY OF JACKSON'S FOURTH OF JULY FIREWORKS DISPLAY. (HORHN)**
5. **APPROVAL OF THE JUNE 22, 2026 SPECIAL ZONING CITY COUNCIL MEETING MINUTES. (S. JORDAN, GRIZZELL)**
6. **APPROVAL OF THE JUNE 22, 2026 SPECIAL COUNCIL/PUBLIC HEARING MEETING MINUTES. (S. JORDAN, GRIZZELL)**
7. **APPROVAL OF THE JUNE 23, 2026 SPECIAL COUNCIL MEETING MINUTES. (S. JORDAN, GRIZZELL)**
8. **APPROVAL OF THE JULY 6, 2026 SPECIAL COUNCIL/PUBLIC HEARING MEETING MINUTES. (S. JORDAN, GRIZZELL)**

INTRODUCTION OF ORDINANCES

9. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AMENDING CHAPTER 46, ARTICLE II OF THE CITY OF JACKSON CODE OF ORDINANCES. (D.MARTIN, HORHN)**
10. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AMENDING CHAPTER 2, ARTICLE IV OF THE CITY OF JACKSON CODE OF ORDINANCES RELATING TO DEPARTMENTS. (STOKES)**

ADOPTION OF ORDINANCE

11. **ORDINANCE OF THE JACKSON CITY COUNCIL ESTABLISHING A TEMPORARY MORATORIUM ON THE DEVELOPMENT AND EXPANSION OF DATA CENTERS UNTIL A REGULATORY FRAMEWORK IS APPROVED BY THE GOVERNING AUTHORITY. (GRIZZELL)**

REGULAR AGENDA

12. **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI PROVIDING FOR THE ELECTION OF COUNCIL PRESIDENT AND VICE PRESIDENT. (JACKSON CITY COUNCIL)**
13. **CLAIMS (CALDWELL, HORHN)**
14. **PAYROLL (CALDWELL, HORHN)**
15. **RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF JACKSON, MISSISSIPPI TO REIMBURSE ITSELF FROM THE PROCEEDS OF THE MASTER LEASE PURCHASE AGREEMENT FOR THE PURCHASE OF THREE COMPACT TRACK LOADERS, ONE ZERO TURN LAWN MOWER, ONE MINI EXCAVATOR AND EXCAVATOR ATTACHMENT FOR THE PUBLIC WORKS**

DEPARTMENT; ONE COMPACT UTILITY TRACTOR AND ATTACHMENT; AND ONE ZERO TURN MOWER AND ONE CHEVROLET TRAX FOR THE JACKSON FIRE DEPARTMENT. (CALDWELL, HORHN)

16. **ORDER RATIFYING AN EMERGENCY CONTRACT FOR THE REPAIR, REPLACEMENT, AND MODERNIZATION OF THE JACKSON POLICE DEPARTMENT DETENTION FACILITY SECURITY, SURVEILLANCE, COMMUNICATION, AND ACCESS CONTROL SYSTEMS. (BRACKNEY, HORHN)**

17. **ORDER AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE DEPARTMENT OF JUSTICE FOR THE FY 26 MODEL CITIES INITIATIVE (MCI) REQUESTING AN AWARD OF UP TO $300,000,000.00. (BRACKNEY, HORHN)**

18. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON AND THE LAW ENFORCEMENT STRATEGY & LEADERSHIP INSTITUTE (LESLI LLC.) FOR PROFESSIONAL PROMOTIONAL ASSESSMENT SERVICES FOR THE RANK OF SERGEANT ON BEHALF OF THE JACKSON POLICE DEPARTMENT. (BRACKNEY, HORHN)**

19. **ORDER AUTHORIZING THE MAYOR TO TERMINATE THE CATERING CONTRACT WITH SOUL2GO, LLC. (BRACKNEY, HORHN)**

20. **ORDER RATIFYING THE FIRE DEPARTMENT'S SUBMISSION OF A FEMA FY 2027 GRANT APPLICATION, REQUESTING $1,622,295.50, AND IF AWARDED, AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS. (THOMAS, HORHN)**

21. **ORDER APPROVING PAYMENT FOR PAST PROFESSIONAL SERVICES PERFORMED BY THE MISSISSIPPI STATE FIRE ACADEMY FOR $2,640.00 FOR THE JACKSON FIRE DEPARTMENT AND ITS FIREFIGHTERS. (THOMAS, HORHN)**

22. **ORDER RATIFYING A PROFESSIONAL ARCHITECTURAL SERVICES AGREEMENT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION D/B/A CCD ARCHITECTS FOR EMERGENCY ROOF AND HVAC SYSTEM REPAIRS TO SMITH ROBERTSON MUSEUM AND CULTURAL CENTER. (JUNIOR, HORHN)**

23. **ORDER AUTHORIZING THE ACCEPTANCE OF A DONATION FROM ATMOS ENERGY CORPORATION IN THE AMOUNT OF $8,929.30 FOR SPONSORSHIP OF THE ANNUAL EASTER EGG HUNT. (JUNIOR, HORHN)**

24. **ORDER AUTHORIZING THE REVISION OF THE FY 2025-2026 BUDGET TRANSFERRING FUNDS TO PROVIDE PAYMENT FOR THE PURCHASE OF SECURITY CAMERAS FOR THE MCNAIR DAVIS PLANETARIUM IN THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES. (JUNIOR, HORHN)**

25. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 5 TO THE CONTRACT OF FOUNTAIN CONSTRUCTION**

CO., INC. FOR THE PLANETARIUM RENOVATION PROJECT TO EXTEND THE PROJECT TIME BY EIGHTY-TWO (82) DAYS DUE TO SUPPLIER DELAYS AND TO RECONCILE THE EXPENDITURE OF THE CONSTRUCTION ALLOWANCES. (JUNIOR, HORHN)

26. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO A SOFTWARE-AS-SERVICE AGREEMENT WITH MY GOVERNMENT ONLINE FOR PERMITTING, LICENSING, PLAN REVIEW, CODE ENFORCEMENT, WORK ORDER MANAGEMENT, AND ENTERPRISE ASSET MANAGEMENT IMPLEMENTATION SERVICES. (TEEUWISSEN, HORHN)**

27. **ORDER RATIFYING THE SUBMISSION OF A CERTIFIED LOCAL GOVERNMENT GRANT APPLICATION TO THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY (MDAH) FOR A CERTIFIED LOCAL GRANT FOR FISCAL YEAR 2026 AND FURTHER AUTHORIZING THE MAYOR TO ACCEPT FUNDS AWARDED AND EXECUTE THE MEMORANDUM OF AGREEMENT FOR AN EDUCATION, TRAINING, AND PUBLICITY PROJECT BENEFITTING THE BELHAVEN HISTORIC DISTRICT. (BROWN, HORHN)**

28. **ORDER AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE U.S. DEPARTMENT OF THE HEALTH AND HUMAN SERVICES, SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA), FOR THE FISCAL YEAR 2026 SAFETY THROUGH RECOVERY, ENGAGEMENT, AND EVIDENCE-BASED TREATMENT FOR SURVIVORS (STREETS) PROGRAM (NOFO SM-26-019), AND TO EXECUTE ALL DOCUMENTS NECESSARY TO APPLY FOR, ACCEPT, AND ADMINISTER THE GRANT, IF AWARDED. (BROWN, HORHN)**

29. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CLUTCH CONSULTING GROUP, LLC TO PROVIDE SERVICES ASSOCIATED WITH ADDRESSING THE UNSHELTERED POPULATION IN THE CITY OF JACKSON. (BROWN, HORHN)**

30. **ORDER ACCEPTING THE RENEWAL QUOTATION FURNISHED BY ENVIRONMENTAL SYSTEMS RESEARCH INSTITIUTE, INC (ESRI, INC) FOR GEOGRAPHIC INFORMATION SYSTEM SOFTWARE, LOCATION INTELLIGENCE AND MAPPING SOFTWARE. (BROWN, HORHN)**

31. **ORDER AUTHORIZING THE TRANSFER OF EMERGENCY SOLUTIONS GRANT (ESG) FUNDS WITHIN THE 2025 ESG BUDGET TO SUPPORT CONSULTING SERVICES FOR THE SOLID GROUND HOUSING INITIATIVE. (BROWN, HORHN)**

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

33. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC TO PROVIDE TECHNICAL SUPPORT AND COMPLIANCE ASSISTANCE FOR THE CITY OF JACKSON PHASE I MUNICIPAL**

SEPARATE STORM SEWER SYSTEM (MS4) PERMIT. (ANDERSON, HORHN)

34. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SHADY ARBOR PLLC FOR URBAN FORESTRY AND ARBORICULTURE CONSULTING SERVICES. (ANDERSON, HORHN)**

35. **ORDER AUTHORIZING THE CITY OF JACKSON TO RELEASE THE TITLES FOR CITY-OWNED VEHICLES TO BE AUCTIONED ONLINE BY GOVDEALS. (ANDERSON, HORHN)**

36. **ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONSTRUCTION CONTRACT WITH FOUNTAIN CONSTRUCTION CO., INC. FOR THE THALIA MARA HALL CHILLER REPLACEMENT PROJECT, AND AUTHORIZING FINAL PAYMENT AND PUBLICATION OF NOTICE OF COMPLETION. (ANDERSON, HORHN)**

37. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION FOR STREET RESURFACING PROJECT—PHASES 1B & 1C WITH NEEL-SCHAFFER, INC. (ANDERSON, HORHN)**

38. **ORDER ACCEPTING THE BID OF PINNACLE CONSTRUCTION GROUP, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-01. (ANDERSON, HORHN)**

39. **ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-02. (ANDERSON, HORHN)**

40. **ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-03. (ANDERSON, HORHN)**

41. **ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-04. (ANDERSON, HORHN)**

42. **ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-05. (ANDERSON, HORHN)**

43. **ORDER ACCEPTING THE BID OF APAC-MISSISSIPPI, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-01. (ANDERSON, HORHN)**

44. **ORDER ACCEPTING THE BID OF ADCAMP, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-02. (ANDERSON, HORHN)**

45. **ORDER ACCEPTING THE BID OF AJ CONSTRUCTION, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-03. (ANDERSON, HORHN)**

46. **ORDER ACCEPTING THE BID OF ADCAMP, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-04. (ANDERSON, HORHN)**

47. **ORDER ACCEPTING THE BID OF JOE MCGEE CONSTRUCTION**

COMPANY, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-05. (ANDERSON, HORHN)

48. **ORDER ACCEPTING THE BID OF APAC-MISSISSIPPI, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-07. (ANDERSON, HORHN)**

DISCUSSION

49. **DISCUSSION: UPDATE-PARKING METERS (STOKES)**
50. **DISCUSSION: LANIER AVENUE (STOKES)**
51. **DISCUSSION: ENVIRONMENTAL AND ENGINEERING (HARTLEY)**
52. **DISCUSSION: GRANTS PROGRAM STATISTICS (HARTLEY)**
53. **DISCUSSION: PARKING METER CONTRACT (FOOTE)**
54. **DISCUSSION: RESOURCE BANK (BROWN-THOMAS)**
55. **DISCUSSION: PERSONNEL MATTERS (TEEUWISSEN)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

56. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORING AND COMMENDING SGT. PERRY MARTIN, SR. AS AN OUTSTANDING CITIZEN WITH A SINCERE HEART TO SERVE AND ENLIGHTEN COMMUNITY. (STOKES)**

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

3

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 AND BASED ON ADMINISTRATIVE HEARINGS HELD ON MAY 19, 2026 FOR THE FOLLOWING CASES:

24-1896	26-861	26-543	25-2539	26-225	26-995	25-4543	25-4081	26-938	26-550
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25-696	24-2577	25-2538	26-255	25-2869	25-4573	26-808	26-936	26-700	24-1567

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 May 19, 2026; 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 #24-1896: Parcel #144-306** located at 711 W 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 $1,000.00. Ward 3

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

2) **Case #26-504: Parcel #56-5-5** located at 224 Sterling St.: No appearance by the owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 7

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

3) **Case #26-973: Parcel #59-4** located at 0 Livingston 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 inoperable vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris.

4) **Case #26-984: Parcel #402-4-6** located at 2670 Livingston Rd.: No appearance by 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 $700.00. Ward 3

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

5) **Case #25-3754: Parcel #52-68** located at 305 Dunbar St.: No appearance by the owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,000.00. Ward 7

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

6) **Case #25-696: Parcel #633-448** located at 1220 Joanne St.: No appearance by the owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $400.00 Ward 6

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

7) **Case #26-861: Parcel #855-52** located at 3927 Ronald 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 $800.00. Ward 6

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

8) **Case #25-1650: Parcel #853-58** located at 636 Upper Darby Rd.: No appearance by the owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $300.00. Ward 6

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

9) **Case #25-2205: Parcel #633-488** located at 2317 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 $700.00. Ward 6

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

10) **Case #26-935: Parcel #633-58** located at 1109 McDowell Cir.: 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 assessment of actual costs and a penalty of $1,250.00. Ward 6

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

11) **Case #26-934: Parcel #633-91** located at 1114 McDowell Cir.: No appearance by the owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $600.00. Ward 6

    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 saplings as needed. Remove trash and debris.

12) **Case #24-2577: Parcel #633-59** located at 1121 McDowell Cir.: No appearance by the owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $700.00. Ward 6

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 saplings as needed. Remove trash and debris.

13) **Case #26-543: Parcel #211-249** located at 911 Combs 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 assessment of actual costs and a penalty of $400.00. Ward 6

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

14) **Case #26-663: Parcel #633-152** located at 1123 Barbara Ann Dr.: No appearance by 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 $900.00. Ward 6

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

15) **Case #25-2893: Parcel #119-539** located at 333 Redwood 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 $300.00. Ward 3

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 saplings as needed. Remove trash and debris.

16) **Case #25-4407: Parcel #119-63** located at 297 Redwood 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 $500.00. Ward 3

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 saplings as needed. Remove trash and debris.

17) **Case #22-1610: Parcel #119-549** located at 334 Redwood Ave.: 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 assessment of actual costs and a penalty of $300.00. Ward 3

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 saplings as needed. Remove trash and debris.

18) **Case #25-2538: Parcel #114-80** located at 201 Clairmont 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 assessment of actual costs and a penalty of $600.00. Ward 5

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 saplings as needed. Remove trash and debris.

19) **Case #25-2539: Parcel #114-108** located at 220 Clairmont St., Unit AB.: 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 $900.00. Ward 5

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

20) **Case #25-4527: Parcel #114-104** located at 242 Clairmont St. Unit 44: After hearing testimony from Zenotha Robinson, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Zenotha Robinson shall be afforded fifteen (15) days to cut grass and sixty (60) days to board up structure expiring July 18, 2026. Ward 5

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

21) **Case #26-245: Parcel #114-180** located at 301 Clairmont 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 assessment of actual costs and a penalty of $1,000.00. Ward 5

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 saplings as needed. Remove trash and debris.

22) **Case #26-248: Parcel #114-182** located at 315 Clairmont St.: After hearing testimony from Kendrick Lee A., the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Kendrick Lee A shall be afforded thirty (30) days to cure expiring June 18, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of $800. Ward 5

Scope of Work: Remove inoperable vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris.

23) **Case #26-251: Parcel #114-183** located at 321 Clairmont St.: After hearing testimony from Bernard Cole hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Bernard Cole shall be afforded fourteen (14) days to cure expiring June 2, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of $300. Ward 5

Scope of Work: Remove inoperable vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris.

24) **Case #26-255: Parcel #114-175** located at 324 Clairmont 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 assessment of actual costs and a penalty of $500.00. Ward 5

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

25) **Case #26-225: Parcel #114-172** located at 348 Clairmont St.: After hearing testimony from Curtis Cora G hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Curtis Cora G shall be afforded sixty (60) days to cure

expiring July 18, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of $600.00. Ward 5

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

26) **Case #25-2540: Parcel #114-46** located at 143 Clairmont 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 assessment of actual costs and a penalty of $500.00. Ward 5

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

27) **Case #26-246: Parcel #114-181** located at 0 Clairmont 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 assessment of actual costs and a penalty of $1,200.00. Ward 5

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

28) **Case #26-575: Parcel #127-138** located at 261 Lexington Ave.: After hearing testimony from Kelly Major, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Kelly Major shall be afforded fourteen (14) days to cure, expiring June 2, 2026. If there is default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty $800.00 Ward 5

Scope of Work: Remove inoperable vehicle(s) or vehicles parked on lawn. Remove trash and debris.

29) **Case #26-574: Parcel #127-139** located at 255 Lexington Ave.: No appearance by 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: Remove inoperable vehicle(s) or vehicles parked on lawn. Remove trash and debris.

30) **Case #-25-2869: Parcel #97-158-1** located at 1819 Gordon St.: After hearing testimony from Roberto Toledo, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Roberto Toledo shall be afforded seven (7) days to enter into a repair agreement expiring May 26, 2026. 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: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.

31) **Case #26-995: Parcel #96-45-4** located at 411 Derrick 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 assessment of actual costs and a penalty of $600.00. Ward 3

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

32) **Case #25-1633: Parcel #107-96** located at 838 Carver St.: No appearance by 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 $300.00. Ward 3

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

33) **Case #25-1250: Parcel #107-94-1** located at 840 Carver 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 assessment of actual costs and a penalty of $600.00. Ward 3

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

34) **Case #25-1254: Parcel #107-91** located at 860 Carver 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 assessment of actual costs and a penalty of $800.00. Ward 3

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

35) **Case #25-1332: Parcel #163-333** located at 1501 Dansby 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 assessment of actual costs and a penalty of $600.00. Ward 5

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

36) **Case #25-4573: Parcel #162-87** located at 1420 Shirley Ave.: 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 assessment of actual costs and a penalty of $1,000.00 Ward 5

Scope of Work: Remove inoperable vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris.

37) **Case #25-4543: Parcel #131-144-1** located at 524 S Prentiss St.: After hearing testimony from Josett Harris, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Josett Harris shall be afforded thirty (30) days to cure expiring June 18, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of $700.00. Ward 5

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

38) **Case #26-536: Parcel #804-476** located at 3653 John F Kennedy Blvd.: No appearance by 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 $700.00. Ward 2

Scope of Work: Remove trash and debris.

39) **Case #25-1090: Parcel #640-119** located at 112 Elcrest St.: No appearance by 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 $700.00. Ward 4

Scope of Work: Remove trash and debris.

40) **Case #25-1552: Parcel #640-198** located at 510 E Hillsdale Dr.: 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 assessment of actual costs and a penalty of $400.00. Ward 4

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

41) **Case #26-811: Parcel #731-29** located at 4344 Patann St.: After hearing testimony from Harris Timothy D, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Harris Timothy D shall be afforded thirty (30) days to cure, expiring June 18, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of $400.00. Ward 2

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 saplings as needed. Remove trash and debris.

42) **Case #26-808: Parcel #731-44** located at 4351 Patann St.: After hearing testimony from Brown James & Josephine, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Brown James & Josephine shall be afforded thirty (30) days to cure expiring June 18, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of $300.00. Ward 2

Scope of Work: Remove inoperable vehicle(s) or vehicle(s) parked on lawn.

43) **Case #25-4081: Parcel #636-222** located at 449 Springfield Cir.: 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 assessment of actual costs and a penalty of $600.00. Ward 4

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

44) **Case #26-949: Parcel #636-319** located at 325 Springfield Cir.: 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 assessment of actual costs and a penalty of $800.00. Ward 4

Scope of Work: Remove inoperable vehicle(s) or vehicles parked on lawn.

45) **Case #26-948: Parcel #808-13** located at 1005 Country Club Dr.: After hearing testimony from Banks Hannah G & Rickey L, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Banks Hannah G & Rickey L shall be afforded sixty (60) days to cure expiring July 18, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of $400.00 Ward 2

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

46) **Case #25-4: Parcel #607-43** located at 117 Maple Ridge Dr.: 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 assessment of actual costs and a penalty of $800.00. Ward 7

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

47) **Case #25-5: Parcel #607-45** located at 121 Maple Ridge Dr.: 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 assessment of actual costs and a penalty of $400.00. Ward 7

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

48) **Case #26-936: Parcel #215-128** located at 375 Green Hill Pl: 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 assessment of actual costs and a penalty of $400.00. Ward 5

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

49) **Case #26-938: Parcel #209-110** located at 2614 Hillside Dr.: No appearance by 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 $600.00. Ward 5

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

50) **Case #25-406: Parcel #209-101** located at 2712 Hillside Dr.: After hearing testimony from Tom Majekodunmi, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Tom Majekodunmi shall be afforded 7 days to enter into a repair agreement and sixty (60) days to cure expiring July 18, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of $400. Ward 5

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

51) **Case #25-409: Parcel #209-115** located at 2747 Hillside Dr.: 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 assessment of actual costs and a penalty of $500.00. Ward 5

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

52) **Case #26-616: Parcel #215-132** located at 1827 Waltham St.: No appearance by 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 line, bushes, and saplings as needed. Remove trash and debris.

53) **Case #26-699: Parcel #606-72** located at 161 Grandview Cir.: 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 assessment of actual costs and a penalty of $600.00. Ward 7

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 saplings as needed. Remove trash and debris.

54) **Case #26-700: Parcel #606-84** located at 249 Grandview Cir.: 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 assessment of actual costs and a penalty of $500.00. Ward 7

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 saplings as needed. Remove trash and debris.

55) **Case #26-550: Parcel #610-24** located at 456 Daniel Lake Blvd.: After hearing testimony from Johnie Norman, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Johnie Norman shall be afforded thirty (30) days to cure expiring July 18, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of $800.00. Ward 7

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 saplings as needed. Remove trash and debris.

56) **Case #26-703: Parcel #606-46** located at 2839 Milton Dr.: No appearance by 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 $400.00. Ward 7

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 saplings as needed. Remove trash and debris.

57) **Case #26-701: Parcel #606-80** located at 2826 Donaldson Dr.: No appearance by 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 $900.00. Ward 7

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

58) **Case #26-767: Parcel #630-276** located at 2751 Benwood Dr.: No appearance by 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 $300.00. Ward 6

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

59) **Case #26-708: Parcel #619-129** located at 2969 Fairhill Dr.: No appearance by 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 $300.00. Ward 6

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

60) **Case #24-1567: Parcel #839-759** located at 3350 Fleetwood Dr.: No appearance by 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 $300.00. Ward 6

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

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.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

06/2/26
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This is Community Improvement regular agenda item for the City Council authority to clean private property.
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	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.
5.	**Schedule (beginning date)**	To be determined pending execution of contracts.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	CITYWIDE
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	To be determined pending execution of contracts.
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	GENERAL FUNDING
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

MEMORANDUM

TO: Mayor John Horhn

Via: Angela Brown, Director
Planning & Development

From: Community Improvement
Planning and Development

DATE: June 2, 2026

Re: Agenda Item

The attached agenda item is a Resolution declaring certain parcel 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 Mississippi Code. Therefore, we request that you authorize cleaning.

Thank you for your consideration.

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

RECEIVED
OFFICE OF THE CITY ATTORNEY
6/16/26 8:30 AM

OFFICE OF THE CITY ATTORNEY

This **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 AND BASED ON ADMINISTRATIVE HEARINGS HELD ON MAY 19. 2026 FOR THE FOLLOWING CASES:**

24-1896	26-861	26-543	25-2539	26-225	26-995	25-4543	25-4081	26-938	26-550
26-504	25-1650	26-663	25-4527	25-2540	25-1633	26-536	26-949	25-406	26-703
26-973	25-2205	25-2893	26-245	26-246	25-1250	25-1090	26-948	25-409	26-701
26-984	26-935	25-4407	26-248	26-575	25-1254	25-1552	25-4	26-616	26-767
25-3754	26-934	22-1610	26-251	26-574	25-1332	26-811	25-5	26-699	26-708
25-696	24-2577	25-2538	26-255	25-2869	25-4573	26-808	26-936	26-700	24-1567

is legally sufficient for placement in NOVUS Agenda.

Sondra D. Moncure

Sondra Moncure, *Special Assistant*

6/16/26

Date

JUDGE COPY

COMMUNITY IMPROVEMENT DIVISION
ADMINISTRATIVE HEARING DOCKET
COURTROOM #131

5-19-26

DATE: May 19, 2026 **TIME: 9:00 A.M.**

ITEM #	CASE NUMBER	PROPERTY ADDRESS/WARD	MAP & PARCEL	VIOLATION(S)	PROPERTY OWNER(S) # PRIOR CASES COST TO COJ	CODE OFFICER	HEARING OFFICER RECOMMENDATION
1.	CE-24-1896	711 W CAPITOL ST 3	144-306	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.	JACKSON REDEVELOPMENT AUTHORITY 2	BATTLE	Adj Menace Fine $1000 + cost
2.	CE-26-504	224 STERLING ST 7	56-5-5	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.	UNITED MANAGEMENT GROUP INC	BATTLE	Adj Mgrow Fine $800 + cost
3.	CE-26-973	0 LIVINGSTON ST 7	59-4	Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris.	WASHINGTON COLLIE & MILDRED B 8	BATTLE	Adj Mgrow Fine $1000 + cost
4.	CE-26-984	2670 LIVINGSTON RD 3	402-4-6	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.	SOOD HARDIP S 3	BATTLE	Adj Mgrow Fine $700 + cost

5.	CE-25-3754	305 DUNBAR ST 7	52-68	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.	BEACON CAPITAL LLC 4	BATTLE	Ady Menace Fine $400 + COST
6.	CE-25-696	1220 JOANNE ST 6	633-448	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.	HATCHER AYATTI & LAQUITA 1	BEASLEY	Ady Menace Fine $400 + Cost
7.	CE-26-861	3927 RONALD RD 6	855-52	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.	GARDNER CLAYTON E LIFE EST 4	BEASLEY	Ady Menace Fine $400 + cost
8.	CE-25-1650	636 UPPER DARBY RD 6	853-58	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	UNITED MANAGEMENT GROUP INC 0	BEASLEY	Ady Menace Fine $400 + cost
9.	CE-25-2205	2317 BRECKINRIDGE RD 6	633-488	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.	DALUPANG MARIA 3	BEASLEY	Ady Menace Fine $400 + cost

10.	CE-26-464	740 MCDOWELL RD 6	211-20	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	FUENTES RUDY & MARIA 7	BEASLEY	CLOSED
11.	CE-26-935	1109 MCDOWELL CIR 6	633-58	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.	RICE ANTHONY 10	BEASLEY	Ady Menace Fine $1250 + cost
12.	CE-26-934	1114 MCDOWELL CIR 6	633-91	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 saplings as needed. Remove trash and debris.	A TO Z PROPERTIES OF JACKSON MS INC 4	BEASLEY	Ady Menace Fine $800 + cost
13.	CE-24-2577	1121 MCDOWELL CIR 6	633-59	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 saplings as needed. Remove trash and debris.	RAMIA JOHNNY EST & SARAH L 2	BEASLEY	Ady Menace Fine $700 + cost
14.	CE-26-543	911 COMBS ST 6	211-249	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	H & R PROPERTIES OF MS LLC 1	BEASLEY	Ady Menace Fine $400 + cost

15.	CE-26-663	1123 BARBARA ANN DR 6	633-152	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.	LYONS CEDRIC D 6	BEASLEY	Ady Menace Fine $900 + cost
16.	CE-25-1554	2372 RIFFLE AVE 4	815-387	Remove trash and debris.	MOORE ANTONIO G	COLLINS	CLOSED
17.	CE-25-2893	333 REDWOOD AVE 3	119-539	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 saplings as needed. Remove trash and debris.	HBB FINANCIAL LLC 0	COLLINS	Ady Menace Fine $300 + cost
18.	CE-25-4407	297 REDWOOD AVE 3	119-63	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 saplings as needed. Remove trash and debris.	EARGLE JOHN P 1	COLLINS	Ady Menace Fine $500 + Cost
19.	CE-22-1610	334 REDWOOD AVE 3	119-549	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 saplings as needed. Remove trash and debris.	C&F PROPERTIES & CONTRACTORS LLC 1	COLLINS	Ady Menace Fine $300 + Cost

20.	CE-25-2538	201 CLAIRMONT ST 5	114-80	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 saplings as needed. Remove trash and debris.	HBB FINANCIAL LLC 2	COLLINS	Ady Menace Fine $600 + Cost
21.	CE-25-2539	220 CLAIRMONT ST Unit AB 5	114-108	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	SHAVER CHRISTOPHER & JONES JENNIFER 5	COLLINS	Ady Menace Fine $900 + Cost
22.	CE-25-4527	242 CLAIRMONT ST Unit 44 5	114-104	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.	TATE ENTERPRISES LLC 7 Zenobia Robinson Owner	COLLINS	Re-Set Status to 60 days July 18, 2026 15 days to cut grass 60 days to Board up Condemn
23.	CE-26-245	301 CLAIRMONT ST 5	114-180	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 saplings as needed. Remove trash and debris.	MANOGIN TERRANCE 1	COLLINS	Ady Menace Fine $1000 + Cost
24.	CE-26-248	315 CLAIRMONT ST 5	114-182	Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris.	KENDRICK LEE A 6	COLLINS	Ady Menace $900 + Cost 30 days to cure June 18, 2026

25.	CE-26-251	321 CLAIRMONT ST 5	114-183	Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris.	WOLF ALINE 0 Renard Cole (Sr.)	COLLINS	Adj Mercer to 07/16/26 14 days to cure June 2, 2026
26.	CE-26-255	324 CLAIRMONT ST 5	114-175	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris.	HENDERSON BENNYE S 0	COLLINS	Adj Mercer Fine $500 & Cost
27.	CE-26-252	333 CLAIRMONT ST 5	114-186	Remove inoperative vehicle(s) or vehicle(s) parked on lawn.	TAYLOR MARY 2	COLLINS	CLOSED
28.	CE-26-225	348 CLAIRMONT ST 5	114-172	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.	CURTIS CORA G 2	COLLINS	Adj Mercer $600 fine & Cost 60 days to cure July 18, 2026
29.	CE-25-2540	143 CLAIRMONT ST 5	114-46	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.	FOXTROT LLC 2	COLLINS	Adj Mercer Fine $500 & Cost

30.	CE-26-246	0 CLAIRMONT ST 5	114-181	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris.	MANOGIN TERRANCE 12	COLLINS	Adj Mercer Fined $1200 + Cost
31.	CE-26-575	261 LEXINGTON AVE 5	127-138	Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris.	KELLY MAJOR 8	GRAYER	Adj Mercer $300 + cost 14 days to cure June 2, 2026
32.	CE-26-574	255 LEXINGTON AVE 5	127-139	Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris.	HBB FINANCIAL LLC 2	GRAYER	Adj Mercer Fined $500 + Cost
33.	CE-25-2869	1819 GORDON ST 4	97-158-1	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.	C-3 INVESTMENT CORPORATION Refer to Toledo (Close to Owner)	GRAYER	Adj Mercer Fined $500 + Cost 7 day to enter repair contract May 26, 2026
34.	CE-26-995	411 DERRICK ST 3	96-45-4	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.	HENRY BARTHRON J EST 1	GRAYER	Adj Mercer Fined $600 + Cost

35.	CE-26-231	237 E FORTIFICATION ST 7	70-30	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	PHILLIPS TAMMIE H 9	GRAYER	Closed
36.	CE-25-1633	838 CARVER ST 3	107-96	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	MCCLENDON TEQUILA D 0	GRAYER	Ag Mercer Fine $7000 + cost
37.	CE-25-1250	840 CARVER ST 3	107-94-1	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.	BOONE CHARLES 2	GRAYER	Ag Mercer Fine $600 + cost
38.	CE-25-1254	860 CARVER ST 3	107-91	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	CHAPMAN R E EST 4	GRAYER	Ag Mercer Fine $800 + cost
39.	CE-25-1332	1501 DANSBY ST 5	163-333	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.	MAGEE NITA 3	GRAYER	Ag Mercer Fine $800 + cost

40.	CE-25-4573	1420 SHIRLEY AVE 5	162-87	Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris.	WELLS ELZENA 8	GRAYER	Ady Mercer Fine $1000 + Cost
41.	CE-25-4543	524 S PRENTISS ST 5	131-144-1	~~Demolish and remove remains of dilapidated~~ structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.	JONES ERNESTINE Deceased Odell Harris	GRAYER	Ady Mercer Fine $700 + Cost 30 days June 18, 2026
42.	CE-26-739	211 MELROSE DR 1	559-114	Remove inoperative vehicle(s) or vehicle(s) parked on lawn.	BROOKS BLANCHE M 0	KNIGHT	pass
43.	CE-26-819	4239 E RIDGE DR 1	583-30	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.	ROSS JANE H 2	KNIGHT	pass
44.	CE-24-77	5631 GLADEWOOD DR 1	504-674	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.	WINDER LIVERMORE SHELLEY & 1	KNIGHT	pass
45.	CE-26-736	229 MELROSE DR 1	559-120	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	KINGDOM MANAGEMENT GROUP LLC 1	KNIGHT	pass

46.	CE-26-737	223 MELROSE DR 1	559-118	Remove trash and debris.	AMERICAN PRIDE PROPERTIES LLC 1	KNIGHT	pass
47.	CE-25-2041	5506 CONCORD DR 1	552-154	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.	HARGROVE BRANDON 1	KNIGHT	pass
48.	CE-26-536	3653 JOHN F KENNEDY BLVD 2	804-476	Remove trash and debris.	SMITH JOHN ESTATE TRUST 6	MCDONALD	Ag Menace Fined $700 + cost
49.	CE-25-1090	112 ELCREST ST 4	640-119	Remove trash and debris.	MILTON DENNIS E 4	MCDONALD	Ag Menace Fined $700 + cost
50.	CE-25-1552	510 E HILLSDALE DR 4	640-198	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.	MCDONALD JEANETTE EST 1	MCDONALD	Ag Menace Fined $400 + cost

51.	CE-26-811	4344 PATANN ST 2	731-29	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 saplings as needed. Remove trash and debris.	HARRIS TIMOTHY D 0	MCDONALD	Adj Menace $400 + cost 30 days to cure Due 7/7/2026
52.	CE-26-808	4351 PATANN ST 2	731-44	Remove inoperative vehicle(s) or vehicle(s) parked on lawn.	BROWN JAMES & JOSEPHINE 0	MCDONALD	Adj Menace $700 + cost 30 days to cure Due 7/7/2026
53.	CE-26-282	142 MAGNOLIA RD 4	642-233	Remove inoperative vehicle(s) or vehicle(s) parked on lawn.	LOVING HOWARD 1	MCDONALD	CLOSED
54.	CE-25-4081	449 SPRINGFIELD CIR 4	636-222	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	DJL INVESTMENT GROUP LLC	MCDONALD	Adj Menace Fined $600 + Cost
55.	CE-26-949	325 SPRINGFIELD CIR 4	636-319	Remove inoperative vehicle(s) or vehicle(s) parked on lawn.	GOWAN VELMA R LIFE EST 5	MCDONALD	Adj Menace Fined $600 + cost
56.	CE-26-948	1005 COUNTRY CLUB DR 2	808-13	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.	BANKS HANNAH G & RICKEY L 0	MCDONALD	Adj Menace $500 + Cost 60 days to cure July 18, 2026

57.	CE-25-4	117 MAPLE RIDGE DR 7	607-43	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	LEWIS TIFFANY 3	SANDERS	No Mowing Mowed $800 + Cost
58.	CE-25-5	121 MAPLE RIDGE DR 7	607-45	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	VARGAS JESSICA A 0	SANDERS	No Mowing Mowed $400 + Cost
59.	CE-26-729	0 MAPLE RIDGE DR (formerly 135) 7	607-52	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.	SERDC SOLUTIONS 5 (Owner) Debra Sides	SANDERS	Re-Insp 60 days July 15, 2024 Site plow/repair
60.	CE-26-726	133 MAPLE RIDGE DR 7	607-51	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.	SERDC SOLUTIONS 2 (Owner) Debra Sides	SANDERS	Re-Insp 60 days July 15, 2024 Site plow/repair PASS
61.	CE-26-727	131 MAPLE RIDGE DR 7	607-50	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.	SERDC SOLUTIONS 7 Debra Sides (Owner)	SANDERS	No-Do 60 days July 15, 2024 Site plow again
62.	CE-26-936	375 GREEN HILL PL 5	215-128	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.	LIMANS 024 LLC 1	SANDERS	No Mowing Mowed $400 + Cost

63.	CE-26-938	2614 HILLSIDE DR 5	209-110	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.	WHITE FRANK 4	SANDERS	Adj Mercer Fine $600 + Cost
64.	CE-26-939	2640 HILLSIDE DR 5	209-107	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	BELGA INVESTMENT GROUP LLC 2	SANDERS	CLOSED
65.	CE-26-940	2644 HILLSIDE DR 5	209-106	Remove trash and debris. Remove inoperative vehicle(s) or vehicle(s) parked on lawn.	NEW VINEYARD CHURCH 0	SANDERS	CLOSED
66.	CE-25-402	2645 HILLSIDE DR 5	209-125	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	PUSH MINISTRIES OUTREACH INC 0	SANDERS	CLOSED
67.	CE-25-406	2712 HILLSIDE DR 5	209-101	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.	AGREYP INC 0 (Owner) Tom Majefodunmi	SANDERS	Adj Mercer Fine $600 + Cost 7 days to enter into agree 60 days to Comp
68.	CE-25-409	2747 HILLSIDE DR 5	209-115	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.	SLATER LARRY EST & SHARP CAROL 1	SANDERS	Adj Mercer Fine $500 + Cost

69.	CE-26-616	1827 WALTHAM ST 5	215-132	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	ONO PROPERTIES LLC 1	SANDERS	Adj Menace Fined $500 + COA
70.	CE-26-699	161 GRANDVIEW CR 7	606-72	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 saplings as needed. Remove trash and debris.	UNITED MANAGEMENT GROUP INC 2	SANDERS	Adj Menace Fined $600 + COA
71.	CE-26-700	249 GRANDVIEW CR 7	606-84	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 saplings as needed. Remove trash and debris.	KAVRUK ALI 2	SANDERS	Adj Menace Fined $500 + COA
72.	CE-26-550	456 DANIEL LAKE BLVD 7	610-24	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 saplings as needed. Remove trash and debris.	ANURONON INVESTMENT B LLC 6	SANDERS	Adj Menace Fined + COA 30 days to cure Due 10/2026
73.	CE-26-703	2839 MILTON DR 7	606-46	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 saplings as needed. Remove trash and debris.	HBB FINANCIAL LLC	SANDERS	Adj Menace Fined $400 + COA
74.	CE-26-701	2826 DONALDSON DR 7	606-80	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	NICOLETTI ANTHONY 1	SANDERS	Adj Menace Fined $400 + COA

75.	CE-26-702	2839 DONALDSON DR 7	606-65	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	WILLIAMS GAIL	SANDERS	CLOSED
76.	CE-26-767	2751 E BENWOOD DR 6	630-276	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	SEVEN THIRTY SEVEN THOMAS LLC 0	Beasley STUDAWAY	No Mercy Fine $300 + costs
77.	CE-26-752	2718 E BENWOOD DR 6	630-272	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	POPWELL ESTATE LLC 1	STUDAWAY	CLOSED
78.	CE-26-708	2969 FAIRHILL DR 6	619-129	Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.	BEACON CAPITAL LLC 2	Beasley STUDAWAY	No Mercy Fine $300+ costs
79.	CE-24-1567	3350 FLEETWOOD 6	839-759	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.	KEEPING IT REAL ESTATE LLC 0	Beasley STUDAWAY	No Mercy Fine $300+COS

5-19-26
LR

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OFFICE OF THE CITY ATTORNEY
7/9/26

ORDER ACCEPTING DONATIONS FROM THE SOUTHERN POVERTY LAW CENTER AND NISSAN NORTH AMERICA FOR THE PURPOSE OF HUMAN AND CULTURAL PROGRAMMING AND RATIFYING PAYMENT TO ARTISAN PYROTECHNICS, INC. FOR THE CITY OF JACKSON'S FOURTH OF JULY FIREWORKS DISPLAY

WHEREAS, the Southern Poverty Law Center and Nissan North America, Inc. wish to donate $5,000 each, totaling $10,000, to the City of Jackson for the municipal purpose of supporting programming conducted by the Department of Human and Cultural Services (the Department). The governing authorities may only accept donations for purposes which are functions of city government and are authorized by statute. Once donated to the municipality, such donations become public assets and must be accounted for and expended or utilized as municipal funds or property in accordance with law; and

WHEREAS, Mississippi Code § 21-17-5 grants governing authorities' broad authority regarding municipal affairs and finances that do not conflict with the Mississippi Constitution or the Mississippi Code of 1972, and Section 2-336 of the Jackson Municipal Code establishes the Department and authorizes it to provide cultural programs and services for the citizens of Jackson; and

WHEREAS, Fourth of July programming, including but not limited to fireworks displays, constitutes a proper municipal purpose and promotes quality of life and cultural benefits for residents of the City of Jackson; and

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

WHEREAS, the Department incurred costs of $10,000.00 to have a 20-minute fireworks display at Smith-Wills Stadium as part of the Department's regular Fourth of July programming, as shown in the invoices attached hereto and incorporated into the minutes; and

WHEREAS, the pyrotechnical services have been completed by Artisan Pyrotechnics, Inc to the satisfaction of the Department; and

WHEREAS, the Department recommends authorizing this procurement and authorizing payment.

WHEREAS, the Department of Human and Cultural Services recommends that the governing authority authorize acceptance of these donations for use in connection with the Fourth of July program.

Agenda Item # 4
July 14, 2026
(Horhn)

IT IS HEREBY ORDERED that the City of Jackson governing authorities accept the donations from Southern Poverty Law Center and Nissan North America for the municipal purpose of supporting the Department of Human and Cultural Services and that any in-kind goods received shall be inventoried in accordance with the City's property control policies, if applicable, and shall be utilized solely for the Easter programming identified herein.

IT IS FURTHER ORDERED that all donations shall be used exclusively for the proper municipal purpose described in this Order and in compliance with all applicable laws and municipal policies.

IT IS FURTHER ORDERED that the procurement of pyrotechnical services from Artisan Pyrotechnics, Inc., in the total amount of $10,000.00, consistent with the attached invoice, is hereby ratified.

IT IS FURTHER ORDERED that payment in the amount of $10,000.00 to Artisan Pyrotechnics for pyrotechnical services, consistent with the attached invoice, is hereby authorized.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING DONATIONS FROM THE SOUTHERN POVERTY LAW CENTER AND NISSAN NORTH AMERICA FOR THE PURPOSE OF HUMAN AND CULTURAL PROGRAMMING AND RATIFYING PAYMENT TO ARTISAN PYROTECHNICS, INC. FOR THE CITY OF JACKSON'S FOURTH OF JULY FIREWORKS DISPLAY** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Megan Bennett, *Deputy City Attorney* MB

7/9/26
Date

ARTISAN PYROTECHNICS INC.

January 21, 2026

John A. Horhn
City of Jackson
219 S President St
Jackson, MS 39201

Dear Mayor Horhn,

Thank you, for once again allowing Artisan Pyrotechnics the opportunity to produce The City of Jackson's annual Independence Day Celebration fireworks display on July 1, 2026.

Please find attached a copy of the contract for this year's fireworks display. If everything meets with your approval, please sign and return the contract with the deposit.

As always all of our displays include insurance, experienced technicians, equipment, along with all federal, state, and local permits.

We look forward to producing another safe and exciting display.

Respectfully,

Nicole Pratt
Office Manager
Artisan Pyrotechnics, Inc

(601) 928-9454 • FAX (601) 928-9552
www.artisanpyro.com
P. O. Drawer 250 • Wiggins, MS 39577
Louisiana • Mississippi

ARTISAN PYROTECHNICS INC.

601-928-9454
OFFICE@ARTISANPYRO.COM
Saturday, January 17, 2026

Proposal prepared for:

City of Jackson 4th of July Celebration

July 1, 2026

General Information

- Price includes all federal, state, and local permits
- Price includes equipment, experienced and licensed fireworks technician
- Price includes liability insurance coverage in the amount of $5million
- Price includes setup of firework displays, shooting of fireworks displays, and breakdown and cleanup of fireworks displays

	Main Body
360	Total Main Body 2.5 Inch Shells
60	Total Main Body 3 Inch Shells
30	Total Main Body 4 Inch Shells
15	Total Main Body 5 Inch Shells
465	**TOTAL MAIN BODY SHELLS**
	Grand Finale
150	Total Finale 2 Inch Shells
60	Total Finale 3 Inch Shells
30	Total Finale 4 Inch Shells
5	Total Finale 5 Inch Shells
245	**TOTAL FINALE SHELLS**
710	**TOTAL DISPLAY EFFECTS**

$10,000.00

QUOTED SERVICES ARE VALID FOR 30 DAYS FROM THE DATE OF THE PROPOSAL.

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. Artisan Pyrotechnics, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of Artisan Pyrtoechnics, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice.

ARTISAN PYROTECHNICS, INC.

Pyrotechnic Contract

1) THIS AGREEMENT entered into this **21st** of **January 2026** by and between ARTISAN PYROTECHNICS, INC.; a Mississippi Corporation hereinafter referred to as "ARTISAN" and **City of Jackson, MS, John A. Horhn, Mayor,** hereinafter referred to as "PURCHASER".

2) ARTISAN agrees to furnish PURCHASER, in accordance with the terms and conditions hereinafter set forth, **1** pyrotechnic production (s) as per Program(s) **A**, submitted, accepted and made part hereof, including the services of a licensed pyrotechnic operator to take charge of and, along with sufficient helpers, safely discharge the display. The said production(s) will be performed on **Wednesday, July 1, 2026** at **1200 Lakeland Dr., Jackson, MS.**

3) PURCHASER, at its own expense, agrees to provide ARTISAN: A) A suitable PRODUCTION SITE in which to stage the pyrotechnic display including a firing and fallout zone reasonably acceptable to ARTISAN in which the pyrotechnics may be exhibited, rise and fall safely. B) Adequate policing, guard protection, roping, fencing and/or other crowd control measures to prevent the access of the public or its property or any other people or property not authorized by ARTISAN into the PRODUCTION SITE. C) Access by ARTISAN at all times, to the PRODUCTION SITE to set up the production. D) Ensure that the Spectator Area does not infringe on the PRODUCTION SITE. If PURCHASER fails to fully comply with requirement A, B, C, and D set forth above, ARTISAN shall have no obligation to perform and PURCHASER agrees to pay ARTISAN the entire contract price plus any additional expenses and damages incurred as a result of said failure. PURCHASER shall have the sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that ARTISAN, (including its operators and helpers) shall not inspect, police, monitor or otherwise supervise any area of the site other than the PRODUCTION SITE, except to ensure all spectators are outside the PRODUCTION SITE; and, after completion of the PRODUCTION, that the PRODUCTION SITE is cleared of any pyrotechnic debris originating from the production.

4) PURCHASER shall pay to ARTISAN the sum of **TEN THOUSAND** Dollars (**$10,000.00**). A deposit of 50% is due by **March 30, 2026. Final payment is due by July 1, 2026.** The initial deposit will include a non-refundable charge of $500.00 to initiate the permit and insurance process and is deducted prior to calculating any refunds. If the production proceeds, this amount will be applied towards the remaining balance due. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after 10 days from the date of the display. PURCHASER does hereby authorize ARTISAN to receive and verify financial information concerning PURCHASER from any person or entity.

5) PURCHASER agrees to assume the risk of weather, or other causes beyond ARTISAN control, which may prevent the production from being safely discharged on the scheduled date or the cancellation of any event for which PURCHASER has purchased the production. It shall be within ARTISAN sole discretion to determine whether or not the production may be safely discharged on the scheduled date and at the scheduled time. If, for any reason beyond ARTISAN control, including, without limitation, inclement weather, ARTISAN is unable to safely discharge the production on the scheduled date or should any event for which PURCHASER has purchased the production be cancelled, the parties shall attempt to negotiate a new production date, which shall be within 60 days of the original production date. PURCHASER further agrees to pay ARTISAN for any actual expenses made necessary by this postponement. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of production, additional taxes or surcharges, or any other additional expense that was incurred prior to and/or as a result of the postponement or cancellation. If the parties are unable to agree on a new production date, ARTISAN shall be entitled to liquidated damages from PURCHASER as if PURCHASER had cancelled the production on the date set for the production as follows.

6) PURCHASER shall have the option to unilaterally cancel this production at any time. If PURCHASER exercises this option, PURCHASER agrees to pay ARTISAN, as liquidated damages, the following percentages of the agreed contract price. 1) 25% if cancellation occurs three (3) or more days before the date scheduled for the production, 2) 50% if cancellation occurs between two (2) days prior to and the actual date set for the production, 3) 75% if cancellation occurs on the date set for the production but prior to the time physical set-up of the production actually begins 4) 100% thereafter. If cancellation occurs prior to the date set for the production, PURCHASER, agrees to pay to ARTISAN, in addition to the above percentages, the value associated with any specific custom work performed by ARTISAN or its agents including but not limited to music/narration tape production, sponsor logos and/or the costs of all special equipment purchased specifically for the use in this production, including but not limited to all applicable taxes and shipping charges.

7) ARTISAN reserves the ownership rights and trade names that are used in or is a product of the pyrotechnic production to be performed. Any reproduction by sound, video or other duplication or recording process without the express written permission of ARTISAN is prohibited.

8) ARTISAN agrees to furnish insurance coverage in connection with the Production only, for the following risks and amounts: bodily injury and property damage, ONE MILLION DOLLARS ($1,000,000) combined single limits. Such insurance shall include PURCHASER as an additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of

ARTISAN in performing the Production provided for in this Agreement. Such insurance afforded by ARTISAN shall not include claims made against PURCHASER for bodily injury or property damage arising from A) Failure of PURCHASER, including through or by its employees, agents and/or independent contractors, to perform its obligations under this Agreement, including, without limitation, those contained in Paragraph 3 of this Agreement; B) Failure of the PURCHASER to provide discretionary Spectator and Parking Areas referred to in Paragraph 3 of this Agreement. PURCHASER shall indemnify and hold ARTISAN harmless from all claims and suits made against ARTISAN for bodily injury or property damage arising from A) and B) of this Paragraph, and for any and all willful, wanton or negligent acts of PURCHASER, its employees, agents and or independent contractors.

9) Should PURCHASER fail to pay ARTISAN any fees, costs or expenses to which ARTISAN is entitled under the terms of this agreement, PURCHASER shall pay to ARTISAN, in addition to any other relief to which ARTISAN may be entitled, all costs of collection, including but not limited to attorney fees in the minimum amount of 25% of the balance due, court costs and judicial interest from the date of written demand to date of full payment.

10) PURCHASER shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special, and/or punitive damages from ARTISAN including, without limitation, loss of income, business or profits. Nothing in this paragraph shall be construed as a modification or limitation of the insurance coverage afforded in Paragraph 8 above.

11) It is agreed nothing in this Agreement or in ARTISAN performance of the production provided for herein shall be construed as forming a partnership or joint venture between PURCHASER and ARTISAN. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein.

12) This Agreement shall be governed and interpreted under the laws of the State of Mississippi.

13) Any Notice to the parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, and **First** class, addressed as follows:

ARTISAN - **Artisan Pyrotechnics, Inc., 82 Grace Rd., Wiggins, Ms. 39577.**

PURCHASER – **The City of Jackson, MS, 219 S. President St., Jackson, MS, 39205, John A. Horhn, Mayor.**

14) All terms of this Agreement are in writing and may only be modified by written agreement of both parties hereto. The parties acknowledge they have received a copy of said written agreement and agree to be bound by said terms of written Agreement, subject only to any written modifications signed by the parties hereto.

15) If there is more than one PURCHASER, they shall be jointly and severally be responsible to perform PURCHASER'S obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by PURCHASER and after it is executed by ARTISAN at ARTISAN offices in Wiggins, MS. This Agreement may be executed in several counter parts, including faxed copies, each one of which shall be deemed an original against the party executing same. This Agreement shall be binding upon the parties hereto and upon their heirs, successors, executors, administrators and assigns. PURCHASER agrees and acknowledges that because of the nature of fireworks, an industry accepted level of 3% of the product used in any production may not function as designed and this level of nonperformance is acceptable as full performance.

In Witness Whereof the parties hereto, by and through their duly authorized agents, have set their hands and seals this **21st** day of **January 2026.**

_____, Title President.
ARTISAN PYROTECHNICS, INC.

_____, Title Mayor
CITY OF JACKSON, MS

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OFFICE OF THE CITY ATTORNEY
7/8/26

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:

Plain Text = Existing Text
Underline = New Text
1 = *Renumbering*
~~*Strikethrough*~~ = Deleted Text

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 ~~senior~~ Presiding judge being the primary authority in such instances.

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(D.Martin, Horhn)

(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 ~~three~~ 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.

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
2026

OFFICE OF THE CITY ATTORNEY

This **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AMENDING CHAPTER 46, ARTICLE II OF THE CITY OF JACKSON CODE OF ORDINANCES** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Megan Bennett, *Deputy City Attorney*

7/8/26
Date

10

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AMENDING CHAPTER 2, ARTICLE IV OF THE CITY OF JACKSON CODE OF ORDINANCES RELATING TO DEPARTMENTS.

WHEREAS, the City Council of the City of Jackson, Mississippi, previously adopted an ordinance creating Chapter 2, Article IV, Section 2-336 of the City of Jackson Code of Ordinances, entitled "Departments," governing the establishment of City departments; and

WHEREAS, pursuant to Mississippi Code §21-19-1 et seq., the City Council has the authority to enact, amend, and repeal ordinances in the interest of the public health, safety, and welfare. Pursuant to Mississippi Code § 21-8-23, the City Council may establish or disestablish departments by ordinance; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Jackson to amend Chapter 2, Article IV, Section 2-336 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 2, Article IV, Section 2-336 of the City of Jackson Code of Ordinances, entitled "Departments" be amended as follows:

Plain Text = Existing Text
Underline = New Text
1 = Renumbering
Strikethrough = Deleted Text

Sec. 2-336. Creation; functions.

There are hereby created the following departments which shall have the following principal functions:

(1) *Administration*. The department of administration shall perform the functions of finance, budget, and management, fleet management, purchasing, and municipal court services, economic development and grants and federal programs.

(2) *Fire*. The fire department shall perform the functions of fire prevention, suppression and education.

(3) *Police*. The police department shall perform the functions of crime prevention and suppression, animal control, youth court, and community improvement, building and permits, planning and zoning, and developmental assistance including, but not limited to, housing.

(4) *Public works*. The public works department shall perform the functions of water and sewer engineering and maintenance; streets, bridges and drainage engineering and maintenance; traffic engineering and maintenance; right-of-way maintenance; cemetery maintenance; park maintenance; building maintenance; solid waste collection contract administration; administration of the pest control contract; central supply; and custodial services.

(5) *Human and cultural services*. The human and cultural services department shall perform the functions of senior services, early childhood education, museums, art galleries, arts centers, auditoriums, and planetariums, as well as administration of a variety of recreational services, including park reservations, community center

rental, athletic and recreational programming, special events, and the administration of contract facilities, rental registration and public transportation/JATRAN.

(6) *Human resources.* The human resources department shall perform all human resources functions including the administration of benefits.

~~(7) *Planning and development.* The planning and development department shall perform the functions of planning and zoning, developmental assistance including, but not limited to, housing, economic development and grants, federal programs, public transportation/JATRAN, building and permits, and community improvement.~~

(8) *Constituent services and communications.* The constituent services and communications department shall be responsible for the quality and content of information regarding city government. This department will serve as an information conduit for the city council, department heads, employees, and citizens. This department will also conduct site visits with businesses and citizens to identify problems and find solutions before they become unmanageable. The divisions of Action Line, Public Education and Government (PEG) Television, publications, public relations and quality of life, Office of Publications, and related duties shall be under this department.

(9) *Municipal clerk.* The department of municipal clerk shall perform the functions of and duties of the municipal clerk as inherent by law, and those duties referenced in the Mississippi Code Annotated (1972), as amended as belonging to the "clerk", "municipal clerk", or "city clerk". The municipal clerk shall attend all council meetings and, subsequent to the meeting, shall receive the compiled minutes from the clerk of council for recordation. The municipal clerk shall keep the official minutes of the proceedings of the council, shall have custody of records of the municipality and be responsible for record retention, and shall be responsible for publication of all matters which require publication by law. In the absence of the municipal clerk, the duties of the municipal clerk shall be performed by that person serving as the chief deputy clerk of municipality. The municipal clerk shall plan and assign work and exercise general supervision of the deputy municipal clerks, and clerical employees that are assigned to the municipal clerk.

(10) *Information technology.* The department of information technology shall perform all the functions of information technology, information systems, and telecommunications.

Sec. 2-336. Creation; functions.

There are hereby created the following departments which shall have the following principal functions:

(1) *Administration.* The department of administration shall perform the functions of finance, budget, and management, fleet management, purchasing, municipal court services, economic development, grants and federal programs.

(2) *Fire.* The fire department shall perform the functions of fire prevention, suppression and education.

(3) *Police.* The police department shall perform the functions of crime prevention and suppression, animal control, youth court, and community improvement, building

and permits, planning and zoning, and developmental assistance including, but not limited to, housing.

(4) *Public works.* The public works department shall perform the functions of water and sewer engineering and maintenance; streets, bridges and drainage engineering and maintenance; traffic engineering and maintenance; right-of-way maintenance; cemetery maintenance; park maintenance; building maintenance; solid waste collection contract administration; administration of the pest control contract; central supply; and custodial services.

(5) *Human and cultural services.* The human and cultural services department shall perform the functions of senior services, early childhood education, museums, art galleries, arts centers, auditoriums, and planetariums, as well as administration of a variety of recreational services, including park reservations, community center rental, athletic and recreational programming, special events, and the administration of contract facilities, rental registration and public transportation/JATRAN.

(6) *Human resources.* The human resources department shall perform all human resources functions including the administration of benefits.

(7) *Constituent services and communications.* The constituent services and communications department shall be responsible for the quality and content of information regarding city government. This department will serve as an information conduit for the city council, department heads, employees, and citizens. This department will also conduct site visits with businesses and citizens to identify problems and find solutions before they become unmanageable. The divisions of Action Line, Public Education and Government (PEG) Television, publications, public relations and quality of life, Office of Publications, and related duties shall be under this department.

(8) *Municipal clerk.* The department of municipal clerk shall perform the functions of and duties of the municipal clerk as inherent by law, and those duties referenced in the Mississippi Code Annotated (1972), as amended as belonging to the "clerk", "municipal clerk", or "city clerk". The municipal clerk shall attend all council meetings and, subsequent to the meeting, shall receive the compiled minutes from the clerk of council for recordation. The municipal clerk shall keep the official minutes of the proceedings of the council, shall have custody of records of the municipality and be responsible for record retention, and shall be responsible for publication of all matters which require publication by law. In the absence of the municipal clerk, the duties of the municipal clerk shall be performed by that person serving as the chief deputy clerk of municipality. The municipal clerk shall plan and assign work and exercise general supervision of the deputy municipal clerks, and clerical employees that are assigned to the municipal clerk.

(9) *Information technology.* The department of information technology shall perform all the functions of information technology, information systems, and telecommunications.

11

ORDINANCE OF THE JACKSON CITY COUNCIL ESTABLISHING A TEMPORARY MORATORIUM ON THE DEVELOPMENT AND EXPANSION OF DATA CENTERS UNTIL A REGULATORY FRAMEWORK IS APPROVED BY THE GOVERNING AUTHORITY

WHEREAS, the City of Jackson is currently undergoing critical infrastructure stabilization efforts, including but not limited to water, wastewater, drainage, and electrical reliability; and

WHEREAS, large-scale data centers, particularly hyperscale facilities, require substantial and continuous consumption of water and electricity, and may place additional strain on municipal systems; and

WHEREAS, jurisdictions across the United States have identified risks associated with data center development, including excessive utility consumption, environmental impacts, noise pollution, and land use incompatibility; and

WHEREAS, the City of Jackson must ensure that any new industrial-scale development aligns with its infrastructure capacity, public health priorities, and long-term economic development strategy; and

WHEREAS, existing zoning classifications do not adequately distinguish between traditional commercial uses and industrial-scale data processing facilities; and

WHEREAS, the City Council finds it necessary to temporarily suspend certain data center and data center-related facility developments while establishing appropriate regulatory standards to protect residents and municipal resources.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Jackson, Mississippi following review, consideration, and discussion, that a temporary moratorium on accepting special use permits, conditional use permits, Zoning Map Amendments (rezoning requests), building permits (except for interior renovations that do not expand capacity or impact exterior appearance/noise), and any other development approval required by law for data centers and data center-related facilities be utilized to allow the City of Jackson time to further study the concerns expressed by residents and taxpayers, and develop comprehensive rules and regulations for the siting of data centers and data center-related facilities.

NOW, THEREFORE, the City Council of the City of Jackson, the following shall be known and cited as the City of Jackson's Data Center and Data Center-Related Facilities Moratorium Ordinance.

SECTION 1. PURPOSE

The purpose of this ordinance is to:

- Protect the City's water, sewer, and electrical infrastructure.
- Ensure compatibility of land use with surrounding communities.

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July 14, 2026
(Grizzell)

- Prevent disproportionate environmental burdens on vulnerable neighborhoods.
- Establish a regulatory framework for future data center development.

SECTION 2. DEFINITIONS

For purposes of this ordinance:

(a) Data Center
A facility which houses the necessary computer servers, systems, or networks and related hardware, wiring, data transmitters, and other components required for the remote storage or processing, transfer, backup and recovery, analysis, or processing of digital data. Further, a data center may also include a facility that engages in developing computer technology, software development, programming, data analytics, and digital media.

(b) Data Center-Related Facilities
This term shall include the on-site exterior equipment and facilities necessary for the safe, secure, and compatible operation of a Data Center, including but not limited to: HVAC equipment, emergency and primary power generation equipment and facilities, including those necessary to interface with the electric grid system; and sound or emissions attenuation devices.

SECTION 3. TEMPORARY MORATORIUM

(a) A temporary moratorium is hereby imposed for a period of 183 calendar days from the effective date of this Ordinance. During this period, the City of Jackson shall not accept, process, or approve any application for the following development approvals:

- Special Use Permits
- Conditional Use Permits
- Zoning Map Amendments (rezoning requests)
- Building Permits (except for interior renovations that do not expand capacity or impact exterior appearance/noise)
- Any other development approval required by law

for the establishment, construction, erection, alteration, or expansion of any data center or data center-related facilities.

(b) This moratorium shall remain in effect unless it is earlier terminated, extended, or modified by the City Council following state law.

SECTION 4. EXEMPTIONS

The following are exempt:

1. Any development that has received a valid development approval in accordance with the City's Zoning Ordinance prior to the effective date of this Ordinance;

2. Existing data centers conducting routine maintenance or minor upgrades;
3. Facilities supporting public safety, emergency management, or government operations;
4. Projects that have received full and final site plan approval prior to the effective date; and
5. Emissions disclosures (including backup generators).

SECTION 5. COMMUNITY PROTECTION REQUIREMENTS

All future data center proposals may, at the discretion of the Department of Planning and Development, include:

- A Community Impact Statement.
- A Public Hearing prior to approval.
- A Community Benefits Agreement, where applicable.

SECTION 6. ZONING AND LAND USE REVIEW

During the moratorium period, the City shall take the following actions:

- Investigate the potential impacts of data centers and data-center related facilities.
- Draft specific land use ordinance amendments and standards to regulate these facilities, including appropriate zoning districts, setback requirements, noise limitations, and utility capacity conditions.
- Distinguish between commercial-scale and industrial-scale operations
- Consider holding public workshops and Planning Board meetings to review the draft amendments and gather public input.
- Identify appropriate districts for potential development
- Consider prohibiting placement near residential zones, schools, and critical community facilities unless special approval is granted.

SECTION 7. SEVERABILITY

If any section, subsection, sentence, clause, or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause, and provision thereof, irrespective of the fact that any one or more portions may be declared invalid.

SECTION 8. EFFECTIVE DATE

The City Council finds that immediate enactment of this Ordinance is necessary for the preservation of the public peace, health, safety, and welfare, and that good cause exists for its immediate effectiveness. The City currently lacks zoning, permitting, and development standards governing data centers and requires additional time to evaluate potential impacts on public infrastructure, utilities, and surrounding properties, as well as to consider appropriate regulations. Absent this temporary moratorium, applications may be submitted and vested rights may arise

before such regulations can be adopted. Accordingly, upon passage by the unanimous vote required by law, this Ordinance shall become effective immediately.

Otherwise, this Ordinance shall take effect one month after its passage, and publication under applicable law and City procedures.

SO ORDAINED, this ____ day of _____, 2026.

Office of the City Attorney

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Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
6/10/26

OFFICE OF THE CITY ATTORNEY

This **ORDINANCE OF THE JACKSON CITY COUNCIL ESTABLISHING A TEMPORARY MORATORIUM ON THE DEVELOPMENT AND EXPANSION OF DATA CENTERS UNTIL A REGULATORY FRAMEWORK IS APPROVED BY THE GOVERNING AUTHORITY** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
Sondra Moncure, *Special Assistant*

6/10/26
Date

12

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI PROVIDING FOR THE ELECTION OF COUNCIL PRESIDENT AND VICE PRESIDENT. (JACKSON CITY COUNCIL)

WHEREAS, pursuant to Section 21-8-11 of the Mississippi Code of 1972, as amended, and Section 2-37 of the Jackson Code of Ordinances, the president and vice president of the Council serve at the will and pleasure of the City Council; and

WHEREAS, the City Council has determined that a new election should be held at this time.

IT IS, THEREFORE, ORDERED that the City Council by majority vote hereby elects _____ to serve as President of the City Council and _____ to serve as Vice President of the City Council.

Agenda Item # 12
July 14, 2026
(Jackson City Council)

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14

15

OFFICE OF THE CITY ATTO
7/7/20

RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF JACKSON, MISSISSIPPI TO REIMBURSE ITSELF FROM THE PROCEEDS OF THE MASTER LEASE PURCHASE AGREEMENT FOR THE PURCHASE OF THREE COMPACT TRACK LOADERS, ONE ZERO TURN LAWN MOWER, ONE MINI EXCAVATOR AND EXCAVATOR ATTACHMENT FOR THE PUBLIC WORKS DEPARTMENT; ONE COMPACT UTILITY TRACTOR AND ATTACHMENTS FOR THE HUMAN AND CULTURAL SERVICES DEPARTMENT; AND ONE ZERO TURN MOWER AND ONE CHEVROLET TRAX FOR THE JACKSON FIRE DEPARTMENT.

WHEREAS, in connection with the purchase of three (3) compact track loaders, one (1) zero turn lawn mower, one (1) mini excavator and attachment, for Public Works Department, one (1) compact utility tractor and attachments, for Human and Culture Department, one (1) zero turn lawn mower and one (1) Chevrolet Trax for Fire Department the City has advanced and will advance internal funds from fund 001; and,

WHEREAS, this Resolution is intended as a declaration of official intent under Federal Treasury Regulations 26 CFR 1.150-2. The debt to be issued to finance the purchase of three (3) compact track loader, one (1) zero turn lawn mower, one (1) mini excavator and attachment, for Public Works Department, one (1) compact utility tractor and attachments, for Human and Culture Department, one (1) zero turn lawn mower and one (1) Chevrolet Trax for Fire Department is expected not to exceed an aggregated principal amount of $409,748.94; and,

WHEREAS, the City intends to reimburse itself for all of such expenses from the proceeds of the Master Lease Purchase Agreement.

NOW, THEREFORE, BE IT RESOLVED the City of Jackson, Mississippi, hereby declares its official intent to reimburse itself from the proceeds of the Master Lease Purchase Agreement for the purchase of three (3) compact track loader, one (1) zero turn lawn mower, one (1) mini excavator and attachment, for Public Works Department, one (1) compact utility tractor and attachments, for Human and Culture Department, one (1) zero turn lawn mower and one (1) Chevrolet Trax for Fire Department, prior to and subsequent to the date of this Resolution in accordance with Federal Treasury Regulations, 26 CFR 1.150-2.

BE IT FURTHER RESOLVED, the Mayor is authorized to take such action as may be necessary to carry out the purpose of this Resolution and is authorized to execute necessary and related documents required for the issuance of the debt.

Agenda Item # 15
July 14, 2026
(Caldwell, Horhn)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 6/29/2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Reimburse Master Lease
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	Changes in City Government
3.	**Who will be affected**	City of Jackson citizens and Public Works, Human and Culture, and Fire Departments
4.	**Benefits**	Enhanced services to citizens and spread out cost of equipment over its useful life
5.	**Schedule (beginning date)**	Upon approval by City Council
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Department** ▪ **Consultant**	Department of Administration
8.	**COST**	$409,748.94
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ▪ **Bond** ▪ **Other**	00146400-6876-$332,009.79 00144120-6868-$24,885.00 00144170-6876-$5,779.15 00550430-6876-$47,075.00
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 02-04

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OFFICE OF THE CITY ATTORNEY

This **RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF JACKSON, MISSISSIPPI TO REIMBURSE ITSELF FROM THE PROCEEDS OF THE MASTER LEASE PURCHASE AGREEMENT FOR THE PURCHASE OF THREE COMPACT TRACK LOADER, ONE ZERO TURN LAWN MOWER, ONE MINI EXCAVATOR AND EXCAVATOR ATTACHMENT FOR THE PUBLIC WORKS DEPARTMENT; ONE COMPACT UTILITY TRACTOR AND ATTACHMENTS FOR THE HUMAN AND CULTURE SERVICES DEPARTMENT; AND ONE ZERO TURN MOWER AND ONE CHEVROLET TRAX FOR THE JACKSON FIRE DEPARTMENT** is legally sufficient for placement in NOVUS Agenda.

Sondra P. Moncure — 7/1/20

Sondra Moncure, *Special Assistant* — **Date**

Megan Bennett, *Deputy City Attorney* MB

16

OFFICE OF THE CITY CLERK 7/13/26

ORDER RATIFYING AN EMERGENCY CONTRACT FOR THE REPAIR, REPLACEMENT, AND MODERNIZATION OF THE JACKSON POLICE DEPARTMENT DETENTION FACILITY SECURITY, SURVEILLANCE, COMMUNICATION, AND ACCESS CONTROL SYSTEMS

WHEREAS, the Jackson Police Department identified aging and outdated security infrastructure requiring immediate modernization to ensure the continued reliability, safety, and effectiveness of the Jackson Police Department Detention Facility's operations; and,

WHEREAS, the Jackson Police Department conducted an assessment of the detention facility and identified deficiencies and aging infrastructure within the Jackson Police Department Detention Facility's security, surveillance, communication, and electronic access control systems requiring prompt repair, replacement, and modernization to ensure continued safe and efficient operation of the facility. The Jackson Police Department determined immediate procurement is necessary to maintain uninterrupted public safety services, enhance operational efficiency, improve documentation and evidence preservation, and reduce reliance on temporary operational measures pending completion of the modernization project; and,

WHEREAS, modernization of the surveillance and recording systems is necessary to improve the reliability, preservation, and availability of objective evidence relating to detention facility operations and incident review; and,

WHEREAS, modernization will enhance documentation and investigative capabilities relating to detention facility operations; and,

WHEREAS, modernization of the facility's security systems will reduce reliance on interim operational procedures and improve overall detention operations; and,

WHEREAS, prompt repair and modernization of these systems are necessary to avoid disruption of detention operations and to maintain the safety and security of detainees, detention personnel, law enforcement officers, and the public; and,

WHEREAS, because the identified deficiencies require immediate corrective action in order to maintain the reliable, safe, and secure operation of the detention facility and to preserve the effective delivery of essential public safety services at the Jackson Police Department Detention Facility, the Mayor invoked the emergency procurement process pursuant to Section 31-7-13(k) of the Mississippi Code of 1972, as amended, a copy of which is attached to this Order and made a part of these minutes; and,

WHEREAS, pursuant to the emergency procurement authority, the Mayor determined that immediate procurement was necessary to address these operational needs, and executed a contract with Business Communications Incorporated, LLC (BCI) for the repair, replacement, installation, and modernization of the detention facility's security, surveillance, communication, and electronic access control systems in an amount not to exceed $306,233.88, a copy of which is attached hereto and incorporated into these minutes.

Agenda Item # 16
July 14, 2026
(Brackney, Horhn)

IT IS, THEREFORE, ORDERED AND HEREBY RATIFIED that the emergency contract with Business Communications, INC (BCI) for the repair, replacement, installation, and modernization of the Jackson Police Department Detention Facility's security, surveillance, communication, and electronic access-control systems, in an amount not to exceed $306,233.88, is hereby ratified.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: July 2, 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER RATIFYING AN EMERGENCY CONTRACT FOR THE REPAIR, REPLACEMENT, AND MODERNIZATION OF THE JACKSON POLICE DEPARTMENT DETENTION FACILITY SECURITY, SURVEILLANCE, COMMUNICATION, AND ACCESS CONTROL 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	6. Infrastructure and Transportation
3.	**Who will be affected**	City of Jackson Police Department
4.	**Benefits**	Installation of cameras and access control devices for detention areas, and JPD HQ.
5.	**Schedule (beginning date)**	Upon council approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ ▪ **Project limits if applicable**	JPD Headquarters
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	Jackson Police Department
8.	**COST**	**306,233.88**
9.	**Source of Funding** ▪ **General Fund** ■ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	**Account # 001.442.40.6852**
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

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OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AN EMERGENCY CONTRACT FOR THE REPAIR, REPLACEMENT, AND MODERNIZATION OF THE JACKSON POLICE DEPARTMENT DETENTION FACILITY SECURITY, SURVEILLANCE, COMMUNICATION, AND ACCESS CONTROL SYSTEMS** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*

7/7/20

Date

RaShall Brackney, Ph.D.
Chief of Police
Jackson Police Department
Leadership • Integrity • Accountability

MEMORANDUM COP# 28-2026

ATTORNEY-CLIENT COMMUNICATION

To: John Hohrn
Mayor

From: RaShall Brackney, Ph.D.
Chief of Police
Sondra Moncure
Special Assistant to the City Attorney
Date: June 29, 2026

Re: Emergency Declaration Request: Jackson Police Department Detention Facility

---

Following a recent assessment by the Chief of Police, significant deficiencies have been identified within the Jackson Police Department's detention facility that substantially impair its ability to safely operate and protect detainees, detention personnel, and the public. These deficiencies include the absence of recorded video surveillance, nonfunctional and inadequate camera coverage, the lack of secure detainee communication systems, malfunctioning electronic access controls, and other critical security failures.

As a direct result, detention officers are unable to adequately monitor detainees for medical emergencies, suicide attempts, assaults, or other critical incidents, and the Department is unable to properly investigate use-of-force incidents, allegations of misconduct, or other events requiring objective evidence. Detainees must remain continuously restrained after booking solely because of these operational deficiencies, creating additional legal and constitutional concerns.

Collectively, these conditions expose the City to substantial risks of injury, liability, and noncompliance with constitutional standards governing the care and custody of pretrial detainees. Accordingly, emergency funding is necessary to immediately repair, replace, and modernize the detention facility's critical life-safety, security, surveillance, and access-control systems in order to restore safe operations, protect the rights and welfare of individuals in custody, ensure the safety of detention personnel, and reduce the City's exposure to significant legal and financial liability.

Critical Deficiencies

1. Inadequate Video Surveillance System

The existing camera system provides live-view monitoring only and does not record video. Numerous cameras are either inoperable or provide inadequate coverage. The system lacks audio recording and communication capabilities.

As a result:

- Critical incidents cannot be reviewed or investigated.
- There is no evidentiary record of detainee or staff conduct.
- Allegations of excessive force, misconduct, or abuse cannot be objectively verified.
- Staff are unable to adequately monitor detainees for medical emergencies, assaults, or suicide attempts.

2. Lack of Intercom/Communication Systems in Housing Pods

- The detention pods are not equipped with functioning intercoms or other secure communication systems.
- Detainees cannot communicate with detention officers from within secured housing areas.
- Officers must physically open secure pod doors to communicate with detainees, unnecessarily compromising facility security.
- Staff may be unaware when a detainee is experiencing a medical emergency, mental health crisis, or other distress.

3. Continuous Shackling of Detainees

- Due to the inability to safely monitor and communicate with detainees, individuals remain continuously restrained after booking and placement into housing pods.
- This practice is necessitated by the facility's operational deficiencies rather than individualized security assessments.
- Continuous restraint under these circumstances presents significant legal, constitutional, and liability concerns.

4. Inability to Adequately Monitor Detainee Safety

- Current deficiencies prevent effective observation of detainees.
- Staff are unable to reliably:
- Detect suicide attempts or self-harm.
- Identify medical emergencies.
- Prevent assaults between detainees.
- Monitor overcrowding conditions.

Critical Deficiencies

1. Inadequate Video Surveillance System

The existing camera system provides live-view monitoring only and does not record video. Numerous cameras are either inoperable or provide inadequate coverage. The system lacks audio recording and communication capabilities.

As a result:

- Critical incidents cannot be reviewed or investigated.
- There is no evidentiary record of detainee or staff conduct.
- Allegations of excessive force, misconduct, or abuse cannot be objectively verified.
- Staff are unable to adequately monitor detainees for medical emergencies, assaults, or suicide attempts.

2. Lack of Intercom/Communication Systems in Housing Pods

- The detention pods are not equipped with functioning intercoms or other secure communication systems.
- Detainees cannot communicate with detention officers from within secured housing areas.
- Officers must physically open secure pod doors to communicate with detainees, unnecessarily compromising facility security.
- Staff may be unaware when a detainee is experiencing a medical emergency, mental health crisis, or other distress.

3. Continuous Shackling of Detainees

- Due to the inability to safely monitor and communicate with detainees, individuals remain continuously restrained after booking and placement into housing pods.
- This practice is necessitated by the facility's operational deficiencies rather than individualized security assessments.
- Continuous restraint under these circumstances presents significant legal, constitutional, and liability concerns.

4. Inability to Adequately Monitor Detainee Safety

- Current deficiencies prevent effective observation of detainees.
- Staff are unable to reliably:
- Detect suicide attempts or self-harm.
- Identify medical emergencies.
- Prevent assaults between detainees.
- Monitor overcrowding conditions.

- Ensure compliance with detention standards.

5. Lack of Investigative Capability

- Because surveillance footage is not recorded and many systems are nonfunctional:
- Critical incidents cannot be reconstructed.
- Internal investigations are severely hindered.
- Criminal investigations involving detainees or staff are compromised.
- The City lacks objective evidence to defend against civil claims or establish accountability.

6. Deficient Electronic Access Control System

- Electronic access-control systems are not functioning properly.
- Secure doors cannot be consistently monitored or controlled as intended.
- These failures increase the risk of unauthorized movement, escape, and threats to officer safety.

Collectively, these deficiencies substantially impair the detention facility's ability to operate in a safe, secure, and legally compliant manner. They increase the risk of injury to detainees and staff, impede effective supervision and emergency response, expose the City to significant civil liability, and prevent the proper documentation and investigation of critical incidents. Immediate corrective measures are necessary to restore the facility to acceptable operational and constitutional standards.

Respectfully submitted,

RaShall Brackney, Ph.D.
Chief of Police

CC: file
Attachments

Date:
05/08/2026

PSEC COJ Police Dept. Verkada Cameras

Prepared for:
City of Jackson

Quote #: 057043 Version: 1

BCI

Business Communications, Inc.

Mary Tucker, Account Executive

442 Highland Colony Parkway
Ridgeland, MS 39157

Office: 601.427.4212

Fax 601.898.1310

Email: mtucker@bcianswers.com

Website: http://bcianswers.com/

EPL Number 4599

Cameras		Price	Qty	Ext. Price
CM42-256-HW	Verkada CM42 Indoor Mini Dome Camera, 256GB, 30 Days Max	$423.86	99	$41,962.14
CF83-512E-HW	CF83-E Outdoor Fisheye Camera, 512GB, 30 Days Max	$1,090.88	2	$2,181.76
CD43-256E-HW	CD43-E Outdoor Dome Camera, 256GB, 30 Days Max	$727.05	13	$9,451.65
ACC-MNT-CJBOX-1	Circle Junction Box Mount	$66.10	13	$859.30
CB52-256E-HW	CB52-E Outdoor Bullet Camera, 256GB, 30 Days Max	$969.61	11	$10,665.71
ACC-MNT-SJBOX-1	SQUARE JUNCTION BOX MOUNT	$53.97	11	$593.67
LIC-CAM-3Y-CAP	3-Year Camera License, Capacity Increase	$363.22	125	$45,402.50
SHIPPING FEES	Shipping Fees	$3,036.00	1	$3,036.00
		Subtotal:		$114,152.73

Intercoms for 2-Way Audio		Price	Qty	Ext. Price
TS12-N-HW	TS12-N Square Audio Intercom	$666.41	14	$9,329.74
LIC-TD-3Y-CAP	3-Year Intercom License, Capacity Increase	$636.10	14	$8,905.40
ACC-INT-TS-COND	Square Intercom Conduit Surface Mount	$90.35	14	$1,264.90
		Subtotal:		$19,500.04

Cabling		Price	Qty	Ext. Price
CABLING-SUBLETT	Cabling Hardware	$11,215.00	1	$11,215.00
BCI-MPC-TAX	Mississippi Contractor's Tax (3.5%) for Cabling Hardware	$392.53	1	$392.53
CABLING-SUBLETT	Cabling Labor	$27,170.00	1	$27,170.00
BCI-MPC-TAX	Mississippi Contractor's Tax (3.5%) for Cabling Labor	$950.95	1	$950.95
		Subtotal:		$39,728.48

Professional Services		Price	Qty	Ext. Price
BCI-EPL-LABOR-JR-FF	EPL Hourly Rate for Basic Installation Services **Professional Services for configuration and testing of camera and intercom equipment.**	$110.00	123	$13,530.00
		Subtotal:		$13,530.00

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PSEC COJ Police Dept. Verkada Cameras

Quote Information:

Quote #: 057043
Version: 1
Delivery Date: 05/08/2026

Bill To:

City of Jackson
PO Box 17 Finance Division/Accts Payable
Jackson, MS 39205
FinanceDivision AccountsPayable
pams@city.jackson.ms.us
(601) 960-1010

Ship To:

City of Jackson
PO Box 17 Finance Division/Accts Payable
Jackson, MS 39205
Nathan Slater
nslater@jacksonms.gov
(601) 960-1246

Quote Summary	Amount
Cameras	$114,152.73
Intercoms for 2-Way Audio	$19,500.04
Cabling	$39,728.48
Professional Services	$13,530.00
Total	$186,911.25

Return Policy

All requests to return merchandise and/or materials purchased are subject to manufacturer's authorization and return policy. If purchased materials and/or merchandise is damaged, defective, and/or non-functional on arrival, customers have 30 days from date of invoice to request a return. All returned materials and/or merchandise must be complete with all manuals, cables, warranty cards, static bags, etc., just as the Customer received them. All other materials and/or merchandise can only be returned if the box and/or packaging has not been opened. Authorization of these returns are subject to the manufacturer's approval and are subject to a restocking fee.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

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BCI Confidential

Proposal Acceptance

By signing this document the customer aknowledges that they have received and read a copy of the BCI General Customer Agreement and agrees to all the terms contained therein. While we strive to honor quoted pricing, all prices remain subject to change until the product ships.

Customer signature and acceptance of this quote serves as authorization for BCI to procure the products and services detailed in the quote on behalf of the customer and to invoice customer accordingly.

Pricing includes 3% discount for payments made by cash, check or ACH.

City of Jackson		Business Communications, Inc	
Signed	John Horhn	Signed	Mary Tucker
Name	John Horhn	Name	Mary Tucker
Title	Mayor	Title	Account Executive
Date	7/2/26	Date	May 08, 2026

Mary Tucker, Account Executive
442 Highland Colony Parkway
Ridgeland, MS 39157

Office: 601.427.4212
Fax 601.898.1310
Email: mtucker@bcianswers.com
Website: http://bcianswers.com/

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BCI Confidential

Date:
05/12/2026

PSEC Verkada Access Control

Prepared for:
City of Jackson

Quote #: 057150 Version: 1

BCI

Business Communications, Inc.

Mary Tucker, Account Executive
442 Highland Colony Parkway
Ridgeland, MS 39157
Office: 601.898.1890 / 800.748.6317
Fax 601.898.1310
Email: mtucker@bcianswers.com
Website: http://bcianswers.com/

Hardware		Price	Qty	Ext. Price
AC62-HW	**AC62 16 Door Controller**	$3,213.22	7	$22,492.54
ACC-BAT-18AH	**18AH Backup Battery**	$423.86	7	$2,967.02
AC43-HW-NA	**AC43 4 Door Controller**	$1,212.16	4	$4,848.64
ACC-BAT-4AH	**4AH Backup Battery**	$78.22	4	$312.88
LIC-AC-3Y-CAP	**3-Year Door License, Capacity Increase**	$363.22	103	$37,411.66
SHIPPING FEES	**Shipping Fees**	$469.89	1	$469.89
		Subtotal:		**$68,502.63**

Services		Price	Qty	Ext. Price
BCI-LABOR-PROJECT-FIXED-FEE	**Fixed Fee Project Labor** Professional Services for installation/configuration of access control equipment proposed for City of Jackson Police Department	$50,820.00	1	$50,820.00
		Subtotal:		**$50,820.00**

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PSEC Verkada Access Control

Quote Information:

Quote #: 057150
Version: 1
Delivery Date: 05/12/2026

Bill To:

City of Jackson
PO Box 17 Finance Division/Accts Payable
Jackson, MS 39205
FinanceDivision AccountsPayable
pams@city.jackson.ms.us
(601) 960-1010

Ship To:

City of Jackson
PO Box 17 Finance Division/Accts Payable
Jackson, MS 39205
Nathan Slater
nslater@jacksonms.gov
(601) 960-1246

Quote Summary	Amount
Hardware	$68,502.63
Services	$50,820.00
Total	**$119,322.63**

Return Policy

All requests to return merchandise and/or materials purchased are subject to manufacturer's authorization and return policy. If purchased materials and/or merchandise is damaged, defective, and/or non-functional on arrival, customers have 30 days from date of invoice to request a return. All returned materials and/or merchandise must be complete with all manuals, cables, warranty cards, static bags, etc., just as the Customer received them. All other materials and/or merchandise can only be returned if the box and/or packaging has not been opened. Authorization of these returns are subject to the manufacturer's approval and are subject to a restocking fee.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

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BCI Confidential

By signing this document, customer acknowledges that they have received and read a copy of the BCI General Customer Agreement and agrees to all the terms contained therein. While we strive to honor quoted pricing, all prices remain subject to change until the product ships.

Customer signature and acceptance of this quote serves as authorization for BCI to procure the products and services detailed in the quote on behalf of the customer, and to invoice customer accordingly.

Pricing includes 3% discount for payments made by cash, check, or ACH.

BCI will generate an invoice for the customer when the hardware ships from the supplier.

City of Jackson		Business Communications, Inc	
Accepted By: Signature	John Horhn	**By: Signature**	Mary Tucker
Name	John Horhn	**Name**	Mary Tucker
Title	Mayor	**Title**	Account Executive
Date	7/2/24	**Date**	May 12, 2026

Mary Tucker, Account Executive

442 Highland Colony Parkway
Ridgeland, MS 39157

Office: 601.898.1890 / 800.748.6317

Fax 601.898.1310

Email: mtucker@bcianswers.com

http://bcianswers.com/

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BCI Confidential

Business Communications, Inc.
General Customer Agreement

This General Customer Agreement (the "Agreement") is made between (Company Name):

City of Jackson, Mississippi

having its principal place of business at (Street Address, City, State, Zip):

(hereinafter referred to as "Customer") and **Business Communications, Inc.**, a Mississippi corporation having its principal place of business at **442 Highland Colony Parkway, Ridgeland, MS 39157** (hereinafter referred to as "BCI"). WHEREAS, the parties hereto desire that this Agreement outline the terms and conditions of the Agreement by and between the parties relating to services and products provided by BCI to Customer from time to time.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. **SERVICES.** The services provided during the term of this Agreement and covered by the Agreement shall be those services requested by Customer from time to time and approved by both parties. The actual performance of services and delivery of goods by BCI hereunder shall be stated in the related Scope of Work or other sales document approved by both parties.

2. **RATES.** If the services provided are not quoted as a fixed fee, rates for services provided hereunder by BCI shall be provided at the hourly rates as published by BCI. Rates for services vary by area of expertise and are subject to change.

3. **INVOICING.** Services and products provided to Customer by BCI hereunder shall be invoiced, upon delivery of such product and/or service. o Invoices are payable 45 days after receipt of the invoice and receipt, inspection and approval of the goods and services. Past due balances may accrue finance charges at the rate of 1% per month and will be reflected on Customer's monthly statement. BCI reserves the right to delay or suspend the provision of products and/or services to Customer in the event that Customer has a past due balance with BCI. Customer acknowledges and agrees that Customer's obligation to pay BCI for products and/or services provided to Customer by BCI pursuant to this Agreement constitutes an independent duty upon Customer, and that Customer has and shall have no right of set-off against any amounts owed to BCI.

4. **Return Policy.** All requests to return merchandise and/or materials purchased are subject to manufacturer's authorization and return policy. If purchased materials and/or merchandise is damaged, defective, and/or non-functional on arrival, customers have 30 days from date of invoice to request a return. All returned materials and/or merchandise must be complete with all manuals, cables, warranty cards, static bags, etc., just as the Customer received them. All other materials and/or merchandise can only be returned if the box and/or packaging has not been opened. Authorization of these returns are subject to the manufacturer's approval and are subject to a restocking fee.

5. **WARRANTY.**

   a. **Warranty.** During the term of this Agreement, BCI shall perform the Service (i) in a workmanlike manner and in accordance with generally accepted industry standards and (ii) substantially in accordance with the Documentation for such Service. Customer must notify BCI of any failure to so perform within ten (10) days after the date on which such failure first occurs. If BCI is unable to correct and/or re-perform the Service within a reasonable time, then BCI's entire liability and Customer's exclusive remedy for failure to so perform shall be at Customer's sole option and upon written notice to BCI, termination of the affected SOW(s) and/or SA(s) forthwith and BCI shall refund the remainder of any unused fees paid in advance by Customer for the affected Service and which remain undelivered as of the termination date, but only to the extent it is permitted under Mississippi law.

   b. **Disclaimer and Exclusions.** Except as expressly stated in Section 5 above, BCI (including its suppliers, subcontractors, employees and agents) provides Services "AS IS" and makes no other express or implied warranties, written or oral, and ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. NOTHING HEREIN IS INTENDED TO CONSTITUTE OR CREATE ANY REPRESENTATION OR WARRANTY BY BCI TO ANY THIRD PARTY, (INCLUDING END USERS), DIRECTLY OR AS A THIRD PARTY BENEFICIARY, WITH RESPECT TO ANY OF THE SERVICES PROVIDED HEREUNDER, but the parties agree to this clause only to the extent that is permitted by Mississippi.

6. **IP INDEMNITY.** BCI shall (i) defend Customer against any third party claim that the Services and the related materials provided by BCI to Customer infringe a patent, or an enforceable copyright, and (ii) pay the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction or the amounts stated in a written settlement signed by BCI. Customer shall (i) defend BCI against any third party claim that the materials provided by Customer or its agents for use by BCI infringe a patent, or an enforceable copyright, and (ii) pay the resulting costs and damages finally awarded against BCI by a court of competent jurisdiction or the amounts stated in a written settlement signed by Customer. The foregoing obligations are subject to the following: the indemnitee (a) notifies the indemnitor promptly in writing of such claim, (b) grants the indemnitor sole control over the defense and settlement thereof, (c) reasonably cooperates in response to an indemnitor request for assistance, and (d) is not in material breach of the MSA. Should such a claim be made, or in the indemnitor's opinion be likely to be made, the indemnitor may, at its option and expense, (1) procure for the indemnitee the right to make continued use thereof, (2) replace or modify such so that it becomes non-infringing, (3) request return of the subject material, or (4) discontinue the Service and refund the portion of any pre-paid Service fee that corresponds to the period of Service discontinuation. Only to the extent it is permitted by Mississippi law, the indemnitor shall have no liability under this Section 8 to the extent that the alleged infringement arises out of or relates to: (A) the use or combination of the subject Services and/or materials with third party products or services, (B) use for a purpose or in a manner for which the subject Services and/or materials were not designed, (C) any modification to the subject Services and/or materials made by anyone other than the indemnitor or its authorized representatives, (D) any modifications to the subject Services and/or materials made by the indemnitor pursuant to the indemnitee's specific instructions, or (E) any technology owned or licensed by the indemnitee from third parties. THIS SECTION STATES THE INDEMNITEE'S SOLE AND EXCLUSIVE REMEDY AND THE INDEMNITOR'S ENTIRE LIABILITY FOR THIRD PARTY INFRINGEMENT CLAIMS, but only to the extent this is permitted by Mississippi law.

7. **LIMITATION OF LIABILITY.**

a. **Limitation on Direct Damages.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 6 ABOVE AND TO THE EXTENT IT IS PERMITTED BY MISSISSIPPI LAW, BCI'S TOTAL LIABILITY (INCLUDING THE LIABILITY OF ANY SUPPLIER, SUBCONTRACTOR, EMPLOYEE OR AGENT OF BCI), AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH ANY SERVICES PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY BCI'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED (I) US$1,000,000, FOR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY; AND (II) THE PRICE PAID BY CUSTOMER TO BCI FOR THE SPECIFIC SERVICE FROM WHICH SUCH CLAIM ARISES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM HEREUNDER, FOR DAMAGE OF ANY TYPE NOT IDENTIFIED IN (I) ABOVE BUT NOT OTHERWISE EXCLUDED HEREUNDER, BUT ONLY TO THE EXTENT IT IS PERMITTED BY MISSISSIPPI LAW.

b. **No Indirect Damages.** EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF BCI PROPRIETARY RIGHTS (INCLUDING ANY LICENSE GRANTED THEREUNDER) OR CLAIMS FOR INDEMNITY ARISING UNDER SECTION 8 (IP INDEMNITY), AND ONLY TO THE EXTENT IS IS PERMITTED BY MISSISSIPPI LAW NEITHER CUSTOMER NOR BCI (INCLUDING BCI'S SUPPLIERS, SUBCONTRACTORS, EMPLOYEES AND AGENTS) SHALL (I) HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF; AND (II) BRING ANY CLAIM BASED ON ANY SERVICE PROVIDED HEREUNDER MORE THAN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION ACCRUES.

8. **GOVERNMENT REGULATIONS.** The Services and any technology delivered in connection therewith pursuant to this Agreement entered into hereunder may be subject to governmental restrictions on (i) exports from the U.S.; (ii) exports from other countries in which such Services and technology may be provided or located; (iii) disclosures of technology to foreign persons; (iv) exports from abroad of derivative products thereof; and

(v) the importation and/or use of such technology included therein outside of the United States (collectively, " Export Laws"). Diversion contrary to U.S. law is expressly prohibited. Customer shall, at its sole expense, comply with all Export Laws and BCI export policies made available to Customer by BCI. Customer represents that it is not a Restricted Person, which shall be deemed to include any person or entity: (1) located in or a national of Cuba, Iran, Libya, North Korea, Sudan, Syria, or any other countries that may, from time to time, become subject to U.S. export controls for anti-terrorism reasons or with which U.S. persons are generally prohibited from engaging in financial transactions; or (2) on any restricted person or entity list maintained by any U.S. governmental agency. Certain information, Services or technology may be subject to the International Traffic in Arms Regulations. This information, Services or technology shall only be exported, transferred or released to foreign nationals inside or outside the United States in compliance with such regulations. Certain information, products or technology may be subject to the International Traffic in Arms Regulations ("ITAR"). This information, products or technology shall only be exported, transferred or released to foreign nationals inside or outside the United States in compliance with ITAR.

9. **RESPONSIBILITY OF CUSTOMER TO BACK UP DATA.** IT IS HEREBY AGREED THAT BCI WILL NOT BE LIABLE FOR ANY LOST OR CORRUPTED DATA OR SOFTWARE. THE CUSTOMER EXPRESSLY AGREES THAT IT IS THE OBLIGATION OF THE CUSTOMER TO MAINTAIN BACK UP COPIES OF CUSTOMER'S DATA AND SOFTWARE IN THE EVENT THAT DATA FILES, DATA BASES, AND/OR SOFTWARE ARE LOST OR DESTROYED.

10. **THIRD-PARTY VENDORS.** The providing or transfer of any computer software by BCI to Customer in connection with this Agreement shall only be on a non-exclusive license basis, and, in any event, in accordance with the provisions of the license agreement of the applicable third party vendor and not BCI. In the event there are any defects in software provided by any third party vendor to BCI which delays or in anywise affects the ability of BCI to provide services pursuant hereto, or otherwise causes any detrimental consequence, Customer acknowledges and agrees any remedy that it may have shall be solely against the third party software vendor and not BCI.

11. **OWNERSHIP OF SOFTWARE.** Customer hereby acknowledges and agrees that ownership, licensing and warranties issues relating to any software purchased from BCI or for which BCI provides services of any type is governed by the license for that particular software manufacturer. Unless specified otherwise, any customizations performed by BCI are the property of Customer.

12. **OWNERSHIP OF WORKPAPERS.** Customer hereby acknowledges and agrees that all notes, procedures, design documents, copies of communications, and other workpapers generated by or obtained by BCI during the course of BCI providing services to Customer, unless created at the request of the Customer, are the property of BCI. Customer may, however, have a copy of procedures written by BCI on behalf of the Customer in electronic form or in hard copy. BCI hereby acknowledges and agrees that any proprietary property of Customer provided by Customer to BCI in conjunction with the services to be performed under this Agreement shall remain the property of Customer.

13. **TERM.** The Agreement shall be in effect upon execution by both parties and, unless terminated pursuant to Section 14, continue for a period of __4 ars (the "Term"). Thereafter, the Agreement will automatically renew annually for a 12 month term, which is subject to prior approval by the governing authority for the City of Jackson, unless either party gives written notice to the other at least (90) days in advance.

14. **TERMINATION.** Either party may terminate this Agreement effective upon (90) days prior written notice thereof to the other party. All outstanding balances and all charges for hardware and software (including work-in-process) and for professional services ordered by BCI for Customer or delivered by BCI to Customer up to the date of termination shall be due and payable by Customer to BCI upon termination.

15. **CONFIDENTIALITY.** (a) As used herein, "Discloser" refers to the party disclosing Confidential Information, and "Recipient" refers to the party receiving, obtaining or who was provided Confidential Information. As used herein, "Confidential Information" refers to any and all data and information and materials (i) of which Recipient becomes aware as a consequence of, or through this Agreement; and (ii) which is not generally known by Discloser's competitors. Confidential Information shall not include any data or information which (i) has been approved for release by a written authorization by Discloser; (ii) has become generally known to the public through no wrongful act of Recipient; (iii) is disclosed to Recipient without restriction by a third party having the right to know and disclose same; or (iv) is independently developed by Recipient without the use of, or resort to, Confidential Information received from Discloser. Confidential Information includes, without limitation, data and information and materials related to the following, whether as now existing or as proposed: Work product relating to this Agreement, any deliverables, including any products or services, delivered by one party to the other hereunder, the relevant party's financial affairs, systems of operation, processes, services, products, operational techniques, databases, contracts with third parties, business methods, business plans, customers, customer lists, customer files, suppliers, compensation of employees and others, accounting, purchasing, marketing, sales, research, development, inventions and manufacture.

Recipient agrees it (i) will hold all Confidential Information received at any time from Discloser in trust and in strictest confidence; (ii) will protect such Confidential Information from disclosure except such disclosure as is necessary for and in furtherance of performing pursuant to this Agreement; and (iii) will not disclose or use and will cause its officers, directors, employees, representatives, agents, and advisers not to disclose or use any such Confidential Information other than to or for the benefit of Discloser in connection with Recipient's obligations and responsibilities under this Agreement. Recipient may disclose Confidential Information to the extent required by law; provided, however, Recipient must give Discloser notice prior to disclosure, if possible, and allow Discloser to make a reasonable effort to obtain a protective order. Recipient further agrees that at the time of termination/cancellation of this Agreement, Recipient shall promptly return to Discloser all documents and items containing Confidential Information. The obligations set forth herein shall remain in effect during the term of this Agreement and after the date of termination/cancellation of this Agreement regardless of how terminated/canceled.

Recipient agrees that any disclosure of Confidential Information in violation of the provisions of this Agreement cause irreparable harm to Discloser and, in the event of a breach of such provisions. To the extent this is permitted by Mississippi law, discloser shall, in addition to all other remedies available to it at law, in equity or otherwise under this Agreement, have the right to obtain injunctive relief to prevent or end such breach without the requirement to post bond or other surety.

16. **EMPLOYEES.** Customer agrees that the staff and employees of BCI have been provided with highly technical training and that BCI would suffer significant harm if Customer or any affiliate of Customer were to employ any such staff member or employee during the pendency of this Agreement and for one (1) year thereafter. To the extent it is permitted by Mississippi law, Customer specifically agrees that in the event that Customer or any affiliate of Customer employs any such staff member or employee of BCI during the pendency of this Agreement or during the one (1) year period after termination, expiration or cancellation of this Agreement, Customer shall pay to BCI at the time of hiring such member or employee a one-time fee. BCI will enter into negotiations with the Customer to determine an appropriate fee, which shall be based on employees skills, experience, and training. At BCI's option, this fee may be waived if a mutually beneficial agreement is made between both parties prior to the hiring of BCI staff.

17 **ARBITRATION.** In the event that at any time during the term of this Agreement a disagreement, dispute, controversy or claim should arise out of or relating to this Agreement, including performance hereunder, interpretation hereof, or the breach or invalidity hereof, the parties will attempt in good faith to resolve their differences. Any dispute which is not resolved by the parties shall, at either party's option, be referred to the United States Arbitration and Mediation in Jackson, Mississippi or American Arbitration Association in Jackson, Mississippi for arbitration in accordance with the then applicable rules of each respective organization. Any judgment on the award from such a proceeding may be entered or confirmed in any court having jurisdiction thereof. The parties expressly agree that any delinquent payments or other past due amounts are not included in this arbitration provision. The decision and award of the arbitration shall be non-binding. Any party may reject the arbitrator's decision and file a lawsuit in a court of competent jurisdiction. The parties agree to split the cost of the arbitrator evenly.

18. **INDEPENDENT CONTRACTOR.** The relationship between the parties is that of an independent contractor for all purposes, and the parties acknowledge and agree that neither shall be involved in the management or operations of the other. Nothing contained herein shall be construed as evidencing a partnership or any other fiduciary relationship between the parties.

19. **MISCELLANEOUS.**

a. **Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and assigns.

b. **Assignment; Binding Effect.** Neither party may assign this Agreement to a separate legal entity, without the other party's written consent. Neither party shall unreasonably withhold or delay such consent; provided, however, that such written consent shall not be required if (i) either party assigns this Agreement to a separate entity in connection with a merger, acquisition, or sale to such other separate entity, unless the surviving entity of the merger, acquisition, or sale of assets is a direct competitor of the other party.

c. **Severability.** The provisions of this Agreement are independent of and separable from each other, and no provisions shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

d. **Governing Law.** This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Mississippi.

e. **Controlling Document.** In the event that BCI renders services pursuant to any purchase order or other written or oral representation, to the extent that any terms and conditions of the purchase order(s) or other written or oral representation(s) are contrary to any provision contained in this Agreement, Customer and BCI hereby agree that the terms of this Agreement shall control.

f. **Survival.** Any termination, cancellation or expiration of this Agreement notwithstanding, provisions which are intended to survive and continue shall so survive and continue.

g. **Amendment.** This Agreement may only be amended or modified in writing signed by the parties hereto.

h. **Waiver.** Neither the failure nor any delay on the part of either party to exercise any right, remedy or power of privilege under this Agreement shall operate as a waiver thereof. Any waiver by a party of a provision in this Agreement must be in writing, signed by the waiving party. Nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege with respect to any other occurrence.

i. **Force Majeure.** Except for the obligation of Customer to make payments as described herein, neither party shall be in default if failure to perform any obligation under this Agreement is caused by supervening conditions beyond that party's control, including but not limited to acts of God and civil commotion.

j. **Notices.** All notices, requests and demands required or permitted under this Agreement entered into hereunder shall be in writing, and shall be deemed given when delivered (i) in person; (ii) by overnight courier, upon written confirmation of receipt; or (iii) by certified or registered mail, with proof of delivery. Notices shall be sent to the address, set forth above, or at such other address, as provided to the other party in writing. Either party may alter the address to which communications or copies are to be sent by giving notice, provided that notice of a change in address shall be effective only upon receipt of such change of address in conformity with the provisions of this paragraph for giving notice, provided that notice of a change in address shall be effective only upon receipt.

IN WITNESS WHEREOF, the parties have caused this Agreement to become their binding agreement by execution of their duly authorized officers as of the day and year set forth below.

Customer

By: _____

Printed Name: John Horlin

Title: Mayor

Date: 7-2-26

Business Communications, Inc.

By: _____

Printed Name: Craig Hanley

Title: VP Enterprise Sales

Date: 7-2-26

ADDITIONAL PROVISIONS BETWEEN THE CITY OF JACKSON AND BUSINESS COMMUNICATIONS, INC. TO THE GENERAL CUSTOMER AGREEMENT

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 Governing Authority of the Customer. 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 BCI, 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.

REPRESENTATION REGARDING CONTINGENT FEES

BCI represents that it has not retained a person to solicit or secure a city contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

COMPLIANCE WITH LAWS

BCI 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 BCI agrees that, during the term of the agreement, BCI will strictly adhere to this policy in its employment practices and the provision of services. BCIr 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.

TERMINATION FOR DEFAULT

(1) *Default.* If BCI refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Customer or designee may notify BCI in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Customer or designee, such officer may terminate BCI's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Customer or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Customer or designee. BCI shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) *BCI's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, BCI shall take timely, reasonable, and necessary action to protect and preserve property in the possession of BCI in which the Customer has an interest.

(3) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The Customer may withhold from amounts due to BCI such sums as the Customer or designee deems necessary to protect the City of Jackson against loss due to outstanding liens or claims of former lienholders and to reimburse the State for excess costs incurred in procuring similar goods and services.

(4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, BCI shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by BCI to make progress in the prosecution of the work hereunder which endangers such performance) if BCI has notified the Customer or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, BCI shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit BCI to meet the contract requirements. Upon request of BCI, the Customer or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, BCI's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

(5) *Erroneous Termination for Default.* If, after notice of termination of BCI's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

(6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION UPON BANKRUPTCY

This contract may be terminated in whole or in part by Customer upon written notice to BCI, if BCI should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by BCI of an assignment for the benefit of its creditors. In the event of such termination, BCI shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

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OFFICE OF THE CITY ATTORNEY 7/6/2026

ORDER AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE DEPARTMENT OF JUSTICE FOR THE FY 26 MODEL CITIES INITIATIVE (MCI) REQUESTING AN AWARD OF UP TO $300,000,000.

WHEREAS, the City of Jackson, on behalf of the Jackson Police Department (JPD), recommends the governing authority to authorize the JPD to submit a grant application to the Department of Justice for the FY 2026 *Model Cities Initiative (MCI)Prevention and Intervention Program* for a requested award of up to $300,000,000.00; and,

WHEREAS, the initiative will be jointly administered by DOJ's Office of Justice Programs (OJP), the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW); and,

WHEREAS, the grant funds will provide the necessary resources to implement comprehensive and innovative strategies to reduce crime and strengthen law enforcement operations and lead the nation in modernizing policing; and,

WHEREAS, the JPD proposes to address the goals set forth by the federal government to implement and execute strategies that will expand crime fighting, investigative, and prosecution capacity; improve and modernize crime data collection, intelligence gathering, incident, and analytics capabilities to drive evidence based policing; develop innovative, nation-leading approaches to policing and violent crime reduction; enhance law enforcement readiness and support for frontline officers; expand services, reduce recidivism and support community reintegration; and expand behavioral health treatment and recovery services that improve public safety outcomes; and,

WHEREAS, the JPD is requesting a grant amount of up to **$300,000,000.00** to be used during a 36-months period of performance to begin upon receiving the grant award. The Department represents that the grant application has not yet been completed and that, at this time, it seeks authority solely to apply for the grant and that, in the event the grant is awarded, the Department shall return to the City Council for approval of the Department's proposed budget, allowable uses of grant funds, and any other applicable grant terms, conditions or materials associated or documents necessary for acceptance of the award; and,

WHEREAS, no matching funds are required for receipt of the funding; and,

WHEREAS, Miss. Code Ann. § 21-17-1(10) empowers the City's governing authorities to authorize receipt of grants, and the City of Jackson's best interests are served by authorizing the Mayor's submission of the FY 2026 *DOJ Model Cities Initiative* application; and,

WHEREAS, the Department has completed the City's internal *Approval to Apply for Grant Form.*

IT IS HEREBY ORDERED that the governing authorities hereby authorize and approve the City of Jackson Police Department's submission of the grant application to the Department of Justice FY 2026 *Model Cities Initiative (MCI)* grant for the requested amount of up to **$300,000,000.00**.

IT IS FURTHER ORDERED that, if approved, the Mayor and City Council is authorized to sign any and all application documents necessary for application.

Agenda Item # 17

DATE: July 14 2026

By: BRACKNEY, HORHN

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: June 10, 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE DEPARTMENT OF JUSTICE FOR THE FY 26 MODEL CITIES INITIATIVE (MCI) REQUESTING AN AWARD OF UP TO $300,000,000.00.
2.	**Public Policy Initiative** 1. **Youth & Education** 2. **Crime Prevention** 3. **Changes in City Government** 4. **Neighborhood Enhancement** 5. **Economic Development** 6. **Infrastructure and Transportation** 7. **Quality of Life**	Crime Prevention
3.	**Who will be affected**	City of Jackson
4.	**Benefits**	The Jackson Police Department's objective is to utilize funding of the FY 2026 Model Cities Initiative (MCI) to expand crime fighting, investigative, and prosecution capacity; improve and modernize crime data collection, intelligence gathering, incident, and analytics capabilities to drive evidence based policing; develop innovative, nation-leading approaches to policing and violent crime reduction; enhance law enforcement readiness and support for frontline officers; expand services, reduce recidivism and support community reintegration; and expand behavioral health treatment and recovery services that improve public safety outcomes. The MCI will provide funding to implement comprehensive and innovative strategies to address crime and serve as a national example.
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** ☐ ☐	Up to $300,000,000.00
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

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 ATTO

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE DEPARTMENT OF JUSTICE FOR THE FY 26 MODEL CITIES INITIATIVE (MCI) REQUESTING AN AWARD OF UP TO $300,000,000** is legally sufficient for placement in NOVUS Agenda.

Drew Martin per, AGM

Drew Martin, *City Attorney*
Terry Williamson, *Legal Counsel* TSW

1/1/26
Date

JACKSON POLICE DEPARTMENT
Dr. RaShall Brackney, Chief of Police

Memorandum

To: **John Horhn, Mayor**

From: **RaShall Brackney, Chief of Police**

Date: **Monday, June 22, 2026**

Subject: **DEPARTMENT OF JUSTICE (DOJ) FY 26 MODEL CITIES INITIATIVE (MCI)**

The Jackson Police Department's is applying to the Department of Justice FY 2026 Model Cities Initiative (MCI) in an amount not exceeding $300,000,000 to expand crime fighting, investigative, and prosecution capacity; improve and modernize crime data collection, intelligence gathering, incident, and analytics capabilities to drive evidence based policing; develop innovative, nation-leading approaches to policing and violent crime reduction; enhance law enforcement readiness and support for frontline officers; expand services, reduce recidivism and support community reintegration; and expand behavioral health treatment and recovery services that improve public safety outcomes. The MCI will provide funding to implement comprehensive and innovative strategies to address crime and serve as a national example.

Should you have any questions or concerns, please do not hesitate to contact me.

Approval to Apply for Grant Form

Request by: _Mary Manogin
Department/Program: _JPD
Date of Request: 6.8.26

Grant Information

Grantor/Funding Agency:	DOJ
Grant Title/Opportunity:	FY 2026 Department of Justice Model Cities Initiative (MCI)
Application Due Date:	08.01.2026
Maximum Award Amount:	$300,000,00.00
Match Requirement (if any):	$ N/A or %

Project Information

Project Title:	CITY OF JACKSON MODEL CITY INITIATIVE
Brief Project Description (2–3 sentences):	THE CITY OF JACKSON WITH THE POLICE DEPARTMENT IS PROPOSING TO IMPLEMENT COMPREHENSIVE AND INNOVATIVE STRATEGIES TO REDUCE CRIME, STRENTHEN LAW ENFORCEMENT EFFORTS, AND SERVE AS A NATIONAL EXAMPLE.
Total Project Cost:	$ UP TO 300,000,000.00
	$

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: Mary Manogin	Date: 6.22.26
Department/Program Director:	Name: BRACKNELL	Signature:	Date: 6-22-26
Finance/Accounting Review:	Name: Jillian Caldwell	Signature:	Date: 6-23-26
Mayor Approval (if required	Name:	Signature: John Horn	Date: 6/24/26
Board Approval (if required):	Name/Title:	Signature:	Date:

OMB No. 1121-0329
Approval Expires 02/28/2027

Department of Justice FY 2026 Model Cities Initiative (MCI)

Application Deadline in Eastern Time (ET):

September 1, 2026 by 11:59 p.m. ET

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BASIC INFORMATION

Purpose of the Funding

In cities across America, violent crime and public disorder have surged over the past few years. Policies that have weakened and demoralized law enforcement, limited the prosecution of crimes, and de-emphasized holding criminals accountable have resulted in a climate of fear and instability for law-abiding Americans. Communities cannot thrive when their citizens do not feel safe.

Recent surges of federal law enforcement in cities like Memphis, Tennessee, and Washington, D.C. have demonstrated the successes that the U.S. Department of Justice (DOJ) and the Trump Administration have had when resources are laser focused on providing cities with the tools they need to reduce violence, crime, and disorder. For example, since September 29, 2025, overall violent crime in Memphis has plummeted by 42%—murders are down 40%, robberies are down 50%, sexual assaults are down 35%, and motor vehicle thefts are down 65%. The surge in Washington, D.C. has also resulted in historic outcomes for public safety—homicide is down 54%, robbery is down 40%, burglary is down 26%, and motor vehicle theft is down 55%.

To Make America Safe Again by continuing and expanding the successes seen in Memphis and Washington, D.C., DOJ is seeking applications for the **Model Cities Initiative ("MCI")**. A model city implements comprehensive and innovative strategies to reduce crime, restore law and order, and serve as a nationwide example. It leverages technology, data, and partnerships to address drivers of crime. This initiative will provide substantial, targeted funding to select cities to realize this vision. Funding awarded through MCI will emphasize common sense policing, including prioritizing deterrence through proactive policing and increasing police activity in high-crime areas. Funding will also encourage the adoption of new technologies—including drones and artificial intelligence—and modern methods to track criminal behavior and gather intelligence. Additionally, recognizing that keeping cities safe requires a whole-of-community approach, MCI will provide funding to help cities build forensic and prosecutorial capacity, support victims, reduce recidivism, and address substance use and mental health challenges tied to public safety outcomes.

Allowable Costs

Eligible entities receiving funding through this Initiative will be able to incur the following allowable costs. Please note, the examples listed below are intended to be illustrative and not comprehensive lists of all allowable uses of funds. While allowable uses of funds must be tied to one or more of the eight areas of activities, we encourage applicants to be innovative in their proposals to include, but not be limited by, the examples listed below. Plans to incur costs related to any of the following activities must clearly articulate the direct benefits with respect to reducing violent crime, improving public safety, and protecting our Nation's citizens:

1. **Hiring and Retaining Personnel**
   Salary and fringe benefits for new sworn law enforcement officers (e.g., police officers, deputies, troopers) directly engaged in violent crime reduction efforts. This may include personnel assigned to patrol, investigations, task forces, specialized

units, or institutional and community corrections. Support should prioritize frontline sworn personnel.

Salary and fringe benefits for new non-sworn staff positions (e.g., data analysts, forensic scientists, prosecutors, service providers, supervision officers, behavioral health professionals, victim advocates, or community liaisons) directly supporting the city's violent crime reduction strategy. Positions may be housed in city agencies, prosecutors' offices, prisons and jails or community-based organizations that are critical partners in prevention, accountability, and community reintegration.

2. **Equipment and Technology**
   Purchase or lease of equipment, tools, or technology that reduce crime and restore law and order, including but not limited to:
   - Real-time crime centers
   - Forensic and DNA tools
   - Body-worn cameras
   - License plate readers
   - Artificial intelligence systems
   - Small unmanned aircraft systems ("UAS")
   - Counter-UAS
   - Ballistic identification systems, and
   - IT upgrades (including but not limited to systems that connect jails, prisons, and entities in the community that provide pre- and post-reentry services).

3. **Training and Professional Development**
   Costs associated with developing and delivering training, attending courses, certifications, and travel for participants. Training may include officer safety and wellness, intelligence-led policing, violent crime investigations, crisis response, supervisory leadership, correctional practices to improve and support reentry, and cross-agency coordination with state and federal law enforcement. Plans to incur costs related to training must clearly articulate the direct benefits the training will yield with respect to reducing violent crime, improving public safety, and protecting citizens.

4. **Facility Costs**
   Lease, rental, or renovation expenses for space directly used in program operations, such as, but not limited to, service delivery sites, training facilities, real-time crime centers, or intelligence analysis centers.

5. **Mental Health and Substance Use Services**
   Direct costs for primary prevention, crisis response, screening and early intervention, treatment, case management, and related support services addressing mental health and substance use issues linked to public safety outcomes, including services provided in correctional facilities and in the community. This may include overdose reversal medications, crisis intervention teams, coordination with treatment courts, civil commitment, contingency management, assisted outpatient treatment, residential treatment, and recovery support services.

6. **Reentry, Transitional Support, and Recidivism Reduction Services**
   Programs that reduce repeat offending, assist during transitions, and promote successful reintegration into communities, including operational costs for county jails

and state prisons that support local reentry preparation. Specific activities may include, but are not limited to, rapid assessment and release planning systems; structured supervision; continuity of care for physical health, mental health, and substance use treatment and services; family-based programming; temporary housing; employment assistance; vocational/trade training; literacy and educational services; case management to support successful transitions from jails and prisons to local supervision and community-based providers; facility modifications that support rehabilitation and pre-release preparation; and programs targeting high-risk offenders.

7. **Victim Services**
   Victim-centered services for American victims of crime, including, but not limited to, emergency assistance, case management, shelter and temporary housing, medical and dental care, advocacy, transportation, childcare, legal services, and employment assistance.

8. **Youth Crime Prevention and Intervention Services**
   Prevention and early intervention services that address risk factors for juvenile delinquency and violence, including gang intervention/suppression programs, and case management.

This Initiative will be jointly administered by DOJ's Office of Justice Programs ("OJP"), the Office of Community Oriented Policing Services ("COPS"), and the Office on Violence Against Women ("OVW"). DOJ expects to award a total of **approximately $300 million** through MCI in Fiscal Year 2026, and the Department will select **2–4 cities** after a competitive application process. Awards will be made through cooperative agreements with DOJ.

Funding Details

Announcement Type	Initial
Assistance Listing Number	16.077
Statutory Authority	See statutory authorities listed in the Program Description section below
Expected Total Amount of Funding	Approximately $300 million
Anticipated Number of Awards	2–4
Award Type(s)	Cooperative Agreement
Expected Award Period(s)	36 months

Key Dates and Times

Application Release Date	June 3, 2026
Pre-application Webinar	June 23, 2026 10:00 a.m ET. Details about this webinar will be provided at a later date.
Phase 1 Application Deadline	Within **90 days** of application release date
Phase 2 Presentations	To be scheduled upon invitation

ELIGIBILITY

Eligible Applicants

DOJ is soliciting applications from local government entities serving a population of at least 100,000. An applicant may be a government entity or a collective entity acting as a single governmental unit representing a jurisdiction or contiguous region and must have the legal authority to receive and administer a federal award. See 2 C.F.R. § 200.1 (defining "Federal award"). Application requirements and DOJ's evaluation process are described below.

Additional Eligibility Factors

To be eligible to apply, any government entity must:

1. Agree to partner with DOJ to jointly develop, implement, administer, and review the efficacy of MCI projects;
2. Submit for DOJ pre-review and approval any award subrecipient or partnering entity;
3. Submit the Certified Assurances as to Compliance with 8 U.S.C. § 1373 form, located in Appendix A;
4. Comply with the July 29, 2025 Guidance for Recipients of Federal Funding Regarding Unlawful Discrimination issued by the U.S. Attorney General; and
5. Demonstrate support from required and other key stakeholders deemed necessary for successful project implementation.

Certifications: All eligible applicants must submit the following certification. In order to request a federal grant award under this Initiative, applicants must submit a certification (using only the template provided in Appendix A), entitled "Certification by the Mayor (or senior official) of the Applicant Government." 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 call for applications will include an award condition addressing compliance with 8 U.S.C. § 1373.

Award Condition (Notice): Awards under this funding opportunity will include a condition (the specific terms of which will govern the award) related to the future reimbursement of the costs associated with federal law enforcement intervention or assistance provided in the event of a

surge in violent crime or public disorder. The condition will, generally speaking, require an MCI award recipient to fulfill any such future reimbursement obligation(s) incurred in accordance with its terms.

Required Partnerships: See Applications Contents and Format section of the application for requirements.

Limit on Number of Applications

Each eligible entity is limited to one application submission.

Cost Sharing (Match) Requirement

Cost sharing (match) has been waived and/or is not required.

PROGRAM DESCRIPTION

Statutory Authority

- Pub. L. No. 119-21, Sec. 100054; Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. §§ 10151 – 10158); Pub. L. No. 110-199, as amended; Full-Year Continuing Appropriations Act, 2025 (Pub. L. No. 119-4, Div. A, Sec. 1101(a)(2) and 1301(4), 139 Stat. 9, 10–11), *see* Pub. L. No. 118-42, 138 Stat. 25, 148–154; 28 U.S.C. § 530C(a).

- Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Violent Crime Control and Law Enforcement Act of 1994, Title I, Part Q, Public Law 103–322, 34 U.S.C. § 10381 et seq.

- 34 U.S.C. § 12291(b)(16).

DOJ Priorities

To advance public safety, applicants must ensure that their initiatives align with the following DOJ priorities:

1. Directly supporting law enforcement operations (including immigration law enforcement operations);
2. Combatting violent crime;
3. Supporting services to American citizens;
4. Protecting American children;
5. Supporting American victims of trafficking and sexual assault;
6. Enforcing prohibitions on open illicit drug use;
7. Enforcing prohibitions on urban camping and loitering;
8. Enforcing prohibitions on urban squatting; and
9. Enforcing, and where necessary, adopting 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.

Substantial Involvement of Federal Agency

DOJ expects to make awards under this program as cooperative agreements, which allows DOJ to have substantial involvement in carrying out the project. DOJ anticipates the development and implementation of each Model City Initiative and its projects to be an ongoing, collaborative effort between the MCI award recipient and DOJ for the duration of the award.

Unallowable Activities

The following are certain unallowable costs and certain activities that are out of the program scope and will not be funded.

1. Any program or activity that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including, but not limited to, 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. Any program or activity 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.

Goals and Objectives of this Funding Opportunity

Through MCI, applicants will leverage federal resources to build capacity, strengthen accountability, hire and protect law enforcement officers, support American victims, and deliver measurable reductions in violent crime that can serve as a model of innovation for replication nationwide. Applicants must demonstrate a comprehensive vision and approach by addressing each goal listed below. Applicants should describe how they are using current investments to address each goal and/or how the funding being requested through this Initiative will support one or more of these goals as part of that comprehensive approach. We understand and anticipate that the level of current investment and specific level of federal support necessary to successfully support each goal may vary based on the respective resource needs of each applicant. Applicants do not have to address every objective listed for each goal.

Goal 1: Expand crime-fighting, investigative, and prosecution capacity.

- **Objective 1.1:** Advance common-sense policing and expand the use of evidence-based policing strategies to include strategically deployed patrols and law enforcement presence to operations in high-crime areas to establish deterrence and disrupt cycles of retaliation using crime data, intelligence, and analysis to identify hotspots, trends, and specific offenders.
- **Objective 1.2:** Strengthen coordination across patrol, investigations, task forces, prosecutors, probation and parole to prioritize enforcement and investigative resources on current prolific offenders, to deliver swift, certain, and serious consequences for the most serious threats.
- **Objective 1.3:** Create or expand specialized units for shootings and other serious violent crimes that prioritize rapid response and sustained investigations to disrupt cycles of retaliation, improve case clearance, and strengthen public confidence in law enforcement.
- **Objective 1.4:** Strengthen prosecutorial capacity and coordination with investigators to ensure violent crime and firearms cases are prioritized and charged, and resolved in a timely manner, reinforcing deterrence through swift and certain accountability.
- **Objective 1.5:** Increase the use of crime prevention through environmental design by working with local law enforcement and municipal partners to modify the physical environment to deter crime (e.g., improved lighting, surveillance cameras, redesigned streetscapes).

Goal 2: Improve and modernize crime data collection, intelligence gathering, incident response, and analytics capabilities to drive evidence-based policing.

- **Objective 2.1:** Establish or enhance real-time crime centers and analytic capabilities led by specially trained personnel to identify emerging threats, support rapid response, and track criminal patterns across jurisdictions.
- **Objective 2.2:** Expand engagement and cooperation with multi-agency or regional intelligence sources to develop a more complete picture of current local and regional crime trends to help inform enforcement, investigative, and prosecutorial decision-making.
- **Objective 2.3:** Modernize local crime data collection practices, equipment, and solutions to improve data quality controls, ease of use for end users, and submission timelines in support of effective analysis and decision-making including training front-line officers on intelligence collection to ensure continuous flow of field intelligence to analytical personnel.

Goal 3: Develop innovative, nation-leading approaches to policing and violent crime reduction.

- **Objective 3.1:** Establish partnerships with law enforcement organizations and partners, corporate leaders, and law enforcement experts to design and pilot innovative crime prevention and reduction strategies.
- **Objective 3.2:** Create a replicable model for federal-local task force collaboration that integrates resources, intelligence, and operational capacity to target organized criminal enterprises and violent crime networks, with formal protocols for information sharing, case coordination, and deconfliction.

Goal 4: Enhance law enforcement readiness and support for frontline officers.

- **Objective 4.1:** Provide specialized training to sworn personnel in priority areas including officer safety and wellness, intelligence-led policing, violent crime investigations, crisis response, and supervisory leadership.
- **Objective 4.2:** Equip frontline officers with modern protective equipment, body-worn cameras, communication devices, and tactical gear to enhance officer safety and operational effectiveness in high-risk environments.
- **Objective 4.3:** Strengthen officer safety, wellness, and resilience by implementing comprehensive programs that address physical health, mental health, tactical readiness, and social competency to reduce burnout, improve retention, and sustain long-term operational readiness.

Goal 5: Expand services for American victims of crime.

- **Objective 5.1:** Ensure support for American victims of crime.
- **Objective 5.2:** Strengthen law enforcement through victim services partnerships to provide coordinated, compassionate engagement to support investigations.

Goal 6: Reduce recidivism and support community reintegration.

- **Objective 6.1:** Support centralized, data-driven resource deployment and reentry planning including data analysis and information sharing that addresses risks, secures identification and documentation, and ensures continuity of services upon release.
- **Objective 6.2:** Expand operational capacity and prioritize access and delivery of services to improve employment, mentoring, vocational training, temporary housing, and treatment that reduce recidivism and improve long-term reintegration outcomes for those that pose the greatest risk to public safety.
- **Objective 6.3:** Strengthen probation, parole, and supervision models that combine offender accountability with rehabilitative services, reinforcing public safety and community stability.

Goal 7: Expand behavioral health treatment and recovery services that improve public safety outcomes.

- **Objective 7.1:** Expand crisis intervention programs, including 24/7 crisis receiving/drop-off centers with dedicated law enforcement access and protocols, no-refusal policies, and capacity for rapid assessment, stabilization, and civil commitment evaluations for individuals who pose a danger to themselves or others or demonstrate a grave disability with protocols for managing frequent utilizers and formal agreements for transferring high-acuity individuals to appropriate settings.
- **Objective 7.2:** Increase access to mental health and substance use treatment services, including, but not limited to, overdose response, recovery support, extended observation beds for stabilization, and medication bridging services through civil commitment, institutional treatment, Assisted Outpatient Treatment (AOT), and step-down approaches from pre-arrest through reentry, using accountability measures that ensure compliance with treatment plans.
- **Objective 7.3:** Support treatment courts, civil commitment processes, AOT programs, and other related initiatives that provide accountability-based alternatives to incarceration for individuals with mental health and substance use issues and train law enforcement

officers, court personnel, and mental health providers on civil commitment and AOT laws, criteria, referral processes, and available resources to increase utilization.

- **Objective 7.4:** Increase access to transitional housing providing short-term residential support for individuals exiting crisis stabilization or incarceration, with requirements that individuals comply with substance use disorder treatment or mental health treatment as a condition of participation, and provide ongoing crisis support and case management to prevent homelessness and ensure treatment continuity.
- **Objective 7.5**: Ensure continuity of care by connecting in-custody treatment to community-based recovery supports and facilitate cross-agency collaboration across justice and behavioral health systems. This may include investments in electronic health record systems and other related technology modernization (e.g. telehealth) to improve data collection, coordinated service provision, data sharing, and continuity of care during incarceration, prior to release, and through reentry in the community.

APPLICATION CONTENTS, FORMAT, AND REVIEW

The MCI application process will proceed in 2 phases:

Phase 1

Eligible applicants will have **90 days** from the date of this call for applications to submit to DOJ a written application narrative. The application narrative must 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 (not including appendices). In addition to addressing all goals as noted above, application narratives must also include the following:

1. Information about why the applicant and the areas/populations it represents needs MCI funding. Helpful information includes data about violent crime (including juvenile crime) trends and any gaps in ability to address violent crime.
2. Information about why the applicant and the areas/populations it represents is best suited to be designated as a Model City. This information should include, as applicable:
    a. A vision statement articulating the approach to public safety, and why the applicant and the areas/populations it represents is best-positioned to become a nation-leading example of effective policing and integrated public safety systems management in the 21st century; and
    b. Examples of the proposed innovative approaches to reducing violent crime (including juvenile crime), protecting citizens, and supporting victims that could be scaled with additional funding.
3. Appendices:

All eligible applicants **must** submit the following appendices.

- **Appendix A –** In order to request a federal grant award under this Initiative, applicants must submit a certification (using only the template provided in Appendix A), entitled

"Certification by the Mayor (or senior official) of the Applicant Government." 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 call for applications will include an award condition addressing compliance with 8 U.S.C. § 1373.

- **Appendix B** – Documentation of buy-in and support for participation in MCI. At minimum, this must include Mayor, City Manager or equivalent if not the Mayor, Prosecutor, Sheriff, Local Governing Body (e.g. city council, county board, board of commissioners), Director of Health and Human Services, and Community Supervision Executive (must have authority for people under supervision residing in that jurisdiction).
- **Appendix C** – A written commitment to working closely with, and, as appropriate, receiving direction from DOJ on the implementation of any initiatives resulting from MCI funding.
- **Appendix D** – A budget describing how the applicant will deploy MCI funding. This is an estimate of your anticipated budget as applicable to the project(s) and activities described in the application narrative, which should be tailored to address MCI program goals and allowable costs and identify how DOJ and the public will be able to measure the applicant's success in implementing these plans.
- **Appendix E** – Timelines for completion and identification of the entities that will bear responsibility for completion of the plans.
- **Appendix F** – A list of all other entities not listed in Appendix B that, as of the time of the written application, the applicant intends to partner with to deploy MCI funding to implement the plans articulated in #5 above. This list should include the entities' contact information, public facing website, role in deploying MCI funding, and written confirmation that the applicant has thoroughly vetted each entity to ensure that no MCI funds will be subject to waste, fraud, or abuse.

Phase 1 applications must be submitted by email to MCIapplications@usdoj.gov by 11:59 p.m. EST on September 1, 2026.

After receiving applications, DOJ will review each application and publish a list of finalists.

Phase 2

Finalists will be invited to make a presentation to DOJ leadership. These presentations will be an opportunity to highlight the applicant's plans and strategies, and to engage in robust discussions about the best ways to improve public safety. Presentations may include city or site visits as appropriate. DOJ will provide additional guidance about the presentations to the selected finalists.

After these presentations, recipients will be selected by DOJ senior leadership based on the application, presentation, and overall alignment with the goals and objectives of Model Cities Initiative. DOJ will announce the selected applicants and will work closely with the participating jurisdictions to begin MCI implementation including, but not limited to:

- review and approval of a detailed action or implementation plan;
- review and approval of final budget; and

- release of funds as milestones are completed.

Risk Review

DOJ reviews information related to applicant risk as described in 2 C.F.R. § 200.206. Depending on the severity and nature of the risk information, this assessment may result in the removal of an application from consideration or in additional post-award conditions and oversight.

Availability of Funds and Future Funding Opportunities

All awards are subject to the availability of appropriated funds as well as any modifications or additional requirements imposed by law. Nothing in this call for applications 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.

APPLICATION CONTACTS AND RESOURCES

Contact Information

Questions	Email: MCIquestions@usdoj.gov

Resources for Applying

Pre-application Webinar: June 23, 2026, 10:00 a.m. ET. Details about this webinar will be provided at a later date.

Freedom of Information and Privacy Act

All applications (including all attachments) are subject to the federal Freedom of Information Act and the Privacy Act (5 U.S.C. §§ 552 and 552a). Do not include any unnecessary personally identifying information, sensitive law enforcement information, or confidential financial information with the application.

Appendix A: Certification by the Mayor (or senior official) of the Applicant Government

Appendix A

U.S. DEPARTMENT OF JUSTICE

Certification by the Mayor (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 U.S. Department of Justice ("DOJ"), that all of the following are true and correct:

(1) I am the chief executive officer of the 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.* 34 U.S.C. § 10251(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 DOJ 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 DOJ, including by COPS, OJP, OVW, and by the DOJ Office of the Inspector General.

Signature of Mayor (or senior official) of the Applicant Government	Date of Certification
Printed Name of Mayor (or senior official)	Title of Authorized Signatory (or senior official)
Name of Applicant Government Entity	

Appendix B: Documentation of Required Partnerships

Appendix B

U.S. DEPARTMENT OF JUSTICE

Documentation of Partnerships

To meet the basic requirements of the Model Cities Initiative Call for Applications Phase I, applicants must include the name and signatures of the following individuals to demonstrate partnership and support for participation in the project(s) as proposed in the application:

1. Mayor
2. City Manager or equivalent if not mayor
3. Prosecutor
4. Sheriff
5. Local Governing Body (e.g. city council, county board, board of commissioners)
6. Director of Health and Human Services
7. Community Supervision Executive (must have authority for people under supervision residing in that jurisdiction)
8. Any other partnerships that the applicant would like to include

Please complete the table below to provide the information for each of the partners listed above. Applicants may add rows to the table to accommodate more than one name per partner/entity.

Title	Printed Name	Signature/Date

Appendix C: Commitment to Work with DOJ

Appendix C

U.S. DEPARTMENT OF JUSTICE

Commitment to Work with DOJ

On behalf of the applicant named below, and in support of its application, I commit to working closely with, and, as appropriate, receiving direction from DOJ on the planning and initial/ongoing implementation of any initiatives resulting from MCI funding.

Signature of Mayor (or senior official) of the Applicant Government	Date
Printed Name of Mayor (or senior official)	Title of Authorized Signatory (or senior official)
Name of Applicant Government Entity	

Appendix D: Estimated Budget

Appendix D

U.S. DEPARTMENT OF JUSTICE

Estimated Budget

Please include an estimate of your anticipated budget for each category below, as applicable to the project(s) and activities described in the application narrative, which should be tailored to address MCI program goals and allowable costs and identify how DOJ and the public will be able to measure the applicant's success in implementing these plans. The numbers provided will be used as a starting point by which DOJ will ascertain the main areas of focus and need while reviewing each application. However, we understand that these numbers are estimates and expect budgets to evolve. If a budget category is not applicable to your project, please insert "N/A" in the righthand column.

Budget Category	Estimated Total Budget
Personnel	$
Fringe Benefits	$
Equipment	$
Technology	$
Supplies	$
Construction	$
Subawards (subgrants)	$
Procurement Contracts	$
Other Costs	$
TOTAL PROJECT COSTS	$

Appendix E: Timelines for Completion

Appendix E

U.S. DEPARTMENT OF JUSTICE

Timelines for Completion

Please provide a detailed timeline for completion of the applicant's planned activities. The timeline should include, at minimum, a list of key activities and milestones, and the quarters during which they will take place. For each activity and/or milestone in the timeline, please also identify the government entity that will bear primary responsibility for oversight of completion, as well as the government or non-government entity that bears primary responsibility for actual completion of the planned activity.

Appendix F: Other Partners

Appendix F

U.S. DEPARTMENT OF JUSTICE

Other Partners

A list of all other entities not listed in Appendix B that, as of the time of the written application, the applicant intends to partner with to implement the plans articulated in its application and budget. Complete the information requested in the table below for each partner entity, as well as the signed confirmation that the applicant has thoroughly vetted each entity to ensure that no MCI funds will be subject to waste, fraud, or abuse.

Official Name of Entity	Brief Description of Partnership for MCI	Intended Subrecipient of MCI Funds (Y/N)	Contact Information	Public Website

On behalf of the applicant named below, and in support of its application, I confirm that all non-governmental entities listed above have been vetted and will be supervised throughout the award period to ensure that no MCI funds will be subject to waste, fraud, or abuse.

Signature of Mayor (or senior official) of the Applicant Government

Date

Printed Name of Mayor (or senior official)

Title of Authorized Signatory (or senior official)

Name of Applicant Government Entity

Appendix A: Certification by the Mayor (or senior official) of the Applicant Government

Appendix A

U.S. DEPARTMENT OF JUSTICE

Certification by the Mayor (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 U.S. Department of Justice ("DOJ"), that all of the following are true and correct:

(1) I am the chief executive officer of the 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.* 34 U.S.C. § 10251(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 DOJ 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 DOJ, including by COPS, OJP, OVW, and by the DOJ Office of the Inspector General.

Signature of Mayor (or senior official) of the Applicant Government	Date of Certification
John Horhn	Mayor
Printed Name of Mayor (or senior official)	Title of Authorized Signatory (or senior official)
City of Jackson	
Name of Applicant Government Entity	

Appendix C: Commitment to Work with DOJ

Appendix C

U.S. DEPARTMENT OF JUSTICE

Commitment to Work with DOJ

On behalf of the applicant named below, and in support of its application, I commit to working closely with, and, as appropriate, receiving direction from DOJ on the planning and initial/ongoing implementation of any initiatives resulting from MCI funding.

Signature of Mayor (or senior official) of the Applicant Government	Date
John Horhn	Mayor
Printed Name of Mayor (or senior official)	Title of Authorized Signatory (or senior official)
City of Jackson	
Name of Applicant Government Entity	

Appendix F: Other Partners

Appendix F

U.S. DEPARTMENT OF JUSTICE

Other Partners

A list of all other entities not listed in Appendix B that, as of the time of the written application, the applicant intends to partner with to implement the plans articulated in its application and budget. Complete the information requested in the table below for each partner entity, as well as the signed confirmation that the applicant has thoroughly vetted each entity to ensure that no MCI funds will be subject to waste, fraud, or abuse.

Official Name of Entity	Brief Description of Partnership for MCI	Intended Subrecipient of MCI Funds (Y/N)	Contact Information	Public Website

On behalf of the applicant named below, and in support of its application, I confirm that all non-governmental entities listed above have been vetted and will be supervised throughout the award period to ensure that no MCI funds will be subject to waste, fraud, or abuse.

Signature of Mayor (or senior official) of the Applicant Government	Date
John Horhn	Mayor
Printed Name of Mayor (or senior official)	Title of Authorized Signatory (or senior official)

City of Jackson

Name of Applicant Government Entity

DELETE: PLEASE INSERT/PRINT ON LETTERHEAD

June 10, 2026

RaShall Brackney, PhD
Chief of Police
Jackson Police Department
327 East Pascagoula Street, Jackson, Mississippi 39201

Re: Documentation of Buy-in and Support - DOJ FY2026 Model Cities Initiative, City of Jackson, Mississippi

Dear Chief Brackney:

On behalf of the Jackson City Council, I write to express the Council's support for the Jackson Police Department's application to the Department of Justice Fiscal Year 2026 Model Cities Initiative.

The Jackson City Council recognizes that public safety is the foundation upon which every other priority in our city rests. We have witnessed both the devastating impact of violent crime on our communities and the meaningful progress that committed law enforcement leadership can achieve. The Model Cities Initiative represents a generational opportunity to accelerate that progress with the kind of sustained, comprehensive investment that Jackson needs and deserves.

The City Council is supportive of JPD's strategic priorities under MCI, including expanding sworn officer capacity, modernizing technology and data infrastructure, strengthening victim services, and investing in officer wellness and professional development. We believe these investments will produce measurable, lasting improvements in public safety for every resident of Jackson.

The City Council has voted to authorize this letter of support and endorsement in connection with JPD's Phase I MCI application, and we look forward to working with the Department of Justice and JPD leadership to make Jackson a Model City for the nation.

Respectfully,

Brian Grizzell
Council President
Jackson City Council

Date: _____

DELETE: PLEASE INSERT/PRINT ON LETTERHEAD

June 10, 2026

RaShall Brackney, PhD
Chief of Police
Jackson Police Department
327 East Pascagoula Street, Jackson, Mississippi 39201

Re: Documentation of Buy-in and Support - DOJ FY2026 Model Cities Initiative, City of Jackson, Mississippi - DOJ FY2026 Model Cities Initiative, City of Jackson, Mississippi

Dear Chief Brackney:

It is my honor to express my full and unequivocal support for the Jackson Police Department's application to the Department of Justice Fiscal Year 2026 Model Cities Initiative. As Mayor of Jackson, Mississippi, I am committed to ensuring that our city has the resources, partnerships, and capacity necessary to protect our citizens and restore lasting public safety.

Jackson is the capital of Mississippi and the state's largest city. The challenges we have faced with violent crime are real, but so is our progress. Under the leadership of Chief Brackney and the dedicated men and women of the Jackson Police Department, we have seen meaningful reductions in homicides and violent crime. The Model Cities Initiative represents an extraordinary opportunity to build on that progress and to position Jackson as a national example of what focused, data-driven, community-supported policing can achieve.

I fully support JPD's proposed focus on expanding crime-fighting capacity, modernizing our data and analytics infrastructure, strengthening officer readiness, and improving services for victims of crime. These priorities align directly with my administration's commitment to making Jackson a safe, thriving city for every resident.

I commit, on behalf of the City of Jackson, to partner with the Department of Justice in the development, implementation, and evaluation of all initiatives resulting from MCI funding. Jackson is ready to be a Model City.

Respectfully,

John Horhn
Mayor
City of Jackson, Mississippi

Date: _____

18

OFFICE OF THE CITY CLERK
7/8/2026 AM

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON AND THE LAW ENFORCEMENT STRATEGY & LEADERSHIP INSTITUTE (LESLI LLC.) FOR PROFESSIONAL PROMOTIONAL ASSESSMENT SERVICES FOR THE RANK OF SERGEANT ON BEHALF OF THE JACKSON POLICE DEPARTMENT

WHEREAS, the Jackson Police Department (JPD) requests the governing authority approve an agreement with the Law Enforcement Strategy & Leadership Institute ("LESLI LLC.") to provide professional promotional assessment services for the rank of Sergeant; and

WHEREAS, JPD seeks to strengthen promotional decision-making, enhance organizational legitimacy, and identify qualified future supervisors through a fair, transparent, secure, and legally defensible assessment process; and,

WHEREAS, JPD solicited and received pricing from multiple qualified vendors for promotional assessment services. A competitive pricing comparison was conducted between LESLI LLC. and Morris & McDaniel, Inc., a nationally recognized public safety assessment firm with more than fifty years of experience exclusively in entry-level and promotional testing for law enforcement, fire, and corrections agencies; and

WHEREAS, Morris & McDaniel, Inc.'s proposal, which is attached as Exhibit A and fully incorporated into the minutes, sets forth a comparable scope of services, including job and currency analysis, a content-valid written examination, a multiple-exercise assessment center, assessor recruitment and training, candidate feedback and second-review procedures, and a rank-ordered eligibility list supported by a technical report and adverse-impact analysis; and

WHEREAS, for the rank of Sergeant, Morris & McDaniel, Inc. submitted tiered pricing of $58,000.00 for 1 to 50 candidates, $61,000.00 for 51 to 75 candidates, and $63,000.00 for 76 to 100 candidates, with any candidate exceeding 100 billed at $250.00 per candidate in addition to the base fee; and

WHEREAS, LESLI LLC.'s fixed, all-inclusive fee of $56,000.00 covers the full scope of the engagement without per-candidate escalation and represents the lower-cost proposal for the required scope of services. Based upon this competitive pricing review of two qualified and professionally credentialed vendors, the administration has determined this is the lowest and best bid and that it is in the City's best interest to award this contract to LESLI LLC; and

WHEREAS, LESLI LLC. represents that it has the knowledge and expertise to provide services detailed in Exhibit B, which is attached and fully incorporated into the minutes; and,

WHEREAS, the Agreement with LESLI LLC., which is attached as Exhibit C and fully incorporated into the minutes, directly benefits the JPD's operations and promotes the public interest. LESLI LLC.'s services will enhance promotional fairness, leadership selection, organizational legitimacy, and community trust; and

Agenda Item # 18
July 14, 2026
(Brackney, Horhn)

WHEREAS, the essential terms of the Agreement are as follows:

1. This Agreement shall become effective upon execution by both parties and shall remain in effect until completion of the services described herein unless earlier terminated in accordance with this Agreement. The anticipated duration of the engagement shall be approximately seven (7) to fifteen (15) weeks following execution of this Agreement, subject to modification by mutual agreement of the parties.
2. The scope of the work includes: design, administration, security, scoring, validation, and reporting of a promotional assessment process for the rank of Sergeant utilizing the proprietary Inside-Out Leadership Selection Model (IOLSM). LESLI LLC. shall provide organizational and leadership profile development, a customized Sergeant promotional assessment instrument, secure assessment administration through a web-based assessment management platform, candidate registration and verification, automated scoring and score validation, results reporting and documentation, and a leadership alignment evaluation, for the JPD's review and approval.

3. The total professional fee for the assessment engagement is a fixed, all-inclusive amount and shall not exceed fifty-six thousand dollars and zero cents ($56,000.00). Extraordinary travel expenses, facility rental fees, or legal support services requested beyond the scope of this proposal may be negotiated separately;

    a. INITIAL PAYMENT. No initial payment is required.;
    b. PAYMENT STRUCTURE. The professional fee constitutes a fixed, all-inclusive fee for the assessment engagement and is not billed at an hourly rate;
4. Should the number of eligible candidates exceed one hundred (100), additional candidates may be assessed a mutually agreed-upon per-candidate fee of $250.00, established prior to assessment administration.
5. LESLI LLC. agrees to complete the assessment engagement across four phases consisting of Organizational Assessment, Leadership Profile Development, Assessment Construction, and Assessment Administration and Reporting. The estimated total duration for completion of the entire engagement is seven (7) to fifteen (15) weeks from the date of the last signature on this Agreement, subject to the Department's right to accelerate, postpone, modify, or suspend timelines based upon operational needs.
6. The City may terminate this Agreement at any time, with or without cause, upon written notice to LESLI LLC. Upon termination, LESLI LLC. shall be compensated for services satisfactorily performed through the effective date of termination.

WHEREAS, Miss. Code Ann. § 21-17-5 provides that the governing authorities of every municipality of this state shall have the care, management, and control of the municipal affairs.

WHEREAS, IT IS THEREFORE ORDERED that the governing authorities authorize the Mayor to execute the agreement with the Law Enforcement Strategy & Leadership Institute (LESLI LLC.) for professional promotional assessment services for the rank of Sergeant, in a total amount not to exceed $56,000.00.

IT IS FURTHER ORDERED JPD is authorized to pay invoices received, not to exceed $56,000.00, and that if the number of eligible candidates exceeds one hundred (100), additional candidates may be assessed a mutually agreed-upon per-candidate fee of $250.00.

IT IS FURTHER ORDERED that the agreement attached to these minutes is hereby incorporated fully as if recited herein.

IT IS FURTHER ORDERED that the competing proposal submitted by Morris & McDaniel, Inc., attached to these minutes as Exhibit A, is hereby incorporated to document the competitive pricing comparison supporting this award.

Agenda Item: _____
Date:_____
By: Brackney, 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 MAYOR
JULY 2020

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON AND THE LAW ENFORCEMENT STRATEGY & LEADERSHIP INSTITUTE (LESLI LLC.) FOR PROFESSIONAL PROMOTIONAL ASSESSMENT SERVICES FOR THE RANK OF SERGEANT ON BEHALF OF THE JACKSON POLICE DEPARTMENT** is legally sufficient for placement in NOVUS Agenda.

Sondra O. McMoncure — 7/31/20

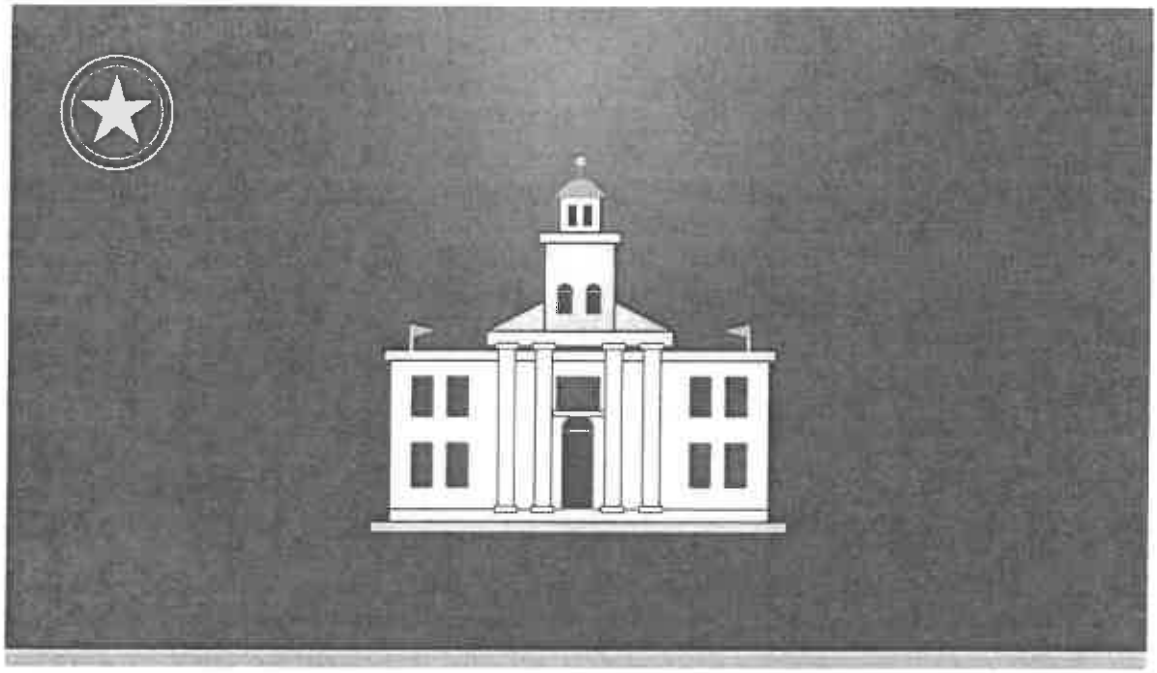
Sondra Moncure, *Special Assistant* — **Date**

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: June 26, 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON AND THE LAW ENFORCEMENT STRATEGY & LEADERSHIP INSTITUTE (LESLI LLC.) FOR PROFESSIONAL PROMOTIONAL ASSESSMENT SERVICES FOR THE RANK OF SERGEANT ON BEHALF OF THE JACKSON POLICE DEPARTMENT
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention, Quality of Life, Changes in City Government
3.	**Who will be affected**	The Jackson Police Department
4.	**Benefits**	Strengthens promotional decision-making, enhances organizational legitimacy and transparency, and identifies qualified future supervisors through a fair, secure, and legally defensible assessment process that supports public confidence and officer development.
5.	**Schedule (beginning date)**	Upon council approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ ▪ **Project limits if applicable**	City in General
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	Jackson Police Department
8.	**COST**	**Not to exceed 56,000.00 (fixed professional fee).**
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	**Account # 001.442.10.6419**
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____

EXHIBIT A



PROPOSAL FOR PROFESSIONAL EXAMINATION & ASSESSMENT SERVICES

Police Sergeant Promotional Process

A legally defensible, content-valid promotional process built for the Jackson Police Department.

PREPARED FOR

The City of Jackson, Mississippi

Jackson Police Department

MORRIS & McDANIEL, INC.

Management Consultants in Public Safety Testing Est. 1976

"In fifty years, not one of our examinations has ever been rejected by a court of law."

THE MOST LITIGIOUS FIELD IN HUMAN RESOURCES — AND AN UNBLEMISHED RECORD

50+	0	800+	100s
Years exclusively in public safety testing	Examinations ever rejected by a court	Public-sector job titles assessed	Of agencies served, small towns to the largest in the nation

INTRODUCTION

A partnership built for Jackson

Morris & McDaniel, Inc. is pleased to submit this proposal to provide professional examination and assessment consulting services to the Jackson Police Department for the rank of Police Sergeant. With more than five decades of experience delivering legally defensible, professionally sound promotional processes for law enforcement agencies throughout the United States, we are uniquely positioned to serve the Jackson Police Department with the quality, rigor, and responsive service this important assignment demands.

Founded in 1975, Morris & McDaniel, Inc. has established an unparalleled reputation as a leader in public safety testing. Our firm has successfully conducted promotional processes for hundreds of law enforcement agencies, ranging from small municipal departments to the largest agencies in the country including our service to the Jackson Police Department. We provide all of the promotional work for the Mississippi Department of Public Safety and the New York State Police, and we are the only firm that provides the assessments for the City of New York. We have recently been awarded, once again, the Houston, Texas Police Department. We are considered to be the best in the industry at conducting public safety entry-level and promotional assessments. Our work is grounded in adherence to Title VII requirements, the *Standards for Educational and Psychological Testing*, and all applicable federal and state equal employment opportunity requirements.

We understand the significance of the Sergeant promotional process to the Jackson Police Department, its candidates, and the community it serves. The quality of first-line supervision is a critical factor in organizational effectiveness, officer safety, and public trust. Our firm brings the depth of expertise, the tested methodologies, and the commitment to partnership necessary to deliver a process that the Department, its candidates, and the broader Jackson community can be proud of.

What sets us apart from other providers is the legal defensibility of our services: we are the only major firm offering these services that has never had a test rejected by a court of law. Testing in public safety is the most litigious area of all human resources, and we are proud to bring this history of excellence to Jackson.

SCOPE OF WORK

Eleven phases, one defensible result

Each phase is designed to ensure a legally defensible, content-valid, and operationally sound examination that accurately identifies the most qualified candidates for promotion.

Phase 1 Project Planning Discussions

Immediately following award, our project team initiates detailed planning with City and Department decision-makers: identifying all staff involved, confirming the methodology and examination design best suited to the Department, and developing a comprehensive work plan that anticipates potential problems before they arise.

Phase 2 Job Analysis / Currency Analysis

We review all existing job-analysis documentation for the Sergeant rank and, in consultation with the Department, conduct a full or targeted currency analysis. Structured interviews and surveys with subject-matter experts identify the knowledge, skills, and abilities most critical to the role the empirical foundation for every examination component.

Phase 3 Recommend the Promotional Process

We present recommendations tailored to the Department's structure, candidate pool, and identified competencies. Where supported by the job analysis, we provide a multiple-choice test of the technical knowledge the job requires, followed by an assessment center measuring the ability to apply that knowledge to police scenarios — four oral exercises scored by trained assessors of equal or higher rank.

Phase 4 Develop & Approve the Examination Plan

We build a comprehensive Examination Plan detailing all components, recommended weights, administration procedures, and scoring methodology, then submit it for the Department's review and approval before any test development begins.

Phase 5 Reading List Development

Working with Department decision-makers and subject-matter experts, we finalize the reading list appropriate published sources together with internal materials such as SOPs, policies, and rules and regulations and provide it to candidates with ample time to prepare.

Phase 6 Candidate Orientation

We deliver a candidate orientation so that every candidate fully understands how they will be assessed before the process begins.

Phase 7 Written Test & Assessment Center Exercises

Our credentialed I/O psychologists develop the written multiple-choice examination each item linked to a job-analysis KSA and the approved reading list alongside assessment-center exercises (in-basket, oral presentation, role-play, group discussion) calibrated to first-line supervisory dimensions and fully piloted before administration.

Phase 8 Assessor Recruitment & Training

We recruit and train a diverse panel of assessors typically sworn supervisors from outside agencies to ensure objectivity using a structured, virtual program delivered immediately before the exercises to maximize retention of rating standards and minimize assessor drift.

Phase 9 Candidate Feedback

Where an assessment center is included, we design an individualized feedback program giving each candidate a clear, supportive, and professional understanding of their performance relative to the assessed dimensions, with areas of strength and development.

Phase 10 Second Review Option

As a matter of procedural fairness, eligible candidates may formally request a review of their scored results, including challenged items or assessment-center scoring. Senior Morris & McDaniel staff evaluate each request against the job-analysis and development record, and the Department receives a written summary and disposition of every review.

Phase 11 Rank-Ordered Eligibility List & Technical Report

On completion of all scoring, we deliver a final rank-ordered eligibility list reflecting the approved component weights, accompanied by a comprehensive technical report documenting job-analysis methodology, examination development, administration, scoring, adverse-impact analysis, and statistical results the record that supports the Department's legal defensibility against any future challenge.

PROPOSED PROJECT TIMELINE

A framework we'll tailor to your calendar

PHASE	DESCRIPTION	ESTIMATED TIMEFRAME
Phase 1	Project Planning Discussions	Weeks 1–2
Phase 2	Job Analysis / Currency Analysis	Weeks 3–6
Phase 3	Recommend Promotional Process	Week 7
Phase 4	Examination Plan Development & Approval	Weeks 8–9
Phase 5	Reading List Development	Weeks 8–10
Phase 6	Candidate Orientation	Prior to testing
Phase 7	Test & Assessment Center Development	Weeks 10–20
Phase 8	Assessor Recruitment & Training	Week prior to AC
Phases 9–10	Administration, Feedback & Second Review	Per schedule
Phase 11	Rank-Ordered List & Technical Report	4–6 weeks post-admin

This framework is illustrative and will be customized during Phase 1 to reflect the Department's candidate-pool size and required examination date. Morris & McDaniel has a demonstrated record of meeting agreed-upon timelines and will assign the resources necessary to ensure on-time delivery.

QUALIFICATIONS & EXPERIENCE

Five decades, one focus

For more than fifty years, Morris & McDaniel has dedicated itself exclusively to the design, development, and administration of entry-level and promotional testing programs for law enforcement, fire, and corrections agencies. This singular focus has produced an unmatched depth of expertise across every aspect of public safety personnel assessment.

Our work is grounded in the science of industrial/organizational psychology and guided by the legal framework governing employment selection the Uniform Guidelines on Employee Selection Procedures, Title VII of the Civil Rights Act, and applicable state statutes. Every examination we develop is content-valid, reliable, legally defensible, and operationally practical.

We have served police agencies of every size, and our clients consistently find our processes fair, professionally administered, and resistant to legal challenge. That track record including the successful defense of our examinations under scrutiny is the clearest testament to the rigor of our methods.

Key qualifications

50+ years — exclusive experience in public safety examination and assessment.

Full in-house capability — for job analysis, test development, assessment-center design, and statistical analysis.

Standards-driven — consistent adherence to UGESP and all federal and state EEO requirements.

A proven record — of legally defensible examinations across hundreds of jurisdictions.

Credentialed psychologists — I/O professionals dedicated exclusively to public safety assessment.

Responsive service — with dedicated project management for every engagement.

PROJECT TEAM & STAFFING

The people assigned to Jackson

Morris & McDaniel assigns a dedicated, experienced project team to each engagement. The following personnel will be assigned to the Jackson Police Department Sergeant Promotional Process; complete resumes are included in the appendix.

David M. Morris, Ph.D., J.D.

PROJECT DIRECTOR & PRESIDENT

Dr. Morris holds a doctorate in psychology with licensure in industrial/organizational psychology and a Juris Doctor in law — a dual qualification held by fewer than ten people in the country. He has conducted psychological-testing research for public and private clients for over three decades, has served as an expert witness in federal court on numerous occasions, and is recognized by SIOP as an authoritative source on designing personnel systems for legal fairness and defensibility. He is a diplomate of the American Board of Psychological Specialties and a member of the APA, the American Bar Association, and the IACP.

Joseph F. Nassar, M.P.A.

PROJECT COORDINATOR & VICE PRESIDENT

With 47 years at the firm, Mr. Nassar has coordinated countless public safety promotional engagements — spanning job analysis, knowledge-test and performance-exercise development, assessor training, scoring oversight, and candidate review for clients including the Boston Police Department, Massachusetts State Police, Norfolk Police and Fire, Kansas City Fire, Jacksonville Sheriff, Palm Beach County Sheriff, the U.S. Secret Service, and Akron Fire.

Senior Staff Consultants

PSYCHOMETRICS & ASSESSMENT DESIGN

Dr. Lana Prudhomme Whitlow (Lead Psychometrician), Judith Geoffriau Thompson, M.Ed. (VP of Psychometric Services), and Dr. Mark D. Mincy (Senior I/O Consultant) bring expertise in psychometrics, test construction, assessment-center development, assessor training, and technical reporting. Kimberly N. Anderson, M.S. adds experience across more than 800 public-sector job titles.

Staff Consultants & IT Support

ADMINISTRATION, REPORTING & TECHNOLOGY

Molly C. McDonald (Director of Testing Services) and Elizabeth Wilson (VP of Contract Performance & Client Services) support administration, score reporting, and statistical analysis. Cooper Kellum oversees all technology equipment, video-based exercise development, secure test administration, and data security.

LEGAL DEFENSIBILITY & PROFESSIONAL STANDARDS

Built to withstand scrutiny

Every promotional process we design and administer complies with the professional and legal standards governing employment selection: the Uniform Guidelines on Employee Selection Procedures, the *Standards for Educational and Psychological Testing* (AERA, APA, and NCME), and all applicable federal and state EEO statutes.

Our process includes rigorous adverse-impact analysis to identify and address any disparate impact on protected groups under Title VII of the Civil Rights Act. Where adverse impact is found, we apply established professional methods to evaluate the validity of the process and recommend evidence-based modifications.

We maintain comprehensive documentation for every project job-analysis records, item-development files, SME review documentation, administration records, and statistical analyses the record that supports legal defensibility in the event of a complaint, grievance, or litigation. Our clients benefit from this institutional expertise throughout and beyond the engagement.

Pricing

Morris & McDaniel, Inc. proposes the following fee structure based on the total number of candidates participating in the promotional examination and assessment process. Pricing is tiered to reflect economies of scale, with a per-candidate rate applied to any candidates exceeding 100.

Candidate Range	Price
Candidates 1 – 50	**$58,000.00**
Candidates 51 – 75	**$61,000.00**
Candidates 76 – 100	**$63,000.00**
Candidates over 100 (per each candidate)	**$250.00**

Note: *Any candidates over 100 will be billed at $250.00 per candidate, in addition to the base fee for the first 100 candidates.*

CONCLUSION

We'd be honored to serve Jackson

Morris & McDaniel, Inc. submits this proposal with full confidence in our ability to deliver an exceptional Sergeant promotional process for the Jackson Police Department. We bring the experience, the professional expertise, and the commitment to service the Department deserves, and we look forward to helping identify Jackson's next generation of police supervisory leadership.

We welcome any questions regarding our approach, our qualifications, or any aspect of this proposal. Please do not hesitate to contact us at your convenience.

Respectfully submitted,

Dr. David M. Morris
President, Morris & McDaniel, Inc.

EXHIBIT B

LESLI

Training Strategic Thinkers.
Leading Safer Communities.

"Tomorrow's public safety challenges require leaders who are not only qualified to serve but strategically aligned to lead."

Presented by: Dr. Charles Haynes

PROPOSAL FOR PROFESSIONAL PROMOTIONAL ASSESSMENT SERVICES

Confidential and Proprietary Notice: *This proposal contains confidential and proprietary information belonging to LESLI LLC. and is intended solely for evaluation by authorized representatives of the Jackson Police Department and the City of Jackson. Unauthorized reproduction, distribution, disclosure, or use of any portion of this proposal is prohibited without the express written consent of LESLI LLC.*

To Whom It May Concern:

On behalf of the Law Enforcement Strategy & Leadership Institute (LESLI LLC.), I respectfully submit the enclosed proposal for consideration by the Jackson Police Department and the City of Jackson.

This document is not intended to constitute a binding contract, guarantee of services, or formal agreement between the parties. Rather, it represents an earnest effort to initiate meaningful dialogue regarding the potential provision of professional promotional assessment and leadership consulting services designed to support the Department's mission, organizational objectives, and leadership development initiatives.

The information contained within this proposal is presented in good faith and reflects LESLI LLC.'s current understanding of the Department's potential needs. As such, references to proposed services, responsibilities, timelines, methodologies, and project deliverables should be considered preliminary in nature. The scope of services described herein remains fluid, subject to discussion, and open to modification through mutual agreement should the parties elect to pursue a formal engagement.

This proposal contains certain proprietary information, methodologies, concepts, models, processes, diagrams, assessment frameworks, and intellectual property belonging exclusively to LESLI LLC., including but not limited to the Inside-Out Leadership Selection Model (IOLSM) and Leadership Alignment Funnel. The contents of this proposal are provided solely for evaluation and discussion purposes and should not be reproduced, distributed, disclosed, or utilized outside the review process without the express written consent of LESLI LLC.

LESLI LLC. is committed to providing professional, impartial, transparent, and defensible assessment services that promote leadership excellence, organizational legitimacy, and public trust. The enclosed proposal reflects that commitment and outlines a framework designed to identify leadership competencies aligned with the current and future needs of the Department.

References regarding previous assessment-related achievements, leadership selection initiatives, organizational assessments, consulting engagements, and relevant professional experience are available upon request and may be provided during subsequent discussions.

Thank you for your time, consideration, and commitment to advancing professional public safety services. LESLI LLC. welcomes the opportunity to discuss this proposal further and explore how we may assist the Jackson Police Department in achieving its leadership development and organizational goals.

Respectfully,

Dr. Charles W. Haynes, DBA
Owner and Principal Consultant
Law Enforcement Strategy & Leadership Institute (LESLI LLC.)

PROFESSIONAL SERVICES INVESTMENT SCHEDULE

Law Enforcement Strategy & Leadership Institute (LESLI LLC.)
Promotional Leadership Assessment Services
Jackson Police Department

Milestone	Professional Services	Investment
	Organizational Snapshot Analysis	
Phase I	Executive consultation with the Chief of Police and designated command staff to identify the Department's mission, vision, strategic priorities, organizational challenges, leadership expectations, community concerns, and future direction.	**$6,000.00**
	Exemplar Leadership Identification	
Phase II	Development of the Department's leadership competency profile through analysis of high-performing leaders, organizational expectations, ethical standards, decision-making characteristics, and supervisory competencies.	**$7,000.00**
	Competency-Based Assessment Design	
Phase III	Design and development of a customized promotional leadership assessment utilizing the proprietary **Inside-Out Leadership Selection Model (IOLSM)**. Includes assessment construction, constitutional law, departmental policy application, leadership judgment, reading comprehension, critical thinking, supervisory scenarios, and quality assurance review.	**$18,000.00**
	Assessment Administration & Information Technology Coordination	
Phase IV	Coordination with Department Information Technology personnel, validation of testing equipment, candidate registration, identity verification, secure computer-based assessment administration, and assessment management for up to **100 eligible candidates**.	**$8,000.00**
	Assessment Scoring, Statistical Validation & Results Reporting	
Phase V	Electronic scoring, statistical validation, quality assurance review, assessment integrity verification, and publication of validated assessment results utilizing unique candidate identification numbers, with same-day reporting whenever operationally feasible.	**$7,000.00**

	Executive Leadership Review Board	
Phase VI	Facilitation of an Executive Leadership Review Board consisting of members mutually agreed upon by LESLI LLC., the Chief of Police, and a distinguished executive public safety leader from outside the State of Mississippi. The Board will evaluate leadership readiness and identify a minimum of **five (5) highly qualified candidates** for executive consideration by the Chief of Police.	**$5,000.00**
	Final Reporting & Project Close-Out	
Phase VII	Preparation of the Executive Summary, ranked eligibility list, statistical reports, recommendations, executive consultation, final documentation, records retention, and project close-out.	**$5,000.00**

TOTAL PROFESSIONAL SERVICES INVESTMENT

Professional Services Investment $56,000.00

The Professional Services Investment Includes

- Executive Leadership Consultation
- Organizational Snapshot Analysis
- Exemplar Leadership Identification
- Leadership Competency Framework Development
- Competency-Based Assessment Design
- Secure Computer-Based Assessment Platform
- Candidate Registration & Verification
- Information Technology Coordination
- Assessment Administration
- Statistical Validation & Quality Assurance
- Same-Day Results Publication (when operationally feasible)
- Executive Leadership Review Board Facilitation
- Executive Summary & Final Reporting
- Project Management & Administrative Support
- Travel within the State of Mississippi
- Assessment services for **up to one hundred (100) eligible candidates**
- **Candidates over 100 (per each candidates) $250.00**

Additional Candidates: Should the number of eligible candidates exceed one hundred (100), additional candidates may be assessed for a mutually agreed-upon per-candidate fee of $250.00 established prior to assessment administration.

Payment Terms: Payment shall be made upon completion of each project milestone in accordance with the Professional Services Agreement.

Proposal Validity: This Investment Schedule shall remain valid for ninety (90) days from the date of submission.

PROPOSAL FOR PROFESSIONAL PROMOTIONAL ASSESSMENT SERVICES

Submitted To:

Jackson Police Department
City of Jackson, Mississippi

Submitted By:

LAW ENFORCEMENT STRATEGY & LEADERSHIP INSTITUTE(LESLI LLC.)

Mississippi Business Identification Number: 1501784

Dr. Charles W. Haynes, DBA
Owner and Principal Consultant

404 McDonald Drive
Clinton, Mississippi 39056

Office: 601-717-3784

Email: lesli_training@outlook.com

Alternative Email: charles.haynes276@outlook.com

PROMOTIONAL ASSESSMENT PROCESS

Aligning Vision. Building Leaders. Strengthening the Future.



LESLI

Training Strategic Thinkers.
Leading Safer Communities.

Why the Chief's Vision Matters

The fundamental mission of public safety agencies remains constant: to protect life, preserve property, uphold the Constitution, and serve the community. While the mission itself does not change, the environment in which that mission is carried out is continually evolving. Community expectations, crime trends, organizational challenges, workforce characteristics, technology, and public trust considerations are dynamic and often require different leadership approaches to achieve the same mission.

For this reason, the promotional assessment process begins with the Chief of Police's vision and organizational priorities. Effective leaders must not only possess technical knowledge and supervisory skills but also demonstrate the ability to support the Department's current strategic direction and address the issues most affecting the community. By identifying the leadership qualities, behaviors, and competencies that are most relevant to present-day challenges, the assessment process seeks to place future leaders in positions where they can successfully support the agency's mission, serve as role models, and help move the organization toward its desired future state.

The Inside-Out Leadership Selection Model (IOLSM) recognizes that leadership success is not measured solely by what has worked in the past, but by identifying individuals whose values, judgment, and capabilities align with the current definition of success within the Department and the community it serves.

LESLI

Training Strategic Thinkers
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Presented by: Dr. Charles Haynes

PROPOSAL FOR PROFESSIONAL PROMOTIONAL ASSESSMENT SERVICES

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EXECUTIVE SUMMARY

The Law Enforcement Strategy & Leadership Institute(LESLI LLC.) respectfully submits this proposal to provide professional promotional assessment services for the Jackson Police Department (JPD).

LESLI LLC. specializes in law enforcement leadership development, organizational assessments, executive education, strategic planning, agency consulting, and promotional assessment design. Through the utilization of the Inside-Out Leadership Selection Model (IOLSM), LESLI LLC. seeks to provide a fair, transparent, secure, and professionally administered promotional assessment process that identifies leadership potential while supporting the mission, vision, and strategic objectives of the Jackson Police Department.

The proposed assessment process is designed to enhance organizational legitimacy, improve candidate confidence, strengthen promotional decision-making, and assist the Department in identifying future leaders capable of meeting the evolving demands of modern policing.

COMPANY OVERVIEW

The Law Enforcement Strategy & Leadership Institute(LESLI LLC.) is a Mississippi-based consulting organization dedicated to improving public safety organizations through leadership excellence, organizational strategy, innovation, research, and professional development.

LESLI LLC. provides consulting and assessment services in the following areas:

• Promotional Assessment Design and Administration

• Leadership Development and Executive Education

• • Strategic Planning

• Change Management

• Innovation and Organizational Transformation

• • Policy Development and Analysis

• Public Safety Research

For purposes of this proposal, LESLI LLC. will design and administer a promotional assessment process for the rank of Sergeant utilizing the Inside-Out Leadership Selection Model (IOLSM).

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WHY LESLI LLC.

ASSESSMENT PHILOSOPHY

Why LESLI LLC. Uses the Term "Assessment" Rather Than "Test"

LESLI LLC. intentionally utilizes the term assessment instead of test.

A test generally measures an individual's ability to recall information and demonstrate technical knowledge.

An assessment evaluates a broader range of competencies associated with leadership success, including:

- Knowledge
- Reading Comprehension
- Decision-Making
- Policy Application
- Critical Thinking
- Leadership Judgment
- Organizational Awareness
- Strategic Alignment

The Inside-Out Leadership Selection Model recognizes that future law enforcement leaders must possess more than technical knowledge. The assessment process, therefore, seeks to evaluate both quantitative and qualitative indicators associated with successful supervisory performance.

SCOPE OF SERVICES

LESLI LLC. shall design, administer, secure, evaluate, and report the results of a promotional assessment process for Sergeant candidates identified by the Jackson Police Department.

Services include:

Assessment Development

• Assessment design aligned to the Sergeant position.

• Development of customized assessment materials.

• Integration of organizational priorities identified by JPD leadership.

• Development of scoring protocols.

• Establishment of evaluation standards.

• Quality assurance review.

Assessment Administration

Assessment content may include:

• Educational and professional leadership content

• Jackson Police Department policies and procedures

• Reading comprehension exercises

• Pattern-recognition and mathematical reasoning components

• Leadership and supervisory decision-making content

• Critical-thinking exercises

• Timed assessment administration

Assessment Reporting

LESLI LLC. shall:

• Verify assessment results

- Conduct score validation procedures
- Publish assessment results
- Provide assessment documentation to authorized departmental personnel

Whenever operationally feasible, assessment scores shall be released on the same day as assessment completion.

THE INSIDE-OUT LEADERSHIP SELECTION MODEL (IOLSM)

The IOLSM consists of four phases designed to ensure organizational alignment and assessment integrity.

Phase One: Organizational Assessment

Responsibility: Jackson Police Department

The Department shall provide:

- Chief's vision for the next three to five years
- Strategic priorities
- Organizational challenges
- Internal operational trends
- External public safety trends
- Leadership needs
- Organizational environment

The purpose of this phase is to identify leadership competencies necessary for future organizational success.

Phase Two: Leadership Profile Development

Responsibility: Jackson Police Department

The Department shall identify characteristics representative of successful leadership within the organization.

Information shall be gathered from designated executive personnel and leaders ranking above the promotional level being assessed.

LESLI LLC. shall not interview prospective assessment candidates.

Phase Three: Assessment Construction

Responsibility: LESLI LLC.

LESLI LLC. shall:

- Analyze organizational information
- Develop the assessment instrument
- Align assessment content with the Leadership Alignment Funnel
- Establish scoring criteria
- Conduct quality-control reviews
- Validate assessment structure

Phase Four: Assessment Administration and Leadership Validation

Responsibility: Jackson Police Department and LESLI LLC.

The Department and LESLI LLC. shall work collaboratively to identify a diverse and credible review board when applicable.

This phase supports transparency, legitimacy, and confidence in the process.

LEADERSHIP ALIGNMENT FUNNEL

The Leadership Alignment Funnel serves as the foundational framework for assessment development.



The funnel ensures promotional assessments remain aligned with organizational objectives rather than relying solely upon generalized testing methodologies.

DEPARTMENT RESPONSIBILITIES

The Jackson Police Department shall:

- Designate a departmental liaison.
- Provide position descriptions.
- Provide relevant policies and procedures.
- Identify strategic priorities.
- Coordinate candidate eligibility.
- Provide operational timelines.
- Secure necessary approvals.
- Cover facility rental expenses when applicable.

ASSESSMENT SITE REQUIREMENTS

LESLI LLC. may recommend an external assessment location to promote neutrality, security, and operational efficiency.

When utilized, facility costs shall be the responsibility of the Department unless otherwise negotiated.

CANDIDATE REGISTRATION AND ACKNOWLEDGEMENT

LESLI LLC. incorporates multiple procedural checkpoints throughout registration and assessment administration.

Candidates may be required to acknowledge in writing:

• Receipt of instructions

• Understanding of procedures

• Accuracy of submitted information

• Understanding of assessment requirements

• Understanding of confidentiality provisions

• Understanding of grievance procedures

These safeguards are intended to ensure candidates are fully informed before participation and to strengthen assessment validity.

SECURITY AND CONFIDENTIALITY

LESLI LLC. maintains strict security standards.

Security measures include:

• Unique candidate identification numbers

• Controlled access to assessment materials

- Encrypted electronic storage
- Secure document handling
- Activity logging with date and time stamps
- Limited personnel access

To further preserve assessment integrity, LESLI LLC. intentionally utilizes a limited staffing model to reduce unnecessary exposure to assessment content.

All records, assessment materials, scoring documents, correspondence, and related files shall be retained by LESLI LLC. on encrypted storage devices for five (5) years.

No assessment content shall be disclosed to unauthorized parties.

Assessment Instrumentation and Delivery Platform

Assessment Technology Framework

To support the integrity, efficiency, security, and administration of the assessment process, LESLI LLC. utilizes a secure web-based assessment management platform designed to facilitate professional assessment and evaluation environments.

The platform serves as the primary delivery mechanism for assessment administration and supports the objectives of the Inside-Out Leadership Selection Model (IOLSM) by providing a reliable, controlled, and professionally managed assessment experience for all participants.

The assessment management platform includes capabilities designed to promote consistency, fairness, documentation, transparency, and administrative oversight throughout the assessment process.

Platform Capabilities

The assessment delivery system may include:

- Secure candidate registration and enrollment;
- Candidate identity verification procedures;
- Unique candidate identification number assignment;
- Timed assessment administration;
- Automated assessment scheduling and invitations;
- Randomization of assessment content when appropriate;
- Multiple question formats and assessment instruments;
- Reading comprehension and scenario-based exercises;
- Leadership and decision-making evaluation components;
- Automated scoring and score validation capabilities;
- Real-time assessment monitoring and progress tracking;
- Digital acknowledgement and candidate verification checkpoints;

• Comprehensive activity logging and audit trail capabilities;

• Secure data storage and retrieval;

• Results reporting and score management functions.

Assessment Integrity Features

The assessment platform is designed to support assessment integrity through features that may include:

• Controlled assessment access windows;

• Time-restricted assessment sessions;

• Prevention of unauthorized modifications during assessment administration;

• Automatic recording of assessment completion times;

• Candidate verification checkpoints;

• Detailed system-generated activity logs;

• Documentation of candidate acknowledgements and certifications;

• Secure records management;

• Automated score calculations and verification procedures.

These capabilities assist LESLI LLC. in maintaining consistency throughout the assessment process while providing documentation that may be utilized during quality assurance reviews, administrative inquiries, formal appeals processes, or legal proceedings.

Administrative Benefits

The utilization of a professional assessment management platform provides several benefits to participating agencies, including:

• Improved administrative efficiency;

• Reduced paper-based processing requirements;

• Enhanced documentation and records management;

• Improved candidate communication capabilities;

- Increased scoring accuracy;
- Faster results verification;
- Enhanced transparency and accountability;
- Improved audit and reporting capabilities;
- Greater operational flexibility for future assessments.

Candidate Benefits

Candidates benefit from a standardized assessment environment designed to provide:

- Consistent administration procedures;
- Clear assessment instructions;
- Structured assessment navigation;
- Automated time management tools;
- Confirmation of assessment completion;
- Improved accessibility and usability;
- Timely score reporting;
- Enhanced confidence in the integrity of the assessment process.

Platform Selection and Modification

LESLI LLC. reserves the right to utilize assessment technologies, software platforms, security protocols, and delivery systems deemed appropriate to support the objectives of the assessment process.

Specific assessment technologies may be modified, upgraded, replaced, or enhanced at the discretion of LESLI LLC., provided such modifications do not materially impact assessment integrity, candidate fairness, contractual obligations, or professional standards.

Proprietary Methodology and Platform Distinction

The assessment platform utilized by LESLI LLC. serves solely as a secure administrative and delivery mechanism designed to facilitate assessment administration, candidate management, score reporting, and documentation processes.

The platform itself does not determine candidate outcomes, assessment standards, scoring methodologies, leadership competencies, promotional eligibility, organizational alignment measures, or assessment conclusions.

The assessment methodology, evaluation criteria, leadership competency framework, candidate analysis procedures, scoring architecture, Leadership Alignment Funnel, and all associated components of the Inside-Out Leadership Selection Model (IOLSM) remain the exclusive intellectual property and professional responsibility of LESLI LLC.

The Department acknowledges that the value of the assessment process is derived not merely from the technology used to administer the assessment, but from the proprietary methodologies, leadership frameworks, organizational alignment principles, professional expertise, and assessment design processes developed and applied by LESLI LLC.

Accordingly, the assessment platform should be viewed as an enabling technology supporting the administration of the IOLSM rather than as the assessment methodology itself.

Integrated Assessment Technology Advantage

The combination of the Inside-Out Leadership Selection Model (IOLSM) and a modern assessment management platform provides a professionally administered framework designed to support fairness, transparency, consistency, and organizational legitimacy throughout the promotional process.

By integrating evidence-based leadership assessment principles with contemporary assessment technology, LESLI LLC. is able to provide a defensible and well-documented process that enhances administrative efficiency while preserving assessment integrity. This integrated approach allows agencies to move beyond traditional testing methodologies and toward a leadership-centered assessment process that aligns candidate evaluation with organizational priorities, operational realities, and future leadership requirements.

The resulting process provides the Department with a secure, transparent, and professionally managed assessment experience that supports public safety excellence, strengthens stakeholder confidence, and promotes the identification of leaders capable of advancing the mission and vision of the organization.

The assessment platform serves as an administrative and delivery tool; however, the assessment methodology, evaluation criteria, scoring framework, candidate analysis procedures, leadership alignment processes, and associated intellectual property remain the exclusive responsibility of LESLI LLC. and the Inside-Out Leadership Selection Model.

The combination of the IOLSM methodology and modern assessment management technology provides a defensible, transparent, and professionally administered promotional assessment process designed to meet contemporary public safety leadership standards.

CANDIDATE REVIEW, CHALLENGES, AND APPEALS

Candidates shall be provided with an opportunity to review their individual assessment performance consistent with procedures established by the Department.

Published assessment results shall identify candidates only through assigned identification numbers and corresponding scores.

Any grievance, challenge, protest, complaint, or appeal shall be addressed in accordance with established Jackson Police Department and City of Jackson Human Resources policies and procedures.

LESLI LLC. shall not serve as the adjudicating authority regarding personnel disputes.

In the event of a formal review or challenge, LESLI LLC. may provide protected assessment materials to authorized reviewing officials for verification purposes.

All proprietary assessment materials remain the intellectual property of LESLI LLC.

LEGAL DEFENSIBILITY AND PROFESSIONAL STANDARDS

LESLI LLC. designs assessments intended to promote:

- Fairness
- Consistency
- Transparency
- Job relevance
- Documentation
- Candidate confidentiality
- Organizational legitimacy
- Professional standards

The assessment process serves as an objective leadership evaluation tool and does not replace the Department's authority regarding promotional decisions.

PROJECT TIMELINE

The following timeline is intended as a planning framework and may be modified at the discretion of the Department.

Phase One: Organizational Assessment
Estimated Duration: 2–4 Weeks

Phase Two: Leadership Profile Development
Estimated Duration: 1–3 Weeks

Phase Three: Assessment Construction
Estimated Duration: 3–6 Weeks

Phase Four: Assessment Administration and Reporting
Estimated Duration: 1–2 Weeks

Estimated Total Duration:
7–15 Weeks

The Department reserves the right to accelerate, postpone, modify, suspend, or otherwise adjust timelines based upon operational needs, staffing considerations, budgetary requirements, emergencies, or administrative priorities.

COST OF SERVICES

The cost of services shall be negotiated between LESLI LLC. and the Jackson Police Department.

Pricing considerations may include:

- Number of assessment candidates
- Complexity of assessment design
- Assessment facility requirements
- Travel requirements
- Administrative support requirements
- Assessment review requirements
- Additional consulting services requested

LESLI LLC. recognizes the fiscal responsibilities associated with public safety operations and strives to maintain flexible pricing arrangements that support the Department's mission while preserving professional standards and assessment integrity.

As a general principle, LESLI LLC. seeks to align pricing structures with historical departmental expenditures associated with comparable promotional assessment services and related professional consulting engagements.

MISSION STATEMENT

The mission of LESLI LLC. is to strengthen public safety organizations through leadership excellence, strategic innovation, organizational assessment, and evidence-based professional development that enhances the quality of service provided to citizens and communities.

COMPANY INFORMATION

LAW ENFORCEMENT STRATEGY & LEADERSHIP INSTITUTE (LESLI LLC.)

Mississippi Business Identification Number:
1501784

Owner and Principal Consultant:
Dr. Charles W. Haynes, DBA

Business Address:
404 McDonald Drive
Clinton, Mississippi 39056

Office:
601-717-3784

Primary Email:
lesli_training@outlook.com

Secondary Email:
charles.haynes276@outlook.com

Legal Proceedings, Limitation of Liability, Indemnification, and Intellectual Property Protection

Independent Contractor Status

LESLI LLC. serves solely as an independent contractor engaged to design, administer, score, validate, and report promotional assessment services as described within the scope of this agreement.

Nothing contained within this agreement shall be construed to create an employer-employee relationship, partnership, joint venture, agency relationship, or fiduciary relationship between LESLI LLC. and the Jackson Police Department, the City of Jackson, or any employee thereof.

The Jackson Police Department retains sole authority and responsibility regarding candidate eligibility, promotional decisions, personnel actions, policy interpretation, disciplinary actions, and implementation of promotional outcomes resulting from the assessment process.

Witness Services and Legal Proceedings

In the event of any administrative grievance, civil action, arbitration, appeal, employment dispute, Equal Employment Opportunity complaint, promotional challenge, internal investigation, administrative review, or other legal proceeding arising from or relating to the Department's promotional process, LESLI LLC.'s role shall be limited to providing factual information concerning the assessment process, scoring methodology, assessment records, communications, candidate acknowledgements, assessment materials, and other documentation maintained in the ordinary course of business.

LESLI LLC. shall serve solely as a fact witness concerning the assessment process and shall not be responsible for defending personnel decisions, promotional decisions, disciplinary actions, policy interpretations, or administrative determinations made by the Department.

Upon receipt of a lawful subpoena, court order, administrative directive, or written authorization approved by the Department and consistent with applicable law, LESLI LLC. may provide assessment records, communications, scoring documentation, candidate acknowledgements, assessment materials, and related records maintained pursuant to this agreement.

Reimbursement of Legal and Administrative Costs

Should LESLI LLC. be required to participate in legal proceedings, provide sworn testimony, attend depositions, respond to discovery requests, produce records, participate in arbitration

proceedings, administrative hearings, court proceedings, or other matters arising from the Department's promotional process, the Department agrees to reimburse LESLI LLC. for all reasonable and documented costs associated with such participation, including but not limited to:

• Consultant preparation time;

• Travel expenses;

• Lodging expenses when applicable;

• Administrative and document retrieval expenses;

• Records production expenses;

• Attorney consultation fees reasonably incurred by LESLI LLC. in responding to such proceedings;

• Expert witness fees, when applicable;

• Time expended by LESLI LLC. personnel in support of legal or administrative proceedings.

Such reimbursement shall apply regardless of whether LESLI LLC. is named as a party, witness, records custodian, consultant, or other participant in the proceeding, provided the matter arises from services performed under this agreement.

Department Responsibility and Indemnification

The Jackson Police Department acknowledges and agrees that LESLI LLC. does not make promotional decisions and does not control personnel actions, candidate eligibility determinations, employment actions, disciplinary actions, policy interpretation, or final promotional outcomes.

To the fullest extent permitted by law, the Department agrees to defend, indemnify, and hold harmless LESLI LLC., its officers, employees, contractors, consultants, successors, and assigns from claims, demands, lawsuits, administrative complaints, damages, costs, expenses, and liabilities arising out of:

• Departmental personnel decisions;

• Promotional decisions;

• Candidate eligibility determinations;

• Policy interpretation;

• Employment actions;

• Departmental administrative actions;

• Departmental implementation of assessment results; or

• Actions taken by the Department independent of the assessment services provided by LESLI LLC.

This provision shall not apply to claims arising from the willful misconduct, fraud, or gross negligence of LESLI LLC.

Limitation of Liability

To the fullest extent permitted by law, LESLI LLC.'s total liability arising from services provided under this agreement shall be limited to the total compensation paid to LESLI LLC. under the applicable contract.

In no event shall LESLI LLC. be liable for indirect, consequential, incidental, special, exemplary, punitive, or speculative damages, including lost wages, lost promotional opportunities, lost employment opportunities, reputational harm, or claims asserted by third parties.

The Department acknowledges that promotional decisions remain within the sole discretion of the Department and that LESLI LLC. cannot guarantee any specific promotional outcome, ranking result, employment action, candidate performance level, or future job performance.

Assessment Integrity and Proprietary Methodology

The Department acknowledges that the Inside-Out Leadership Selection Model (IOLSM), Leadership Alignment Funnel, assessment methodology, assessment content, scoring systems, evaluation instruments, diagrams, templates, forms, procedures, reports, and related materials constitute proprietary intellectual property developed and owned exclusively by LESLI LLC.

Nothing contained within this agreement shall be construed as a transfer, assignment, licensing, or sale of intellectual property rights unless expressly stated in writing by LESLI LLC.

The Department may utilize assessment results and reports generated pursuant to this engagement solely for internal promotional and administrative purposes.

The Department shall not reproduce, distribute, publish, modify, reverse engineer, disclose, copy, transfer, sell, or permit third parties to access proprietary LESLI LLC. materials without the prior written consent of LESLI LLC.

Confidentiality of Assessment Materials

All assessment questions, scoring methodologies, evaluation criteria, candidate data, assessment instruments, and related materials shall remain confidential and protected.

LESLI LLC. reserves the right to withhold proprietary assessment content from public disclosure to the fullest extent permitted by law and may seek appropriate legal remedies to protect proprietary information and assessment integrity.

Records Retention

LESLI LLC. shall maintain assessment records, communications, scoring documentation, candidate acknowledgements, and related project files on encrypted storage systems for a period of five (5) years following completion of the engagement unless a longer retention period is required by law or pending litigation.

No Guarantee of Outcome

The assessment process is intended to provide an objective and professionally administered leadership assessment tool designed to assist the Department in evaluating candidates.

Participation in the assessment process does not create a right to promotion, continued employment, preferential treatment, assignment, transfer, compensation increase, or any other employment benefit.

LESLI LLC. makes no warranty, guarantee, or representation regarding any candidate's ranking, promotional status, future performance, or employment outcome.

PROFESSIONAL PROMOTIONAL ASSESSMENT SERVICES PROPOSAL

Submitted To

Jackson Police Department

City of Jackson, Mississippi

Submitted By

Law Enforcement Strategy & Leadership Institute (LESLI LLC.)

Dr. Charles W. Haynes, DBA

Owner & Principal Consultant

EXECUTIVE SUMMARY

The Law Enforcement Strategy & Leadership Institute (LESLI LLC.) respectfully submits this proposal to provide professional promotional assessment services for the Jackson Police Department. The purpose of this engagement is to identify future supervisory leaders through a fair, transparent, secure, and professionally administered assessment process designed to support organizational excellence and public trust.

Utilizing the proprietary **Inside-Out Leadership Selection Model (IOLSM)**, LESLI LLC. evaluates leadership readiness beyond traditional testing methods by incorporating organizational priorities, decision-making ability, critical thinking, leadership judgment, and strategic alignment.

SCOPE OF SERVICES

LESLI LLC. will provide:

✓ Organizational Leadership Assessment

✓ Leadership Profile Development

✓ Customized Sergeant Promotional Assessment

✓ Secure Assessment Administration

✓ Candidate Registration and Verification

✓ Assessment Scoring and Validation

✓ Results Reporting and Documentation

✓ Leadership Alignment Analysis

PROJECT DELIVERABLES

- Professionally Developed Assessment Instrument
- Secure Assessment Management Platform
- Candidate Tracking and Documentation
- Assessment Scoring and Validation
- Results Reporting Package
- Leadership Alignment Evaluation
- Final Assessment Documentation

PROJECT TIMELINE

Estimated Duration: 7–15 Weeks

1. Organizational Assessment
2. Leadership Profile Development
3. Assessment Construction
4. Assessment Administration & Reporting

WHY LESLI LLC.

LESLI LLC. specializes in leadership development, organizational assessments, executive education, strategic planning, and promotional assessment design for public safety organizations.

Services are led by **Dr. Charles W. Haynes, DBA**, whose leadership experience includes:

- Colonel, Mississippi Highway Patrol
- Assistant Commissioner, Mississippi Department of Public Safety
- Special Agent in Charge, Mississippi Bureau of Investigation
- FBI National Academy Graduate (Session 276)
- Director of Administration of Justice, Mississippi College

Dr. Haynes has led statewide public safety operations, organizational transformation initiatives, executive leadership programs, and strategic planning efforts involving more than 1,200 public safety professionals.

INVESTMENT

PROFESSIONAL PROMOTIONAL ASSESSMENT SERVICES

$56,000.00

The proposed fee includes:

- Assessment Development
- Assessment Administration
- Secure Assessment Technology
- Candidate Registration & Management
- Assessment Scoring & Validation
- Results Reporting
- Project Management
- Leadership Consulting Services

Extraordinary travel expenses, facility rental fees, or legal support services requested beyond the scope of this proposal may be negotiated separately.

COMMITMENT

"Tomorrow's public safety challenges require leaders who are not only qualified to serve, but strategically aligned to lead."

LESLI LLC. is committed to providing a professional, transparent, and defensible assessment process that strengthens leadership selection, organizational legitimacy, and public confidence.

Proposal Valid for 90 Days

Submitted By:

Dr. Charles W. Haynes, DBA

Owner & Principal Consultant

Law Enforcement Strategy & Leadership Institute (LESLI LLC.)

Authorized Representative

Date: 

EXHIBIT C

AGREEMENT FOR PROFESSIONAL ASSESSMENT SERVICES

BETWEEN

THE CITY OF JACKSON, JACKSON POLICE DEPARTMENT

AND

LESLI, LLC

This Professional Assessment Services Agreement ("Agreement") is entered into by and between the City of Jackson, Mississippi, a municipal corporation organized under the laws of the State of Mississippi ("City"), acting through the Jackson Police Department ("JPD"), and the Law Enforcement Strategy & Leadership Institute, LLC ("LESLI LLC."), a Mississippi limited liability company, with its principal office located at 404 McDonald Drive, Clinton, MS 39056.

I. PURPOSE

The City desires to obtain professional promotional assessment services for the rank of Sergeant within the Jackson Police Department, and LESLI LLC. possesses the expertise, qualifications, personnel, and resources necessary to provide such services.

II. TERM

This Agreement shall become effective upon execution by both parties and shall remain in effect until completion of the services described herein unless earlier terminated in accordance with this Agreement.

The anticipated duration of the engagement shall be approximately seven (7) to fifteen (15) weeks following execution of this Agreement, subject to modification by mutual agreement of the parties.

III. SCOPE OF SERVICES

LESLI LLC. shall provide professional promotional assessment services for the rank of Sergeant, including:

1. Organizational Assessment;
2. Leadership Profile Development;
3. Design and development of a customized promotional assessment process utilizing LESLI LLC.'s proprietary assessment methodologies;
4. Secure candidate registration and verification;
5. Secure administration of assessment instruments;
6. Assessment scoring and score validation;
7. Leadership alignment evaluation; and
8. Any and all services set forth in LESLI LLC's Proposal;
9. Preparation of assessment reports and supporting documentation; and
10. Delivery of final assessment results to the City.

All services shall be performed in a professional manner consistent with generally accepted standards applicable to the Inside-Out Leadership Selection Model (IOLSM) and applicable federal and state employment laws.

IV. COMPENSATION

Milestone Professional Services		Investment
Phase I	**Organizational Snapshot Analysis** Executive consultation with the Chief of Police and designated command staff to identify the Department's mission, vision, strategic priorities, organizational challenges, leadership expectations, community concerns, and future direction.	**$6,000.00**
Phase II	**Exemplar Leadership Identification** Development of the Department's leadership competency profile through analysis of high-performing leaders, organizational expectations, ethical standards, decision-making characteristics, and supervisory competencies.	**$7,000.00**
Phase III	**Competency-Based Assessment Design** Design and development of a customized promotional leadership assessment utilizing the proprietary **Inside-Out Leadership Selection Model (IOLSM)**. Includes assessment construction, constitutional law, departmental policy application, leadership judgment, reading comprehension, critical thinking, supervisory scenarios, and quality assurance review.	**$18,000.00**
Phase IV	**Assessment Administration & Information Technology Coordination** Coordination with Department Information Technology personnel, validation of testing equipment, candidate registration, identity verification, secure computer-based assessment administration, and assessment management for up to **100 eligible candidates**.	**$8,000.00**
Phase V	**Assessment Scoring, Statistical Validation & Results Reporting** Electronic scoring, statistical validation, quality assurance review, assessment integrity verification, and publication of validated assessment results utilizing unique candidate identification numbers, with same-day reporting whenever operationally feasible.	**$7,000.00**
Phase VI	**Executive Leadership Review Board** Facilitation of an Executive Leadership Review Board consisting of members mutually agreed upon by LESLI LLC., the Chief of Police, and a distinguished executive public safety leader from outside the State of Mississippi. The Board will evaluate leadership readiness and identify a minimum of **five (5) highly qualified candidates** for executive consideration by the Chief of Police.	**$5,000.00**
Phase VII	**Final Reporting & Project Close-Out** Preparation of the Executive Summary, ranked eligibility list, statistical reports,	**$5,000.00**

recommendations, executive consultation, final documentation, records retention, and project close-out.

TOTAL PROFESSIONAL SERVICES INVESTMENT

Professional Services Investment $56,000.00

The Professional Services Investment Includes

- Executive Leadership Consultation
- Organizational Snapshot Analysis
- Exemplar Leadership Identification
- Leadership Competency Framework Development
- Competency-Based Assessment Design
- Secure Computer-Based Assessment Platform
- Candidate Registration & Verification
- Information Technology Coordination
- Assessment Administration
- Statistical Validation & Quality Assurance
- Same-Day Results Publication (when operationally feasible)
- Executive Leadership Review Board Facilitation
- Executive Summary & Final Reporting
- Project Management & Administrative Support
- Travel within the State of Mississippi
- Assessment services for **up to one hundred (100) eligible candidates**

Additional Candidates: Should the number of eligible candidates exceed one hundred (100), additional candidates may be assessed a mutually agreed-upon per-candidate fee of $250.00, established prior to assessment administration.

Payment Terms: Payment shall be made upon completion of each project milestone in accordance with the Professional Services Agreement.

The City shall pay LESLI LLC. a fixed fee not to exceed Fifty-Six Thousand Dollars ($56,000.00).

The fee shall constitute full compensation for all services performed under this Agreement unless otherwise approved in writing by the City.

No additional compensation shall be due for travel, lodging, administrative expenses, document preparation, legal support, or other incidental costs unless specifically authorized in advance by the City through a written amendment.

Payment shall be made within forty-five (45) days after receipt of the **invoice** and receipt, inspection and approval of the goods and services and subject to the City's normal payment procedures.

V. INDEPENDENT CONTRACTOR

LESLI LLC. shall perform all services as an independent contractor.

Nothing contained in this Agreement shall be construed to create an employer-employee relationship, partnership, joint venture, agency relationship, or fiduciary relationship between the parties.

LESLI LLC. shall be solely responsible for payment of all taxes, withholdings, insurance premiums, and other obligations arising from its status as an independent contractor.

VI. CITY AUTHORITY OVER PROMOTIONAL DECISIONS

The City and the Jackson Police Department retain sole authority regarding:

1. Candidate eligibility determinations;
2. Personnel actions;
3. Promotional decisions;
4. Policy interpretation;
5. Discipline;
6. Employment decisions; and
7. Implementation of assessment results.

VII. PROFESSIONAL STANDARDS

LESLI LLC. warrants that all assessment instruments, scoring methodologies, validation procedures, and assessment practices utilized under this Agreement shall comply with applicable federal and state law and shall be developed and administered in accordance with generally accepted professional standards applicable to law enforcement promotional assessments.

LESLI LLC. further warrants that services shall be performed in a competent and professional manner.

VIII. RECORDS AND REPORTING

LESLI LLC. shall maintain complete records relating to services performed under this Agreement.

All final reports, candidate rankings, scoring summaries, recommendations, and deliverables specifically prepared for the City under this Agreement shall be delivered to the City upon completion of the engagement.

LESLI LLC. shall retain all project records for a minimum period of seven (7) years following completion of services or until final resolution of any audit, litigation, administrative proceeding, or public records request involving the project, whichever occurs later.

IX. PUBLIC RECORDS COMPLIANCE

The parties acknowledge that the City is subject to the Mississippi Public Records Act.

Nothing contained in this Agreement shall require the City to withhold records from disclosure when disclosure is required by law.

If LESLI LLC. believes certain records contain proprietary or confidential information exempt from disclosure, LESLI LLC. shall clearly identify such records in writing. Prior to disclosure of such records, the City shall provide reasonable notice to LESLI LLC. when practicable under applicable law.

The City makes no representation regarding whether any record is exempt from disclosure.

X. INTELLECTUAL PROPERTY

LESLI LLC. shall retain ownership of its preexisting proprietary methodologies, assessment frameworks, scoring systems, testing instruments, templates, processes, software, diagrams, forms, and related intellectual property developed independently of this Agreement.

The City shall own all final reports, candidate rankings, assessment results, score summaries, recommendations, analyses, and other work product specifically prepared for the City under this Agreement.

The City may utilize such work product for governmental, personnel, administrative, legal, and operational purposes.

Nothing herein shall permit the City to reproduce, market, distribute, or commercialize LESLI LLC.'s proprietary assessment instruments or methodologies.

XI. CONFIDENTIALITY OF ASSESSMENT MATERIALS

The parties acknowledge the importance of maintaining the integrity of promotional assessment materials.

To the extent permitted by law, assessment questions, scoring keys, testing instruments, evaluation criteria, and proprietary methodologies shall be treated as confidential.

Nothing in this section shall supersede the City's obligations under the Mississippi Public Records Act or any lawful court order.

XII. LEGAL PROCEEDINGS AND WITNESS SERVICES

In the event of any grievance, appeal, arbitration, administrative proceeding, civil action, employment dispute, Equal Employment Opportunity complaint, or other proceeding arising from services provided under this Agreement, LESLI LLC. may provide factual testimony and documentation concerning its assessment process and services.

If the City requests assistance beyond the ordinary scope of services under this Agreement, including preparation for testimony, production of extraordinary records, or attendance at proceedings, the City may reimburse LESLI LLC. for reasonable and documented expenses approved in advance by the City.

The City shall not be responsible for reimbursing expenses arising from allegations of negligence, professional malpractice, breach of contract, misconduct, or other wrongful acts by LESLI LLC.

XIII. INSURANCE

Throughout the term of this Agreement, LESLI LLC. shall maintain:

1. Commercial General Liability Insurance with limits of not less than $1,000,000 per occurrence;
2. Professional Liability (Errors and Omissions) Insurance with limits of not less than $1,000,000;
3. Workers' Compensation Insurance as required by Mississippi law; and

4. Automobile Liability Insurance covering owned, hired, and non-owned vehicles with limits of not less than $1,000,000.

Certificates of insurance shall be provided to the City upon request.

XIV. LIMITATION OF LIABILITY

Each party shall be solely responsible for the acts, omissions, negligence, gross negligence, willful misconduct, and unlawful conduct of its respective officers, officials, employees, agents, contractors, and representatives acting within the course and scope of their duties.

Neither party shall be liable for the acts, omissions, negligence, or misconduct of the other party or the other party's officers, employees, agents, contractors, or representatives.

The City's liability, if any, shall be limited and governed exclusively by the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., and nothing contained in this Agreement shall be construed as a waiver of any immunity, limitation, defense, notice requirement, exemption, or liability cap available to the City under applicable law.

LESLI LLC.'s liability shall be limited to damages directly caused by the negligent performance of its professional services, breach of this Agreement, gross negligence, willful misconduct, fraud, or violation of applicable law.

XV. MUTUAL RESPONSIBILITY

Each party shall be responsible for its own acts, omissions, negligence, and misconduct.

Nothing contained herein shall be construed as creating any duty by either party to indemnify or defend the other party.

XVI. MISSISSIPPI TORT CLAIMS ACT

Nothing in this Agreement shall be construed as a waiver of any immunity, limitation of liability, defense, notice requirement, damage cap, or other protection afforded to the City, the Jackson Police Department, or their officers, employees, and agents under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or any other applicable law.

XVII. TERMINATION

The City may terminate this Agreement at any time, with or without cause, upon written notice to LESLI LLC.

Upon termination, LESLI LLC. shall be compensated for services satisfactorily performed through the effective date of termination.

LESLI LLC. may terminate this Agreement upon thirty (30) days written notice to the City.

XVIII. AUDIT RIGHTS

LESLI LLC. shall permit the City, the State Auditor, and other governmental entities authorized by law to inspect and audit records relating to services performed under this Agreement.

XIX. COMPLIANCE WITH LAW

LESLI LLC. shall comply with all applicable federal, state, and local laws, regulations, and ordinances.

LESLI LLC. certifies that it is not debarred, suspended, or otherwise prohibited from contracting with governmental entities.

LESLI LLC. further certifies compliance with all applicable E-Verify requirements under Mississippi law.

XX. NON-APPROPRIATION

It is expressly understood and agreed that the obligation of the City to proceed under this agreement is conditioned upon the appropriation of funds by the Governing Authority of the City. 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 City,, the City shall have the right upon ten (10) working days written notice to LESLI LLC, to terminate this agreement without damage, penalty, cost or expenses to the City of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

XXI. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed under the laws of the State of Mississippi.

Venue for any action arising under this Agreement shall lie exclusively in a court of competent jurisdiction in Hinds County, Mississippi.

XXII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and understandings.

Any amendment shall be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

CITY OF JACKSON, MISSISSIPPI

By: _____

Mayor

Date: _____

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

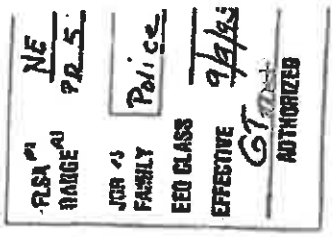
LAW ENFORCEMENT STRATEGY & LEADERSHIP INSTITUTE, LLC

By: _____

Name: _____

Title: _____

Date: _____



CITY OF JACKSON

POLICE SERGEANT

DEFINITION

To supervise police field and/or office operations on an assigned shift; to supervise and personally perform patrol, traffic control, investigative and administrative and support duties; and to perform a variety of administrative and technical duties in support of the department.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from higher level supervisory and management staff.

Exercises direct supervision over subordinate sworn and non-sworn police staff.

EXAMPLES OF ESSENTIAL RESPONSIBILITIES AND DUTIES--*Essential responsibilities and duties may include, but are not limited to, the following:*

Recommend and assist in the implementation of goals and objectives for assigned section or unit; establish schedules and methods for providing effective services and support in assigned area of responsibility; implement policies and procedures.

Evaluate operations and activities of assigned section and personnel; recommend improvements and modifications; prepare various reports on operations and activities.

Review the work of departmental personnel to ensure compliance with department policies and procedures; review reports submitted by officers to verify completeness and the meeting of prescribed standards.

Participate in evaluating staff performance; work with assigned employees to correct deficiencies; recommend and implement discipline procedures.

Plan, direct an supervise the activities of officers assigned to field patrol; provide overall technical and administrative direction to personnel on an assigned shift or area of assignment; conduct briefings and disseminate information to subordinates; inspect personnel; inspect and ensure the proper care of department equipment.

Supervise and participate in all normal shift duties as assigned including enforcing local and State laws, issuing citations, making arrests, administering first aid, transporting offenders, and conducting investigations.

Periodically contact subordinate officers on shift; follow up on problems and complaints.

Respond to major crimes, accident scenes and emergencies; assume initial command; contact and advise superior officers as necessary; conduct random inspections of routine incidents and public contacts.

Complete required reports and documentation relating to activities.

Serve as sergeant in specific assigned areas including criminal investigations, traffic, school liaison, training, selective enforcement, narcotics and vice, and budget and statistics; provide overall technical and administrative direction to assigned personnel.

Plan, direct and supervise activities of officers assigned to police investigations; supervise and conduct criminal investigations including crimes against persons and property, narcotics, juvenile offenses and related felony crimes; ensure collection, preservation, and proper handling of physical evidence and property;analyze crime patterns and trends; prepare associated reports and statistics.

Plan, coordinate, and supervise traffic control activities for special events, parades, and street closures.

Enforce the policies, procedures, rules, regulations, and general and special orders dealing with the conduct of the members and employees of the Police Department; conduct internal reviews and investigations; report on matters related to personnel conduct and discipline; recommend discipline as warranted.

Supervise and train new sworn and non-sworn officers and employees on departmental policies, procedures and activities.

Review all reports and activities on assigned shift.

Conduct investigations of complaints against police officers and other departmental personnel; prepare reports of findings for review and action by higher level command staff.

OTHER IMPORTANT DUTIES AND RESPONSIBILITIES

Assist Police Department personnel with a variety of questions including, but not limited to, general information regarding ordinances, policies and procedures; respond to and resolve difficult and sensitive citizen inquiries and complaints.

Attend meetings, presentations and classes pertinent to programs; coordinate creation of material for presentations; meet with community groups to assess concerns; meet with school officials to plan school related activities.

Use departmental computer equipment to input and review records and data, write reports and other miscellaneous tasks.

Participate in special studies, projects and activities as assigned.

Perform other duties as assigned.

QUALIFICATIONS

Knowledge of:

Police methods and procedures related to patrol, traffic control, crime prevention, and investigation and identification techniques.

Pertinent Federal, State, and local laws, codes, ordinances and regulations; departmental rules and regulations.

Criminal law with particular reference to the apprehension, arrest, and custody of persons committing misdemeanors and felonies, including rules of evidence pertaining to the search, seizure, and preservation of evidence in traffic and criminal cases.

Geography of the city.

Principles of accident investigation and techniques of interrogation.

Basic budgeting procedures and techniques.

Principles and practices of supervision, training and performance evaluation.

Ability to:

Supervise and direct assigned area of responsibility.

Gather, assemble, analyze, evaluate and use facts and evidence.

Lead and conduct sensitive investigations.

Implement department policies and procedures in field situations.

Interpret and apply laws and regulations.

Use, care for, and qualify with firearms.

Demonstrate keen powers of observation and memory.

Maintain confidentiality in the performance of duties.

Supervise, train and evaluate assigned staff.

Communicate clearly and concisely, both orally and in writing.

Maintain effective audio-visual discrimination and perception needed for:
- *making observations*
- *reading and writing*
- *operating assigned equipment*
- *communicating with others.*

Maintain mental capacity which allows the capability of:
- *making sound decisions under pressure*
- *analyzing and interpreting crime scenes*
- *demonstrating intellectual capabilities.*

Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:
- *running, walking, standing or sitting for extended periods of time*
- *operating and caring for firearms*
- *climbing ladders and stairs*
- *chasing suspects*
- *lifting and holding suspects and victims*
- *operating assigned equipment.*

Effectively deal with personal danger which may include exposure to:
- *angry or criminal persons*
- *defective and suspect firearms*
- *automotive chases at high speeds*
- *confined or high work places*
- *dangerous animals*
- *extremely loud noises*
- *hazards associated with traffic control and working in and near traffic*
- *natural and man-made disasters.*

Establish and maintain effective working relationships with those contacted in the course of work including city and other government officials, community groups, and the general public.

Experience and Training Guidelines
Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Three years of experience as a Police Officer; meet all requirements, rules and regulations of the Civil Service Commission.

Training:

Equivalent to the completion of the twelfth grade supplemented by specialized training in police science, law enforcement, criminal justice or a related field.

License or Certificate:

Possession of, or ability to obtain, an appropriate, valid driver's license.

Police Minimum Standards Certification.

View Filed Documents Opt-in or Opt-out of Email updates Print Business Details

Name History

Name	Name Type
LESLI LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1501784
Status:	Good Standing
Effective Date:	08/03/2025
State of Incorporation:	Mississippi
Principal Office Address:	404 McDonald Drive, 404 McDonald Drive Clinton, MS 39056

Registered Agent

Name
Charles W. Haynes
404 McDonald Drive
Clinton, MS 39056

Officers & Directors

Name	Title
Sean Tindell 20 Mockinb Gulfport, MS 39507	Organizer
Charles William Haynes 404 McDonald Drive, 404 McDonald Drive Clinton, MS 39056	

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: June 26, 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON AND THE LAW ENFORCEMENT STRATEGY & LEADERSHIP INSTITUTE (LESLI LLC.) FOR PROFESSIONAL PROMOTIONAL ASSESSMENT SERVICES FOR THE RANK OF SERGEANT ON BEHALF OF THE JACKSON POLICE DEPARTMENT
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention, Quality of Life, Changes in City Government
3.	**Who will be affected**	The Jackson Police Department
4.	**Benefits**	Strengthens promotional decision-making, enhances organizational legitimacy and transparency, and identifies qualified future supervisors through a fair, secure, and legally defensible assessment process that supports public confidence and officer development.
5.	**Schedule (beginning date)**	Upon council approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ ▪ **Project limits if applicable**	City in General
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	Jackson Police Department
8.	**COST**	**Not to exceed 56,000.00 (fixed professional fee).**
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	**Account # 001.442.10.6419**
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____ NABE ____ % WAIVER yes ___ no ___ N/A ____

19

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO TERMINATE THE CATERING CONTRACT WITH SOUL2GO, LLC

WHEREAS, on April 21, 2026, the governing authority for the City of Jackson authorized the Mayor to execute a Catering Contract between the City of Jackson and Soul2Go, LLC to provide catering services at the Jackson Police Training Academy for a minimum of 25 individuals for a period of 12 weeks beginning April 26, 2026 through July 17, 2026, with a flat fee not to exceed $45,000; and,

WHEREAS, the Agreement provides that the COJ will be invoiced on a monthly basis for services provided; and,

WHEREAS, page 5 of the Agreement recites a termination for convenience provision stating that the parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for goods or services rendered and accepted before the effective date of termination; and,

WHEREAS, the Jackson Police Department has determined that continuing the Agreement is no longer in the best interests of the Department and the City of Jackson, and has recommended that the City exercise its right to terminate it for convenience effective upon the expiration of the thirty (30) days written notice period.

IT IS HEREBY ORDERED that the Mayor is hereby authorized to issue written notice of termination of the Catering Contract between the City of Jackson and Soul2Go, to terminate said Agreement for convenience, pursuant to page 5 of the Agreement, effective thirty (30) calendar days from the date of the written notice.

IT IS FURTHER ORDERED that all outstanding invoices submitted and approved prior to the effective date of termination shall be processed and paid in accordance with Miss. Code Ann. § 31-7-305 and the terms of the Agreement, subject to review for accuracy and compliance with the Agreement's terms.

IT IS FURTHER ORDERED that the Mayor, City Attorney, Chief of Police, and Chief Financial Officer are authorized to execute all documents and take all actions necessary to carry out the intent of this Order.

IT IS FURTHER ORDERED that this Order shall be effective upon adoption.

Agenda Item: #19
Date: July 26, 2026
By: Brackney, Hothn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: June 05, 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO TERMINATE THE CATERING CONTRACT WITH SOUL2GO, LLC**
2.	**Public Policy Initiative** Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Changes in City Government, Quality of Life
3.	**Who will be affected**	The Jackson Police Department
4.	**Benefits**	
5.	**Schedule (beginning date)**	Upon council approval; termination effective 30 days from written notice
6.	**Location:** WARD CITYWIDE (yes or no) (area) Project limits if applicable	City in General
7.	**Action implemented by:** City Department Consultant	Jackson Police Department
8.	**COST**	N/A
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 _____

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO TERMINATE THE CATERING CONTRACT WITH SOUL2GO, LLC** is legally sufficient for placement in NOVUS Agenda.

Drew Martin

City Attorney **Date** 7/6/26

Chelsea L. Chicosky, *Deputy City Attorney* 6/5/26

OWNED PETE BROWN GOLF FACILITY LOCATED AT 3200 WOODROW WILSON DRIVE. Said item was pulled by the Administration.

****

ORDER ACCEPTING THE QUOTE AND AUTHORIZING THE MAYOR TO EXECUTE A CATERING AGREEMENT WITH SOUL2GO, LLC TO PROVIDE CATERING SERVICES FOR THE JACKSON POLICE DEPARTMENT TRAINING ACADEMY DURING 12 WEEKS OF TRAINING APRIL 26, 2026 THROUGH JULY 17, 2026.

WHEREAS, the Jackson Police Department requests the governing authorities to approve an Agreement with Soul2Go, LLC, located at 747 Cooper Road, Jackson, Mississippi 39212 to provide food at the Jackson Police Training Academy for a minimum of 25 individuals for a period of 12 weeks to take place April 26, 2026 through July 17, 2026; and

WHEREAS, the Department solicited quotes to provide breakfast, lunch, and dinner for twelve-weeks for at least 25 attendees at the Training Academy and received the following quotes:

QUOTE 1: Soul2Go, LLC located at 747 Cooper Road, Jackson, Mississippi 39212, for a flat fee of $45,000.00; and

QUOTE 2: Eddie's Soulfood 2.0, located at 2853 Bailey Ave, Jackson, Mississippi 39213, for a weekly rate of $4,000.00, totaling $48,000.00 for the 12-week period; and

WHEREAS, Soul2Go submitted the lowest and best bid to provide catering services and the Mayor proposes that parties enter into an agreement, attached hereto and made fully part of these minutes, including the following terms:

EVENT DETAILS

Event Title:	Training Academy
Location:	Jackson Police Department Training Academy, 3000 St. Charles Street, Jackson, Mississippi 39209
Event Dates:	April 26, 2026 through July 17, 2026
Arrival Time:	Caterer will arrive 30 minutes to 1 hour prior to the scheduled start time.

FOOD SERVICES

Pre-made meals delivered in carry-out containers, including paper goods, plastic cutlery, and individual drinks. Fresh fruit and a variety of juice, milk, and water will be provided with breakfast. For lunch and dinner, beverages (tea, lemonade, and water) will be provided. Dietary restrictions and allergies will be accommodated with advanced notice.

CALCULATION OF FEES

Flat Fee not to exceed $45,000 for 25 guests for the 12-week service period (April 29, 2026 through July 17, 2026).

TERMS OF PAYMENT

A. Soul2Go will be compensated for work performed pursuant to this Agreement at a total contract amount not to exceed Forty-Five Thousand Dollars ($45,000.00). COJ will be invoiced on a monthly basis for services provided.
B. Payment of invoices will be due forty-five (45) days from the date of the invoice. Soul2Go will not exceed $45,000.00 in fees for services without separate written Agreement of the parties.

BREACH

In the event the party materially breaches the contract, the non-breaching party may terminate the contract upon thirty (30) days written notice to the breaching party. Such termination shall not prejudice the City's right to pursue any and all other legal or equitable remedies available to it.

MISCELLANEOUS TERMS

The Caterer shall operate as an independent contractor and provide all tools and equipment necessary to complete services. Any additional services must be requested in writing and may result in additional charges.

INSURANCE

The Vendor shall, at its own expense, maintain throughout the term of this Agreement: Commercial General Liability, Workers' Compensation, and Automobile Liability insurance in accordance with applicable law and in amounts consistent with, and not less than, the standard coverage limits customarily maintained by similarly situated businesses in the State of Mississippi. Such insurance shall be written by insurers licensed to do business in Mississippi and having an A.M. Best rating of A- or better. Upon reasonable request, the Party shall provide certificates of insurance evidencing the required coverage and limits. Vendor shall provide prior written notice of any cancellation, non-renewal, or material reduction in coverage.

NON-APPROPRIATION

Notwithstanding any other provision of this Agreement, all obligations of the COJ 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, COJ 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 COJ 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 COJ for the payments or performance due under this Agreement, COJ shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to COJ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. COJ shall have the sole right to determine whether funds are available for the payments or performance due under this Agreement.

TERMINATION FOR CONVENIENCE

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

AMENDMENT

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; and

WHEREAS, Miss. Code Ann. § 21-17-5 grants governing authorities wide powers to adopt orders regarding municipal affairs and finances that do not conflict with the Mississippi Constitution, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi.

IT IS, HEREBY ORDERED that the City of Jackson governing authorities authorize the Mayor to accept the Quote from Soul2Go to provide catering to at least 25 people at the Jackson Police Academy, to take place over 12 weeks, from April 29, 2026 through July 17, 2026.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute the Agreement, attached hereto and made part of these minutes, and any other necessary and related documents, and the Agreement is in effect as of the date of the Mayor's signature.

CATERING AGREEMENT

This Catering Contract ("Contract") is made by and between Soul2Go (the "Caterer"), located at 747 Cooper Road, Jackson, Mississippi 39212, and the City of Jackson (COJ) on behalf of the Jackson Police Training Academy, located at 3000 St. Charles Street, Jackson, Mississippi 39209. The Caterer and COJ may individually be referred to as a "Party" and collectively as the "Parties." The Agreement is binding as to the date of the last signature affixed to this Agreement.

EVENT DETAILS

Event Title: Training Academy
Location: Jackson Police Department Training Academy, 3000 St. Charles Street, Jackson, Mississippi 39209
Event Dates: April 26, 2026 through July 17, 2026
Arrival Time: Caterer will arrive 30 minutes to 1 hour prior to the scheduled start time.

ATTENDEES

The Caterer agrees to provide food services for an estimated minimum of 25 individuals for a period of 12 weeks ("Attendees"). If the number of Attendees increases, the total fee will be adjusted accordingly and reflected in a written amendment to this Agreement.

MENU

The menu has been agreed upon by both Parties. Any changes must be communicated to and approved by the COJ prior to service.

FOOD SERVICES

Pre-made meals delivered in carry-out containers, including paper goods, plastic cutlery, and individual drinks. Fresh fruit and a variety of juice, milk, and water will be provided with breakfast. For lunch and dinner, beverages (tea, lemonade, and water) will be provided. Dietary restrictions and allergies will be accommodated with advanced notice.

CALCULATION OF FEES

Flat Fee not to exceed $45,000 for 25 guests for the 12-week service period (April 29, 2026 through July 17, 2026).

TERMS OF PAYMENT

A. Soul2Go will be compensated for work performed pursuant to this Agreement at a total contract amount not to exceed Forty-Five Thousand Dollars ($45,000.00). COJ will be invoiced on a monthly basis for services provided.

B. Payment of invoices will be due forty-five (45) days from the date of the invoice. Soul2Go will not exceed $45,000.00 in fees for services without separate written Agreement of the parties.

BREACH

In the event the party materially breaches the contract, the non-breaching party may terminate the contract upon thirty (30) days written notice to the breaching party. Such termination shall not prejudice the City's right to pursue any and all other legal or equitable remedies available to it. In the event of breach:

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 07, 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 07, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

Any references to the City waiving any cause of action it may have against the Caterer or any other party as a result of the Caterer's breach of the contract, or the Caterer's own negligence or willful misconduct or the negligence or willful misconduct of the Caterer's employees or agents are deleted. Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 07, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

Any references to the parties submitting to binding arbitration are deleted. Miss. AG Op., Clark (June 07, 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).

ATTORNEY'S FEES

If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation if determined by a court of competent jurisdiction.

MISCELLANEOUS TERMS

The Caterer shall operate as an independent contractor and provide all tools and equipment necessary to complete services. Any additional services must be requested in writing and may result in additional charges.

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. The United Nations Convention for the International Sale of Goods does not apply to this

Agreement. 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.

ENTIRE AGREEMENT

These Terms and Conditions embody the entire agreement and understanding of the parties hereto with respect to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement Terms and conditions set forth in any purchase order, 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.

INSURANCE

The Vendor shall, at its own expense, maintain throughout the term of this Agreement: Commercial General Liability, Workers' Compensation, and Automobile Liability insurance in accordance with applicable law and in amounts consistent with, and not less than, the standard coverage limits customarily maintained by similarly situated businesses in the State of Mississippi. Such insurance shall be written by insurers licensed to do business in Mississippi and having an A.M. Best rating of A- or better. Upon reasonable request, the Party shall provide certificates of insurance evidencing the required coverage and limits. Vendor shall provide prior written notice of any cancellation, non-renewal, or material reduction in coverage.

E-VERIFY

The Parties represent and warrant that each will ensure its compliance with the Mississippi Employment Protection and will register and participate in the status verification system for all newly hired employees

The term "employee" as used herein means any person who is hired to perform work within the State of Mississippi.

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 Parties agree to maintain records of such compliance and, upon request of the State of Mississippi, to provide a copy of each such verification to the State of Mississippi. The Parties further represent and warrant that any of its employees assigned by such Party to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

The Parties understand and agree that any breach of these warranties may subject the Parties to the following:

A. 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,

B. The loss of any license, permit, certificate or other document granted to such Party by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

C. Both.

FORCE MAJEURE

A. 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, unpossible, inadvisable, or commercially impracticable.

B. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

NON-APPROPRIATION

Notwithstanding any other provision of this Agreement, all obligations of the COJ 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, COJ 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 COJ 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 COJ for the payments or performance due under this Agreement, COJ shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to COJ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. COJ shall have

the sole right to determine whether funds are available for the payments or performance due under this Agreement.

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.

STATUTE OF LIMITATIONS

Article 4, Section 104 of the Mississippi Constitution prohibits statutes of limitation from running against a municipal corporation.

TERMINATION FOR CONVENIENCE

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

AMENDMENT

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.

AUTHORITY

Each party represents that it (a) has the power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and (b) has taken all necessary action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of such party and constitutes a legal, valid and binding obligation of such party and is enforceable against it in accordance with its terms subject to the effects of bankruptcy, insolvency, or other laws of general application affecting the enforcement of creditor rights and judicial principles affecting the availability of specific performance and general principles of equity, whether enforceability is considered a proceeding at law or equity.

EXECUTION

The Parties confirm that the individuals signing this Contract are authorized to enter into this agreement.

FOR SOUL2GO:

Signature:
Print Name: Lillian Travis
Title: Caterer
Date: 04/14/2026

FOR THE CITY OF JACKSON:

Signature:
Print Name: John Horhn, Mayor
Title: Mayor, City of Jackson
Date:

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

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

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

CATERING AGREEMENT

This Catering Contract ("Contract") is made by and between Soul2Go (the "Caterer"), located at 747 Cooper Road, Jackson, Mississippi 39212, and the City of Jackson (COJ) on behalf of the Jackson Police Training Academy, located at 3000 St. Charles Street, Jackson, Mississippi 39209. The Caterer and COJ may individually be referred to as a "Party" and collectively as the "Parties." The Agreement is binding as to the date of the last signature affixed to this Agreement.

EVENT DETAILS

Event Title: Training Academy
Location: Jackson Police Department Training Academy, 3000 St. Charles Street, Jackson, Mississippi 39209
Event Dates: April 26, 2026 through July 17, 2026
Arrival Time: Caterer will arrive 30 minutes to 1 hour prior to the scheduled start time.

ATTENDEES

The Caterer agrees to provide food services for an estimated minimum of 25 individuals for a period of 12 weeks ("Attendees"). If the number of Attendees increases, the total fee will be adjusted accordingly and reflected in a written amendment to this Agreement.

MENU

The menu has been agreed upon by both Parties. Any changes must be communicated to and approved by the COJ prior to service.

FOOD SERVICES

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CALCULATION OF FEES

Flat Fee not to exceed $45,000 for 25 guests for the 12-week service period (April 29, 2026 through July 17, 2026).

TERMS OF PAYMENT

A. Soul2Go will be compensated for work performed pursuant to this Agreement at a total contract amount not to exceed Forty-Five Thousand Dollars ($45,000.00). COJ will be invoiced on a monthly basis for services provided.

B. Payment of invoices will be due forty-five (45) days from the date of the invoice. Soul2Go will not exceed $45,000.00 in fees for services without separate written Agreement of the parties.

BREACH

In the event the party materially breaches the contract, the non-breaching party may terminate the contract upon thirty (30) days written notice to the breaching party. Such termination shall not prejudice the City's right to pursue any and all other legal or equitable remedies available to it. In the event of breach:

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.

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Any references to the City waiving any cause of action it may have against the Caterer or any other party as a result of the Caterer's breach of the contract, or the Caterer's own negligence or willful misconduct or the negligence or willful misconduct of the Caterer's employees or agents are deleted. Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 07, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

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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).

ATTORNEY'S FEES

If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation if determined by a court of competent jurisdiction.

MISCELLANEOUS TERMS

The Caterer shall operate as an independent contractor and provide all tools and equipment necessary to complete services. Any additional services must be requested in writing and may result in additional charges.

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. The United Nations Convention for the International Sale of Goods does not apply to this

Agreement. 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.

ENTIRE AGREEMENT

These Terms and Conditions embody the entire agreement and understanding of the parties hereto with respect to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, 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.

INSURANCE

The Vendor shall, at its own expense, maintain throughout the term of this Agreement: Commercial General Liability, Workers' Compensation, and Automobile Liability insurance in accordance with applicable law and in amounts consistent with, and not less than, the standard coverage limits customarily maintained by similarly situated businesses in the State of Mississippi. Such insurance shall be written by insurers licensed to do business in Mississippi and having an A.M. Best rating of A- or better. Upon reasonable request, the Party shall provide certificates of insurance evidencing the required coverage and limits. Vendor shall provide prior written notice of any cancellation, non-renewal, or material reduction in coverage.

E-VERIFY

The Parties represent and warrant that each will ensure its compliance with the Mississippi Employment Protection and will register and participate in the status verification system for all newly hired employees.

The term "employee" as used herein means any person who is hired to perform work within the State of Mississippi.

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 Parties agree to maintain records of such compliance and, upon request of the State of Mississippi, to provide a copy of each such verification to the State of Mississippi. The Parties further represent and warrant that any of its employees assigned by such Party to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

The Parties understand and agree that any breach of these warranties may subject the Parties to the following:

A. 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,

B. The loss of any license, permit, certificate or other document granted to such Party by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

C. Both.

FORCE MAJEURE

A. 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.

B. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

NON-APPROPRIATION

Notwithstanding any other provision of this Agreement, all obligations of the COJ 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, COJ 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 COJ 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 COJ for the payments or performance due under this Agreement, COJ shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to COJ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. COJ shall have

the sole right to determine whether funds are available for the payments or performance due under this Agreement.

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.

STATUTE OF LIMITATIONS

Article 4, Section 104 of the Mississippi Constitution prohibits statutes of limitation from running against a municipal corporation.

TERMINATION FOR CONVENIENCE

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

AMENDMENT

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.

AUTHORITY

Each party represents that it (a) has the power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and (b) has taken all necessary action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of such party and constitutes a legal, valid and binding obligation of such party and is enforceable against it in accordance with its terms subject to the effects of bankruptcy, insolvency, or other laws of general application affecting the enforcement of creditor rights and judicial principles affecting the availability of specific performance and general principles of equity, whether enforceability is considered a proceeding at law or equity.

EXECUTION

The Parties confirm that the individuals signing this Contract are authorized to enter into this agreement.

FOR SOUL2GO: **FOR THE CITY OF JACKSON:**

Signature: _____
Print Name: Lillian Travis
Title: Caterer
Date: 04-14-2026

Signature: _____
Print Name: John Hohrn, Mayor
Title: Mayor, City of Jackson
Date: 4/22/2026

20

ORDER RATIFYING THE FIRE DEPARTMENT'S SUBMISSION OF A FEMA FY 2027 GRANT APPLICATION, REQUESTING $1,622,295.50, AND IF AWARDED, AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS.

WHEREAS, the City of Jackson Fire Department (JFD) has applied for FEMA's Assistance to Firefighters Grant (AFG); and

WHEREAS, under AFG grants, fire departments and eligible groups can get funding to improve firefighter and public safety, support fire prevention and safety research, and maintain or increase trained "front line" firefighters; and

WHEREAS, the application period opened on May 19 and closed on June 22, and the Jackson Fire Department submitted the attached documents outlined in Exhibit A to the Order, which is incorporated herein by reference; and

WHEREAS, the Jackson Fire Department submitted a grant application to modernize its communication infrastructure by providing a dedicated portable radio for every riding position across the fleet; and

WHEREAS, if awarded, JFD will utilize the funds for a project to purchase at least three hundred portable radios. The portable radios will be issued to each member of the Jackson Fire Department. The portable radios will allow each member to have a radio on the fire ground scene; and

WHEREAS, the necessary local match for this application will be allocated within the City of Jackson and Jackson Fire Department's Fiscal Year 27 operating budget, pending award notification; and

WHEREAS, it is in the best interests of the City of Jackson that the governing authority ratifies the Fire Department's submission of a grant application to FEMA, as outlined above, and that the Mayor be authorized to execute any and all documents necessary to effectuate the receipt and use of the grant funds.

IT IS HEREBY ORDERED that the Fire Department's submission of a grant application to FEMA for the Assistance to Firefighters Grant is hereby ratified and applied for, and the Jackson Fire Department is authorized to accept said grant award and to make purchases in accordance with state and the City's purchasing and procurement regulations, if awarded.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any and all documents needed to effectuate the receipt and use of this grant money.

Agenda Item # 20
July 14, 2026
(Thomas, 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 RATIFYING THE FIRE DEPARTMENT'S SUBMISSION OF A FEMA GRANT FY 2027 GRANT APPLICATION, REQUESTING $1.622,295.50 AND IF AWARDED, AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*

4/24/26

Date

Exhibit A

AFG Operations/Vehicle Grant Program

Information and Items Need from your Fire Department

Items Needed:

1. Copy of your FD Budget for the following years:
   FY 23/24
   FY 24/25
   FY 25/26
2. Provide a copy of or website link to your County or City's budget for:
   FY 24/25
   FY 25/26
3. Provide a quote from the vendor you anticipate you will be using for the project.

Financial Questions:

1. **As a Fire Department, what are your main budget constraints? (Discuss your financial issues)**
   The main budget constraint's for the City of Jackson Fire Department stem from a combination of declining municipal tax base and the rising operational costs of maintaining a modern emergency response force. As revenue leaves the City, the department faces significant hurdles in replacing aging frontline apparatus and specialized equipment, often forcing an increased reliance on competitive federal and private grants to fund essential tools like stabilization struts and battery powered extrication equipment. Furthermore, limited funding complicates the ability to maintain minimum staffing levels across all twenty one of our fire stations, frequently resulting in high overtime expenditures and deferred maintenance on aging stations. These financial pressures necessitate a rigorous prioritization of resources, where the department must balance the high cost of specialized technical rescue training and professional certifications against the immediate need for basic fleet reliability and infrastructure repairs.

2. **What are some of your Fire Department's current projects?**

   The City of Jackson Fire Department is currently engaged in a comprehensive modernization effort that addresses both critical infrastructure and the reliability of its frontline fleet. A primary focus is the multi-million dollar procurement process to spec out several new pieces of apparatus, including one platform ladder truck, three engines, and a heavy rescue unit, all aimed at replacing aging equipment and ensuring high-performance response capabilities. Alongside these vehicle acquisitions, the department is prioritizing the welfare of its personnel its personnel through a systematic facility remodeling program. This project involves replacing roofs on several fire stations to ensure structural integrity and installing brand-new AC units in fire stations that require them, creating a more sustainable and functional living environment for firefighters during their shift.

3. **What are some of your Fire Department's future projects?**

   The City of Jackson Fire Department future projects are centered on a comprehensive strategy to enhance operational readiness and personnel welfare through both human physical capital

investments. A top priority is the recruitment and hiring of additional personnel to ensure optimal staffing levels, which is critical for maintaining safety standards and reducing the reliance on overtime. Also, this workforce expansion, the department is committed to a sustained facility modernization program, continuing to renovate fire stations. Furthermore, the department is prioritizing the acquisition of advanced fire equipment and specialized education resources, ensuring that crews are not only equipped with the latest life-saving tools but also have access to the materials necessary to maintain peak professional proficiency in modern fire and rescue tactics.

4. **Will your County/City be annexing any more land in the future?**

   I do not believe the City of Jackson will be annexing land anytime soon.

5. **Will your department be hiring any firefighters in the next 5 years?**

   Yes, the City of Jackson Fire Department will be actively hiring firefighters over the next five years as part of a critical effort to address current staffing shortages and improve our public safety ratings.

6. **What is the AFG Project your department wishes to apply for in the FY 2022 AFG Programs?**

   The City of Jackson Fire Department is seeking grant funding to modernize its communication infrastructure by providing a dedicated portable radio for every riding position across the fleet. Currently, the lack of individual radio assignments creates a critical safety gap, as firefighters operating away from their primary unit may be unable to receive immediate evacuation orders or transmit emergency MAYDAY alerts. By ensuring that every seat on the apparatus is equipped with a high-performance, NFPA- compliant radio, and this project will establish a "one-to-one" radio-to firefighter ratio. This universal distribution is essential for maintain constant in the high-decibel, zero-visibility environment's typical of modern structure fires, directly supporting the department's commitment to aggressive fire suppression and the life safety of its personnel.

7. **Do you have any other means to finance this project?**

   No.

8. **Will your department be able to hand the cost share of 5% or 10% (based on population size)?**

   Yes, I department will be able to handle the cost of 5% or 10%.

9. **Do you have other funding sources besides your budget, such as other grants, loans, etc.?**

   No, our department does not currently have any other funding sources, such as loans, external capital funds, or alternative grants.

10. If yes, please list these funding sources:

Grant Request Questions:

1. **What is your department's mission statement?**

   The Mission of the Community Relations and Fire Safety Education is to educate all citizens and visitors of Jackson, Mississippi on saving lives and property from fires and how to prepare for natural disasters. This is accomplished by hands on training in schools, churches, neighborhood associations, civic organizations and health fairs. The program provides free hand-out informational pamphlets, free smoke alarms and other safety material for educating the public. The Fire Safety House is a tool used for training small children as well as adults on all phases of home protection and fire evacuation. The Fire Museum is used to teach people the history of the Jackson Fire Department and educate them on the advancement of the fire equipment and fire apparatuses.

2. **Are there any local statistics, incidents data, state information that will justify the need for the project you are requesting?**

   Lifesaving "Mayday" and Firefighter Accountability Data

   Fire service casualty data consistently identifies communication failure as a leading contributing factor in line-of-duty deaths (LODDs). If a firefighter becomes trapped, disoriented, or injured during a structural collapse or rapid fire progression, they have mere seconds to issue a **Mayday** distress call. Relying on shared "crew radios" or having unequipped riding positions means a firefighter separated from their officer is effectively cut off from rescue. Standardizing to a radio in every seat guarantees that any member of a 4-man or 3-man crew can instantly trigger their emergency alert button (EAB), broadcasting their exact identity to command and immediate rapid intervention teams.

   State Interoperability Mandates (MSWIN Compliance)

   The State of Mississippi relies heavily on the **MSWIN (Mississippi Wireless Information Network)** 700/800 MHz trunked system for regional emergency response. Jackson regularly engages in mutual aid and automatic aid operations with state agencies, Hinds County emergency responders, and neighboring departments. State and federal guidelines require emergency equipment to be fully interoperable during large-scale regional disasters, such as Pearl River flash flooding or severe weather outbreaks. Equipping every riding position with an MSWIN-capable, P25-compliant

portable radio ensures our department can seamlessly execute joint tactical channels without leaving individual front-line personnel digitally isolated on the scene.

3. **What are the three (3) most common risks in your department?**

1. Structural Fires in High-Risk Target Hazards & Aging Infrastructure

As a dense capital City, Jackson contains a high concentration of high-risk target hazards. These include sprawling university campuses, major medical complexes, industrial zones, and state government facilities, alongside a substantial inventory of older commercial and residential structures. Aging building stock often lacks modern fire-suppression systems, leading to rapid progression and high-stress structural collapse risks. Compounding this challenge, regional water infrastructures issues can impact available fire flows and hydrant pressures, forcing the department to rely heavily on aggressive operational tactics and specialized water-supply staging during large scale commercial or multi-family structure fires.

2. Transportation-Related Hazardous Materials (Hazmat) & Technical Rescue Incidents

Jackson serves as a major transportation and logistics hub for the state of Mississippi. The intersection of major interstate corridors (I-20 and I-55_ combined with active commercial rail lines creates a constant, high-frequency risk for complex motor vehicle accidents and hazardous materials releases. A single derailment or commercial tanker wreck can instantly trigger a massive hazardous materials footprint, requiring immediate containment, mass decontamination, and advanced technical rescue capabilities like heavy vehicle extrication and stabilization.

3. Severe Weather & Flash Flooding (Natural Disasters)

Situated along the Pearl River basin, the City is highly vulnerable to severe weather anomalies, including destructive tornado outbreaks, high-wind thunderstorms, and severe flash flooding. Intense rainfall routinely overwhelms local drainage systems, trapping motorist and flooding residential areas. These events drastically surge the departments call volume, forcing crews to simultaneously mitigate widespread structural damage, downed high-voltage power lines, and fast-moving water emergencies that require specialized swift water and dive deployments.

4. **If the project is equipment, will training be needed to add to the project or will it be provided by the vendor at no cost?**

The training on the new portable radios will be provided by the vendor at no cost.

5. **What is the goal of your project?**

The City of Jackson Fire Department is seeking grant funding to modernize its communication infrastructure by providing a dedicated portable radio for every riding position across the fleet.

6. **How will this project benefit your department?**

This project will benefit the City of Jackson Fire department by equipping every riding position in the fleet with a portable radio. It will provide a critical boost to both firefighter safety and operational efficiency. By ensuring that every member has individual communication capabilities, the department can maintain 100 percent accountability during high-hazard operations, allowing for immediate transmission of MAYDAY calls or urgent evacuation orders without the delay of sharing a single device.

7. **Will this project be shared with other department through mutual aid or automatic aid?**

The Portable radios requested in this grant application are vital for enhancing our regional emergency response capabilities, specifically for mutual aid operations with surrounding and statewide jurisdictions. These radios will feature full MSWIN (Mississippi Wireless Information Network) capabilities, allowing our personnel to operate directly on the statewide 700/800 MHz trunked land mobile radio system. This integration ensures that during large-scale, multi-agency incidents, our crews will have immediate, reliable, and encrypted interoperability to communicate seamlessly with state, county, and local emergency responders from the moment they arrive on scene.

8. **Will this project have an effect on daily operations? If yes, please explain how.**

Updating and assigning a radio to every position on the City of Jackson fire apparatus will greatly improve daily operations by enhancing communication, coordination, and overall efficiency among fire personnel. Reliable radios for each position ensure that firefighters can quickly receive and relay important information during emergencies, reducing delays and confusion on the scene. This improvement will also increase safety by allowing constant communication between crew members, dispatch, and command staff. In addition, having properly assigned radios will help streamline routine operations, improve accountability, and ensure that all personnel remain connected during both emergency responses and daily activities.

Narratives Required in the Grant

These are the narratives that are available under the AFG Operations/Vehicle grants. Use information from the questions above to present your narratives. DO NOT USE VENDOR INFORMATION FOR THE NEW TYPE OF EQUIPMENT/VEHICLE YOU ARE REQUESTING.

Please explain how your department is facing a new risk, expanding service to a new area, or experiencing an increased call volume.

Our firefighters are experiencing risk nearly every day. We respond to more than 30,000 emergency incidents annually, including structure fires, emergency medical responses, hazardous materials incidents, technical rescues, severe weather emergencies, and public service calls. We protect nearly 113 square miles. This high operational tempo places significant demands on the department's communications infrastructure, requiring reliable and interoperable radio equipment to ensure firefighter safety and effective incident management. Our members responded to nearly 321 working fires in 2025. Many of our fires are in vacant homes, which challenges our risk vs benefit decision making processes. Most of these fires start either by squatters staring fires to keep warm or failed electrical circuits. The additional risk comes from the fire being well involved before it is even noticed, longer burn times without detection leading to a weaking of the structure and a high risk of structural collapse almost instantaneous with our arrival. Delayed notification of fire in vacant structures is a huge growing risk for our community and for our firefighters. Delayed notification increases the risk of having multiple structures involved from an exposure risk. We also provide service to a large downtown area with multiple high-rises, complex business and industrial facilities, and multi-family apartments. Risk is faced every day when our men and women roll out of the station. Our community has significant levels of poverty, addiction, domestic violence, and other violent crimes. The City is also vulnerable to severe weather events, including tornadoes, flooding, and severe thunderstorms. These incidents often generate simultaneous emergency calls and require coordinated multi-unit response efforts. Reliable radio communications are essential to maintaining command and control, ensuring responder accountability, coordinating evacuations, and protecting both responders and citizens during these complex incidents. Additional risk is also experience from a nearly unmoving budget. Where our members face daily challenges, vital new safety equipment is coming on the market, but we can barely afford to keep the lights on and pay for day-to-day expenses. This limitation leaves our members and community well behind other national peers.

Critical Infrastructure

Please describe the critical infrastructure protected below.

The City of Jackson, MS protects a comprehensive network of critical infrastructure that supports public safety, transportation, health care, education, utilities, communications, commerce, and government operations throughout central Mississippi.

Transportation Infrastructure: Jackson firefighters protect Interstate 20, Interstate 55, Interstate 220, U.S. Highways 49 and 80, freight rail corridors, passenger rail service, and Jackson-Medgar Wiley Evers International Airport. Interstate 55 serves as a critical hurricane evacuation corridor for Mississippi's Gulf Coast, while Interstate 20 is a major east-west freight corridor connecting regional economic centers across the southeastern United States. Traffic volume on I-20 exceed 70,000 to 100,000 vehicles per day, with commercial trucks often accounting for 15 to 25% of total traffic, resulting in an estimated 10,000 to 20,000 freight vehicles daily along key segments. These transportation systems support daily commerce, passenger travel, hazardous materials transportation, and emergency operations.

Healthcare Infrastructure: Jackson is home to the University of Mississippi Medical Center (UMMC), Mississippi's only academic medical center and Level I Trauma Center, along with numerous hospitals, medical facilities, and long-term care centers.

Education Infrastructure: The City also protects major educational institutions including Jackson State University, Millsaps College, Belhaven University, and public and private K-12 schools.

Utility and Communications Infrastructure: Critical utility systems include the O.B. Curtis and J.H. Fewell Water Treatment Plants, the Savanna Street Wastewater Treatment Plant, electrical substations, transmission corridors, fuel distribution facilities, and natural gas pipelines. Jackson's water system serves more than 71,000 connections across approximately 150 square miles. These facilities provide potable water, fire suppression capability, sanitation services, and environmental protection for our residents and businesses. The City's electrical transmission and distribution system includes a network of substations, transmission lines, and distribution infrastructure serving residential, commercial, industrial, and governmental customers. Jackson also protects public safety communications systems, emergency dispatch facilities, cellular networks, and data transmission infrastructure essential to emergency response and daily operations.

Government Infrastructure: Government facilities, including the Mississippi State Capitol Complex and associated state agency headquarters, serve as the center of state governance and emergency decision-making. Protection of these facilities ensures continuity of government operations and coordinated statewide response and recovery activities.

These critical infrastructure assets support the safety, economic vitality, public health, and continuity of government services for more than 150,000 residents and countless visitors.

Financial Need

Applicants should describe their financial need and how consistent it is with the intent of the AFG Program. This statement should Include details describing your organization's financial distress including summarizing budget constraints, unsuccessful attempts to secure other funding for the type of equipment/vehicles you are requesting outside of this funding, and proving the financial distress is out of your control. Note: Discuss issues with your City/county and your department. Be specific and use dollar amounts for clarity.

- *Applicants should provide a comprehensive overview of their organizations budget, including but not limited to describing sources of revenue/funding and expenses.*
- *Does the applicant clearly describe their financial distress?*
- *Does the applicant explain why they don't have the means to procure vehicles?*
- *Does the applicant include evidence of sacrifice due to budget constraints?*

Excellent Score: The applicant's financial difficulties are clearly identified, contributing to the inability to purchase new vehicles. The applicant provides strong evidence showing the distress is beyond their control and federal intervention is necessary.

The City of Jackson, MS is experiencing significant financial challenges that have limited the JFDs ability to replace critical firefighter safety equipment. The City's total operating budget is $330 million; however, only about $135 million is available through the General Fund to support municipal services including police, fire, public works, and administration. General Fund revenues are derived from property taxes (50%), sales taxes and state-shared revenues (22 to 26%,) licenses, permits, and fees (6 to 9%), Municipal court fines & assessments (2 to 4%), Charges for Services (3 to 6%), and other revenues sources (7 to 11%).

Already in, City revenues are falling below projections as actual revenue collections failed to meet expectations used during budget development. Current estimates project a budget shortfall approaching $23 million.

Jackson's population declined from 173,514 residents in 2010 to currently at 141,196, representing a loss of more than 32,000. As population declines, the tax base that supports municipal services continues to shrink while the demand for emergency services remains high.

The total FY26 budget for JFD is $24,883,579: Salaries & Benefits, $23,156,788 (93.1%); Maintenance of Apparatus, $592,236 (2.4%); Utilities & Facilities, $529,363 (2.1%); Equipment & Repair, $179,033 (.7%); Supplies, $146,307 (.6%); Administrative Costs, $89,852 (.4%); and Capital Outlay, $190,000 (.8%). The Capital Outlay includes a lawn mower ($10,000) and District Chief vehicles. ($180,000). Personnel costs account for 93.1% of the department's total budget. The requested portable radio project is $1,483,548.51, which represents 5.9% of JFD's entire operating budget.

JFD has operated with the same budget for the past 3 years despite rising costs for equipment, maintenance, fuel, utilities, and employee benefits. There is just no wiggle room for anything, including firefighter raises. The result has been a series of difficult decisions and operational sacrifices. In July 2025, command staff voluntarily surrendered their structural firefighting turnout gear so newly hired

firefighters could be equipped with compliant protective clothing. The command staff is still without gear to date.

JFD's aging apparatus creates additional financial strain. Vehicle Shop personnel are on call 24 hours a day and frequently respond directly to emergency scenes to perform repairs and return apparatus to service. In one instance, maintenance personnel obtained replacement parts from another apparatus in the salvage yard and completed drive shaft repairs at the scene rather than pay towing expenses and overtime costs. And the hits keep coming - In early 2026 a wind-driven apartment fire destroyed a ladder truck, and since we are self-insured, a new one ($1.5 million) must now be financed, creating an additional long-term obligation.

The City is also facing major infrastructure and pension-related financial challenges. Jackson's water system required federal intervention following decades of deferred maintenance. Public estimates indicate that approximately $600 million has already been invested, while long-term needs may exceed $2 billion. In addition, increasing contribution requirements associated with the Mississippi Public Employees' Retirement System (PERS) are expected to increase City retirement costs by more than $6.5 million over the next several years.

The department has no dedicated communications replacement funds, no reserve account capable of supporting this radio. There are no local, state, or federal funding sources available for such a large project. Federal assistance is essential to provide the communication equipment necessary to safely protect firefighters and the citizens of Mississippi's capital City.

Organization Served (This section is not scored)

Please describe your organization and/or community that you serve.

- *In your own words, describe your City/county/community and discuss information of the organization.*
- *What are your special needs required to serve the community?*
- *Describe any special hazards to your community. What are the demands of your organization based on the needs of the community?*

Jackson, Mississippi, chartered in 1821 and named after General Andrew Jackson is the state capitol and largest City in Mississippi. Located in the central portion of the state along the Interstate-20 and Interstate-55 corridors, the City serves as Mississippi's governmental, medical, and economic hub, resulting in a diverse population and a substantial workforce employed in government, healthcare, education, and professional services.

The City encompasses 112 square miles and a population of 141,196 residents. Jackson is surrounded by several growing suburban communities, including Brandon, Gluckstadt, Canton, Ridgeland, Flowood, Clinton, Byram, and Richland. As part of Jackson metropolitan area, the City attracts thousands of daily dignitaries, visitors, commuters, patients, students, and government employees.

Jackson experiences a humid subtropical climate characterized by hot, muggy summers and short, mild winters. Annual temperatures typically range from 37°F to an average high of 92°F, with high humidity levels frequently producing heat index values significantly above the actual temperature.

The climate features hot, humid summers and mild winters, allowing for year-round outdoor activities. Like many older urban centers, Jackson faces challenges related to aging infrastructure, crime in certain areas, economic disparities, and population shifts to surrounding suburbs. The poverty rate is 27.9%, or 39,300 people, which is significantly higher than the state average (17.8%) and the U.S. benchmark (12.5%).

Like many older urban centers, Jackson faces challenges associated with aging infrastructure, high crime in certain areas, economic disparities, and population shifts to surrounding suburbs. The poverty rate is 27.9%, representing approximately 39,300 resident, significantly exceeding both the Mississippi average of 17.8% and the national average of 12.5%. The median household income is $42,071, while the median home value is $111,700, approximately 65% below the national average. Despite ongoing investments in downtown redevelopment, public safety, infrastructure improvements, and neighborhood revitalization, many residents continue to face significant economic challenges. The unemployment rate is 2.9%.

Founded on July 7, 1904, Jackson Fire Department (JFD) is the largest municipal fire department in Mississippi, with over 400 members serving the community. Minimum daily staffing is 89 personnel per shift. JFD operates 21 fire stations and responding with 16 engines, 7 aerial/ladder trucks, 6 heavy rescue pumpers, and 3 district chiefs. As the fire department for Mississippi's capital City, JFD protects state government facilities, major healthcare institutions, critical infrastructure, transportation corridors, and densely populated urban neighborhoods.

JFD is the busiest fire department in Mississippi, responding to about 30,000 incidents annually involving fire suppression, rescue, emergency medical response, hazardous materials incidents, and special operations. The department maintains specialized divisions including Administration, Training, Fire Marshal, Fire Safety Education, Internal Affairs, and the Vehicle Shop. These divisions support training, fire investigations, prevention, public education, recruitment, fleet maintenance, and firefighter safety.

All divisions provide 24-hour on-call support for fire investigations, safety officer assignments, and apparatus breakdowns. Due to the age of the fleet and high call volume, Vehicle Shop personnel frequently respond directly to emergency scenes to repair apparatus and return them to service. To maintain operational readiness, JFD maintains 4 reserve engines and a reserve ladder truck for frontline replacement.

Recently, IAFF Local 87 secured its first formal collective bargaining agreement in decades, strengthening labor-management relations and supporting ongoing efforts to improve staffing, retention, and firefighter working conditions.

Project Description & Budget: *This statement should clearly discuss the risk assessment first, using only local statistics to justify the need for a new project (maintenance costs, age of equipment/vehicle, problems during fire ground operations, etc.) Be very detailed but straight to the point (do not use emotions). Choose only HIGH-PRIORITY projects.*

Once you have set up the problem with the current equipment, clearly explain the organization's new project's goals and objectives and the relationship to your organization's budget (e.g., personnel, equipment, contracts, etc.).. Describe the various activities to be implemented, including program priorities or facility modifications, to include details on how these are consistent with project objectives, your organization's mission and national, state, and/or local requirements. Provide details that link the proposed expenses to improving firefighter safety and operations. Explain how the new equipment/vehicle will improve what you currently have in place and make sure you state the equipment/vehicle will bring your organization into NFPA compliance.

- *Does the applicant demonstrate they understand the stated program priorities?*
- *Does the applicant produce evidence to support its requested needs?*
- *Does the applicant describe its budget in detail?*
- *Does the applicant clearly explain the specifics of the vehicle being purchased?*
- *Does the applicant show evidence that they have conducted good market research, e.g., bids, and specs ready to go?*
- *Do you have this equipment or is it a new mission?*
- *What are the three most common risks in your department?*
- *Can you complete this project during the one-year period of performance?*
- *Is the current equipment/vehicle damaged or out of service? If so, why.*
- *PLEASE PROVIDE AN INVENTORY FOR THE CURRENT EQUIPMENT NEEDED (SCBA, PORTABLE RADIOS, PPE TURNOUT GEAR) IN THE EXCEL SPREADSHEET PROVIDED.*

Excellent: The applicant clearly identified the department's mission and the requested vehicle's capability to complement the mission. The budget is articulated well and not excessive to the needs of the applicant. The project(s) are clearly and coherently aligned with a High-priority AFG Program priorities.

JFD assessed its portable radio inventory as part of an overall review of equipment needs. Portable radios were identified as the highest-priority equipment need affecting firefighter safety, accountability, and emergency communications.

JFD currently maintains 177 Motorola APX6000 and APX6000XE portable radios purchased in 2015. Although P25 compliant, these radios have exceeded 11 years front-line service. During 2025, JFD responded to 12,813 incidents, including 917 structure fires. Daily exposure in heat, smoke, water, and hazardous environments has reduced radio reliability.

Of the 177 radios, 26 are damaged beyond repair and have been removed from service. Failures have resulted from heat exposure, impact damage, and moisture intrusion into deteriorated housings. As a result, JFD no longer has enough operational radios to equip every firefighter assigned to emergency incidents.

Radio accessory failures have become a significant operational concern. Nearly 85 percent of speaker microphones have been replaced due to thermal damage and exposed wiring. Audio quality has deteriorated to the point that firefighters frequently struggle to hear radio traffic during emergency operations. During a recent commercial structure fire, interior crews were required to exit the building multiple times because critical radio communications could not be understood.

The department's station alerting system has also been inoperable for approximately 3 years and is not expected to be replaced until January 2027. Until then, firefighters rely on portable radios for dispatches. Continuous use has accelerated battery failure, requiring replacement of 40 batteries at a cost of approximately $7,500 during the past year.

JFD once maintained enough radios for every riding position, command officer, and support staff member. Today, the shortage is so severe that the department has borrowed ten radios from Hinds County to support operations. These units lack the capabilities needed for front-line firefighting.

The current radios have reached end of their service life. They are no longer covered by warranty, cannot receive software upgrades, and replacement parts are increasingly difficult to obtain. Technicians have resorted to purchasing parts through secondary sources to keep radios operational.

JFDs most common risks are structure fires, vehicle fires, and motor vehicle accidents. Each requires reliable communications to coordinate fire attack, rescue operations, accountability, resource requests, and firefighter safety functions.

JFD is requesting 177 P25 SAFECOM-compliant portable radios equipped with full Mississippi Wireless Information Network (MSWIN) capabilities. The radios will provide reliable interoperability with local, county, state, and federal agencies operating on the statewide 700/800 MHz system. The project will ensure every riding position, command officer, and reserve apparatus assignment has a properly programmed radio capable of supporting emergency operations and personnel accountability.

The proposed radios include P25 trunking, SmartZone operations, ruggedized waterproof construction, software licensing, programming, chargers, speaker microphones, batteries, and accessories. The total unit cost is $8,381.63, for a total project cost of $1,483,548.51 (Federal Share: $1,348,680.46; Local Share: $134,868.05). JFD has developed specifications and evaluated options with qualified vendors. We can complete this project within the one-year performance period.

This project will replace JFD's aging and failing radio inventory with communications equipment that meets current P25 SAFECOM interoperability requirements. Reliable communications are fundamental to firefighter safety, accountability, and emergency operations. Replacing these radios will ensure firefighters can communicate clearly, coordinate resources, and operate safely during emergency incidents while strengthening interoperability throughout Mississippi.

Cost Benefit: *Describe how you plan to address the operations and personal safety needs of your organization, including cost effectiveness and sharing assets. The Operations and Safety Cost Benefit statement should also include details about gaining the maximum benefits from grant funding by citing reasonable or required costs, such as specific overhead and administrative costs. The request should also be consistent with your organization's mission and identify how funding will benefit your organization and affected personnel. Make sure you make one calculations in cost benefit to compare the cost of the project to the population of the City/county.*

- *What is the department's mission statement. Is the request consistent with your mission?*
- *Would you share the asset through mutual aid with neighboring jurisdictions?*
- *What is the benefit to your department if the grant is awarded?*
- *How will you address the operations and personal safety needs of your organization, including cost effectiveness and sharing assets?*
- *Include details about gaining the maximum benefits by citing required costs.*
- *Will the requested items lower or increase your department's operating costs?*

Excellent Score: The applicant clearly identifies and fully articulates the proposed achievements, which are consistent with the applicant's mission. The project's goals benefit the organization and affected personnel and are very advantageous when compared to the costs.

Jackson Fire Department's mission is to protect life and property through professional fire suppression, rescue, hazardous materials response, emergency medical services, fire prevention, and emergency preparedness. The requested portable radio project directly supports that mission by ensuring firefighters have reliable communications during every emergency response.

The replacement of 177 portable radios will cost $1,483,548.51, represents 5.9% of the Jackson Fire Department's FY26 operating budget. This level of expenditure cannot be absorbed through normal operating funds without affecting other critical services.

Based on Jackson's population of 141,196 residents, the total project cost equates to approximately $10.51 per resident. Assuming a conservative 10-year service life, the annual cost is approximately $1.05 per resident per year. The cost to the community is minimal when compared to the firefighter safety and operational benefits provided.

The project will provide 177 portable radios, speaker microphones, spare batteries, charging stations, programming services, and accessories necessary to support daily emergency operations. JFD's accountability system assigns portable radios to specific riding positions and apparatus. Five reserve-ready apparatus must also be equipped with assigned radios because the radio identification is tied to the apparatus and riding position. When reserve apparatus are placed into service, the assigned radios move with the vehicle, ensuring seamless personnel accountability, unit identification, and emergency communications during incidents.

The financial benefits extend beyond the initial purchase. During recent years, JFD has spent considerable time and resources attempting to keep obsolete radios operational. Many units are no longer supported by the manufacturer, forcing technicians to locate aftermarket replacement parts and salvage components from failed radios. Twenty-six radios are currently beyond repair. Replacement

batteries, speaker microphones, antennas, and repair labor continue to consume funds that could otherwise support operations and training.

By replacing the aging radio inventory, JFD will reduce repair expenses, eliminate the need to cannibalize equipment, and establish a reliable communications platform supported by manufacturer warranty and service programs.

This project will also provide substantial regional benefits. Jackson routinely responds with neighboring fire departments, law enforcement agencies, emergency medical providers, state agencies, emergency management organizations, and federal partners during major incidents. The requested radios will provide full Mississippi Wireless Information Network (MSWIN) interoperability, allowing responders from multiple agencies to communicate on a common platform during large-scale emergencies, severe weather events, hazardous materials incidents, and major structure fires. The radios will support both local and regional emergency response operations and will be utilized during mutual aid incidents throughout the area.

JFD has carefully evaluated procurement options to ensure responsible stewardship of federal funds. Pricing was obtained through established government purchasing contracts and discussions with qualified vendors to ensure competitive pricing and compliance with procurement requirements. Department personnel will manage implementation, deployment, and training without requesting additional grant funding. One hundred percent of requested funds will be used directly for communications equipment and project implementation.

The benefit of this project extends beyond the purchase of portable radios. Reliable communications improve firefighter safety, strengthen accountability, enhance interoperability, reduce maintenance expenses, improve operational effectiveness, and increase protection of life and property for more than 141,000 residents and countless visitors.

Statement of Effect on Operations: *Explain how this funding request will enhance the organization's overall effectiveness. Describe how the grant award will improve daily operations and reduce the organization's risk(s) including how frequently the requested item(s) will be used and in what capaCity. Indicate how the requested items(s) will help the community and increase the organization's ability to save additional lives and property. Jurisdictions that demonstrate their commitment and proactive posture to reduce fire risk, by explaining their code enforcement (to include Wildland Urban Interface code enforcement) and mitigation strategies (including whether or not the jurisdiction has FEMA-approved mitigation strategy) may receive stronger consideration under criterion.*

- *What effect will your request, if funded, have an impact on the overall effectiveness, daily operations, and the reduction of common risks?*
- *How frequently will the items be used and in what capaCity?*
- *What impact will this project have on your community and the saving of lives and property?*

Excellent Score: The applicant clearly demonstrates the items requested are necessary for daily use, contribute to protecting lives and property, and support the organization's mission. It is apparent the items will be used frequently, and the outcomes of the program are clearly evident.

The portable radios will impact every aspect of Jackson Fire Department's daily operations. Firefighter rely on portable radios during every emergency response to communicate information that directly affects life safety and incident outcomes. During each response, firefighters depend on reliable communications to receive assignments, report conditions, maintain accountability, and coordinate operations. When communications fail, firefighter safety and operational effectiveness suffer immediately.

JFDs current radios are experiencing increasing failures, including poor audio quality, failed transmissions, damaged microphones, degraded batteries, and broken controls. During recent working fires, crews operating inside IDLH environments were unable to consistently communicate with command. In several cases, firefighters were required to exit structures to relay information face-to-face because radio communications could not be understood. Every time this occurs, operational efficiency decreases and firefighter risk increases.

The requested radios are vital for enhancing regional emergency response capabilities and mutual aid operations with surrounding jurisdictions and state agencies. Equipped with full Mississippi Wireless Information Network (MSWIN) capabilities, firefighters will be able to communicate directly with local, county, state, and federal responders operating on the statewide radio system.

The new radios are designed for the demanding conditions firefighters face every day. The requested radios provide improved audio quality, enhanced noise suppression, greater durability, and dependable communications in the challenging environments where firefighters work.

The new radios are also designed to withstand the heat, water, impacts, and harsh conditions commonly encountered during emergency operations. These improvements directly address many of the failures

experienced with the department's current radio inventory, including moisture intrusion, damaged controls, failed microphones, and radios that have become inoperable after years of front-line use.

Clear communications are essential when crews are conducting interior fire attacks, primary searches, ventilation operations, rapid intervention assignments, and mayday situations. Improved audio quality and noise-canceling technology will reduce missed transmissions and communication delays during critical operations.

The project will strengthen firefighter accountability, incident command effectiveness, emergency evacuation procedures, mayday communications, rapid intervention operations, and coordination among multiple companies operating at emergency scenes. If a firefighter becomes lost, trapped, or injured, the radios provide additional tools that can help rescuers locate them more quickly.

The benefits extend beyond structure fires. In 2025, JFD managed an 8-acre tire fire near Byram that burned for nearly 3 weeks. Incidents of this size require reliable communications to coordinate operations among multiple agencies throughout extended emergency events.

The radios will also be used during severe weather responses, hazardous materials incidents, technical rescues, mass casualty events, and daily mutual aid operations where coordination among multiple agencies is essential.

We know we will see immediate measurable improvements in firefighter accountability, interoperability, command and control, radio reliability, and operational readiness. Equipment downtime and maintenance demands will decrease, allowing personnel to spend less time repairing obsolete equipment and more time focused on emergency preparedness and response.

With this AFG funding, fire personnel will provide a modern communications platform that will be used every day, on every shift, and at every incident for the next decade.

Jackson supports community risk reduction through enforcement of the 2018 International Codes and participation in the District 5 Regional Hazard Mitigation Plan.

Name of Fire Department	City of Jackson Fire Department								
Address	555 S. west Street								
City, State, Zip	Jackson, Mississippi 39201								
UEI Number:	GNNPTMPBYM8								
DUNS #:									
EIN#									
Organization Legal Name	Jackson Fire Department								
Organization (doing business as)									
Fire Chief's Name:	RaSean Thomas								
Fire Chief's Phone #:	601-540-2831								
Point of Contact Name:	Steven Wood								
Point of Contact Phone #:	601-316-7844								
Delliquent on any federal debt?									
Applicant Name	Jackson Fire Department								
Main Address:									
City State Zip Code and Extension									
County or Parish									
FIRE DEPARTMENT									
APPLICANT CHARACTERISTICS									
Applicant Type:	Fire Department/Fire District								
Is this grant application a regional request?	NO								
What kind of organization do you represent? *Career, Combination (Majority Career), Combination (Majority Volunteer), or Volunteer*	Career								
Does your department identify as a paid-on-call/stipend department	No								
What is the percentage of career members in your organization?	100%								
How many active firefighters does your department have who perform firefighting duties?	259		89 per shift minimum staffing, 105 fully staffed						
How many active firefighters are trained to the level of Firefighter I or equivalent?	13								
How many of your active firefighters are trainded to the level of Firefighter II or equivalent?	246								
Are you requesting training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001? Yes or No	No								
Which of the following standards does your organization meet regarding physicals? (Pick one) *Meets NFPA or 1582 standard, Meets NTSB or DOT Standard, or Meets State/Local Standard*	Meets State/ local standard								
How many members in your department are trained to the level of EMR or EMT, Advanced EMT or Paramedic?	Our department currently has 65 EMT's,2 AEMT's,4 Paramedics								
Does Your department have a Community Paramedic program?	No								
How many stations are operated by your department?	21								
Do you currently report to the National Fire Incident Reporting System? (You will be required to report to NFIRS dor the entire period of the grant.) *Yes or No*	Yes								
Please enter your FDIN/FDID #	9965								

What percentage of the declared operating budget is dedicated to personnel costs (salary benefits, overtime costs,etc.)?	
Does your department have any rainy day reserves, emgency funds, or capital outlay?	No
What is the total amount currently set aside?	None
Describe the planned purpose of this fund	None

OPERATING BUDGET	
Current Fiscal Year	**FY 26**
Fiscal Year 2025/2026	24,980,000
Fiscal Year 2024/2025	24,350,133
Fiscal Year 2023/2024	24,250,475

In cases of demonstrated economic hardship, and upon the request of the grant appliciant, the FEMA Administrator may grant an Economic Hardship Waiver. Is it your organization intent to apply for an Economic Hardship Waiver?

	FY2023	FY2024	FY2025
What percentage of your declared operating budget is derived from the following?			
Taxes	100	100	100
Bond Issues	0	0	0
EMS Billing	0	0	0
Grants	0	0	0
Donations	0	0	0
Fund Drives	0	0	0
Fees for Service	0	0	0
Other	0	0	0
Total	100%	100%	100%

0

Please explain the "Other" portion of the declared budget.

OTHER FUNDING SOURCES	Discussion
This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which your are applying for this grant?	No

This fiscal year, are your receiving Federal funding from any other grant program regardless of purpose?	No							
APPLICATION & COMMUNITY TRENDS								
Please answer the following based on NFIRS data from your reporting system								
INJURIES & FATALITIES	**2023**	**2024**	**2025**					
What is the total number of **fire-related civilian fatalities** in your jurisdiction?	7	6	5					
What is the total number of **fire-related civilian injuries** in your jurisdiction?	5	2	8					
What is the total number of **line of duty members fatalities** in your jurisdiction?	0	0	0					
What is the total number of **line of duty member injuries** in your jurisdiction?	0	0	0					
What is the total number of members with self-inflicted **fatalities** over the last three years?	0	0	0					
VEHICLE INVENTORY								
How many vehicles does your organization have in each of the type or class of vehicle listed below? (You must list vehicles that are leased or on long-term loan as well as any vehicles that have been ordered other currently under contract for purchase or lease by your organization but not yet in your posssession.)								
TYPE OR CLASS OF VEHICLES	**# of Front Line Apparatus**	**# of Reserve Apparatus**	**# of Seated Positions**		Seated Positions			
Engines or pumpers (pumping capacity of 750 gallons per minute {GPM} or greater and water capacity of 300 gallons or more): pumper, pumber/tanker, rescue/pumper, foam pumper, CAFS pumper, Type I, Type II engine urban interface	16	0	64					
Ambulances for transport and/or ememrgency response	0	0	0					
Tankers or tenders (water capacity of 1,000 gallons or more)	0	0	0					
Aerial apparatus, aerial ladder truck, telescoping, articulating, ladder towers, platform, tiller ladder truck, quint	7	0	28					
Brush/quick attack (pumping capacity of less than 750 GPM and water carrying capacity of at least 300 gallons): brush truck, patrol unit (pickup w/ skid unit), quick attack unit, mini-pumper, type II engine, Type IV engine, Type V Engine, Type VI engine, Type VII Engine)	0	0	0					
Rescue vehicles: rescue squad, rescue (light, medium, heavy), technical rescue vehicle, hazardous materials unit)	6	0	24					
Additional vehicles: EMS chase vehicle, air/light unit, rehab units, bomb unit, technical support (command, operational support/supply), hose tender, salvage truck, ARFF (aircraft rescue firsefighting), command/mobile communications vehicle # of Reserve Apparatus?	55	0	61	See Truck Data for Details				

Total vehicles	
How many ALS Response vehicles are in your fleet?	0
Is your department facing a new risk, expanding service to a new area, or experiencing an increased call volume?	Yes

Community Description:

Please provide the following additional informaiton about the community your organization serves:

FY 2020 demographics for determining urban, suburban, or rural include:

Communities	Urban	Suburban	Rural
Population of primary first due response area	>3,000 sq. mi. or 50,000 + population	1,000-2,999/sq. mi or 25,000-50,000 population	0-999/sq. mi. or <25,000 population
Water Supply (percentage of primary first due response area covered by hydrant service)	75-100% hydrants (municipal water)	50-74% hydrants	<50% hydrant
Land Use within primary first due response area	<25% for agriculture (based on zoning) industrial and commercial combined >50%	25-49% used for agriculture (based on zoning) industrial and commercial combined >25%-49%	50% used for agriculture (based on zoning) industrial and commercial combined <25%
Square miles within primary first due response area per station	<3 sq. mi. per station	3-9 sq. mi. per station	>10 sq. mi. per station

COMMUNITY DESCRIPTION								
Type of Jurisdiction Served? *(City, Town, County, Fire Protection District)*	City							
What type of community does your organization serve? *(See Chart Above) Urban, Suburban, or Rural*	Urban							
What is the square mileage of your **first due** response zone/jurisdication served?	111.7 square miles							
What percentage of your primary response area is protected by hydrants?	100%							
Land Use								
What percentage of your primary response area is for Agriculture, wild land, open space, or undeveloped properties?	25%							
What percentage of your primary response area is for Commercial and Industrial Purposes?	Commercial 72% Industrial 26%							
What percentage of your primary response area is for Residential Purposes?	Single family 68.1% Multi-family 33.1%							
What is the total percentage for of your primary response area?	100%							
Population								
What is the permanent resident population of your **first due response** response zone/jurisdiction served?	141,196	Down from the population estimate of 153,720 from the 2020 Census.				2010 Census of 173,514		

Do you have a seasonal increase in population?	Yes								
What is your seasonal increase in population? (# of people)	20,000	From the State Capitol being in session		Black 82%					
				White 13.4%					
CALL VOLUME				Hispanic 2.4%					
Provide the total # of incidents that your department responded to for each year of the previous three-yeor period (jan - Dec). Include only those alarms which your department was a primary responser and not second due or giving Mutual Aid.									
SUMMARY	**2023**	**2024**	**2025**						
NFIRS SERIES 100: Fire	1529	1584	1680						
NFIRS SERIES 200: Overpressure Rupture, Explosion, Overheat (No Fire)	8	19	21						
NFIRS SERIES 300: Rescue & Emergency Medical Service Incident	4654	6386	6603						
NFIRS SERIES 400: Hazardous Condition (No Fire)	391	840	921						
NFIRS SERIES 500: Service Call	500	779	682						
NFIRS SERIES 600: Good Intent Call	1009	1229	1341						
NFIRS SERIES 700: False Alarm & False Call	1141	1651	1515						
NFIRS SERIES 800: Severe Weather & Natural Disaster	1	8	5						
NFIRS SERIES 900: Special Incident Type	66	57	45						
FIRE	**2023**	**2024**	**2025**						
NFIRS SERIES 100: "Structure Fire" Code 111-123	773	872	917						
NFIRS SERIES 100: "Vehicle Fires" Code 130-138	177	169	200						
NFIRS SERIES 100: "Vegetation Fire" Code 140-143	200	129	162						
Total									
What is the total acreage of all vegetation fires?	143	10,090	100						
			12813						
RESCUE & EMERGENCY MEDICAL SERVICE INCIDENTS	**2023**	**2024**	**2025**						
NFIRS SERIES 300: "Motor Vehicle Accident" Code 322-324	1,260	1747	1887						
NFIRS SERIES 300: "Extrications from Vehicles" Code 352	25	17	29						
NFIRS SERIES 300: "Rescues" Code 300,351, 353-381	76	143	151						
How many EMS-BLS Response Calls?	446	584	582						
How many EMS-ALS Response Calls?	0	0	0						
How many EMS-BLS Scheduled Transports?	0	0	0						
How many EMS-ALS Scheduled Transports?	0	0	0						
How many Community Paramedic Response Calls?	0	0	0						
Mutual and Automatic Aid	**2023**	**2024**	**2025**						
How many times did your organization receive Mutual Aid?	74	22	13						
How many times did your organization receive Automatic Aid?	4	7	2						
How many times did your organization provide Mutual Aid?	4	1	1						

How many times did your organization provide Automatic Aid?	1	1	0					
Of the mutual and automatic aid responses how many were structure fires?	5	2	4					

FIRE DEPARTMENT FINANCIALS	FY 26	%	FY 25	%	FY 24	%	FY2022	%	Notes:
Budget Information									
Fire Administration									
Personal Services - Salaries & Benefits									In 2020:
Salaries	$ 561,744.00								
Part-time Salaries	$ 21,834.00								
Overtime	$ 500.00								
FICA Taxes	$ 34,828.00								
Group Insurance	$ 80,185.00								
Pension Contribution	$ 104,064.00								
Medicare Tax Payments	$ 8,146.00								
Supplies									
Cleaning & Sanitation Supplies	$ 2,500.00								
Fuel Usage	$ 2,500.00								
Office Supplies	$ 2,000.00								In 2021
Printing Supplies	$ 1,500.00								
Oil & Lube	$ 570.00								
Other Operating Supplies	$ 1,157.00								
Materials									
Motor Vehicle Repair Materials	$ 2,000.00								
Dues & Travel									
Dues Membership	$ 1,300.00								
Travel Expense Out of City	$ 5,981.00								
Air Travel	$ 1,500.00								
Contractural Services									
Postage	$ 900.00								
Auto License Title	$ 200.00								
Legal Ads Advertising	$ 100.00								In FY 2022
Fixed Charges									
Rental Equipment	$ 6,000.00								
Grants	$ 69.00								
			$ 944,378.00						
Emergency Services Division									
Personnel Services									
Salaries	$ 11,467,593.00								
Overtime	$ 1,000,000.00								
FICA Taxes	$ 16,958.00								
Group Insurance	$ 3,171,157.00								
Employers Pension Contribution	$ 2,494,872.00								
Medicare Tax Payments	$ 185,281.00								
Supplies									
Cleaning & Sanitation Supplies	$ 25,500.00								
Fuel Usage	$ 203,300.00								
Uniforms & Work Clothing	$ 60,000.00								
Office Supplies	$ 4,000.00								
Oil & Lube	$ 1,025.00								
Linens Towels Mattresses	$ 100.00								
Communication Supplies	$ 250.00								
Non-Capitalized Equipment	$ 7,030.00								
Other Operating Supplies	$ 16,000.00								
Materials									
Data Processing Equipment	$ 6,000.00								
Motor Vehicle Repair Materials	$ 250,000.00								
Other Repair & Maint Materials	$ 2,000.00								
Contractural Services									
Other Professional Services	$ 100,000.00								
Freight Express & Trucking	$ 250.00								
Auto License Title	$ 110.00								
Auto & Truck Garage	$ 1,000.00								
Capital Purchase									
Auto & Police Trucks	$ 180,000.00								
			$ 21,205,436.00						
Office of the Fire Marshall									
Personnel Services									
Salaries	$ 298,172.00								
Overtime	$ 3,000.00								
FICA Taxes	$ 2,026.00								
Group Insurance	$ 71,655.00								

Employers Pension Contribution	$ 56,140.00							
Medicare Tax Payments	$ 4,700.00							
Supplies								
Fuel Usage	$ 8,259.00							
Uniforms & Work Clothing	$ 1,200.00							
Office Supplies	$ 1,500.00							
Oil & Lube	$ 1,000.00							
Other Operating Supplies	$ 850.00							
Materials								
Motor Vehicle Repair Materials	$ 3,700.00							
Contractural Services								
Publications Report, etc.	$ 250.00							
Fixed Charges								
Rental of Equipment	$ 2,000.00							
			$ 459,852.00					
Fire Safety Education Program								
Personnel								
Personnel Services	$ 254,788.00							
Overtime	$ 4,000.00							
FICA Taxes	$ 1,890.00							
Group Insurance	$ 38,828.00							
Employers Pension Contribution	$ 48,835.00							
Medicare Tax Payments	$ 3,869.00							
Supplies								
Office Supplies	$ 700.00							
Other Operating Supplies	$ 3,700.00							In FY 2023
			$ 355,890.00					
Arson & Internal Affairs								
Personnel Services								
Salaries	$ 308,501.00							
Overtime	$ 13,000.00							
FICA Taxes	$ 1,852.00							
Group Insurance	$ 15,045.00							
Employers Pension Contribution	$ 57,890.00							
Medicare Tax Payments	$ 4,841.00							
Supplies								
Fuel Usage	$ 350.00							
Uniforms & Work Clothing	$ 600.00							
Office Supplies	$ 300.00							
Other Operating Supplies	$ 1,050.00							
			$ 405,569.00					
Human Resources								
Personnel Services								
Salaries	$ 429,392.00							
Overtime	$ 23,500.00							
FICA Taxes	$ 7,955.00							
Group Insurance	$ 65,604.00							
Employers Pension Contribution	$ 79,656.00							
Medicare Tax Payments	$ 6,235.00							
Supplies								
Fuel Usage	$ 6,900.00							
Office Supplies	$ 500.00							
Oil & Lube	$ 400.00							
Other Operating Supplies	$ 850.00							
Materials								
Motor Vehicle Repair Materials	$ 1,500.00							
Books & Periodicals	$ 4,000.00							
Contractural Services								
Other Professional Services	$ 5,000.00							
Freight Express & Trucking	$ 500.00							
Fixed Charges								
Rental Equipment	$ 2,500.00							
			$ 630,092.00					
Fire Vehicle Repair								
Personnel Services								
Salaries	$ 197,883.00							
Overtime	$ 20,000.00							
FICA Taxes	$ 14,713.00							
Group Insurance	$ 38,828.00							
Employers Pension Contribution	$ 37,430.00							
Medicare Tax Payments	$ 3,741.00							

Supplies								
Fuel Usage	$ 1,200.00							
Uniforms & Work Clothing	$ 1,000.00							
Oil & Lube	$ 222.00							
Hand Tools	$ 500.00							
Computer Software	$ 1,000.00							
Other Operating Supplies	$ 6,500.00							
Materials								
Motor Vehicle Repair Materials	$ 5,100.00							
Dues & Travel								
Dues Mem, Regist Fees Tuition	$ 500.00							
Fixed Charges								
Rental of Equipment	$ 300.00							
Uniforms, Rugs etc. Rental	$ 1,000.00							
			$ 336,897.00					
Fire Stations & Bldgs								
Supplies								
Fuel Usage	$ 1,000.00							
Office Supplies	$ 450.00							
Non-Capitalized Equipment	$ 30,000.00							
Other Operating Supplies	$ 6,250.00							
Materials								
Data Processing Equipment	$ 2,500.00							
Motor Vehicle Repair Materials	$ 650.00							
Other Repair & Maint Materials	$ 1,000.00							
Utilities								
Electric Light & Power	$ 167,125.00							
Water/Sewer	$ 95,000.00							
Gas	$ 128,500.00							
Telephone	$ 43,000.00							
Cellular Phones	$ 72,500.00							
Contractual Services								
Other Professional Services	$ 61,152.00							
Legal Ads Advertising	$ 500.00							
Buildings Maintenance	$ 73,236.00							
Machine/Equip Maintenance	$ 1,000.00							
Capital Purchase								
Lawn & Garden Equipment	$ 10,000.00							
			$ 645,445.00					
Total	$ 24,883,579.00							
Revenue Sources								
Ins Premium Tax Distribution		#VALUE!				#VALUE!		#VALUE!
Interest Income		#VALUE!		#VALUE!		#VALUE!		#VALUE!
Total Revenue		#VALUE!		#VALUE!	$	#REF!	$-	#VALUE!
	$							
For CESC, LLC USE ONLY								
AFG Groupings								
Salaries Wages	$ 23,156,788.00	93.1%						
Utilities & Facilities	$ 529,163.00	2.1%	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
Equipment & Repair	$ 179,183.00	0.7%	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
Maintenance of Apparatus	$ 592,236.00	2.4%	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
Supplies	$ 146,307.00	0.6%	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
EMS Supplies	$	0.0%	$ 202,300.00	#VALUE!	$ 202,300.00	#VALUE!	$ 202,300.00	#VALUE!
Administrative Costs	$ 89,852.00	0.4%	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
Recurring Capital Outlay	$ 190,000.00	0.8%	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
Municipal Cost for Response	$	0.0%		#VALUE!		#VALUE!		#VALUE!
TOTAL AFG Groupings:	$ 24,883,579.00	100%	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!

Department or Sub Group	Apparatus Name	Engines	Aerial	Tankers	Brush Trucks	Rescue	Other Vehicles	Seated Positions	Year	Type	Pump Size (GPM)	Tank Capacity (Gallons)	Notes	Age of Vehicle
District 1														
District Chief							1	3						
Rescue 1	TK-0903						1	4						#VALUE!
Special Ops	TK-412						1	0						#VALUE!
Air Supply	TK-532						1	2						#VALUE!
Van	TK-636						1	0						#VALUE!
Engine 3	TK-677		1					4						#VALUE!
Truck 5	TK-0905			1				4						#VALUE!
Engine 6	TK-763		1					4						#VALUE!
Engine 10	TK-792		1					4						#VALUE!
Engine 15	TK-764		1					4						#VALUE!
Engine 28	TK-894		1					4						#VALUE!
Ladder 28	TK-781			1				4						#VALUE!
District 2														#VALUE!
Battalion Chief							1	3						
Rescue 11	TK-904						1	4						#VALUE!
Engine 12	TK-881		1					4						#VALUE!
Rescue 14	TK-902						1	4						
Truck 14	TK-758			1				4	2013					
Engine 22	TK-743		1					4	2011					
Truck 23	TK-759			1				4	2013					
Engine 24	TK-915		1					4	2025					
Rescue 25	TK-893						1	4	2021					
District 3														
District Chief							1	3						
Engine 7	TK-739		1					4	2011	E-One	1500	750		
Engine 16	TK-760		1					4	2013	E-One	1250	500		
Rescue 17	TK-892						1	4	2021	Pierce	1500	750		
Engine 19	TK-676		1					4	2006	E-One	1250	500		
Truck 19	TK-761			1				4	2013	E-One	1500	500		
Rescue 20	TK-882						1	4	2017	Pierce	1500	750		
Engine 21	TK-681		1					4	2006	E-One	1250	500		
Truck 26	TK-725			1				4	2010	E-One	1500	500		
Reserve Ready														
Reserve Ready	TK-639		1					4	2004	E-One	1500	750		
Reserve Ready	TK-638		1					4	2004	E-One	1500	750		
Reserve Ready	TK-687			1				4	2006	E-One	N/A			
Reserve Ready	TK-637		1					4	2004	E-One	1500	750		
Reserve Ready	TK-642		1					4	2004	E-One	1500	750		
Administrative														
Command Staff							12	12						#VALUE!
Office Staff							9	9						
Fire Safety Education							6	6						
Fire Marshal Division							6	6						
Internal Affairs							5	5						
Fire Dept Shop							5	5						
Training Division							7	7						
		16	7	0	0	6	55	177						
		64 seats	28 seats			24 seats								

61 seats

District Chiefs (3) per vehicle and air supply is 2 portables

	Existing Inventory					New Radio Equipment		
FIRE DEPARTMENT	Total Portables	Working Portables	TYPES OF RADIOS			Total P-25 Quad-Band Portables Needed to be Replaced	Carrying Cases	Software Program
	0	0				0	0	0

*Please let me know the type of radios that you have on hand and the year of the radio.

How much is your radio maintenance costs in 2024?
How much is your radio maintenance costs in 2025?

Chargers	Lapel Mics	Activation Fee	
0	0		

Approval to Apply for Grant Form

Request by: Steve Wood
Department/Program: Jackson Fire Department
Date of Request: 6/22/26

Grant Information

Grantor/Funding Agency:	Federal Emergengy Management Agency
Grant Title/Opportunity:	The Assitance Firefighters Grant
Application Due Date:	
Maximum Award Amount:	$1,483,548.51
Match Requirement (if any):	$ 134,868.05 or %

Project Information

Project Title:	Portable Radio Enhancement Program
Brief Project Description (2–3 sentences):	The portable radios will be issued to each member of the Jackson Fie Department The portable radios will allow each member to have a radio onh the fire scene
Total Project Cost:	$1,348,680.46
	$

Organizational Impact

Fits within strategic priorities/mission	
Staffing capacity available to manage project & reporting	
Current budget has approproated (match, indirect, ongoing costs)	
Requires new hires or significant resource commitments	

Approvals

Prepared by (Grant Writer/Applicant):	Name: Steven Wood	Signature:	Date: 6/22/2
Department/Program Director:	Name: Robert Thomas	Signature:	Date: 6/24/2
Finance/Accounting Review:	Name: Melissa Tyler	Signature:	Date: 6/24/2
Mayor Approval (if required	Name:	Signature:	Date:
Board Approval (if required):	Name/Title:	Signature:	Date:

JACKSON
MISSISSIPPI
JACKSON FIRE DEPARTMENT

MEMORANDUM

TO: John Horhn, Mayor

FROM: RaSean Thomas, Fire Chief

DATE: June 1, 2026

RE: Assistance to Firefighters Grant

This memo is requesting permission to apply for the Assistance to Firefighters Grant and if awarded authorizing the Mayor to execute all documents needed.

If you have any questions or concerns, please let me know.

RT/at

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

www.jacksonms.gov

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER RATIFYING THE SUBMISSION OF A GRANT APPLICATION FOR THE FY 2027 ASSISTANCE TO FIREFIGHTERS GRANT REQUESTING AN AWARD OF IN THE AMOUNT OF ONE MILLION SIX HUNDRED TWENTY-TWO THOUSAND TWO HUNDRED NINETY-FIVE DOLLARS AND FIFTY CENT ($1,622,295.50) AND IF AWARDED AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO EFFECTUATE THE RECEIPT AND USE OF THE ABOVE GRANT FUNDS**
2.	**Purpose**	Permission to apply for Assistance to Firefighters Grant
3.	**Who will be affected**	Jackson Fire Department
4.	**Benefits**	
5.	**Schedule (beginning date)**	Upon approval by Council
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	CITYWIDE
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Jackson Fire Department
8.	**COST**	$1,622,295.50
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☒ ▪ **Bond** ☐ ▪ **Other** ☐	

10.	**EBO participation**	ABE _____%		WAIVER	yes ___
		no ___	N/A ___		
		AABE _____%		WAIVER	yes ___
		no ___	N/A ___		
		WBE _____%		WAIVER	yes ___
		no ___	N/A ___		
		HBE _____%		WAIVER	yes ___
		no ___	N/A ___		
		NABE _____%		WAIVER	yes ___
		no ___	N/A ___		

21

OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

ORDER APPROVING PAYMENT FOR PAST PROFESSIONAL SERVICES PERFORMED BY THE MISSISSIPPI STATE FIRE ACADEMY FOR $2,640.00 FOR THE JACKSON FIRE DEPARTMENT AND ITS FIREFIGHTERS

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

WHEREAS, the Jackson Fire Department has received eleven invoices, which are attached hereto as Exhibit A, from the Fire Academy covering various professional services performed for the Jackson Fire Department; and

WHEREAS, the total cost for the above invoices is Two Thousand Six Hundred Forty Dollars ($2,640); and

WHEREAS, it is in the best interests of the City that prompt payment be made to the Fire Academy pursuant to the above invoices in the total amount of Two Thousand Six Hundred Forty Dollars ($2,640) for the professional services it performed for the Jackson Fire Department and its Firefighters.

IT IS THEREBY ORDERED that payment to the Fire Academy for the professional services performed by the Fire Academy pursuant to its invoices discussed above for the total amount of Two Thousand Six Hundred Forty Dollars ($2,640) from account number: 01050900-6419; and

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

Agenda Item # 21
July 14, 2026
(Thomas, 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

OFFICE OF THE CITY ATTORNEY

This **ORDER APPROVING PAYMENT FOR PAST PROFESSIONAL SERVICES PERFORMED BY THE MISSISSIPPI STATE FIRE ACADEMY FOR $2,640.00 FOR THE JACKSON FIRE DEPARTMENT AND ITS FIREFIGHTERS** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure 7/1/24

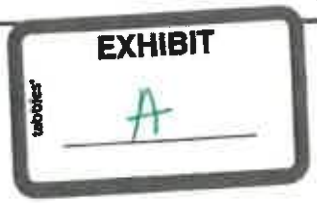
Sondra Moncure, *Special Assistant* **Date**

Invoice # **13876**

Mississippi State Fire Academy

Reported by Acadis® Readiness Suite 06/29/2026

Please Remit Payment to:
#1 Fire Academy USA, Jackson, MS 39208
601-932-2444



Bill-to-Party	JACKSON FIRE DEPT.
Invoice Date	04/03/2026
Description	MISSISSIPPI TRAINEE AGILITY TEST - 181 - Jackson
Due Date	05/03/2026

Bill For	Category	Item	Quantity	Unit Price	Amount
Gibbs, Eric II (2275-2414)	Academy Deliveries	TUITION CHARGE for Gibbs, Eric II (2275-2414): MISSISSIPPI TRAINEE AGILITY TEST - 181 - Jackson (occurring 04/02/2026 - 04/02/2026)	1.00	$20.00	$20.00

Total Amount $20.00

Invoice # **11594**

Mississippi State Fire Academy

Reported by Acadis® Readiness Suite 06/02/2026

Please Remit Payment to:
#1 Fire Academy USA, Jackson, MS 39208
601-932-2444

Bill-to-Party	JACKSON FIRE DEPT.
Invoice Date	08/07/2025
Description	MISSISSIPPI TRAINEE AGILITY TEST - 144 - Jackson
Due Date	09/06/2025

Bill For	Category	Item	Quantity	Unit Price	Amount
BASS, ELIJAH (8452-7807)	Academy Deliveries	TUITION CHARGE for BASS, ELIJAH (8452-7807): MISSISSIPPI TRAINEE AGILITY TEST - 144 - Jackson (occurring 08/06/2025 - 08/06/2025)	1.00	$20.00	$20.00

Total Amount $20.00

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2

Invoice # **13978**

Mississippi State Fire Academy

Reported by Acadis® Readiness Suite 06/02/2026

Please Remit Payment to:
#1 Fire Academy USA, Jackson, MS 39208
601-932-2444

Bill-to-Party	JACKSON FIRE DEPT.
Invoice Date	04/11/2026
Description	INCIDENT SAFETY OFFICER NFPA 1521 - 104- OL
Due Date	05/11/2026

Bill For	Category	Item	Quantity	Unit Price	Amount
JACOBS, XAVIER C (5703-6906)	Academy Deliveries	TUITION CHARGE for JACOBS, XAVIER C (5703-6906): INCIDENT SAFETY OFFICER NFPA 1521 - 104- OL (occurring 01/12/2026 - 04/10/2026)	1.00	$175.00	$175.00

Total Amount $175.00

For Official Use Only

5

Invoice # **13962**

Mississippi State Fire Academy

Reported by Acadis® Readiness Suite 06/02/2026

Please Remit Payment to:
#1 Fire Academy USA, Jackson, MS 39208
601-932-2444

Bill-to-Party	JACKSON FIRE DEPT.
Invoice Date	04/11/2026
Description	FIRE AND LIFE SAFETY EDUCATOR LEVEL II, NFPA 1030 - 0100- OL
Due Date	05/11/2026

Bill For	Category	Item	Quantity	Unit Price	Amount
Scott, Reginald B (5412-7428)	Academy Deliveries	TUITION CHARGE for Scott, Reginald B (5412-7428): FIRE AND LIFE SAFETY EDUCATOR LEVEL II, NFPA 1030 - 0100- OL (occurring 01/12/2026 - 04/10/2026)	1.00	$175.00	$175.00

Total Amount $175.00

For Official Use Only

Invoice # **13520**

Mississippi State Fire Academy

Reported by Acadis® Readiness Suite 06/02/2026

Please Remit Payment to:
#1 Fire Academy USA, Jackson, MS 39208
601-932-2444

Bill-to-Party	JACKSON FIRE DEPT.
Invoice Date	02/20/2026
Description	FIRE AND EMERGENCY SERVICES INSTRUCTOR LEVEL III, NFPA 1041-III - 101
Due Date	03/22/2026

Bill For	Category	Item	Quantity	Unit Price	Amount
JACOBS, XAVIER C (5703-6906)	Academy Deliveries	TUITION CHARGE for JACOBS, XAVIER C (5703-6906): FIRE AND EMERGENCY SERVICES INSTRUCTOR LEVEL III, NFPA 1041-III - 101 (occurring 02/17/2026 - 02/19/2026)	1.00	$250.00	$250.00
				Total Amount	$250.00

Invoice # **11607**

Mississippi State Fire Academy

Reported by Acadis® Readiness Suite 06/02/2026

Please Remit Payment to:
#1 Fire Academy USA, Jackson, MS 39208
601-932-2444

Bill-to-Party	JACKSON FIRE DEPT.
Invoice Date	08/08/2025
Description	ROPE RESCUE AWARENESS AND OPERATIONS, NFPA 1006 - 102
Due Date	09/07/2025

Bill For	Category	Item	Quantity	Unit Price	Amount
COLEMAN, EMMITT J (9313-3808)	Academy Deliveries	TUITION CHARGE for COLEMAN, EMMITT J (9313-3808): ROPE RESCUE AWARENESS AND OPERATIONS, NFPA 1006 - 102 (occurring 08/04/2025 - 08/07/2025)	1.00	$250.00	$250.00

Total Amount $250.00

Invoice # **11402**

Mississippi State Fire Academy

Reported by Acadis® Readiness Suite 06/02/2026

Please Remit Payment to:
#1 Fire Academy USA, Jackson, MS 39208
601-932-2444

Bill-to-Party	JACKSON FIRE DEPT.
Invoice Date	07/11/2025
Description	ROPE RESCUE TECHNICIAN, NFPA 1006 - 101
Due Date	08/10/2025

Bill For	Category	Item	Quantity	Unit Price	Amount
WILSON, JOSHUA N (2637-0092)	Academy Deliveries	TUITION CHARGE for WILSON, JOSHUA N (2637-0092) : ROPE RESCUE TECHNICIAN, NFPA 1006 - 101 (occurring 07/07/2025 - 07/10/2025)	1.00	$250.00	$250.00

Total Amount $250.00

Invoice # **11014**

Mississippi State Fire Academy

Reported by Acadis® Readiness Suite 06/02/2026

Please Remit Payment to:
#1 Fire Academy USA, Jackson, MS 39208
601-932-2444

Bill-to-Party	JACKSON FIRE DEPT.
Invoice Date	05/23/2025
Description	ROPE RESCUE AWARENESS AND OPERATIONS, NFPA 1006 - 101
Due Date	06/22/2025

Bill For	Category	Item	Quantity	Unit Price	Amount
Rochelle, Charles A (9293-7422)	Academy Deliveries	TUITION CHARGE for Rochelle, Charles A (9293-7422): ROPE RESCUE AWARENESS AND OPERATIONS, NFPA 1006 - 101 (occurring 05/19/2025 - 05/22/2025)	1.00	$250.00	$250.00

Total Amount $250.00

Invoice # **10154**

Mississippi State Fire Academy

Reported by: Acadis® Readiness Suite 06/02/2026

Please Remit Payment to:
#1 Fire Academy USA, Jackson, MS 39208
601-932-2444

Bill-to-Party	JACKSON FIRE DEPT.
Invoice Date	02/07/2025
Description	FIRE AND EMERGENCY SERVICES INSTRUCTOR LEVEL III, NFPA 1041-III - 100
Due Date	03/09/2025

Bill For	Category	Item	Quantity	Unit Price	Amount
JACOBS, XAVIER C (5703-6906)	Academy Deliveries	TUITION CHARGE for JACOBS, XAVIER C (5703-6906): FIRE AND EMERGENCY SERVICES INSTRUCTOR LEVEL III, NFPA 1041-III - 100 (occurring 02/04/2025 - 02/06/2025)	1.00	$250.00	$250.00
				Total Amount	$250.00

Invoice # **14258**

Mississippi State Fire Academy

Reported by Acadis® Readiness Suite 06/02/2026

Please Remit Payment to:
#1 Fire Academy USA, Jackson, MS 39208
601-932-2444

Bill-to-Party	JACKSON FIRE DEPT.
Invoice Date	05/15/2026
Description	ROPE RESCUE AWARENESS AND OPERATIONS, NFPA 1006 - 107
Due Date	06/14/2026

Bill For	Category	Item	Quantity	Unit Price	Amount
COLEMAN, EMMITT J (9313-3808)	Academy Deliveries	TUITION CHARGE for COLEMAN, EMMITT J (9313-3808): ROPE RESCUE AWARENESS AND OPERATIONS, NFPA 1006 - 107 (occurring 05/11/2026 - 05/14/2026)	1.00	$250.00	$250.00
WILSON, KENNETH W Jr. (8143-0707)	Academy Deliveries	TUITION CHARGE for WILSON, KENNETH W Jr. (8143-0707): ROPE RESCUE AWARENESS AND OPERATIONS, NFPA 1006 - 107 (occurring 05/11/2026 - 05/14/2026)	1.00	$250.00	$250.00

Total Amount $500.00

Invoice # **13133**

Mississippi State Fire Academy

Reported by Acadis® Readiness Suite 06/02/2026

Please Remit Payment to:
#1 Fire Academy USA, Jackson, MS 39208
601-932-2444

Bill-to-Party	JACKSON FIRE DEPT.
Invoice Date	12/05/2025
Description	FIRE AND LIFE SAFETY EDUCATOR LEVEL I, NFPA 1035-I - 100
Due Date	01/04/2026

Bill For	Category	Item	Quantity	Unit Price	Amount
Shelby, Luther Jr. (8796-3520)	Academy Deliveries	TUITION CHARGE for Shelby, Luther Jr. (8796-3520): FIRE AND LIFE SAFETY EDUCATOR LEVEL I, NFPA 1035-I - 100 (occurring 12/01/2025 - 12/04/2025)	1.00	$250.00	$250.00
Sykes, Byshone (3573-0586)	Academy Deliveries	TUITION CHARGE for Sykes, Byshone (3573-0586): FIRE AND LIFE SAFETY EDUCATOR LEVEL I, NFPA 1035-I - 100 (occurring 12/01/2025 - 12/04/2025)	1.00	$250.00	$250.00
				Total Amount	$500.00

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THE CITY OF
JACKSON
MISSISSIPPI

JACKSON FIRE DEPARTMENT

MEMORANDUM

TO: Mayor John Horhn

FROM: RaSean Thomas, Fire Chief

DATE: June 29, 2026

RE: MS State Fire Academy

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

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

RT/at

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

www.jacksonms.gov

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER APPROVING PAYMENT FOR PAST PROFESSIONAL SERVICES PERFORMED BY THE MISSISSIPPI STATE FIRE ACADEMY FOR THE JACKSON FIRE DEPARTMENT AND ITS FIREFIGHTERS (THOMAS, HORHN)**
2.	**Purpose**	Payment for past due services provided by MS State Fire Academy
3.	**Who will be affected**	Jackson Fire Department
4.	**Benefits**	
5.	**Schedule (beginning date)**	Upon approval by Council
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	CITYWIDE
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Jackson Fire Department
8.	**COST**	$2,640
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	010.509.00 6419
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

22

ORDER RATIFYING A PROFESSIONAL ARCHITECTURAL SERVICES AGREEMENT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION D/B/A CCD ARCHITECTS FOR EMERGENCY ROOF AND HVAC SYSTEM REPAIRS TO SMITH ROBERTSON MUSEUM AND CULTURAL CENTER

WHEREAS, the previous administration invoked the emergency procurement procedure, pursuant to Section 31-7-13(k) of the Mississippi Code of 1972, as amended, due to roof leaks caused by severe weather that compromised the interior of the building, damaged museum exhibits, and damaged museum merchandise, a copy of such declaration being attached hereto and incorporated in the minutes; and

WHEREAS, the Department of Human and Cultural Services had the roof assessed by the Building Maintenance Division and Engineering Division of the Department of Public Works, who determined that the condition of the roof required that it be replaced due to its overall condition; and

WHEREAS, the Engineering Division of the Department of Public Works recommended that the City retain the architectural services of Canizaro Cawthon Davis, a Professional Association d/b/a CCD Architects to provide the design for the emergency replacement of the roof because of their experience with historic structures and other City buildings; and

WHEREAS, the Engineering Division and CCD Architects also determined that the roof replacement would require the roof to be brought up to current standards of the Building Code, which will require re-piping and replacement of HVAC units; and

WHEREAS, the Mayor executed an emergency Agreement for Professional Architectural Services with CCD Architects to design the emergency replacement of the roof and HVAC system, to assist in the emergency procurement of a contractor, and to provide construction phase services, a copy of which is attached hereto and incorporated in the minutes; and

WHEREAS, the not to exceed amount of the emergency Agreement with CCD Architects is $82,500.00, including a reimbursables allowance; and

WHEREAS, the Department of Human and Cultural Services recommends approval of this emergency Agreement for Professional Architectural Services.

IT IS, THEREFORE, ORDERED that the Agreement for Professional Architectural Services with Canizaro Cawthon Davis, a Professional Association d/b/a CCD Architects to design the emergency replacement of the roof and HVAC system, to assist in the emergency procurement of a contractor, and to provide construction phase services, in an amount not to exceed $82,500.00, including a reimbursables allowance, a copy of which is attached, is ratified.

Agenda Item # 22
July 14, 2026
(Junior, Horhn)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET July 7, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER RATIFYING A PROFESSIONAL ARCHITECTURAL SERVICES AGREEMENT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION D/B/A CCD ARCHITECTS FOR EMERGENCY ROOF AND HVAC SYSTEM REPAIRS TO SMITH ROBERTSON MUSEUM AND CULTURAL CENTER**
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	1. Youth & Education 5. Economic Development 7. Quality of Life
3.	**Who will be affected**	Patrons of the Smith Robertson Museum and Cultural Center
4.	**Benefits**	Will protect the museum's artifacts and exhibits, and preserve the historic facility.
5.	**Schedule (beginning date)**	Ongoing
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Smith Robertson Museum
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Department of Human and Cultural Services and Department of Public Works
8.	**COST**	Not to exceed $82,500.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Infrastructure Modernization Fund or Infrastructure Modernization Bond Fund

Revised 2-04

DEPARTMENT OF HUMAN AND CULTURAL SERVICES

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Pamela D.C. Junior, Director
Department of Human and Cultural Services

Date: July 7, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda ratifying an emergency Agreement for Professional Architectural Services with Canizaro Cawthon Davis, a Professional Association d/b/a CCD Architects to design the emergency replacement of the roof and HVAC system, to assist in the emergency procurement of a contractor, and to provide construction phase services for work at Smith Robertson Museum & Cultural Center, in an amount not to exceed $82,500.00, including a reimbursables allowance.

In October of last year, severe weather damaged Smith Robertson Museum & Cultural Center, including damages to the roof and windows, among other items. This storm damage and the resulting intrusion of rain water caused damage to both the first and second floors of the Museum.

As you are aware, the Smith Robertson Museum & Cultural Center is an invaluable repository of history and culture. The artifacts and exhibitions housed within the museum are irreplaceable and must be preserved for future generations. Addressing the roof damage is critical to preventing further loss and ensuring the continued protection of this historic institution.

After several attempts to address the roof through repair, the Engineering Division of the Department of Public Works recommended that the current state of the roof prevented any effective repair. The only effective solution to protect the museum's contents is replacement of the existing roof. The Engineering Division recommended CCD Architects because of their experience with historic building renovation, experience working with the Mississippi Department of Archives and History, and their overall experience performing design work on other City projects.

Please contact me if you have any questions.

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 A PROFESSIONAL ARCHITECTURAL SERVICE AGREEMENT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION D/B/A CCD ARCHITECTS FOR EMERGENCY ROOF AND HVAC SYSTEM REPAIRS TO SMITH ROBERTSON MUSEUM AND CULTURAL CENTER** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, per AUW

Drew Martin, *City Attorney*
Terry Williamson, *Legal Counsel* TSW

7/7/20
Date

DECLARATION INVOKING THE EMERGENCY PROCUREMENT PROCEDURE

I. REQUEST

In October of 2025, severe weather damaged Smith Robertson Museum & Cultural Center, including, but not limited to, damages to the roof and windows. This storm damage and the resulting intrusion of rain water caused damage to both the first and second floors of the Museum.

On the first floor, the Museum Store sustained damage, requiring the remaining store merchandise to be relocated to the museum lobby. On the second floor, the impact was even more concerning, as portions of the permanent collection were damaged, including the exhibitions ***From Africa to Mississippi, The Hull of the Slave Ship, and The Auction Block***.

As you are aware, the Smith Robertson Museum & Cultural Center is an invaluable repository of history and culture. The artifacts and exhibitions housed within the museum are irreplaceable and must be preserved for future generations. Addressing the roof damage and damaged windows is critical to preventing further loss and ensuring the continued protection of this important historic institution.

Furthermore, Mississippi is currently during the time of the year when we may anticipate that severe weather conditions may occur, which increases the risk of further damage to the roof, the interior of the building, and the cultural artifacts housed in the Museum.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize a contract for repairs to the roof, windows, and any other damage caused by the severe weather event in October, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from me and an additional memorandum from Celestial Gordon, the HUD Compliance Officer for the City. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.

Pamela D.C. Junior
Director, Department of Human & Cultural Services

02/23/2026
DATE

[Signatures appear on following page]

II. REVIEWED AND APPROVED

Drew M. Martin
City Attorney

DATE

Jillian Caldwell
Chief Financial Officer

3/9/26
DATE

Pieter Teeuwissen
Chief Administrative Officer

3.10.26
DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the storm damage to Smith Robertson Museum & Cultural Center, including, but not limited to the roof and windows, constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that a contract for repairs to Smith Robertson Museum & Cultural Center, is authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

I have also determined that the damage to Smith Robertson Museum & Cultural Center caused by the severe weather and that may be exacerbated by recurring severe weather constitutes an emergency pursuant to municipal authority and further supports an exigency determination under 2 CFR §200.320(c)(3).

Accordingly, this request is approved, effective February 20, 2026.

John A. Horhn
Mayor

2/27/26
DATE

MEMORANDUM

TO: Mayor John Horhn, City of Jackson

FROM: Pamela D. C. Junior, Director
Department of Human & Cultural Services

DATE: January 29, 2026

RE: Roof Concerns at Smith Robertson Museum & Cultural Center

I am writing this memorandum regarding the roof at the Smith Robertson Museum & Cultural Center. As you know, in October the museum experienced a severe downpour that resulted in significant roof leaks, causing damage to both the first and second floors of the facility.

On the first floor, the Museum Store sustained damage, requiring the remaining store merchandise to be relocated to the museum lobby. On the second floor, the impact was even more concerning, as portions of the permanent collection were damaged, including the exhibitions ***From Africa to Mississippi***, ***The Hull of the Slave Ship***, and ***The Auction Block.***

As you are aware, the Smith Robertson Museum & Cultural Center is an invaluable repository of history and culture. The artifacts and exhibitions housed within the museum are irreplaceable and must be preserved for future generations. Addressing the roof damage is critical to preventing further loss and ensuring the continued protection of this important historic institution.

Thank you for your continued support and attention to this matter.

CITY OF JACKSON

Office of Housing and Community Development

Emergency Procurement Justification Memorandum

Date: February 13, 2026

To: Project File – Smith Robertson Museum Roof Repair

From: Celestial Gordon-Griffin, Senior Planner HUD Compliance Officer

Subject: Emergency Determination and Justification for Noncompetitive Procurement – Smith Robertson Museum Roof

I. Background

The Smith Robertson Museum, a publicly owned historic facility operated by the City of Jackson, has sustained significant roof damage. Site inspections revealed active leakage, exposed roofing materials, and compromised structural integrity. Interior areas were experiencing elevated temperatures due to limited HVAC functionality, and temporary mitigation measures were being utilized.

The deterioration of the roof presents an immediate threat to the preservation of the historic structure, interior exhibits, and the safety of staff and visitors.

II. Emergency Determination

Pursuant to 2 CFR §200.320(c)(3), noncompetitive procurement may be utilized when the public exigency or emergency will not permit a delay resulting from competitive solicitation.

The following conditions support emergency status:

- **Ongoing water intrusion threatens structural integrity.**
- **Continued exposure may result in mold growth and damage to historic artifacts.**
- **Delay in repair would significantly increase rehabilitation costs.**
- **Public access and safety may be compromised.**
- **Temporary mitigation measures are insufficient to prevent further damage.**

Due to these circumstances, delay associated with formal advertisement and competitive bidding would exacerbate the condition of the facility and increase financial risk to the City.

III. Procurement Method

While three contractor quotes were obtained to establish cost reasonableness, formal competitive bidding was not conducted due to the emergency nature of the situation.

This procurement method complies with 2 CFR Part 200, Subpart D – Procurement Standards, City of Jackson emergency procurement procedures, and applicable Mississippi procurement law.

IV. National Objective Compliance

This activity qualifies under 24 CFR §570.201(c) as rehabilitation of a public facility. The applicable CDBG National Objective (Low- and Moderate-Income Area Benefit or Urgent Need) will be documented in the official project file with supporting documentation.

V. Cost Reasonableness

Three independent contractor quotes were obtained and reviewed. The selected contractor's proposal was determined to be reasonable and necessary to address the emergency condition.

VI. Conclusion

Based on inspection findings, risk assessment, and regulatory provisions, the roof repair at Smith Robertson Museum meets the criteria for emergency noncompetitive procurement under federal guidelines.

All documentation supporting this determination will be retained in the official project file for audit and HUD monitoring purposes.

AIA Document A101 - 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 21th day of May in the year 2026
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Jackson
P.O. Box 17
Jackson, Mississippi 39205

City of Jackson
219 South President Street
Jackson, Mississippi 39201

and the Architect:
(Name, legal status, address and other information)

Canizaro Cawthon Davis A Professional Association
dba CCD Architects
129 South President Street
Jackson, Mississippi
39201-3605

for the following Project:
(Name, location and detailed description)

Smith Robertson Museum Renovations
528 Bloom Street

CCD Project #26021

(Paragraphs deletedJackson, MS 39202

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201S-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)
This agreement is to assist the City of Jackson in emergency repairs to the Smith Robertson Museum. This will include roof replacement, HVAC system replacement, exterior wall pack lighting replacement, structural support for new HVAC units, electrical changes required by new HVAC and exterior lighting, and minor interior architectural repairs to existing surfaces required by the other work. The scope of Basic Services includes evaluation, design documents, construction documents, and construction administration.

The work will be provided as two phases and rewarded to a General Contractor on an emergency basis.

Phase 1 work includes roof replacement with modified bitumen roof, exterior wall pack lighting replacement, and associated electrical work.

Phase 2 work includes HVAC system replacement, structural support and roof curb modifications for new HVAC units, electrical changes required by new HVAC, and minor interior architectural repairs to existing surfaces required by the other work.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

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This project location is an existing two-story brick and plaster veneer building.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)
Unknown

Cost of the Work of One Million Dollars ($1,000,000.00)
Contingency of Two Hundred Thousand Dollars ($200,000.00)
Basic Services Fee, based on Cost of the Work, of Eighty Thousand Dollars ($80,000.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To Be Determined

.2 Construction commencement date:

To Be Determined

.3 Substantial Completion date or dates:

To Be Determined

.4 Other milestone dates:

To Be Determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

One or more bids will be solicited from a City of Jackson-selected General Contractor and the projects will be awarded on an emergency basis.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable.

(Paragraphs deleted)
§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Lloyd Keller

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200 South President Street
Jackson, Mississippi, 39201
Telephone: 601.960.1657

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Mississippi Department of Archives and History
200 North Street
Jackson, MS 39201

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

None

.2 Civil Engineer:

None

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Hazardous Materials Engineer

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Steve Davis, AIA
129 South President Street
Jackson, MS 39201
601-948-7337 ext. 230

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

(Paragraphs deleted)
§ 1.1.11.1 Consultants retained under Basic Services:
.1 Structural Engineer:

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Spencer Engineer, Inc
2508 Lakeland Drive, #200
Flowood, MS 39232
601-982-7766s

.2 Mechanical Engineer:

HESMA
1 Woodgreen Place
Suite 210
Madison, MS 39110
601-856-5138

.3 Electrical Engineer:

Schultz and Wynne
4526 Office Park Drive
Jackson, MS
39206
601-981-3313

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

Walk-through of the Smith Robertson Museum and Cultural Center by architect and owner's representative

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services and schedule for the Architect's services. In the event that a material change in the Initial Information requires an adjustment in the Architect's compensation, the Owner's representative will seek authorization for the adjustment from the Owner's governing authorities. If the Owner's representative is unable to obtain the adjustment in the Architect's compensation within a reasonable time, Owner shall terminate this contract and compensate the Architect for all work performed prior to the date of termination. In the event changes in the Initial Information affect the Owner's budget for the Cost of Work, Owner's representative will seek to obtain the adjustments in the budget for the Cost of Work prior to the procurement phase of the project. The Owner shall adjust the Owner's anticipated design and construction milestones as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars ($ 1,000,000.00) for each occurrence and two million dollars ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability - NOT APPLICABLE

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars ($ 2,000,000.00) per claim and two million dollars ($ 2,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The

(Paragraphs deleted)

Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

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§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

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§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1

(Paragraphs deleted)

Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

(Table deleted)

(Paragraph deleted)

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work,and request the Owner's written approval of the Design Development Documents with comments.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 Not used

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

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§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective selected General Contractors
.2 organizing and conducting a pre-bid conference for prospective bidders
.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction as revised by the owner. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not

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show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents.. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such

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requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Not provided
§ 4.1.1.2 Multiple preliminary designs	Not provided
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Not provided
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Not provided
§ 4.1.1.9 Landscape design	Not provided
§ 4.1.1.10 Architectural interior design	Not provided
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Not provided
§ 4.1.1.15 As-designed record drawings	Not provided
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.21 Telecommunications/data design	Not provided
§ 4.1.1.22 Security evaluation and planning	Not provided
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Architect
§ 4.1.1.27 Historic preservation	Architect
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	Not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.26 Architect shall provide separate bid packages for Phases 1 and 2.

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not applicable

§ 4.2 Architect's Additional Services
The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. The Architect shall obtain the consent of the Owner's governing authorities in the form of an amendment to this Agreement before performing any Additional Services.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing;
- **.8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.9** Evaluation of the qualifications of entities providing bids or proposals;
- **.10** Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- **.11** Assistance to the Initial Decision Maker, if other than the Architect.

(Table deleted)
(Paragraphs deleted)
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§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty four (24) months of the date of this Agreement, through no fault of the Architect, the Architect shall immediately notify Owner, proposing the length of an extension and the additional compensation thereof. Architect shall only proceed to perform the identified Additional Services after written authorization by the governing authorities in the form of an amendment to this Agreement. Extension of the Architect's services beyond that time shall be compensated as Additional Services.

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ARTICLE 5 OWNER'S RESPONSIBILITIES

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

(Paragraphs deleted)

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

(Paragraphs deleted)

§ 5.3

(Paragraphs deleted)

The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 N/A.

§ 5.5 N/A.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Failure to provide such written notice shall not be deemed a waiver by Owner of any rights under this contract, rights at law, or any claim against Architect.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1

(Paragraphs deleted)

For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2

(Paragraphs deleted)

The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or negotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative that is consistent with Section 31-7-13 (d) (iv) of the Mississippi Code of 1972, as amended, Construction Project Negotiation Authority..

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§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

(Paragraphs deleted)

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. Use of the instruments of service under this Section 7.3.1 shall be at the Owner's sole risk and without liability to the Architect and Architect's consultant(s). The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

(Paragraphs deleted)

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law,

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

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[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give fourteen days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination.,

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Not applicable

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Not applicable

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

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§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, as revised by the City of Jackson..

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement, except that Owner does not bind the successors in office of its elected officials.. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

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ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

$80,000.00 for Basic Services , plus a reimbursables allowance of $2,500.00.

.2 Percentage Basis

Not applicable

.3 Other
(Describe the method of compensation)

If the Scope of the work and Cost of the Work exceed $1,000,000.00, the additional Architect's fee shall increase at the rate of 8% of the Cost of the Work exceeding $1,000,000.00. Out of sequence work will be done on an hourly basis as noted below and will require COJ's written approval prior to CCD beginning the work.

§

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)Services designated in Section 4.1 as the Architect's responsibility are included in the compensation for basic services.

At the hourly rates noted in paragraph 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty Five	percent (	25	%)
Design Development Phase	Twenty Five	percent (	25	%)
Construction Documents Phase	Twenty Five	percent (	25	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	One Hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work unless that budget is increased..

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§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate ($0.00)
Architect Principal	$250/hour
Architect	$125/hour
Interior Designer	$100/hour
Intern Architect	$85/hour
Mechanical/HVAC Principal	$220/hour
Mechanical/HVAC Engineer	$130/hour
Electrical Principal	$220/hour
Senior CAD Operator	$90/hour
Clerical	$65/hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents; as requested by Owner.;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

(Paragraphs deleted)

.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;

.10. Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
11.Other similar Project-related expenditures approved in writing by the City's 1.1.7 Representative.
12. Mileage at the prevailing rate (as stated on the IRS Website 2023 (or most recently available) Standard Mileage Rates for Business, Medical, and Moving Announced).

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments

Init.
/

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§ 11.10.1.1 An initial payment of zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

0 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner and submitted with each invoice for payment.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[ ] Other Exhibits incorporated into this Agreement:
(Table deleted)

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

(Table deleted)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

Init. /

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(1214670663)

OWNER *(Signature)*

John Hohn, Mayor
(Printed name and title)

ARCHITECT *(Signature)*

Steve Davis, AIA, Principal
(Printed name, title, and license number, if required)

Init.
/

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23

ORDER AUTHORIZING THE ACCEPTANCE OF A DONATION FROM ATMOS ENERGY CORPORATION IN THE AMOUNT OF $8,929.30 FOR SPONSORSHIP OF THE ANNUAL EASTER EGG HUNT

WHEREAS, on February 12, 2010, the Mississippi Attorney General issued an opinion to Jason Herring stating that municipal governing authorities are permitted to accept donations for specifically designated purposes *(See Herring Opinion No. 2010-00022);* and

WHEREAS, the *Herring Opinion* stated that the donated funds must be placed in the municipal treasury and expended only for proper municipal purposes; and

WHEREAS, the *Herring Opinion* further stated that the funds must be expended like other municipal funds and are also subject to public purchasing laws; and

WHEREAS, the Department of Parks and Recreation identified a need for supplies for the Annual Easter Egg Hunt in the City of Jackson; and

WHEREAS, Atmos Energy Corporation donated funds to the City of Jackson in the sum of $8,929.30 to assist in the procurement of the needed supplies for the Annual Easter Egg Hunt; and

WHEREAS, the Department of Parks and Recreation expended funds to purchase supplies for the Annual Easter Egg Hunt in the amount of $8,929.30.

IT IS, THEREFORE, ORDERED that the donation of $8,929.30 be accepted from Atmos Entergy Corporation for the purpose of assisting in the procurement of supplies for the Annual Easter Egg Hunt.

IT IS FURTHER ORDERED that the donation shall be deposited into the municipal treasury and used to reimburse the fund from which the supplies for the Annual Easter Egg Hunt were purchased.

Agenda Item # 23
July 14, 2026
(Junior, Horhn)

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39205-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE ACCEPTANCE OF A DONATION FROM ATMOS ENERGY CORPORATION IN THE AMOUNT OF $8,929.30 FOR SPONSORSHIP OF THE ANNUAL EASTER EGG HUNT** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, per A.M.
DREW MARTIN, CITY ATTORNEY

7/7/2026
DATE

Terry Williamson, *Legal Counsel* TW

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: June 18, 2026

	POINTS	COMMENTS
1.	**Brief Description**	Acceptance of a donation from Atmos Energy Corporation in the amount of $8,929.30 for use of the Annual Easter Egg Hunt
2.	**Public Policy Initiative** **Youth & Education** **Crime Prevention** **Changes in City Government** **Neighborhood Enhancement** **Economic Development** **Infrastructure and Transportation** **Quality of Life**	Quality of Life
3.	**Who will be affected**	Youth in the City of Jackson
4.	**Benefits**	Provide community involvement for youth
5.	**Schedule (beginning date)**	Upon Council Approval
6.	**Location:** **WARD** **CITYWIDE (yes or no) (area)** **Project limits if applicable**	Citywide
7.	**Action implemented by:** **City Department** ☐ **Consultant** ☐	Department of Human and Cultural Services Division of Services Recreation
8.	**COST**	Donation of $8,929.30
9.	**Source of Funding** **General Fund** ☐ **Grant** ☐ **Bond** ☐ **Other** ☐	Not applicable – Monies are being contributed for specific purpose
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 √

DEPARTMENT OF HUMAN AND CULTURAL SERVICES

TO: Mayor John Horhn

FROM: Pamela D. C. Junior, Director

DATE: June 18, 2026

RE: Agenda Item: Atmos Energy Corporation Donation

The agenda item accompanying this memo requests that the Council accept a donation of $8,929.30 from Atmos Energy Corporation for the benefit of the Annual Easter Egg Hunt.

The Department of Human and Cultural Services recommends that this order be submitted for the Council's consideration.

633 North State Street | P.O. Box 17
Jackson, Mississippi 39205-0017
www.jacksonms.gov

000 0000142 00000000 001 001 00141 INS: 0 0

Atmos Energy Corporation
PO Box 650205
Dallas, TX 75265-0205

DATE
04/22/2026

CHECK NO.
1889543

DATE	INVOICE/CREDIT MEMO	DESCRIPTION	CHECK AMOUNT
04/06/2026	442026	PLASTIC EASTER EGGS CANDY CHIPS AND COOKIES	****8,929.30
THE ATTACHED CHECK IS IN PAYMENT FOR ITEMS DESCRIBED ABOVE		TOTAL>	****8,929.30

Atmos is pleased to offer two convenient ways to receive payments electronically:
Virtual Credit Card: The fastest, most efficient way to get paid. Learn more at https://www.boostb2b.com/atmos-energy or contact Boost Payment Solutions at supplierenablement@boostb2b.com. Subject to merchant fees.
ACH-Direct Deposit: Payments are made directly into your bank account via ACH at no additional cost.
Visit https://www.fisintegratedpayables.com/payments/login and use the following registration code to enroll today. A86BFC56

WARNING: THIS DOCUMENT CONTAINS SEVERAL DOCUMENT SECURITY FEATURES. DO NOT CASH IF THE WORD VOID IS VISIBLE - SEE REVERSE SIDE FOR LIST OF SECURITY FEATURES

ATMOS energy

Atmos Energy Corporation
PO Box 650205
Dallas, TX 75265-0205

AMARILLO NATIONAL BANK
Amarillo, TX

CHECK NO. 1889543
DATE: 04/22/2026

COPY

****8,929.30

VOID AFTER 90 DAYS

PAY:
Eight Thousand Nine Hundred Twenty Nine And 30/100 Dollars

TO THE ORDER OF:
CITY OF JACKSON
633 N STATE ST
JACKSON, MS 39202-3304

AUTHORIZED SIGNATURE

SIGNATURE ISSUE IF OVER $[illegible] CHECK CONTAINS BORDER CONTAINS MICROPRINTING

⑈1889543⑈ ⑆111324219⑆ ⑈00 053 1⑈

24

OFFICE OF THE ATTORNEY

ORDER AUTHORIZING THE REVISION OF THE FY 2025-2026 BUDGET TRANSFERRING FUNDS TO PROVIDE PAYMENT FOR THE PURCHASE OF SECURITY CAMERAS FOR THE MCNAIR DAVIS PLANETARIUM IN THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES.

WHEREAS, the City of Jackson, Department of Human and Cultural Services requests a revision to its 2025-2026 fiscal budget due to certain unanticipated needs and allocations in the amount of $40,000.00; and

WHEREAS, the Department of Human and Cultural Services represents that funds are needed for the purchase of security cameras for the McNair Davis Planetarium; and

WHEREAS, Section 21-35-25 of the Mississippi Code Annotated, as amended, states that if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose or purposes for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made; and

WHEREAS, the Department of Human and Cultural Services Fiscal Year 2025-2026 recommends its budget be revised, as follows:

FUNDS TRANSFER FROM:		**FUNDS TRANSFER TO:**	
OTHER PROFESSIONAL SERVICES		DATA PROCESSING	
001 43300 6419	$40,000.00	001 43300 6242	$40,000.00

WHEREAS, this intradepartmental transfer of Forty Thousand Dollars ($40,000.00) is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, as there have been no other budget amendments or revisions to the Fiscal Year 2025-2026 Budget for the Department of Human and Cultural Services and this transfer does not exceed ten percent (10%) of the total budget amount appropriated to the Department of Human and Cultural Services in the Fiscal Year 2025-2026 Budget.

IT IS, THEREFORE, ORDERED that the Department of Human and Cultural Services Fiscal Year 2025-2026 budget be revised as set forth above.

Agenda Item # 24
July 14, 2026
(Junior, Horhn)

DEPARTMENT OF HUMAN AND CULTURAL SERVICES

MEMORANDUM

TO: The Honorable John Horhn,
Mayor

FROM: Pamela D. C. Junior
Director

DATE: July 1, 2026

SUBJECT: **Order authorizing the revision of the FY 2025-2026 budget transferring of funds to provide payment for the purchase of security cameras for the McNair Davis Planetarium.**

The Order will authorize the revision of the FY 2025-2026 budget transferring of funds from the Department of Human and Cultural Services Other Professional Services 001-43300-6419 to Data Processing 001-43300-6242 in the amount of $40,000.00.

If you have questions please let me know.

633 North State Street | P.O. Box 17
Jackson, Mississippi 39205-0017
www.jacksonms.gov

CITY COUNCIL AGENDA

ITEM 10 POINT DATA SHEET

DATE: 07/01/2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Order authorizing revising the 2025-2026 fiscal year budget for the Department of Human and Cultural Services.
2.	**Public Policy Initiative** o Youth & Education o Crime Prevention o Changes in City Government o Neighborhood Enhancement o Economic Development o Infrastructure and Transportation o Quality of Life	Economic Development
3.	**Who will be affected**	The general public
4.	**Benefits**	Provide security cameras for the McNair Davis Planetarium
5.	**Schedule** **(Beginning date)** **(Completion date)**	As soon as approved
6.	**Location:** **Ward:** **CITYWIDE (yes or no)** **(area)** **Project limits if applicable**	Citywide
7.	**Action implemented by:** o Mayor's Office o City Department o Consultant	Department of Human and Cultural Services
8.	**COST**	$40,000.00
9.	**Source of Funding** o General Fund o Enterprise o Grant o Bond **Other**	General Funds From: Other Professional Services 001-43300-6419 $40.000.00 To: Data Processing 001-43300-6242 $40,000.00
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

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE REVISION OF THE FY 2025-2026 BUDGET TRANSFERRING FUNDS TO PROVIDE PAYMENT FOR THE PURCHASE OF SECURITY CAMERAS FOR THE MCNAIR DAVIS PLANETARIUM IN THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES** is legally sufficient for placement in NOVUS Agenda.

DREW MARTIN, CITY ATTORNEY

7/8/26
DATE

Terry Williamson, *Legal Counsel*

25

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 5 TO THE CONTRACT OF FOUNTAIN CONSTRUCTION CO., INC. FOR THE PLANETARIUM RENOVATION PROJECT TO EXTEND THE PROJECT TIME BY EIGHTY-TWO (82) DAYS DUE TO SUPPLIER DELAYS AND TO RECONCILE THE EXPENDITURE OF THE CONSTRUCTION ALLOWANCES

WHEREAS, the City of Jackson executed a contract with Fountain Construction Co., Inc. with a Notice to Proceed date of November 13, 2023, for the Jackson Planetarium Renovations Project; and

WHEREAS, Change Order No. 1 clarifying the amount of liquidated damages was executed May 20, 2024; and

WHEREAS, Change Order No. 2, providing a time extension of 127 days for latent site conditions, was executed September 25, 2024; and

WHEREAS, Change Order No. 3 provided for changes in the layout of the third floor of the planetarium, which included the following additional work at a contract increase amount of $379,594.00:

Demolition of the existing theater dome;
Demolition of existing walls and installation of new framing and gypsum, and the addition of a wall and ceiling around the catwalk;
Installation of HVAC affected HVAC components;
Furnishing of solid surface, low wall caps at planetarium theater;
Fabricating structural and miscellaneous steel;
Steel erection;
Sprinkler system installation;
Installation of stair nosing on raised platform seating;
Furnishing of doors and hardware;
Installation of doors and hardware;
Painting;
Electrical work; and
General construction, including additional bonding, insurance, overhead and profit; and

WHEREAS, Change Order No. 4 provided for 80 additional contract days was due to the anticipated in the delay of delivery of glass, glass framing, and tile in the atrium lobby; and

WHEREAS, Change Order No. 5 reconciles the construction allowances for the project and provides for contract time of an additional 82 days due to actual delays in the delivery of glass and glass framing caused by issues at the glass production facility; and

WHEREAS, the reconciliation of the construction allowances did not change the total amount of the allowances, $545,000.00, but redistributes them as follows:

Agenda Item # 25
July 14, 2026
(Junior, Horhn)

	Original Allowance	(Revised Allowance)
• Contingency:	$250,000	($315,000)
• Inspecting and Testing:	$60,000	($51,500)
• Exhibit Modification:	$50,000	($0.00)
• Construction Fence Graphics:	$20,000	($5,000)
• HVAC Controls:	$165,000	($173,500)

WHEREAS, the Department of Public Works, Engineering Division, recommends the approval of Change Order No. 5 to provide for 82 additional contract days, which is until February 28, 2026.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order No. 5 to the contract with Fountain Construction Co., Inc. for the Planetarium Renovation Project to provide for 82 additional contract days, which is until February 28, 2026, and to reconcile the construction allowances as set forth herein.

IT IS FURTHER ORDERED that the total contract amount of $16,243,676.00 remains the same.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

07/06/2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 5 TO THE CONTRACT OF FOUNTAIN CONSTRUCTION CO., INC. FOR THE PLANETARIUM RENOVATION PROJECT TO EXTEND THE PROJECT TIME BY EIGHTY-TWO (82) DAYS DUE TO SUPPLIER DELAYS AND TO RECONCILE THE EXPENDITURE OF THE CONSTRUCTION ALLOWANCES**
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	1. Youth & Education 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	**Who will be affected**	The Contractor, Surety, City, and lenders participating in the NMTC transaction
4.	**Benefits**	Renovation of an outdated existing facility
5.	**Schedule (beginning date)**	Upon signature by all parties to the Construction Contract
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Planetarium
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	Human & Cultural Services and the Department of Public Works, Engineering Division
8.	**COST**	$16,243,676.00 (Change order does not increase the contract amount)
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	N/A

Revised 2-04

Department of Human & Cultural Services

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

John Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn

From: Pamela D.C. Junior, Director
Department of Human & Cultural Services

Date: July 6, 2025

Subject: Agenda Item for City Council Meeting

Attached, you will find an item for the City Council Agenda for Change Order No. 5 to the Construction Contract for the Jackson Planetarium Renovations.

Change Order No. 5 provides 82 additional contract days, which is until February 28, 2026, for the completion of construction. The additional construction time is warranted because the glass manufacturer was not able to ship the glass for the atrium lobby. The original delay was estimated at 80 days based on information provided by the glass manufacturer. However, further delays were caused by issues at the glass manufacturer's production facilities.

Fountain Construction, Inc. has worked diligently on this project. For Change Order No. 2, Fountain did not increase its general conditions pay item for the full 127-day increase, but chose to work with the City. This change order for additional time does not include an increase for general conditions.

While the current contract has been completed, the renovation of the dome, which is a separate contract, remains under construction, as well as several exhibit installations. My understanding is that the Planetarium should be open to the public this summer, when the renovations and the exhibit installations are complete.

It is the recommendation of this office that this Change Order No. 5 be approved. If you have any questions or comments, please call me.

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 CHANGE ORDER NO. 5 TO THE CONTRACT OF FOUNTAIN CONSTRUCTION CO., INC. FOR THE PLANETARIUM RENOVATION PROJECT TO EXTEND THE PROJECT TIME BY EIGHTY-TWO (82) DAYS DUE TO SUPPLIER DELAYS AND TO RECONCILE THE EXPENDITURE OF THE CONSTRUCTION ALLOWANCES** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, per S.M.
DREW MARTIN, CITY ATTORNEY

7/7/26
DATE

Terry Williamson, *Legal Counsel* TSW

ORDER ACCEPTING THE BID OF FOUNTAIN CONSTRUCTION CO., INC. FOR CONSTRUCTION OF THE JACKSON PLANETARIUM RENOVATIONS PROJECT.

WHEREAS, the Jackson Planetarium Renovations Project, advertised for bids on June 15, 2023 and June 22, 2023; and

WHEREAS, two (2) bids were received in response to the City's advertisement for bids and were opened on July 18, 2023 and

WHEREAS, the bid of Fountain Construction Co., Inc. in the amount of $16,271,786.00 was the lowest bid received and met the specifications, but exceeded the amount allocated for the construction of this project; and

WHEREAS, pursuant to Section 31-7-13 (d) (iv) of the Mississippi Code of 1972, as amended, the architect for this project, CDFL, was able to negotiate a reduction in the bid amount through value engineering of the project to $15,864,082.00; and

WHEREAS, the architect recommends the value engineering revisions to the specifications to the project as shown in the letter attached to this Order and made a part of the minutes of the meeting; and

WHEREAS, the Human & Cultural Services and Department of Public Works recommends that the governing authorities accept the bid of Fountain Construction Co., Inc. at the negotiated amount of $15,864,082.00, which was achieved through value engineering of the project specifications, as the lowest and best bid and authorize the Mayor to execute a contract with said bidder.

IT IS, THEREFORE, ORDERED that the bid of Fountain Construction Co., Inc. for the construction of the Jackson Planetarium Renovations in the total amount of $15,864,082.00 is accepted as the lowest and best bid in accordance with the City's Advertisement for Bidders, said bid, and the specifications on file with the City Clerk.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a contract with Fountain Construction Co., Inc. for said City project in a total amount of $15,864,082.00, consistent with the specifications for the construction of the Jackson Planetarium Renovation, including those changes negotiated and recommended by CDFL through value engineering of the project.

FOUNTAIN CONSTRUCTION COMPANY, INC.
ELECTRICAL - MECHANICAL
SHEETMETAL - EQUIP. SETTING
GENERAL CONSTRUCTION
Ph. (601) 373-4162 FAX (601) 373-4300

Office of Engineering
5655 Highway 18 South
P.O. Box 10506
Jackson, MS 39289-0506

Operations & Warehouse
5655 Highway 18 South
Jackson, MS 39209

August 22, 2023

Attn: Mr. Chris Myers
CDFL
3221 Old Canton Rd
Suite 200
Jackson MS 39216

Re: Jackson Planetarium project contract amount/bid reduction

Mr. Myers:

This letter is to confirm that the attached Value Engineering Options list modifying our July 18, 2023 bid amount as described therein is acceptable to Fountain Construction Company, Inc. The total adjusted contract amount will be $15,864,082.00.

We understand that this amount will be further modified by waiver of permit fee requirements by the City of Jackson but that there will be inspection fees. We agree to further adjustment of our bid amount by permit fee waiver/inspection fees once the inspection fee amount is available from the City of Jackson.

Sincerely,

Brad Fountain
Brad Fountain
President
Fountain Construction Company

August 18, 2023
Jackson Planetarium - Value Engineering Options
Fountain Construction

Item	Description		Savings
1	**Fiber Cement Panels**		
	Delete embossed pattern	$	(9,110.00)
	Change panel thickness to 8 mm from 12 mm	$	(55,050.00)
2	**Delete Window Film matching panel pattern at SF-C**	$	(6,200.00)
3	**EIFS Soffit 1st Floor RCP over Lamar (delete Swisspearl system)**	$	(187,588.00)
4	**Delete weather barrier at 2nd floor soffits**	$	(24,000.00)
5	**Delete Insulated Metal Wall Panels substrate, use 2" rigid on Z clips**	$	(111,460.00)
	Delete insulated metal panel behind single skin panels - redundant		
6	**Change perforated metal panel design**		
	1" perforated, with border/.120 thickness in lieu of 3/16" thick metal	$	(9,048.00)
	Elevator Options		
7	Change polished stainless handrails to brushed stainless	$	(972.00)
8	Change polished stainless ceiling to brushed stainless	$	(4,176.00)
	TOTAL COST SAVINGS	$	(407,704.00)
	Base Bid	$	16,045,000.00
	Base Bid less Cost Savings	$	15,637,296.00
	Alternate 1 - Boiler Replacement	$	226,786.00
	TOTAL PROJECT COST (ADJUSTED)	$	15,864,082.00

Council Member Lindsay moved adoption; **Council Member Grizzell** seconded.

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

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on September 26, 2023. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

CDFL
ARCHITECTS + ENGINEERS PA

JACKSON
3221 Old Canton Rd, Suite 200
Jackson, MS 39216
601.366.3110

BIRMINGHAM
600 Vestavia Pkwy, Suite 212
Vestavia Hills, AL 35216
205.402.8058

May 26, 2026

Lloyd Keller
City of Jackson
PO Box 2779
Jackson, Mississippi 39207

Regarding: **Jackson Planetarium Renovation**
Change Order 005
CDFL Project Number 20-152

Dear Mr. Keller,

Please find attached Change Order #005 for this project. This no-cost change order is for additional time requested by Fountain Construction due to factors described within the attached PCO from the Contractor.

Also included within Change Order #005 are all of the reconciled PCOs (1-71). The total amount of these PCOs comes to $545,000. Please note that original contract sum included allowances for the following:

	Original	(Adjusted)
• Contingency:	$250,000	**($315,000)**
• Inspecting and Testing:	$60,000	**($51,500)**
• Exhibit Modification:	$50,000	**($0,00)**
• Construction Fence Graphics:	$20,000	**($5,000)**
• HVAC Controls:	$165,000	**($173,500)**

Numbers in parentheses indicate the adjusted allowance. The total amount of all allowances as part of the original contract is **$545,000.**

We believe that the request for time is acceptable and based on the exceptional work and support from Fountain Construction, thus far in the project, we recommend approval for this extension of time.

Sincerely,

CDFL Architects + Engineers PA

Chris Myers, AIA
Principal

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)* Jackson Planetarium Renovation Jackson, Mississippi	**CONTRACT INFORMATION:** Contract For: General Construction Date: September 28, 2023	**CHANGE ORDER INFORMATION:** Change Order Number: 005 Date: May 21, 2026
OWNER: *(Name and address)* City of Jackson 219 South President Street Jackson, Mississippi 39201	**ARCHITECT:** *(Name and address)* CDFL Architects + Engineers PA 3221 Old Canton Road, Suite 200 Jackson, Mississippi 39216	**CONTRACTOR:** *(Name and address)* Fountain Construction Co., Inc. Post Office Box 10506 Jackson, MS 39289-0506

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
This Change Order incorporates PCO Nos. 001 through 071, inclusive. The work includes various scope revisions, additions, and credits as detailed in the attached PCO breakdown.

Item #1: PCO 1 Asbestos Abatement	$ 8,500.00
Item #2: PCO 2 Temp Wall Paint	$ 5,000.00
Item #3: PCO 3 Structural Reinforcement of Existing Steel to Support Exterior Stair Landing	$ 4,511.00
Item #4: PCO 5 Replace Storm Drain	$ 28,862.00
Item #5: PCO 6 Testing and Inspection	$ 51,500.00
Item #6: PCO 7 Clean Out for Storm Drain	$ 7,938.00
Item #7: PCO 8 Soil Retainers	$ 8,302.00
Item #8: PCO 9 ASI Elevator Shaft Wall Drywall	$ (5,332.00)
Item #9: PCO 10 Elevator Lobby Demo	$ 6,000.00
Item #10: PCO 11 Asbestos Abatement Stairwell	$ 10,400.00
Item #11: PCO 12 Black Insulation Dome	$ 3,189.00
Item #12: PCO 13 Stairwell Heaters	$ 9,316.00
Item #13: PCO 14 Holes in 3rd Floor Slab	$ 26,172.00
Item #14: PCO 15 Geotech Fabric for Site Stabilization	$ 1,199.00
Item #15: PCO 16 Pavers to Colored Concrete	$ 0.00
Item #16: PCO 18 Slab Elevator for Lobby	$ 3,018.00
Item #17: PCO 19 Credit for Inspection/Permit Fees and Lamar Street Closure	$ (143,255.00)
Item #18: PCO 20 ASI 13 Elevator HVAC	$ 23,718.00
Item #19: PCO 21 AHU Roof Curb Extension	$ 5,060.00
Item #20: PCO 22 ASI 14 Restrooms Wall 2nd Floor	$ 4,335.00

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User Notes: (3B9ADA40)

Item #21: PCO 23 Wall Brackets at 2nd Floor RFI 74	$ 5,440.00
Item #22: PCO 24 ASI 10 Sealant Changes	$ (10,285.00)
Item #23: PCO 25 ASI 18 RFIs #36, 60, 62, 72, and Misc.	$ 26,064.00
Item #24: PCO 27 ASI 08 Parapet Changes	$ 4,307.00
Item #25: PCO 28 ASI 05 Expansion Joint	$ 2,240.00
Item #26: PCO 29 RFI 83 Weak Concrete Under 2nd Floor	$ 2,705.00
Item #27: PCO 30 Revised Helical Piles	$ 200,878.00
Item #28: PCO 31 ASI 17 Canopy Changes	$ 3,217.00
Item #29: PCO 32 ASI 19 Framing Changes	$ 3,220.00
Item #30: PCO 33 New Electrical Service	$ 39,596.00
Item #31: PCO 35 Fire Supression Line	$ 66,580.00
Item #32: PCO 36 HVAC Controls	$ 173,500.00
Item #33: PCO 37 Project Screen, Seating, 2nd Floor Soffit (Credits)	$ (64,373.00)
Item #34: POC 39 Floor Drains in the Arts Center	$ 41,781.00
Item #35: PCO 40 Stair Revision and ASI 27 Additional Sealant (Credits)	$ (40,250.00)
Item #36: PCO 41 Elevator Support Brackets and Existing Roof Leak on Planetarium	$ 13,027.00
Item #37: PCO 42 Repair Existing Cracked Brick at Arts Center Balcony	$ 5,950.00
Item #38: PCO 43 Credit Planters, add knee wall, replace additional floor drains and RFI 141 slab support	$ 0.00
Item #39: PCO 44 Credit to change from metal stud framed exterior soffit to framing soffit with drywall/stucco grid under the plantarium	$ (5,250.00)
Item #40: PCO 45 Paint Structural Steel at the Front of Addition and Piping from Sprinkler under Catwalk	$ 13,800.00
Item #41: PCO 46 Light Fixtures for Rooms 316 and 317, change exit sign at North entrance addition and relocate data and recepticals	$ 8,163.00
Item #42: PCO 47 Credit for 3rd Floor Theater	$ (15,764.00)
Item #43: PCO 48 Credit for Ceiling in Storage Room 109	$ (570.00)
Item #44: PCO 50 Hardware for Door Leading to Roof Hatch	$ 1,113.00
Item #45: PCO 51 Parapet to Wall Flashing RFI 167	$ 1,540.00
Item #46: PCO 52 Credit Change ACM to sheetrock in Elevator Lobby 1	$ (4,108.00)
Item #47: PCO 53 Credit Lighting in Exterior Sign, Credit to remove counterflashing, and Magnetic Holds for doors	$ (352.00)
Item #48: PCO 56 Change Gift Shop Lights as per marked up Submittal	$ 2,227.00
Item #49: PCO 58 Repair Plaster in the SW Stairwell	$ 8,000.00

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User Notes: (3B9ADA40)

Item #50: PCO 60 Credit Planter Box from Island at Drop Off	$ (18,250.00)
Item #51: PCO 61 Add Furdown at North Storefront in Atrium	$ 6,402.00
Item #52: PCO 64 Credit for removing sealed concrete and rubber base	$ (5,098.00)
Item #53: PCO 65 Painting Columns and Exterior Foundation Concrete	$ 3,800.00
Item #54: PCO 67 Restripe Lines on Lamar Street	$ 4,700.00
Item #55: PCO 69 Elevator Phones	$ 10,500.00
Item #56: PCO 70 Add Expansion Joint in Atrium	$ 2,117.00
Item #57: PCO 71 Time Request for delays on glass for store fronts and North Curtain Wall	82 Days
TOTAL ADD CHANGE ORDER #05:	$ 545,000.00

82 additional days are required for the work in this change order.

See letter for explanation that $ 545,000.00 is included as allowance in original contract sum.

The original Contract Sum was	$	15,864,082.00
The net change by previously authorized Change Orders	$	379,594.00
The Contract Sum prior to this Change Order was	$	16,243,676.00
The Contract Sum will be unchanged by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	16,243,676.00

The Contract Time will be increased by Eighty-Two (82) days.
The new date of Substantial Completion will be February 28, 2026

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT	CONTRACTOR	OWNER
CDFL Architects + Engineers PA	Fountain Construction Co., Inc.	City of Jackson
(Firm name)	*(Firm name)*	*(Firm name)*
SIGNATURE	SIGNATURE	SIGNATURE
Chris Myers, AIA, Principal	Brad Fountain, President	John Horhn, Mayor
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
May 21, 2026		
DATE	DATE	DATE

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User Notes: (3B9ADA40)

FOUNTAIN CONSTRUCTION COMPANY

Potiential Change Order for Contract Extension	
PCO # 71	
Time Request for delays on glass for store fronts and North Curtain Wall.	
Scope of Work: Fountain Construction is requesting contract extension due to the delay of delivery of glass, and glass framing. The glass manufacturor had an issue with their production facility. We are currently substantially complete as of February 28th.	
Number of days requested due to glass	82
This will make the new completion date February 28 for the renovation	0
	0
	0
Total Days	**82**

26

OFFICE OF THE CITY ATTORNEY
WS 11712.4

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A SOFTWARE-AS-SERVICE AGREEMENT WITH MY GOVERNMENT ONLINE FOR PERMITTING, LICENSING, PLAN REVIEW, CODE ENFORCEMENT, WORK ORDER MANAGEMENT, AND ENTERPRISE ASSET MANAGEMENT IMPLEMENTATION SERVICES.

WHEREAS, the City of Jackson determined that it is in the City's best interest to procure a unified enterprise municipal software platform providing permitting, licensing, plan review, code enforcement, work order management, and enterprise asset management functionality, and is authorized to enter into a contract for such software and implementation services; and

WHEREAS, the City determined that My Government Online (hereinafter MGO) provides the best value for the City's needs, surpassing the incumbent provider in functionality, cost efficiency, and strategic fit for the City's operational requirements, while providing significant cost savings as compared to the incumbent provider over the term of the agreement; and

WHEREAS, MGO is the product of a Partnership Program founded in the wake of Hurricane Katrina by the Louisiana South Central Planning and Development Commission, established in 1978 under federal and state law to help local governments collaborate and share resources; and

WHEREAS, MGO integrates Planning, Development, Code Enforcement, Permits, Storm Water, Plans Examiner, Public Works, and Constituent Services into a single platform, eliminating data silos and costly inter-system integration while ensuring data consistency across all departments. Additionally, MGO provides a mobile platform with full offline capability, GPS-tagged photo documentation, real-time inspection scheduling, automated citation issuance, and crew-level work order management as well as software updates aligned with the Mississippi State Building Code, integration with the Mississippi State Board of Contractors, Mississippi Historic Tax Credit program tracking, and implementation of applicable records-retention schedules compliant with the Mississippi Department of Archives and History, reducing the City's regulatory and compliance risk; and

WHEREAS, the City and MGO have negotiated and entered into a contract, incorporated herein by reference as if fully included in the text of the order and attached hereto as **Exhibit A**. The Agreement requires an annual subscription fee of $199,000.00. This includes $115,000.00 for the core enterprise software platform and an annual subscription fee of $60,000.00 for the Work Order Management System (WOMS) and Enterprise Asset Management (EAM) modules, comprising $55,000.00 for WOMS across the City's operating divisions and $5,000.00 for EAM asset tracking and registry, and $24,000.00 for GPS Integration, on an all-inclusive software-as-a-service basis covering hosting, support, platform updates, unlimited users, and full configuration; and

Agenda Item # 26
July 14, 2026
(Teeuwissen, Horhn)

WHEREAS, the City agrees to pay a one-time staff-training fee of $14,700.00, covering seven (7) in-person training sessions with the remainder conducted virtually; and

WHEREAS, the City currently uses an alternate provider for many of these services; thus, this service was procured pursuant to the City's Personal and Professional Services Policy, without multiple quotes. An exception to procurement requirements as required by Provision 3.4 of the Policy is attached to this Order as **Exhibit B**; and

WHEREAS, the Department of Administration and Finance recommends that the City enter into a five-year agreement with MGO for the provision of the software and implementation services, with options for annual subscription renewal.

IT IS THEREFORE ORDERED that the Mayor is authorized to enter into an agreement, subject to the approval of the governing authorities, with My Government Online for the provision of permitting, licensing, plan review, code enforcement, work order management, and enterprise asset management software and implementation services, for a five-year term, with options for annual subscription renewal subject to the terms of the agreement.

IT IS FURTHER ORDERED that the City may pay My Government Online an annual subscription fee of $115,000.00 for the core enterprise software platform, a one-time staff-training fee of $14,700.00, and an annual subscription fee of $60,000.00 for the Work Order Management System and Enterprise Asset Management modules, and $24,000.00 for GPS Integration, on an all-inclusive software-as-a-service basis covering hosting, support, platform updates, unlimited users, and full configuration, in an amount not to exceed $1,009,700 for the five-year term.

IT IS FURTHER ORDERED that the City will pay a deposit equal to twenty-five percent (25%) of the contract amount upon execution of the agreement, which deposit shall be fully credited toward the cost of the services at go-live, consistent with the terms of the agreement.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: June 16, 2026

	POINTS	COMMENTS
1.	**Brief Description**	**ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MGO CONNECT (MY GOVERNMENT ONLINE) FOR THE PROVISION OF PERMITTING, LICENSING, PLAN REVIEW, CODE ENFORCEMENT, WORK ORDER MANAGEMENT (WOMS), AND ENTERPRISE ASSET MANAGEMENT (EAM) IMPLEMENTATION SERVICES.**
2.	**Public Policy Initiative** **1. Youth & Education** **2. Crime Prevention** **3. Changes in City Government** **4. Neighborhood Enhancement** **5. Economic Development** **6. Infrastructure and Transportation** **7. Quality of Life**	Quality of life Neighborhood Enhancement Crime Prevention Economic Development Infrastructure
3.	**Who will be affected**	
4.	**Benefits**	
5.	**Schedule (beginning date)**	Upon passage.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	All Wards Yes City Wide
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	Office of the CAO
8.	**COST**	
9.	**Source of Funding** ▪ **General Fund** ■ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	From: 001-450.10-6419
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____ NABE ____ % WAIVER yes ___ no ___ N/A ____

+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
MKS 7/7/26

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO ENTER INTO A SOFTWARE-AS-SERVICE AGREEMENT WITH MY GOVERNMENT ONLINE FOR PERMITTING, LICENSING, PLAN REVIEW, CODE ENFORCEMENT, WORK ORDER MANAGEMENT, AND ENTERPRISE ASSET MANAGEMENT IMPLEMENTATION SERVICES** is legally sufficient for placement in NOVUS Agenda.

Sondra Q. Moncure 7/7/26

Sondra Moncure, *Special Assistant* **Date**

Megan Bennett, *Deputy City Attorney* MKS

COOPERATIVE ENDEAVOR USE AGREEMENT FOR LICENSING MYGOVERNMENTONLINE (MGO) SOFTWARE BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION

SECTION 1. PARTIES AND PURPOSE 2
SECTION 2. DEFINITIONS 2
SECTION 3. LICENSE, DELIVERABLES, AND COPIES 4
SECTION 4. LICENSE RESTRICTIONS 4
SECTION 5. LICENSE FEE 5
SECTION 6. MAINTENANCE AND SUPPORT 5
SECTION 7. LIMITED WARRANTY AND LIMITATION OF LIABILITY 5
SECTION 8: FORCE MAJEURE 6
SECTION 9: OWNERSHIP OF INTELLECTUAL PROPERTY 6
SECTION 10: LICENSEE DATA 6
SECTION 11: PROJECT ABANDONMENT 7
SECTION 12. WAIVER 7
SECTION 13. SEVERABILITY 7
SECTION 14. TERM AND TERMINATION 7
SECTION 15. STANDARD TERMS OF LICENSEE 7
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SECTION 17: FEE SCHEDULE 8
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SECTION 22. CONFIDENTIALITY 13
SECTION 23. MISCELLANEOUS 14
SECTION 24. AUTHORITY 15

Exhibit A

SECTION 1. PARTIES AND PURPOSE

1.1 The City of Jackson, MS ("Licensee" or "City"), located at 219 S. President Street, Jackson, MS 39201.

1.2 The South Central Planning and Development Commission ("Licensor" or "SCPDC") is a regional planning commission and political subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under State Act 472. The statute allows its member governmental entities to collaborate through SCPDC to provide long-range planning, act as a liaison with state and federal entities, provide guidance on current issues affecting government, and offer services to businesses and citizens.

1.3 SCPDC has created a unique suite of government management software modules collectively called MyGovernmentOnline (MGO) software (the "SCPDC Software"). This contract is entered into between the Licensee and SCPDC under Chapter 791 of the Government Code to license the Licensee to use the SCPDC Software under certain terms and conditions.

This INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between SCPDC and the Licensee and describes the terms and conditions under which SCPDC shall license to the Licensee the use of, and provide support for, certain Software (as defined below). In consideration of the mutual promises and the terms and conditions set forth below, the parties agree as follows:

SECTION 2. DEFINITIONS

2.1 "CONFIDENTIAL INFORMATION" means this Agreement, including all its terms and schedules, any addenda signed by both parties, all Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code, machine-readable copies of the Software, source code related to the Software, and any other proprietary information supplied to the Licensee by SCPDC or by the Licensee to SCPDC, and clearly marked as "Confidential Information," including all items defined as "Confidential Information" in any other agreement between the Licensee and SCPDC, whether executed before or after the date of this Agreement.

Notwithstanding anything to the contrary, any information subject to disclosure under Mississippi public records, open records, or freedom of information laws shall not be deemed Confidential Information, regardless of whether such information is marked, identified, or listed as confidential.

2.2 "DOCUMENTATION" means any online help files, instruction manuals, operating instructions, user manuals, and specifications provided by SCPDC that describe the use of the Software, either accompanying the Software or provided to the Licensee at any time.

2.3 "EFFECTIVE DATE" means the later of the dates on which the Licensee and SCPDC have signed this Agreement.

2.4 "UPDATES" refers to changes, improvements, or enhancements made to the SCPDC Software. Updates may include the addition of new features, improvements to existing functionality, bug fixes,

or other modifications aimed at improving performance, usability, or security. Major Updates introduce significant new features or functionalities that enhance the overall capabilities of the software. Minor Updates include incremental changes, performance optimizations, routine maintenance, and minor feature enhancements. SCPDC retains sole discretion in determining the timing, content, and classification of Updates as Major or Minor. Unless otherwise stated, all Updates are deployed seamlessly to the system as part of the continuous improvement of the SCPDC Software.

2.5 "SOFTWARE" means the computer software programs specified in "Fee Schedule" and otherwise provided for Licensee use under this Agreement.

2.6 "USE" means the loading, utilization, storage, or display of the Software by the Licensee for its internal information processing and by end-users accessing the Licensee's website via the Internet.

2.7 "PERMIT" means any type of permit, including, but not limited to, new construction permits, building permits, structure renovation permits, mechanical permits, plumbing permits, gas permits, electrical permits, and sign permits. Multiple permits listed under one number will not be considered a single permit for calculating funds owed to MGO under this Agreement if applicable.

2.8 "LICENSE FEE(S)" means all payments due under this Agreement, including the permit volume package amount, custom quotes and payments for elected add-on modules as detailed in the fee schedule

2.9 "RESPONSE CENTER AND CONTACT PROCEDURE" refers to SCPDC's designated support center located at 5058 West Main Street, Houma, LA 70360, with hours of operation from 8:00 a.m. to 4:30 p.m. Licensee can contact the support team via telephone at 1-866-957-3764 or email at support@mygovernmentonline.org. The primary contact for inquiries or notices is Ryan Hutchinson, Chief Technology Officer (CTO).

2.10 "OPERATIONAL ACCEPTANCE (informally referred to as "live"): The point at which a billable software subscription, or any part thereof, is actively used by the jurisdiction to process real data in support of its operations. It is achieved when the software is utilized for real-world activities. Operational Acceptance may also be determined by (ii) the date the Licensor is notified in writing by MGO that the module's configuration is complete and ready for use, provided the Licensor does not object to its use within 30 days of notification.

2.11 BILLING START DATE: The date on which billing for a software subscription, as outlined in the "Fee Schedule," begins. Billing commences upon achieving "Operational Acceptance". If the Billing Start Date falls in the middle of a month, charges for that month will be prorated accordingly. Each Software Subscription may have a separate billing start date, depending on when the software subscription achieves Operational Acceptance.

2.12 SOFTWARE SUBSCRIPTION: A Software Subscription refers to a specific project type or module provided under this agreement, as identified in the fee schedule. Each subscription can be uniquely configured with distinct options and assigned to individual users.

SECTION 3. LICENSE, DELIVERABLES, AND COPIES

3.1 LICENSE GRANT

(a) (amended) Subject to the terms of this Agreement, MGO grants the Licensee a nonexclusive, nontransferable, royalty-bearing user license during the term of this Agreement to use MGO's Software, accessible via the Internet, on one or more servers controlled by or on behalf of the Licensee, solely for the purpose of utilizing MGO's products. This includes internal use of the Software for providing services to customers, allowing access to the portal for permit research and requests. The license excludes sublicensing, uploading, transferring, or providing direct access to the Software to any third party without prior written consent, including access on a standalone basis. Documentation use is included in connection with this license. **Licensee acknowledges that MGO retains all intellectual property rights in and to the Software, including any enhancements, modifications, and derivative works. The Licensee has no ownership rights in the Software, its source code, or any related intellectual property rights.**

(b) OWNERSHIP: MGO retains all ownership rights, titles, and interests in the Software and reserves all rights not expressly granted. This license does not transfer intellectual property rights or title to the Software, Documentation, or related copyrights, patents, or trademarks. The Licensee may not:

(i) Transfer or sublicense any copies of the Software to third parties.

(ii) Modify, decompile, reverse-engineer, or access the source code of the Software.

(iii) Copy the Software beyond necessary backups or disaster recovery purposes.

(iv) Develop interface products or add-on modules for the Software without MGO's express written permission.

3.2 DELIVERABLES: MGO will provide a web address where the Licensee can access a unique "jurisdiction login" with individual usernames and passwords for authorized users.

3.3 COPIES: Copies of Documentation must retain all proprietary markings, titles, and notices, including copyright and trademark symbols.

SECTION 4. LICENSE RESTRICTIONS

4.1 LICENSEE LIMITATIONS: The Licensee agrees not to:

(a) Sell, lease, license, or sublicense the Software or Documentation.

(b) Decompile, disassemble, or reverse-engineer the Software.

(c) Develop derivative or competitive software based on the Software or Confidential Information.

(d) Use the Software on a service bureau basis.

(e) Provide unauthorized third-party access to the Software without prior consent from MGO.

SECTION 5. LICENSE FEE

5.1 LICENSE FEE: The Licensee will pay fees specified, calculated based on Software use. Transactions housed outside the system to avoid fee obligations are prohibited.

5.2 TAXES: Both parties are tax-exempt, and no taxes are expected. Each party remains individually responsible for any applicable taxes on their employees or property.

5.3 NO OFFSET: The Licensee cannot withhold or offset payments owed under this Agreement against other amounts.

SECTION 6. MAINTENANCE AND SUPPORT

6.1 OBLIGATION: The Licensee must remain current on fee payments to receive Maintenance and Support as outlined. Failure to pay fees is a material breach and may lead to termination of support rights under this Agreement and deactivation of Licensee user accounts.

6.2 SERVICE LEVEL AGREEMENT (SLA) OF MAINTENANCE AND SUPPORT: Maintenance and Support shall be provided based on the severity of the issue reported. For Tier 1 (Low Priority, Non-Critical Issues), SCPDC will respond within one (1) business day, document the issue, and evaluate it for potential inclusion in a future product update. For Tier 2 (Medium Priority, Minor Service Interruptions or Workarounds Required), SCPDC will respond within six (6) hours during standard business hours and provide a patch or workaround within five (5) business days, with the issue resolved or documented in a future product update. For Tier 3 (High Priority, Critical System Failures or Major Service Interruptions), SCPDC will respond within three (3) hours during standard business hours and provide a patch or workaround by the next business day, with a full resolution or documentation included in a future product update. SCPDC will make reasonable efforts to adhere to these response times but reserves the right to prioritize issues to ensure overall system stability and alignment with the development roadmap.

SECTION 7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 WARRANTY: MGO warrants that the Software will perform as documented under normal use during the contract term. In cases of non-conformance, MGO will repair or replace the Software. This warranty applies only if:

(a) The Software is used properly according to instructions.

(b) No unauthorized modifications have been made.

(c) No deviations from Documentation were requested by the Licensee.

Pre-production versions are provided "as-is."

7.2 DISCLAIMER: MGO disclaims all implied warranties, including merchantability, fitness for a particular purpose, and non-infringement. MGO is not responsible for Software issues arising from non-MGO alterations.

7.3 LIMITATION OF LIABILITY: MGO's liability will not exceed the License Fee paid. MGO is not liable for lost profits, business interruptions, or other indirect damages.

7.4 ALLOCATION OF RISK: The terms reflect the allocation of risk and the limitations of liability.

7.5 CLAIMS: Claims must be brought within one year of the cause of action. A cause of action is deemed to occur when the breach.

SECTION 8: FORCE MAJEURE

8.1 FORCE MAJEURE: Neither party shall be liable for failure to perform its obligations under this Agreement (except for payment obligations) if such failure is due to any cause beyond the reasonable control of the affected party, including, but not limited to, acts of God, war, terrorism, strikes, civil disturbance, governmental regulations, fire, flood, natural disaster, or failure of third-party service providers or other technology failures. The party affected by a Force Majeure event shall notify the other party promptly and use commercially reasonable efforts to mitigate the impact of the Force Majeure event. If the Force Majeure event persists for more than 30 days, either party may terminate this Agreement by providing written notice to the other party.

SECTION 9: OWNERSHIP OF INTELLECTUAL PROPERTY

9.1 OWNERSHIP OF INTELLECTUAL PROPERTY: MGO retains all right, title, and interest in and to the Software, Documentation, and any other materials related to the Software, including any intellectual property rights, patents, copyrights, trademarks, and trade secrets associated with the Software. Nothing in this Agreement shall be construed as transferring any intellectual property rights to the Licensee. The Licensee agrees not to challenge, dispute, or interfere with MGO's ownership rights in the Software, Documentation, or any related intellectual property.

9.2 NO TRANSFER OF INTELLECTUAL PROPERTY: The Licensee acknowledges that this Agreement grants only a limited license to use the Software as specified in Section 3.1, and no other rights or licenses in or to any intellectual property of MGO are granted. Any modifications, customizations, or derivative works made by the Licensee or on its behalf shall be the exclusive property of MGO, and the Licensee agrees to assign any rights it may have in such works to MGO without further compensation.

SECTION 10: LICENSEE DATA

10.1 OWNERSHIP OF DATA: SCPDC agrees that all data created by Licensee in the Software system belongs solely to the Licensee and shall be subject to the terms and conditions set forth in this

Agreement regarding Licensee Data. To the extent permitted by law, in the event of the termination or nonrenewal of this Agreement, SCPDC warrants that Licensee's data and any information stored by SCPDC as a result of the Licensee's use of the SCPDC Software will be returned to the Licensee in a commercially reasonable format.

SECTION 11: PROJECT ABANDONMENT

11.1 ABANDONMENT OF DEVELOPMENT AND SUPPORT: Should SCPDC abandon development and support of the MyGovernmentOnline (MGO) system, SCPDC agrees to license the last stable source code release of the Software to the Licensee under an open-source license agreement. The specific open-source license agreement, such as GNU or another comparable license, will be selected by SCPDC at the time of abandonment.

SECTION 12. WAIVER

No waiver of any provision of this Agreement or of a party's rights or remedies under this Agreement will be effective unless in writing. A party's failure, neglect, or delay in enforcing any provision, right, or remedy under this Agreement will not be deemed a waiver of those rights or remedies. Such inaction will not affect the validity or enforceability of any provision of this Agreement or prejudice the party's right to take future action. Except as expressly stated in this Agreement, the exercise or enforcement of any right or remedy under this Agreement will not preclude the enforcement of any other right or remedy available by law or under this Agreement.

SECTION 13. SEVERABILITY

If any term, condition, or provision of this Agreement is found to be invalid, unlawful, or unenforceable, the parties will work in good faith to amend the Agreement to reflect its original intent as closely as possible. If no agreement can be reached, the invalid term, condition, or provision will be severed, and the remaining terms, conditions, and provisions will remain valid and enforceable to the fullest extent permitted by law.

SECTION 14. TERM AND TERMINATION

SCPDC will provide the Licensee with a valid license to use the Software, along with Maintenance and Support, beginning on the Effective Date for an initial term of two (2) years. After the initial term, the license, Maintenance, and Support will automatically renew for successive one (1)-year terms unless the Licensee provides SCPDC with written notice of non-renewal at least ninety (90) days before the expiration of the current term. In consideration of the no upfront cost for the license, configuration, and implementation, the Licensee agrees to pay all monthly fees for the entire initial term before cancellation of the agreement is permitted.

SECTION 15. STANDARD TERMS OF LICENSEE

Any terms, provisions, or conditions set forth in a purchase order, acknowledgment, or other business form issued by the Licensee in connection with the acquisition or licensing of the Software will have

no effect on the parties' rights, duties, or obligations under this Agreement. Such terms will not modify this Agreement, regardless of SCPDC's failure to object to them.

SECTION 16. AMENDMENTS TO THIS AGREEMENT

This Agreement may only be amended by a written document signed by both parties.

SECTION 17: FEE SCHEDULE

17.1 EXPENSES. The License Fee and service fees do not include Reimbursable Expenses. SCPDC will invoice the Licensee for any Reimbursable Expenses approved by the Licensee in writing, which the Licensee agrees to reimburse within 45 days of receipt of invoice. Reimbursable Expenses are defined as costs incurred directly in connection with Authorized On-Site Visits and other services performed under this Agreement, specifically related to travel and transportation, unless otherwise agreed upon in writing. Reimbursement for lodging, mileage, and meals will be based on the Federal GSA per diem rates published on GSA.gov. Travel expenses, including car rentals and airline tickets, will be reimbursed at actual cost. A 10% administrative fee will be applied to the total of all reimbursable expenses.

The Licensee may also elect to pay a flat rate of $3,000 per trainer per trip, not to exceed five (5) business days. Reimbursable Expenses will be invoiced as soon as practical.

17.2 AUTHORIZED ON-SITE VISIT. An "Authorized On-Site Visit" refers to any visit by SCPDC's support staff or trainers to the Licensee's facilities to provide training or other services mutually agreed upon by both parties in writing by the Director of the Department of Administration. Site visits will only be scheduled and conducted after receiving explicit authorization from the jurisdiction. The scope and timing of any on-site visit will be agreed upon in advance.

17.3 LICENSE FEES. The License Fee is billed monthly unless the jurisdiction requests a different payment schedule, which must be mutually agreed upon by the Licensor.

The License Fee is described in this section. If the License Fee is left blank, it is considered unintentional, and the contract shall not be valid, even if signed. License Fees must be specified for any provisions of this Agreement to be valid.

Software Subscriptions Provided Under a Custom Quote: Billing and Cost Provisions

The Jurisdiction has agreed to a custom quote software subscription, attached hereto as Exhibit A and fully incorporated herein by reference. Billing for each software subscription will follow a level billing structure, commencing upon the achievement of "Operational Acceptance" for each individual module. Different software subscriptions may have separate Billing Start Dates based on when each subscription independently achieves Operational Acceptance.

The annual software licensing fees under this custom quote will not exceed **One Hundred Fifteen Thousand Dollars ($115,000) per contract year**, based on the activated software modules, including Permits & Licensing, Planning & Zoning, Code Enforcement (Solutions Center), Business Licensing,

Rental Registration Program, Annual Fire Inspections, and Community Development & Grants Management. Software licensing rates shall remain fixed for the full five (5) year term of the Agreement, with no rate increases.

The annual software licensing fees under this Agreement shall total **Eighty-Four Thousand Dollars ($84,000) per contract year, consisting of Sixty Thousand Dollars ($60,000)** annually for the Public Works Work Order Management System (WOMS) and Enterprise Asset Management (EAM) software subscriptions and **Twenty-Four Thousand Dollars ($24,000)** annually for the GPS Tracking Integration supporting up to one hundred (100) tracked assets. Annual software licensing fees shall remain fixed for the full five (5) year term of the Agreement, with no increases during the initial term.

Upon execution of this Agreement, the City shall pay a deposit equal to twenty-five percent (25%) of the first year's software licensing fees, consisting of Twenty-Eight Thousand Seven Hundred Fifty Dollars ($28,750) for the Community Development software suite and Twenty-One Thousand Dollars ($21,000) for the Public Works software suite, for a **total deposit of Forty-Nine Thousand Seven Hundred Fifty Dollars ($49,750)**. This deposit shall initiate project implementation activities and shall be credited toward the first year's software licensing fees. The remaining Year One software licensing fees shall become due upon go-live of the applicable modules and services.

The GPS Tracking Integration includes support for up to one hundred (100) GPS-enabled assets. Additional GPS units requested during the term of this Agreement shall be subject to additional subscription fees and may require an amendment to this Agreement.

The monthly fee for each subscription shall correspond to the applicable Permit Volume package associated with this Agreement. Volumes for software subscriptions unrelated to permitting shall not impact the applicable pricing tier; only the total Permit Volume determines the pricing level. If, at any point during a calendar year, the total number of permits processed exceeds the agreed-upon Permit Volume, the Licensee shall automatically transition to the higher monthly rate associated with the new Permit Volume level.

Onsite training and implementation support may require travel by MGO personnel. Estimated travel reimbursement for onsite training is based on up to seven (7) onsite training trips at an estimated cost of Two Thousand One Hundred Dollars ($2,100) per trip, for a total estimated amount not to exceed Fourteen Thousand Seven Hundred Dollars ($14,700). MGO shall utilize remote training whenever practicable to minimize travel-related expenses. All travel reimbursements shall be subject to Jurisdiction approval and shall not exceed the amount stated herein without prior written authorization.

No setup and configuration fees, one-time fees, or payment integration fees shall be charged under this Agreement.

The total software licensing obligation under this Agreement shall not exceed Nine Hundred Ninety-Five Thousand Dollars ($995,000) over the five (5) year term, exclusive of any approved travel

reimbursements.

Additional Subscriptions Available (Not Included in This Agreement): Comprehensive ERP Functionality, Virtual Inspections, Public Works, Fleet Maintenance, Asset Management, GPS Tracking, and Grant Management.

17.4 SERVICE FEES. Custom services outside the scope of this Agreement, as mutually agreed upon by the Licensee and Licensor, will be executed through a written scope of services at an hourly rate of $100. For payment provider integrations or changes, a one-time fee of $100 applies for integrations with previously supported payment providers. A one-time fee of $500 applies for integrations with new, unsupported payment providers.

Data import services will be provided at no additional cost if the agreed-upon work does not exceed 30 hours. If the data import requires more than 30 hours, the Licensee will be notified, and SCPDC will provide a detailed quote outlining the scope of work and estimated hours. Work exceeding the initial 30 hours will only proceed after the Licensee provides written approval of the quote. There is no additional charge for ongoing setup and configuration of the software unless otherwise specified in writing.

17.5 OTHER TERMS. SCPDC will invoice the Licensee at the beginning of each month. All invoices are due within 30 days of the invoice date. Payments will be processed in accordance with the Licensee's standard payment procedures. In the event of non-payment, SCPDC reserves the right to suspend services until outstanding balances are paid in full. Any disputes over invoices must be raised within 15 days of the invoice date, otherwise, the amounts will be considered final and payable. Licensing fees will commence accruing on the billing start date. Monthly fees are subject to an annual adjustment of up to 3%. This adjustment will take effect at the beginning of each calendar year, provided the Jurisdiction is notified in writing at least 30 days in advance.

Section 18. GPS Monitoring Services

18.1 Term: The term of the GPS Monitoring Services under this Agreement ("GPS Term") shall commence on the date the first GPS unit is received by Licensee and shall continue for a period of one (1) year.

Thereafter, the GPS Term shall automatically renew for successive one (1) year renewal terms unless Licensee provides written notice of non-renewal to Licensor no later than forty-five (45) days prior to the expiration of the then-current term.

18.2 Deployment of GPS Units: Licensee may request any quantity of GPS units at any time during the GPS Term by providing written notice to Licensor. Licensor shall use commercially reasonable efforts to fulfill such requests in a timely manner.

For each GPS unit delivered to Licensee and ready for installation, Licensor shall establish a corresponding Service Account.

Monitoring Service Fees for each GPS unit shall commence upon Licensee's receipt of the GPS unit, provided such unit is delivered in a condition ready for installation.

Monitoring Service Fees for a GPS unit shall continue to accrue on a monthly basis until such unit is returned to Licensor. Billing for an individual GPS unit shall cease at the end of the billing cycle in which the unit is physically received by Licensor.

Licensee shall be responsible for the care and safekeeping of all GPS units delivered until returned to Licensor.

Notwithstanding the foregoing, Licensee may terminate GPS Monitoring Services upon termination of this Agreement, subject to the minimum service commitment requirements set forth in Section 18.3. Licensee shall make commercially reasonable efforts to return all GPS units to Licensor within a reasonable time under the circumstances, and billing shall continue only through the end of the billing cycle in which such units are returned.

18.3 Minimum Service Commitment Per Unit: Because Licensor provides GPS hardware without an upfront purchase cost, each GPS unit delivered under this Agreement is subject to a minimum service period of twelve (12) months from the date Monitoring Service Fees commence for that specific unit ("Unit Service Period").

The purpose of the Unit Service Period is to allow Licensor to recover the cost of equipment, configuration, and deployment associated with each unit.

If Licensee elects to discontinue use of a GPS unit prior to completion of its Unit Service Period, Licensee shall remain responsible for Monitoring Service Fees through the end of that Unit Service Period.

If this Agreement expires or terminates for any reason before completion of the applicable Unit Service Period for any GPS unit, Licensee shall remain responsible for Monitoring Service Fees for the remainder of the Unit Service Period for each affected unit.

Notwithstanding the foregoing, Licensee may terminate GPS Monitoring Services upon termination of this Agreement, provided that Licensee has satisfied at least twelve (12) months of Monitoring Service Fees for each applicable GPS unit. Following such termination, Licensee shall make commercially reasonable efforts to return all GPS units to Licensor within a reasonable time under the circumstances. Billing for each unit shall continue only through the end of the billing cycle in which such unit is returned, in accordance with Section 18.2.

Upon completion of the Unit Service Period, Licensee may discontinue service for an individual GPS unit by returning the unit to Licensor, at which time billing shall cease in accordance with Section 18.2.

18.4 Equipment and Compatibility: Licensor may provide CalAmp model GPS units or other commercially reasonable GPS devices compatible with Licensor's monitoring platform. Licensor reserves the right to substitute equivalent or improved models as technology evolves, provided overall functionality is not materially reduced.

18.5 Purchase, Installation, and Ownership

(A) Licensor shall procure GPS units necessary to provide monitoring services unless otherwise agreed in writing.

(B) Licensee shall be solely responsible for coordination and payment of installation costs.

(C) Unless otherwise agreed in writing:

- Ownership of GPS units and SIM cards supplied by Licensor as part of the monitoring service shall remain with Licensor.
- Ownership of Licensee-owned GPS units reprogrammed for use with Licensor's monitoring system shall remain with Licensee.
- SIM cards or embedded communication components provided by Licensor shall remain the property of Licensor.
- Notwithstanding the foregoing, any GPS equipment purchased in full by Licensee shall remain the property of Licensee.

18.6 Removal Upon Termination: Upon termination or expiration of GPS Monitoring Services, Licensor may request return of GPS units and related property owned by Licensor.

Such request must be made within thirty (30) days of termination. Licensee shall remove and return such equipment at its expense within a reasonable time under the circumstances.

18.7 Repair and Replacement: Licensor shall be responsible for replacement of GPS units damaged or rendered inoperable through no fault of Licensee.

If a GPS unit or related property owned by Licensor is damaged, destroyed, or rendered inoperable due to the negligence or intentional acts or omissions of Licensee or its employees, agents, officers, or contractors, Licensee shall be responsible for either:

1. Replacing the damaged equipment with equipment of equal functionality; or
2. Paying Licensor the then-current replacement cost of the damaged equipment.

Normal wear and tear shall not constitute damage.

SECTION 19. GOVERNING LAW

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

SECTION 20. VENUE

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

SECTION 21. NOTICES

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated below, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

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

If to the City of Jackson:

Office of the City Attorney
401 E. Capitol Street
Suite 300
Jackson, MS 39201
Attn: City Attorney

AND

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

If to the Licensor:

Ryan Hutchinson,
Chief Technology Officer
MyGovernmentOnline (MGO)
5058 West Main St.
Houma, LA 70360
Support@mygovernmentonline.org

SECTION 22. CONFIDENTIALITY

22.1 Subject to the open records laws of the State of Mississippi, 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 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, or (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. 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.

22.2 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, or the records shall be released. 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 Agreement. Each party agrees that it will disclose confidential information only to those employees who have a right and need to know, and shall require its employees, agents, and subcontractors to comply with the requirements of this provision and the requirements of the provisions herein titled "Public Statements" and "Rights in Data."

SECTION 23. MISCELLANEOUS

23.1 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.

23.2 The City does not waive its Constitutional Eleventh (11th) Amendment immunity. U.S. Const. Amend. XI.

23.3 Any references to the City waiving its right to a trial by jury are deleted. Miss. AG Op., Chamberlin (October 18, 2002).

23.4 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).

23.5 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).

23.6 Any references to the City waiving any cause of action it may have against the Vendor or any other party as a result of the Vendor's breach of the contract, or the Vendor's own negligence or willful misconduct or the negligence or willful misconduct of the Vendor'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).

23.7 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).

23.8 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).

23.9 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.

SECTION 24. AUTHORITY

Each party represents that it (a) has the power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and (b) has taken all necessary action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of such party and constitutes a legal, valid and binding obligation of such party and is enforceable against it in accordance with its terms subject to the effects of bankruptcy, insolvency, or other laws of general application affecting the enforcement of creditor rights and judicial principles affecting the availability of specific performance and general principles of equity, whether enforceability is considered a proceeding at law or equity.

SIGNATURES

LICENSOR: South Central Planning & Development Commission (SCPDC)

_____

Kevin Belanger, CEO

Date: _____

LICENSEE:

_____

City of Jackson, MississippiJohn Horhn, Mayor

Date: _____

CITY OF JACKSON, MISSISSIPPI
EXCEPTION TO PROCUREMENT POLICY

TO:	Purchasing Division
FROM:	Office of the Chief Administrative Officer
DATE:	June 16, 2026
SUBJECT:	Exception to Procurement Policy – Personal/Professional Services Contract (MGO Platform)

PURPOSE

Pursuant to the City of Jackson Procurement Policy and Mississippi Code Annotated § 31-7-13(m), this memorandum formally documents an Exception to Procurement Policy for the award of a direct government-to-government contract for the My Government Online (MGO) software platform operated by the South Central Planning and Development Commission (SCPDC).

LEGAL BASIS FOR EXCEPTION

The City of Jackson may lawfully bypass competitive bidding requirements under one or both of the following statutory pathways:

Pathway 1 – Government-to-Government Exemption (Primary): Mississippi Code Annotated § 31-7-13(m)(vi) explicitly excepts from competitive bidding any technology products, software, or services furnished by another governmental entity, public agency, or political subdivision. SCPDC is a political subdivision and regional planning commission established under Louisiana law. MGO is publicly owned and operated infrastructure, not a commercial vendor product.

Pathway 2 – Interlocal Cooperation Act of 1974 (Supplemental): Under Miss. Code Ann. § 17-13-1, the City may enter into an Interlocal Cooperation Agreement with SCPDC for the joint exercise of governmental powers, including shared technology infrastructure for electronic permitting, plan review, and inspection tracking for vehicles and municipal assets.

The Mississippi Procurement Manual, Chapter 7 (Intergovernmental Relations), further affirms that any public procurement unit may acquire commodities from another public procurement unit or external procurement activity as authorized under Sections 31-7-7 and 31-7-13 of the Mississippi Code.

JUSTIFICATION FOR EXCEPTION

This contract is being awarded without competition based on the following findings:

1. Governmental Entity Status: SCPDC/MGO qualifies as an external procurement activity (governmental body) under the Mississippi Procurement Manual, Chapter 7, and therefore falls within the intergovernmental purchasing exemption.

2. No Equivalent Commercial Alternative: MGO is a purpose-built, publicly owned permitting and plan review platform designed exclusively for government use. No commercially available product provides an equivalent government-to-government transaction model at comparable public sector pricing.

3. Best Interest of the City: Direct contracting with SCPDC eliminates commercial software markups, leverages shared public-sector infrastructure, and reduces administrative overhead. This serves the best financial and operational interests of Jackson taxpayers.

4. Operational Necessity: The City requires modernized electronic plan review, housing grant tracking, public works work order system (WOS), built in citizen services app, building permitting, code

Exhibit B

enforcement, and automated inspection scheduling to meet current service demands. The MGO platform directly addresses these identified operational needs.

5. Precedent: Other Mississippi municipalities, including the City of Bay St. Louis, have successfully procured MGO under this same exemption framework without issuing a Request for Proposals (RFP).

VENDOR INFORMATION

Vendor/Entity: South Central Planning and Development Commission (SCPDC) – My Government Online (MGO) Platform - www.mygovernmentonline.org

Entity Type: Political subdivision / Regional planning commission (State of Louisiana)

Description of Services: Electronic plan review, building permitting, automated inspection scheduling, and data hosting services for the City of Jackson

Estimated Contract Value:

Funding Source: General Fund and Department Funds Currently Spent On OpenGov/Viewpoint

SUPPORTING DOCUMENTATION

The following documentation is attached and will be maintained in the City's financial system as a public record:

- MGO Exception to Procurement Policy Template (City of Jackson)
- MGO Purchase Division Justification Memorandum
- Mississippi Procurement Manual, Chapter 7 – Intergovernmental Relations
- Proposed Resolution of the City Council authorizing the MGO contract under § 31-7-13(m)
- SCPDC governmental entity verification letter (to be obtained from MGO)
- Cost/pricing data or written justification for current software cost Opengov/Viewpoint (attached)

REQUIRED APPROVALS

Title	Name	Signature	Date
Department Director	Nathan Slater		6-16-26
City Attorney	Drew Martin, Esq.	Drew Martin	6/16/26
Chief Financial Officer	Jillian Caldwell	Jillian Caldwell	6/17/26
Chief Administrative Officer	Pieter Teeuwissen, Esq.		6.17.26
Mayor	John Horhn		6/17/26

PURCHASING DIVISION USE ONLY

☐ Documentation reviewed and approved

Reviewer: _____ Date: _____

☐ Purchase order issued

PO Number: _____ Date Issued: _____

OPENGOV

OpenGov Inc.
PO Box 41340
San Jose, CA 95160
United States

Quote Number:	OG-00MS4092		
Created On:	4/3/2023	**Prepared By:**	Jenny Russell
Order Form Expiration:	6/12/2023	**Email:**	jrussell@opengov.com
Subscription Start Date:	6/13/2023	**Contract Term:**	39 Months
Subscription End Date:	[illegible]		

Customer Information

Customer:	City of Jackson, MS	**Contact Name:**	Frank Melton
Bill To/Ship To:	200 S President St. Jackson, Mississippi 39201-4702 United States	**Email:**	fmelton@city.jackson.ms.us

Quote Details

Billing Frequency: Annually in Advance
Payment Terms: Net Thirty (30) Days

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee
Open Data Portal Level II - PRORATED *Dashboards, Story Builder, Reporting & Analysis, Financial Integration*	6/13/2023	9/30/2023	$24,357.82
Permitting & Licensing - Unlimited Service Areas - PRORATED *MATIAssessor Sytem & Flags, Esri ArcGIS Integration*	8/1/2023	9/30/2023	$14,724.00
Premium Support & Integrations *Autofill Interface, Advanced Reporting Integration*	10/1/2023	9/30/2024	$14,595.00
Permitting & Licensing - Unlimited Service Areas *MATIAssessor Sytem & Flags, Esri ArcGIS Integration*	10/1/2023	9/30/2024	$92,761.20
Open Data Portal Level II *Dashboards, Story Builder, Reporting & Analysis, Financial Integration*	10/1/2023	9/30/2024	$85,252.37
Premium Support & Integrations *Autofill Interface, Advanced Reporting Integration*	10/1/2024	9/30/2025	$15,324.75
Permitting & Licensing - Unlimited Service Areas *MATIAssessor Sytem & Flags, Esri ArcGIS Integration*	10/1/2024	9/30/2025	$97,399.26
Open Data Portal Level II *Dashboards, Story Builder, Reporting & Analysis, Financial Integration*	10/1/2024	9/30/2025	$89,514.98
Premium Support & Integrations *Autofill Interface, Advanced Reporting Integration*	10/1/2025	9/30/2026	$16,090.99
Permitting & Licensing - Unlimited Service Areas *MATIAssessor Sytem & Flags, Esri ArcGIS Integration*	10/1/2025	9/30/2026	$102,269.22
[illegible]	[illegible]	[illegible]	[illegible]

Annual Subscription Total: See Billing Table

Billing Table:

Billing Date	Amount Due

June 13, 2023	$24,357.82	
August 1, 2023	$14,724.00	
October 1, 2023	$192,608.57	*(Full Subscription Renewal)*
October 1, 2024	$202,238.99	*(Full Subscription Renewal)*
October 1, 2025	$212,350.94	*(Full Subscription Renewal)*

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at PO Box 41340, San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") executed by the parties and attached, or if no such SSA is executed or attached, the SSA at https://opengov.com/terms-of-service and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

City of Jackson, MS

Signature:

Name:

Title:

Date:

OpenGov, Inc.

Signature:

Name:

Title:

Date:

MyGovernmentOnline
CREATED BY GOVERNMENT FOR GOVERNMENT

Work Order Management (WOMS) and Enterprise Asset Management (EAM) Quote for the City of Jackson, MS

JACKSON MISSISSIPPI

Date: April 16, 2026

Division	Annual Subscriptions
Streets / Road Maintenance	$8,000
Drainage / Bridges	$7,500
Parks & Grounds	$5,000
Facilities / Buildings	$12,000
Solid Waste / Sanitation	$7,500
Traffic / Signs & Signals	$6,000
Engineering	$4,000
Fleet Management (WOMS)	$5,000

WOMS Subtotal: $55,000 annually

Enterprise Asset Management (EAM) – Supporting Layer

Asset Tracking & Registry (Light Configuration): $5,000 annually

EAM Subtotal: $5,000 annually

Total Annual Subscription

$60,000 per year (All-In SaaS Pricing)
Includes hosting, support, updates, unlimited users, and configuration of all divisions.

Optional Add-On

GPS Tracking Integration (100 Units):
$20 per unit/month = $2,000/month ($24,000 annually)

Deposit

25% deposit is due at contract signing and will be fully credited at go-live.

CITY OF JACKSON, MISSISSIPPI

TO: Pieter Teeuwissen, Chief Administrative Officer
FROM: Von Anderson
DATE: May 29, 2026
RE: Enterprise Software Selection — Recommendation to Adopt MGO Connect

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It is my recommendation that the City of Jackson adopt MGO Connect as its enterprise municipal software platform, having determined through comprehensive evaluation that it surpasses OpenGov in functionality, cost efficiency, and strategic fit for our city's operational needs.

Justification

1. Mississippi-Specific Compliance & Regulatory Alignment

MGO Connect is purpose built for municipalities like Jackson, providing updates aligned with the Mississippi State Building Code, integration with the MS State Board of Contractors, Mississippi Historic Tax Credit program tracking, and records retention schedules compliant with the MS Department of Archives & History. These features eliminate manual compliance workarounds and reduce regulatory risk capabilities OpenGov does not offer.

2. Significantly Lower Total Cost of Ownership

Over a five year period, MGO Connect delivers a projected cost savings of $486,754.70 for the City of Jackson when compared to OpenGov. The City is currently paying $212,350.94 annually with OpenGov, subject to a 3% escalation clause each year, resulting in a five year total of approximately $849,403.76, and that figure does not account for the compounding effect of the annual increases.

By contrast, MGO Connect's comprehensive five year package is priced at $115,000 in subscription fees annually, or $575,000 over five years in costs, and $14,700 for onsite staff training 7 in person & the remaining virtually, bringing the total investment to $589,700. More importantly, MGO Connect locks in a 0% annual increase on implementation fees, providing the City with the long term budget certainty that OpenGov simply cannot offer.

Furthermore, MGO Connect's proposal includes capabilities that OpenGov's comparable package does not without a substantial price specifically, Work Order Management, Enterprise Asset Management, and Fleet Tracking, which carry an additional investment of $55,000, bringing the MGO Connect grand total to $644,700 over five years.

When comparing true apples-to-apples total cost of ownership, the City of Jackson would pay $644,700 with MGO Connect versus $849,403.76 with OpenGov, which is a savings of $204,703.76, or approximately 24% — while simultaneously gaining mission critical public works functionality that OpenGov's offering excludes entirely at our valued price point. This represents not just a smarter financial decision, but a more complete and future ready technology investment for the City of Jackson.

3. Unified Platform That Eliminates Data Silos

Unlike OpenGov's fragmented, multi-product architecture, MGO Connect integrates Planning, Development, Code Enforcement, Permits, Storm Water, Plans Examiner, Public Works, and Citizen Services within a single platform. This eliminates costly inter-system integration, reduces maintenance burden, and ensures data consistency across all departments a meaningful operational advantage for a city of Jackson's size and complexity.

4. Superior Field, Mobile, and Offline Capabilities

MGO Connect's mobile first design with full offline capability addresses a critical operational need for City of Jackson inspectors and code enforcement officers working in areas with limited connectivity. The platform supports GPS tagged photo documentation, real-time inspection scheduling, automated citation issuance, and crew level work order management across all Public Works divisions along with fleet tracking capabilities where OpenGov falls materially short.

5. Faster Implementation & Stronger Local Support

MGO Connect's 6–9 month implementation timeline, reduces disruption and accelerates time to value after integration. The platform includes 120 hours of training (vs. 40 hours with OpenGov), 24/7 emergency support, and a 1-hour priority response. MGO's implementation team has established references in Baton Rouge, Gulfport, Bay St. Louis, Hernando, Pearl River County, and Tate County, providing directly comparable Mississippi municipal experience.

6. Work Order Management (WOMS) and Enterprise Asset Management (EAM)

MGO Connect's WOMS and EAM modules provide the City of Jackson with a fully integrated, department level solution for managing public works operations, infrastructure maintenance, and asset tracking across all divisions. Based on MGO's formal quote dated April 16, 2026, the following subscription structure has been proposed:

Work Order Management System (WOMS) — Annual Subscriptions by Division

Division	Annual Subscription
Streets / Road Maintenance	$8,000
Drainage / Bridges	$7,500
Parks & Grounds	$5,000
Facilities / Buildings	$12,000
Solid Waste / Sanitation	$7,500
Traffic / Signs & Signals	$6,000
Engineering	$4,000
Fleet Management (WOMS)	$5,000

WOMS Subtotal: $55,000 annually

Enterprise Asset Management (EAM) — Supporting Layer

Asset Tracking & Registry (Light Configuration): $5,000 annually

EAM Subtotal: $5,000 annually

Total Annual WOMS + EAM Subscription

$60,000 per year (All-In SaaS Pricing). This all-inclusive rate covers hosting, support, platform updates, unlimited users, and full configuration across all eight divisions listed above.

Optional Add-On — GPS Fleet Tracking Integration

GPS Tracking Integration for 100 fleet units is available at $20 per unit/month ($2,000/month; $24,000 annually). This optional module directly supports the fleet tracking capabilities referenced in Section 4 and is recommended for evaluation during contract negotiations.

Contract Deposit

A 25% deposit is due at contract signing and will be fully credited toward the cost at go-live, consistent with MGO's standard SaaS agreement terms.

The WOMS and EAM modules integrate directly with MGO Connect's unified platform, enabling real-time work order dispatch, preventive maintenance scheduling, asset lifecycle tracking, and crew level reporting. This eliminates the need for a separate standalone asset management system and closes a critical operational gap that OpenGov's product suite does not address at comparable cost or depth.

Risk Mitigation

Implementation risk is substantially mitigated by MGO Connect's phased deployment approach, Louisiana-based implementation team, and proven track record in comparable jurisdictions. Reference sites in Baton Rouge, Gulfport, and Bay St. Louis are available for direct consultation. The platform's 99.9% uptime SLA, 4-hour disaster recovery window, and comprehensive staff training program further reduce operational risk during and after transition.

Proposed Next Steps

Upon your approval, I recommend the following immediate actions:

(1) Authorize government to government negotiations with MGO Connect (primary contact: Ken Jenkins); Mississippi Code 31-7-13 and Mississippi Code 17-13-5

(2) Finalize implementation schedule by end of June 2026;

(3) Initiate data migration planning and change management in Month 2;

(4) Commence Phase 1 implementation covering Permitting, Inspections, Community Improvement, Housing, Public Works, and Human and Cultural Services in Month 3;

(5) Evaluate and finalize the optional GPS Fleet Tracking add-on ($24,000/annually) as part of the WOMS module activation.

27

ORDER RATIFYING THE SUBMISSION OF A CERTIFIED LOCAL GOVERNMENT GRANT APPLICATION TO THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY FOR A CERTIFIED LOCAL GRANT FOR FISCAL YEAR 2026 AND FURTHER AUTHORIZING THE MAYOR TO ACCEPT FUNDS AWARDED AND EXECUTE THE MEMORANDUM OF AGREEMENT FOR AN EDUCATION, TRAINING, AND PUBLICITY PROJECT BENEFITTING THE BEHALVEN HISTORIC DISTRICT

WHEREAS, the Department of Planning and Development, the Historic Preservation Division, submitted a grant application to the Mississippi Department of Archives and History in February 2026 for the purpose of implementing an education, training, and publicity project in the Belhaven Historic District; and

WHEREAS, the Mississippi Department of Archives and History provided notice to the City of Jackson that it was awarding funds for the project and requested that the mayor execute a Memorandum of Agreement by July 1, 2026; and

WHEREAS, this grant is to allow for the revision of the Belhaven and Belhaven Heights design guidelines to reflect current best practices, local context, and regulatory clarity, as well as providing consistency with local ordinances and preservation policies. Additionally, an annual district notice will be developed to outline preservation, incentives, tax credits, ordinance responsibilities, and review processes to district property owners; and

WHEREAS, the Greater Belhaven Foundation will contribute the City of Jackson's required match; and

WHEREAS, the Department of Planning and Development requests that the governing authorities for the City of Jackson ratify the submission of the CLG FY 2026 matching grant because it serves the best interest of the City; and

WHEREAS, MDAH requires submission of material layout and text before Belhaven and Belhaven Heights design guidelines and annual notice are finalized; and

WHEREAS, the Mississippi Department of Archives and History's funding for the project totals $15,000.00 and requires an equal match of $15,000.00 from the City of Jackson; and

WHEREAS, the terms of the Memorandum of Agreement between the Mississippi Department of Archives and History and the City of Jackson contain the following terms:

1. **Work Program**

This grant is for a Historic marketing/publications project to be completed in Jackson, Hinds County. The Grantee shall carry out project work as specified in the "Work Program" for this project, which is hereby incorporated into and made a part of the Memorandum of Agreement as **Attachment A**.

The approved work program, products, and performance/reporting milestones may not be altered without prior written approval from the Certified Local Government Grants Administrator of the Historic Preservation Division, Department of Archives and History.

All products produced with assistance of this grant must be in compliance with the applicable Secretary of the Interior's *Standards for Archaeology and Historic Preservation.*

Agenda Item # 27
July 14, 2026
(Brown, Horhn)

2. Period of Performance

All work carried out as part of this grant-assisted project shall be conducted between the latest date of the signature of either the State Historic Preservation Officer or the Mayor of Jackson and **August 1, 2027. Extensions will not be given to late or incomplete projects.**

3. Compensation

Anticipated Project Cost: **$ 30,000.00**

The Grantee is expected to be able to cover all costs incurred during the course of the project, prior to reimbursement of the grant funds. Compensation to the Grantee shall be on a ***matching basis***. The Grantee is required to provide ***at least*** a 50% of match of the final project cost.

Subject to receipt of funds from the National Park Service and to successful completion of all project work activities, MDAH, agrees to ***reimburse*** the Grantee $ **15,000** or 50% of eligible final project costs, ***whichever is less***, based on the following conditions:

a. Submission of all project completion materials to MDAH, as outlined in Section 9 below no later than **August 1, 2027**. A Project Completion Report shall accompany the completed materials.

b. **Two (2)** copies of an acceptable reimbursement request and auditable records, as specified in the Historic Preservation Fund Grants Manual, must be submitted to MDAH no later than **August 31, 2027.** Acceptable federal and nonfederal share supporting documentation needed to substantiate billing (i.e., timesheets, copies of front and back of canceled checks, etc.) must be submitted by Grantee prior to reimbursement.

c. The Grantee agrees to maintain all financial and administrative documents and records pertaining to the full life-cycle of the grant, for a period of not less than five years after completion of the project. The State Department of Audit, the State Historic Preservation Officer, the National Park Service, the Department of the Interior, the Comptroller of the United States, and any of their duly authorized representatives shall have access to grant records for audit purposes.

4. Allowable Costs

Allowable costs are those costs documented to the satisfaction of MDAH, that conform to the approved project budget and that are determined by MDAH to:

a. Meet federal requirements for the program;

b. Be necessary and reasonable to the completion of project work;

c. Have been incurred for project work during the period of the grant.

5. Personnel Selection

Project personnel shall have qualifications appropriate to the major work elements of the project, and may include Grantee staff members, private consultants, or university students and non-paid volunteers, if under the supervision of a qualified principal investigator who must have qualifications in the areas of history and architectural history, preferably with historic preservation experience.

The Grantee may utilize small purchase procedures (as specified in NPS-49, Chapter 17-Procurement Standards, H. 1.) when projects do not exceed $100,000. Grantees shall further comply with state and local small purchase dollar limits. When the project exceeds the federal, state, or local amount, the Grantee must utilize competitive negotiation procedures (competitive sealed bids) for procurement of architectural/engineering professional services, whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Resumes, references, and past work experience may be evaluated to assess professional qualifications.

The Grantee shall maintain records sufficient to detail the significant history of procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejections, and the basis for the cost or price. Prior to reimbursement for expenditures, the Grantee must forward to the Department of Archives and History evidence of compliance with federal competitive procurement requirements for professional services and subcontracts.

6. Contracts

In addition to provisions defining a sound and complete procurement contract, any recipient of federal grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontract as required by these provisions, Federal law or the National Park Service:

a. Contracts other than small purchases shall contain provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanction and penalties as may be appropriate.

b. All contracts shall contain suitable provisions for termination by the Grantee, including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

c. All contracts awarded by the Grantee shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

d. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or subgrantee 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 Grantee shall retain the possibility of reprinting any publications by including in any consultant contract a requirement that the consultant waive any claim to a copyright.

7. Professional Supervision

The Grantee agrees to appoint a **project coordinator** whose professional qualifications have received prior approval of the Historic Preservation Division to ensure that the work conforms to the approved work program and to provide the necessary standard of professional conduct required for this project under the federal program regulations. **The project coordinator will be responsible for completing the grant reports as outlined in Section 8 below and for ensuring that all project materials are submitted by the consultant.** The staff of the Historic Preservation Division will maintain regular contact with the project coordinator and will provide necessary and reasonable amounts of training, advice, or technical assistance as required for the successful completion of project work.

8. Reports

The Grantee will be required to submit Grant Progress Reports (both programmatic and fiscal) on **October 23, 2026; January 22, 2027; and April 23, 2027,** as well as the Project Completion Report on **August 1, 2027** and the Reimbursement Request (with supporting materials) by **August 31, 2027.**

The Grantee shall contact MDAH's Certified Local Government Grants Administrator **immediately** if any situation should arise which will affect the timely or successful completion of this project and/or the final report of materials.

9. Project Completion Materials

The Grantee agrees to submit final completion materials and a summary narrative **Project Completion Report** by **August 1, 2027,** in a format consistent with the Secretary of the Interior's *Standards for Archaeology and Historic Preservation* and as specified by the Historic Preservation Division.

The Grantee shall submit any materials or reports requiring review or revision by MDAH in a timely manner so as to ensure that final materials are submitted no later than **August 1, 2027.**

A final expense summary, due **August 31, 2027,** shall be detailed by each budget category and indicate which items were charged to each source of funding (federal and non-federal).

Any Grantee that is required to have an audit conducted in accordance with the Single Audit Act (A-128) shall submit to MDAH a copy of the audit (or audits) for the time period covered by this grant, within three months following completion of the audit(s).

10. Acknowledgment of Federal Assistance

Federal grant assistance shall be acknowledged in any public announcements, news releases, articles, publications, audio-visual materials, and pertinent presentations that the Grantee produces or initiates. The acknowledgment format is detailed in the **Attachment B** and shall substantially state that the project has been funded with the assistance of a matching grant-in-aid from the National Park Service of the US Department of the Interior, through the Mississippi Department of Archives and History, under provisions of the National Historic Preservation Act of 1966.

The copyright for any publication resulting from this agreement shall be available to the Grantee. The Grantee agrees to, and awards to the United States Government and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for Government purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

11. General Provisions

The Grantee agrees to comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices. The Grantee further agrees to comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal grant program, including the Single Audit Act of 1984 for state and local governments or the audit requirements of OMB Circular A-110 for universities and nonprofit organizations. In addition to the terms detailed in this agreement, all federal requirements governing grants (OMB Circulars A-87 or A-122, A-102 or A-110, and A-128) are applicable. The Grantee agrees to abide by all assurances made part of this agreement as **Attachments C**.

Grant funds shall not be disbursed for any project of activity that does not evidence that:

c. Planned work has been accomplished within the scope of the subgrant or contractual agreement summarized in the Work Program **(Attachment A)**

d. Work was done according to the applicable Secretary's *Standards for Archaeology and Historic Preservation.*

e. Work was done in accordance with the terms and conditions of the applicable Historic Preservation Fund grant.

In circumstances where funds are disbursed for ineligible activities, such costs shall be returned to the MDAH by the Grantee.

12. Termination of Agreement

This agreement may be terminated short of conclusion due to one of the following situations:

a. Termination for Cause - MDAH may terminate any grant, in whole or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the terms and conditions of the grant. MDAH will promptly notify the Grantee in writing of the termination and the reasons for the termination, together with the effective date. Payments made to Grantees or recoveries by MDAH under grants terminated for cause will be in accordance with the legal rights and liabilities of the parties.

b. Termination for Convenience - MDAH or the Grantee may terminate grants of subgrant projects in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.c. Termination by Grantee - The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant, although MDAH must be notified in writing. Once initiated, no grant finance with HPF assistance shall be terminated by a Grantee prior to satisfactory completion without the approval of MDAH. After the initial payment, the project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and MDAH. Requests for termination prior to completion must fully explain the reasons for the action and detail the proposed disposition of the uncompleted work.

When a grant is terminated, the Grantee will not incur new obligations for the terminated portion after the effective date of termination. The Grantee will cancel as many outstanding obligations as possible. The MDAH will allow full credit to the Grantee for the federal share of the noncancelable obligations properly incurred by the Grantee prior to the termination. Costs incurred after the effective date of the terminations will be disallowed.

ATTACHMENT A: WORK PROGRAM

1. This project will include the revision of the Belhaven and Belhaven Heights Design Guidelines to reflect current best practices, local context, and regulatory clarity, as well as providing consistency with local ordinances and preservation policies. Additionally, an annual historic district notice will be developed to outline preservation incentives, tax credits, ordinance responsibilities, and review processes to district property owners.

2. MDAH requires submission of material layout and text before the Belhaven and Belhaven Heights Design Guidelines and annual notice are finalized.

ATTACHMENT B: Acknowledging Federal Assistance

An acknowledgment of National Park Service and Mississippi Department of Archives and History support must be made in connection with the publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, any activity supported by this grant. This acknowledgment shall be in the form of the following statement:

This publication has been financed in part with Federal funds from the National Park Service, U. S. Department of the Interior, through the Historic Preservation Division of the Mississippi Department of Archives and History. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior or the Mississippi Department of Archives and History, nor does the mention of trade names, commercial products or consultants constitute endorsement or recommendation by these agencies. This program received Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U. S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office of Equal Opportunity National Park Service 1849 C Street NW, Washington DC 20240.

ATTACHMENT C: Assurances Non-Construction Programs

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget; send it to the address provided by the sponsoring agency.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances, if such is the case you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, thought any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in the accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. g§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to; (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis

of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §(j 1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.O. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 36701 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a and 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §g 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Pro- tection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is 510,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91 -190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (e) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972(16U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air

Act of 1955, as amended (42 U.S.C. § 7401 el seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93- 523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the national Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (] 6 U.S.C- 469a-l et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

WHEREAS, the City of Jackson is a Certified Local Government (CLG) designated by the Mississippi Department of Archives and History (MDAH), and as such, is eligible for state grant monies to implement the goals of Jackson's historic preservation program; and

WHEREAS, the Jackson Historic Preservation Commission is mandated by Ordinance to ensure harmonious, orderly, and efficient growth and development of the City, and to effect and accomplish the protection, enhancement, and perpetuation of historic properties which represent distinctive elements of the City's cultural, social, economic, political, and architectural heritage; and

WHEREAS, the City of Jackson has received grant funds for many important preservation planning projects in past years, including a 2021 CLG grant for the fence repair of the Mount Olive Cemetery and the restoration of the front porch of the Scott Ford Houses; and

WHEREAS, education and training of historic places is part of the historic fabric of the city of Jackson and is critical to maintaining historic significance; and

WHEREAS, the Department of Planning and Development further recommends that the governing officials authorize the mayor to accept the grant and execute documents required by the Mississippi Department of Archives and History with the understanding that matching funds will be contributed by the Greater Belhaven Foundation.

IT IS, THEREFORE, ORDERED that the application submitted to the Mississippi Department of Archives and History is ratified.

IT IS FURTHER ORDERED that the mayor is authorized to accept the grant funds and execute any documents required by the Mississippi Department of Archives and History related to the grant subject to receipt of the required match from the Greater Belhaven Foundation.

BROWN, HORHN

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET May 29, 2026

DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Order ratifying the submission of a certified a Certified Local Government Grant and authorizing the Mayor to accept a Certified Local Government grant for the 2026 Fiscal Year (CLG FFY 2026) from the Mississippi Department of Archives and History (MDAH) for the purpose of producing publication/ marketing & education/ training material with terms and conditions of the grant awarded to the City of Jackson in conjunction with the Greater Belhaven Foundation
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	1. Youth & Education 4. Neighborhood Enhancement 7.Quality of Life
3.	**Who will be affected**	The citizens of the City of Jackson & Belhaven/Belhaven Heights
4.	**Benefits**	Continued education of citizens regarding historic preservation
5.	**Schedule (beginning date)**	Grant has been awarded
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 7 Belhaven/Belhaven Heights
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	Department of Planning and Development Zoning Division (Historic Preservation) Greater Belhaven Foundation
8.	**COST**	$15,000
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Greater Belhaven Foundation must match the CLG Grant Expenditure CLG Grant FFY 26 – Maximum Award $30,000
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 ____

JACKSON
MISSISSIPPI
BUILDING A BETTER FUTURE TOGETHER

Memo

To: **John Horhn, Mayor**

From: **Angela Brown, Director**
Department of Planning and Development

Date: **May 29, 2026**

Re: **Mississippi Department of Archives and History Award**

The purpose of the agenda item attached is to ratify an application for Fiscal Year 2026 Certified Local Government (CLG) grant. The terms and conditions of an award from the Mississippi Department of Archives and History for a project related to the production of Publication/ Marketing & Education/ Training material in conjunction with the Greater Belhaven Foundation.

An application was submitted to the Mississippi Department of Archives and History and needs to be ratified by the governing authorities. This ratification will include the submission of the application and acceptance of funds stated that a match of $15,000 would be required and the Greater Belhaven Foundation will provide that match. The agenda item attached specifies the City of Jackson's matching funds requirement.

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

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING THE SUBMISSION OF A CERTIFIED LOCAL GOVERNMENT GRANT APPLICATION TO THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY FOR A CERTIFIED LOCAL GRANT FOR FISCAL YEAR 2026 AND FURTHER AUTHORIZING THE MAYOR TO ACCEPT FUNDS AWARDED AND EXECUTE THE MEMORANDUM OF AGREEMENT FOR AN EDUCATION, TRAINING, AND PUBLICITY PROJECT BENEFITTING THE BELHAVEN HISTORIC DISTRICT** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure 6/11/26

Sondra Moncure, *Special Assistant* **Date**
Carrie Johnson, *Senior Deputy City Attorney*

28

ORDER AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES, SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA), FOR THE FISCAL YEAR 2026 SAFETY THROUGH RECOVERY, ENGAGEMENT, AND EVIDENCE-BASED TREATMENT FOR SURVIVORS (STREETS) PROGRAM (NOFO SM-26-019), AND TO EXECUTE ALL DOCUMENTS NECESSARY TO APPLY FOR, ACCEPT, AND ADMINISTER THE GRANT, IF AWARDED

WHEREAS, the City of Jackson recognizes that exposure to violence and trauma has a significant impact on the health, safety, and well-being of residents and that access to behavioral health, trauma-informed care, and recovery services is an important component of community revitalization and public safety; and

WHEREAS, the U.S. Department of Health and Human Services, through the Substance Abuse and Mental Health Services Administration (SAMHSA), has announced the Fiscal Year 2026 Safety Through Recovery, Engagement, and Evidence-Based Treatment for Survivors (STREETS) Notice of Funding Opportunity (NOFO SM-26-019), which provides funding to expand evidence-based behavioral health services for individuals impacted by community violence and trauma; and

WHEREAS, eligible applicants include political subdivisions of states, including municipalities, and the City of Jackson is eligible to submit an application under this funding opportunity; and

WHEREAS, the Department of Planning and Development proposes to serve as the lead department for development and administration of the application, coordinating with City departments, healthcare providers, behavioral health organizations, community-based organizations, educational institutions, law enforcement, and other public and private partners as appropriate; and

WHEREAS, participation in this funding opportunity aligns with the City's ongoing efforts to improve public safety, strengthen neighborhoods, increase access to behavioral health resources, support violence intervention strategies, and leverage federal resources to improve quality of life for residents; and

WHEREAS, the City Council finds that it is in the best interest of the City of Jackson to authorize submission of the grant application and, if awarded, authorize acceptance and administration of the grant in accordance with all applicable federal, state, and local laws, rules, regulations, and grant requirements.

IT IS, THEREFORE, ORDERED that the Mayor is hereby authorized to submit, on behalf of the City of Jackson through the Department of Planning and Development, an application to the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), for funding under the Fiscal Year 2026 Safety Through

Agenda Item # 28
July 14, 2026
(Brown, Horhn)

Recovery, Engagement, and Evidence-Based Treatment for Survivors (STREETS) Program (NOFO SM-26-019).

IT IS FURTHER ORDERED that the Mayor is authorized to execute and submit all applications, certifications, assurances, agreements, contracts, amendments, reports, and any other documents necessary to apply for, receive, accept, administer, and close out the grant, if awarded.

IT IS FURTHER ORDERED that the Department of Planning and Development is designated as the administering department for the grant and is authorized to coordinate all project activities, grant management functions, reporting requirements, procurement activities, and compliance with applicable federal and state requirements.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: July 7, 2026

	POINTS	COMMENTS
1.	**Brief Description**	**Order Authorizes the Mayor to submit an application to U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration SAMSHA for Safety Through Recovery Engagement and Evidence-Based Treatment for Survivors funding**
2.	**Purpose**	Improve public safety, strengthen neighborhoods, increase access to behavioral health resources, support violence intervention strategies, and leverage federal resources to improve quality of life for residents
3.	**Who will be affected**	City of Jackson, persons with mental and behavioral health challenges including being without housing
4.	**Benefits**	Provides support and services for persons with mental and behavioral health challenges
5.	**Schedule (grant due date)**	July 17, 2026
6.	**Location:** **WARD** **CITYWIDE (yes/no)** **(area)** **Project limits if applicable**	yes
7.	**Action implemented by:** **City Department __X__** **Consultant_____**	Department of Planning Office of Housing & Community Development.
8.	**Maximum Award Amount**	Up to $3,000,000 per year; no match required
9.	**Source of Funding** **General fund** ☐ **Grant** ☒ **Bond** ☐ **Other** ☐	
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____**

MEMORANDUM

TO: Mayor John Horhn

FROM: Angela Brown, Planning and Development Director

DATE: July 6, 2026

RE: SAMHSA STREETS Grant Opportunity

This memo is to request an Order authorizing the mayor to submit an application to the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), for the fiscal year 2026 Safety Through Recovery, Engagement, and Evidence-Based Treatment for Survivors (STREETS) PROGRAM (NOFO SM-26-019), and to execute all documents necessary to apply for, survivors, and administer the grant, if awarded.

The application deadline is July 17, 2026. The total award is up to $3,000,000 per year.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
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OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE U.S. DEPARTMENT OF THE HEALTH AND HUMAN SERVICES, SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA), FOR THE FISCAL YEAR 2026 SAFETY THROUGH RECOVERY, ENGAGEMENT, AND EVIDENCE-BASED TREATMENT FOR SURVIVORS (STREETS) PROGRAM (NOFO SM-26-019), AND TO EXECUTE ALL DOCUMENTS NECESSARY TO APPLY FOR, ACCEPT, AND ADMINISTER THE GRANT, IF AWARDED** is legally sufficient for placement in NOVUS Agenda.

7/7/26

Drew Martin, *City Attorney* **Date**

Carrie Johnson, *Senior Deputy City Attorney*

Approval to Apply for Grant Form

Request by: Angela Brown
Department/Program: Planning and Development
Date of Request: July 6, 2026

Grant Information

Grantor/Funding Agency:	Substance Abuse and Mental Health Services Administration
Grant Title/Opportunity:	Safety Through Recovery, Engagement, and Evidence-Based Treatment and Support
Application Due Date:	July 17, 2026
Maximum Award Amount:	Up to $3,000,000 per year
Match Requirement (if any):	$ 0 or %

Project Information

Project Title:	Solid Ground Housing Initiative (CLUTCH)
Brief Project Description (2–3 sentences):	to create housing stability for individuals and families experiencing homelessness or housing insecurity using a collaborative approach with non-profits and all community stakeholders
Total Project Cost:	$ ~$10 million
	$

Organizational Impact

Fits within strategic priorities/mission: this is a top priority for the CoJ and Planning Dept.
Staffing capacity available to manage project & reporting: have a staffing team and will partner with other orgs.
Current budget has approproated (match, indirect, ongoing costs): yes, there is no match
Requires new hires or significant resource commitments: may hire staff to assist

Approvals

Prepared by (Grant Writer/Applicant):	Name: Angela Brown	Signature:	Date: 7/6/2026
Department/Program Director:	Name: Angela Brown	Signature:	Date: 7/6/26
Finance/Accounting Review:	Name: Jillian Caldwell	Signature: Jillian Caldwell	Date: 7-6-26
Mayor Approval (if required	Name:	Signature:	Date:
Board Approval (if required):	Name/Title:	Signature:	Date:

SAMHSA
Substance Abuse and Mental Health Services Administration

Safety Through Recovery, Engagement, and Evidence-Based Treatment and Support

Short Title: STREETS
Initial Announcement

Back to the Grants Dashboard

Notice of Funding Opportunity (NOFO)

NOFO Number: SM-26-019

Posted on Grants.gov: Wednesday, June 17, 2026

Application Due Date: Friday, July 17, 2026

Catalog of Federal Domestic Assistance (CFDA) Number: 93.243

Intergovernmental Review (E.O. 12372): Applicants must comply with E.O. 12372 if their state(s) participates. Review process recommendations from the State Single Point of Contact (SPOC) are due no later than 60 days after application deadline.

Public Health System Impact Statement (PHSIS) / Single State Agency Coordination: Applicants must send the PHSIS to appropriate State and local health agencies by application deadline. Comments from Single State Agency are due no later than 60 days after application deadline.

Description

The purpose of this program is to support comprehensive, street-based engagement, treatment, and recovery support services for individuals who are homeless and have serious mental illness, serious emotional disturbance, substance use disorders, or co-occurring mental and substance use disorders.

Eligibility

Eligibility is limited to political sub-divisions of States (cities, counties), Indian tribes, and tribal organizations.

Award Information

Funding Mechanism: Cooperative Agreement

Anticipated Total Available Funding: $24,000,000

Anticipated Number of Awards: 8

Anticipated Award Amount: Up to $3,000,000 per year

Length of Project: Up to 4 Years

Cost Sharing/Match Required?: No

Proposed budgets cannot exceed $3,000,000 in total costs (direct and indirect) in any year of the proposed project. Annual continuation awards are contingent on the availability of funds, progress in meeting project goals and objectives, timely submission of required data and reports, compliance with all terms and conditions of award, and alignment with SAMHSA, HHS, and Trump Administration priorities.

Contact Information

Program and Eligibility Questions

Doug Slothouber (240-276-1453)
Michelle Daly (240-276-2789)
STREETS@samhsa.hhs.gov

Financial and Budget Questions

Office of Financial Resources
Division of Grants Management
240-276-1940
NOFOBudget.CMHS@samhsa.hhs.gov

Application Materials

- NOFO Document (PDF | 331.03 KB)
- Pre-Application Webinar (88 Min)

- Pre-Application Webinar Presentation (1.4 MB)
- FY 2026 SAMHSA Notice of Funding Opportunity (NOFO) Application Guide (PDF | 570 KB)

Useful Information for Applicants

- Application Forms and Resources
- Applying for a New SAMHSA Grant
- Search Grants.gov and Apply Now

Last Updated: 06/30/2026

https://www.samhsa.gov/grants/grant-announcements/sm-26-019

Project Description

SAMHSA Notice of Funding Opportunity SM-26-019

Safety Through Recovery, Engagement, and Evidence-Based Treatment and Support (STREETS)

Applicant Organization: *[INSERT APPLICANT LEGAL NAME — e.g., City of Jackson, Mississippi]*

Project Title: *[INSERT PROJECT / INITIATIVE NAME]*

Project Site: Jackson, Mississippi, and surrounding region

Requested Project Period: *[INSERT START–END DATES, e.g., 24-month budget period]*

UEI / EIN: *[INSERT]*

1. Statement of Need

Homelessness in the Jackson region has grown sharply in recent years. An estimated 1,675 individuals enter homelessness annually, an increase of 47% since 2022. More than 80% of these individuals are newly homeless rather than long-term. About 74% enter shelter and exit within an average of 50 days, but 26% of those who exit return to homelessness within six months, showing that exits are happening without enough follow-through to make them stick.

Despite this high annual inflow, only about 150 individuals experience continuous, long-term homelessness in Jackson in a given year. This group is concentrated in encampments and other unsheltered locations rather than in the shelter system. The data point to two distinct problems that call for two different responses: a large group cycling through shelter without a fast, reliable path out, and a smaller group living unsheltered whose needs are more complex and who are not well served by the current system.

The current response is not set up to address either problem directly. Services are split across day and night providers without a shared plan for closing individual cases, encampments persist without coordinated closure and maintenance, and there is no dedicated team to manage the smaller number of individuals with the most complex behavioral health and medical needs.

2. Program Overview

This project will build an optimized homelessness response system for the Jackson region, organized around three tracks that match the scale and complexity of each part of the homeless population:

- Rapid resolution for new entries: fast, front-loaded interventions aimed at the roughly 80% of people entering homelessness for the first time, so they exit before a stay becomes prolonged.
- Encampment resolution: a systematic, encampment-by-encampment effort to move people off the street and into shelter or housing, paired with closure and maintenance agreements so sites do not repopulate.
- Complex case management: a dedicated, cross-agency team for the smallest and most acute group, those whose behavioral health, medical, or legal involvement requires coordinated, longer-term case management and appropriate institutional or discharge planning.

The project will proceed in two phases. Phase 1, over 24 months, will build the core capacity and begin resolving the current backlog, starting downtown and expanding across Jackson. Phase 2 will sustain and expand that capacity so that new inflow is resolved on an ongoing basis rather than accumulating.

Phase 1 Targets (24 months)

- Permanently close all identified encampments and prevent new street sleeping, targeting 300 individuals over 24 months, addressed encampment by encampment beginning downtown, backed by coordinated closure and maintenance agreements.
- Activate early-intervention pathways for 1,100 individuals over 24 months so that people newly entering homelessness are moved toward housing quickly rather than settling into extended shelter stays.
- Stand up a Complex Case Team combining behavioral health providers, hospital partners, and law enforcement to serve up to 25 individuals over 24 months with the most acute and recurring needs, using existing institutional beds and structured discharge planning.

Phase 2 Roadmap

- Sustain and expand capacity to resolve the full annual inflow of new entries into homelessness, not only the current backlog.
- Consolidate and rebalance day and night shelter services to reduce movement between providers and improve service delivery.
- Sustain and expand the deeper interventions developed in Phase 1 to prevent new long-term homelessness and reduce the return rate.
- Maintain the public safety, outreach, and property-owner partnerships needed to keep public spaces clear and support continued exits from the street.

3. Population of Focus and Eligibility

Consistent with the STREETS NOFO, this project serves individuals experiencing homelessness in the Jackson region who have a serious mental illness, serious emotional disturbance, substance use disorder, or co-occurring mental and substance use disorder. Within this population, the project prioritizes three groups:

- Individuals newly entering homelessness (an estimated 1,300+ people per year regionally).
- Individuals living unsheltered or in encampments (a target of 300 over the 24-month Phase 1 period).
- Individuals with the most complex behavioral health, medical, and justice-system involvement (up to 25 over the 24-month Phase 1 period).

4. Services to Be Offered

Services are delivered through a coordinated set of teams rather than a single program, so that outreach, housing placement, behavioral health treatment, and public-space management operate on a shared plan for each individual. Planned services include:

- Street-based outreach and engagement by provider and city outreach staff, including navigators and documentation specialists who help individuals obtain the paperwork needed for housing and benefits.
- Housing-focused case management, including Rapid Re-Housing and Permanent Supportive Housing case managers, unit locators, unit inspectors, and move-in coordination (furniture, transportation, and setup support).
- Behavioral health treatment and recovery support delivered through the Complex Case Team, coordinated with hospital and law enforcement partners for the highest-acuity individuals.

- Low-barrier shelter and stabilization services, including [INSERT SPECIFIC SHELTER/STABILIZATION PROGRAM NAMES, e.g., "The Beehive"], and a flexible fund to cover individual barriers to housing (documents, deposits, transportation) as they come up.
- Coordinated encampment closure and site maintenance, involving municipal services (waste management, code enforcement), public site managers, and patrol/security partners, done in sequence with outreach so that closures follow, rather than precede, an offer of shelter or housing.
- Evidence-based treatment and recovery support services will be delivered in coordination with treatment accountability and follow-up, in line with SAMHSA's expectation that permanent housing strategies be paired with treatment and recovery support rather than housing placement alone.

[INSERT NAMES OF SPECIFIC EVIDENCE-BASED PRACTICES/CURRICULA TO BE USED, e.g., Motivational Interviewing, Assertive Community Treatment, Critical Time Intervention]

5. Number of Persons to Be Served

Over the 24-month Phase 1 period, the project is designed to serve approximately 1,425 individuals directly through its three intervention tracks:

- 300 individuals through deep, encampment-focused interventions.
- 1,100 individuals through accelerated early-intervention exits from shelter.
- Up to 25 individuals through the Complex Case Team.

This is roughly 710 individuals per year, against a regional annual inflow of approximately 1,675 people entering homelessness. Phase 2 is designed to close that remaining gap so that the system resolves the full annual inflow on an ongoing basis.

[INSERT PROJECT-SPECIFIC ANNUAL SERVED/ENROLLED TARGETS IF THE FEDERAL AWARD WILL FUND A SUBSET OF THE FULL PLAN ABOVE]

6. Goals, Objectives, and Evaluation

[INSERT SMART GOALS AND MEASURABLE OBJECTIVES, aligned to SAMHSA's Government Performance and Results Act (GPRA) reporting requirements and the NOFO's required performance measures. Suggested objective areas based on the plan: (1) reduction in unsheltered/encampment population; (2) increase in successful exits from shelter within a target number of days; (3) reduction in the 6-month shelter return rate below the current 26%; (4) number of Complex Case Team clients maintaining continuity of care post-discharge.]

[INSERT DATA COLLECTION PLAN, GPRA TOOLS, AND EVALUATION PARTNER, IF ANY]

7. Partnerships and Staffing Structure

The project is staffed and governed across four coordinated teams so that outreach, housing, closure/maintenance, and leadership functions stay aligned on the same caseload rather than operating as separate programs:

- Project Management: a City Services Project Manager and a Rehousing Project Manager provide day-to-day direction.
- Housing-Focused Outreach: provider and city outreach staff, navigators/document specialists, unit locators, unit inspectors, RRH/PSH case managers, housing subsidy providers (public housing authority), and move-in coordinators.

- Closure Maintenance: municipal services, public site managers, patrol (police and private security), and private property owners, working from technical assistance and coordination with other community partners.
- Leadership and Communications: dedicated operational leaders coordinating city leadership, the business council, and philanthropic partners, with a stabilization services arm covering the Complex Case Team, low-barrier shelters, and a flexible fund.

Key partners include Jackson city government, the regional housing authority, area hospitals and behavioral health providers, law enforcement, the philanthropic and faith communities, and the local business council.

[INSERT NAMES OF CONFIRMED PARTNER AGENCIES AND MEMORANDA OF UNDERSTANDING STATUS]

8. Budget

The table below reflects the full 24-month Phase 1 plan across all public and private funding sources. The STREETS award will fund a portion of this plan, sized to the NOFO's cap of $3,000,000 in total costs per budget year; the remainder will be covered by the non-federal sources listed below.

Activity	Avg. Cost / Person	Total Cost	Public Share	Private Share
Unsheltered Homelessness Response — 300 deep interventions (encampment/street sleeping population)	$21,725	$7.2M	$$$	$
Accelerated Exits from Shelter — 1,100 early interventions (newly homeless population)	$1,450	$1.8M	$	$$
Expanded Management Capacity (coordination, data, staffing infrastructure)	—	$700K	[TBD]	[TBD]
TOTAL (24-month Phase 1 plan, all funding sources)		**$9.7M**		

Requested Federal Award (STREETS)

Budget Period	Requested STREETS Federal Funds	Notes
Year 1	[TBD — not to exceed $3,000,000]	[Insert direct + indirect costs by budget category]
Year 2	[TBD — not to exceed $3,000,000]	[Insert direct + indirect costs by budget category]

Budget Period	Requested STREETS Federal Funds	Notes
Two-year total (federal request)	[TBD]	**Remaining Phase 1 cost is covered by non-federal public and private sources listed below.**

Notice of Funding Opportunity

Application due July 17, 2026

SAMHSA
Substance Abuse and Mental Health Services Administration

Safety Through Recovery, Engagement, and Evidence-Based Treatment and Support

Opportunity number: SM-26-019



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Before you begin

If you believe you are a good candidate for this funding opportunity, secure your SAM.gov and Grants.gov registrations now. If you are already registered, make sure your registrations are active and up to date.

SAM.gov registration (this can take several weeks)

You must have an active account with SAM.gov. This includes having a Unique Entity Identifier (UEI).

See Step 2: Get Ready to Apply

Grants.gov registration (this can take several days)

You must have an active Grants.gov registration. Doing so requires a Login.gov registration as well.

See Step 2: Get Ready to Apply

Apply by the application due date

Applications are due by 11:59 p.m. Eastern Time on July 17, 2026.

To help you find what you need, this NOFO uses internal links. In Adobe Reader, you can go back to where you were by pressing Alt + Left Arrow (Windows) or Command + Left Arrow (Mac) on your keyboard.



Step 1:
Review the Opportunity

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Basic Information

Substance Abuse and Mental Health Services Administration (SAMHSA)

Important Resources

You are expected to follow guidance provided in the ***FY 2026 NOFO*** *Application Guide [PDF]* (the *Application Guide*). This document provides information about the application process, including registration, required attachments, budget, and federal policies and regulations. In addition, see the SAMHSA Grants Glossary for definitions of terms used in this NOFO.

Authorizing Statute

- **Section 506 of the Public Health Service Act, 42 U.S.C. 290aa-5, as amended.**
- **Section 509 of the Public Health Service Act,42 U.S.C. 290bb-2, as amended.**
- **Section 520A of the Public Health Service Act, 42 U.S.C. 290bb-32, as amended.**

Agency Contacts

Program and Eligibility Questions

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Review Process and Application Status Questions

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Key Facts

Opportunity Name: Safety Through Recovery, Engagement, and Evidence-Based Treatment and Support

Short Title: STREETS

Opportunity Number: SM-26-019

Announcement Version: Original

Federal Assistance Listing: 93.243

Eligible Applicants: Eligibility is limited to political subdivisions of States, Indian tribes, and tribal organizations

See Eligibility for complete eligibility information.

Key Dates

Application deadline: July 17, 2026

Expected Award Date: September 1, 2026

Expected Start Date: September 30, 2026

Response to Executive Order 12372: See Intergovernmental Review and *Section J [PDF]* in the *Application Guide.*

Summary

The purpose of this program is to support comprehensive, street-based engagement, treatment, and recovery support services for individuals who are homeless and have serious mental illness (SMI), serious emotional disturbance (SED), substance use disorders (SUD), or co-occurring mental and substance use disorders (COD).

The STREETS program will reach people where they are, with assertive outreach and treatment and services that fit their individual needs. It uses a community-wide approach that brings together local government, health and housing providers, law enforcement, and the courts. STREETS will find people who need help in their community and connect them with care and housing support.

Housing assistance will require participation in treatment and will focus on moving people to sobriety and self-sufficiency. Civil, specialty, criminal courts, and criminal justice system involvement (including Assisted Outpatient Treatment [AOT] programs, drug and other specialty courts, and diversion programs where available)will be used to engage people who cause community disturbances, are a danger to themselves or others, or lack the insight and motivation to seek needed care to the extent allowed under state law.

The STREETS program advances evidence-based approaches that promote recovery, self-sufficiency, and public safety. The STREETS program aligns with the Administration's principles including in the White House Executive Order 14321 "Ending Crime and Disorder on America's Streets" and Executive Order 14379 "Addressing Addiction through the Great American Recovery Initiative" and SAMHSA Strategic Priorities to expand high-quality behavioral health care; by taking appropriate actions to increase awareness of the disease of addiction, help Americans receive the treatment they need, and foster a culture that celebrates recovery.

With this program, SAMHSA aims to reduce the rates of homelessness among individuals with SMI/SED/SUD/COD in the community and directly combat the devastating effects of addiction on American streets. This program is designed to advance SAMHSA Strategic Priorities and the Make America Healthy Again agenda [PDF].

Funding Details

Funding Type: Cooperative Agreement

Estimated Total Available Funding: $24,000,000

Estimated Number of Awards: Up to 8 awards

Estimated Award Amount: Up to $3,000,000 per year per award

Length of Project Period: Up to 4 Years

Your annual budget cannot be more than $3,000,000 in total costs (direct and indirect) in any year of the project. Annual continuation awards are contingent on the availability of funds, progress in meeting project goals and objectives, timely submission of required data and reports, compliance with all terms and conditions of award, and alignment with SAMHSA, HHS, and Trump Administration priorities.

Program Description

Purpose

The purpose of this program is to support comprehensive and coordinated street-based engagement, treatment, and recovery support services (making full use of AOT and other civil commitment processes where appropriate) for individuals who are homeless and have SMI, SED, SUD, or COD.

SAMHSA encourages grantees to implement whole-of-government/whole-of-community approaches that develop and sustain partnerships and collaborations among and across government agencies, nonprofit organizations, academic institutions, faith-based entities and the private sector to meet this program's goals.

You are expected to create and carry out a coordinated, community response encompassing these six activities:

- Establishing governance structures, cross-system partnerships (including faith-based organizations [PDF] and active coordination with law enforcement, first responders, and court systems) and data infrastructure.
- Providing coordinated, street and place/location-based engagement to locate, assess, and enroll eligible individuals.
- Quickly connecting people to needed treatment and supports to accurately address clinical needs; and to reduce overdoses, crisis situations, and future justice system involvement by promoting sobriety, self-sufficiency, and sustained recovery.
- Providing intensive, evidence-based substance use and mental health treatment, monitoring, and accountability to support stabilization, sustained engagement, and success in housing placements, including sober/recovery housing placements for those with addiction.
- Connecting eligible individuals with housing assistance contingent on active substance use and mental health treatment participation and demonstrated recovery progress.
- Implementing a comprehensive performance monitoring, evaluation, and quality improvement framework.

This program implements the principles described in White House Executive Order 14321 "Ending Crime and Disorder on America's Streets", White House Executive Order 14379 "Addressing Addiction Through the Great American

Recovery Initiative", the Administration's Make America Healthy Again (MAHA) initiative [PDF] and SAMHSA Strategic Priorities. This includes:

- Preventing addiction and the suffering that results from substance use.
- Treating serious mental illness and substance use disorders.
- Increasing access to evidence-based care.
- Helping people achieve long-term recovery.
- Piloting innovative solutions to long-standing problems.

The U.S. Department of Housing and Urban Development (HUD) estimated that there were roughly 771,480 homeless people on a single night in January 2024 [PDF],[1] the highest level ever recorded and an 18 percent increase from the previous year. Although mental illness and substance use is common among homeless individuals, few receive treatment. According to data from a survey of California's homeless population[2]:

- Two-thirds (66 percent) of individuals reported current mental health symptoms but only 24 percent of this group had received either mental health counseling or medications in the last month.

Previous approaches to addressing homelessness did not require participation in substance use and mental health treatment to be eligible for housing and ignored the vital role of law enforcement and first responders who are often the first to engage with people who are homeless and have SUD or SMI. Following the direction given in the "Ending Crime and Disorder on America's Streets" Executive Order, SAMHSA intends the STREETS initiative to help engage and connect people to treatment and restore accountability so that individuals with SMI/SED/SUD/COD receive the comprehensive treatment they need and maintain their recovery and self-sufficiency.

All activities proposed in your application and budget narrative must align with applicable law, including but not limited to statutes, executive orders, federal regulations and applicable judicial holdings. Accordingly, discretionary awards shall not be used to fund, promote, encourage, subsidize, or facilitate; racial preferences or other forms of racial discrimination by the recipient, including activities where race or intentional proxies for race will be used as a selection criterion for employment or program participation; denial by the recipient of the sex binary in humans, or the belief that sex is a chosen or mutable characteristic; illegal immigration; or any other initiatives that compromise public safety. If an application does not align, the application will not receive funding to the extent permitted by law and applicable court orders.

In addition, applications must also align with SAMHSA Strategic Priorities and the application and budget narrative must not support harm reduction as outlined in SAMHSA's Dear Colleague Letter [PDF] on harm reduction.

As of October 1, 2025, HHS has adopted 2 CFR Part 200, with some modifications included in 2 CFR Part 300. These regulations replace those in 45 CFR Part 75.

Key Personnel

Key Personnel are essential to the successful implementation and oversight of your SAMHSA-funded project. These individuals, even if their salaries are not paid for with grant funds, must play a substantive role in project execution and be actively involved in monitoring, reporting, and compliance activities throughout the project period. **Each role should be filled by a qualified individual meeting at least the minimum level of effort and not split among multiple people.**

The Key Personnel for this program are as follows:

- The **Project Director (PD)** is responsible for oversight of the grant to ensure goals are met, all reports are filed on time, and all rules are followed. The Level of Effort (LOE) is a minimum of a 0.5 full-time equivalent (FTE) position. The PD should have experience overseeing projects of similar scope and complexity, including management of clinical programs and coordination with external partners and stakeholders.
- The **Program Coordinator (PC)** is responsible for overseeing the day-to-day management and operations of the project, including staff supervision. The LOE is a 1.0 FTE position. The PC should have experience working with eligible individuals served by this project and with managing staff and operations of similar scope and complexity.
- The **Program Evaluator (PE)** is responsible for evaluating the processes and outcomes of the grant. The LOE is a minimum of a 0.2 FTE position.

Below are the expectations, requirements, and compliance obligations for Key Personnel under this NOFO:

- Key Personnel are expected to participate regularly in program monitoring and maintain consistent communication with SAMHSA staff.
- Key Personnel selected/hired for this grant must be based only on merit and qualifications. Executive Orders strictly prohibit using demographics (like race or sex) to give preference in hiring.

- You are responsible for ensuring Key Personnel have the skills, time, and commitment to meet the expectations of the grant.
- If awarded funding, approved Key Personnel will be identified on the Notice of Award.
- Changes to Key Personnel require written prior approval from SAMHSA. This includes:
  - Replacing or removing Key Personnel.
  - Reducing any Key Personnel's level of effort by 25% or more.

Required Activities

Funds for this program are primarily for providing services to individuals. These services must begin within six months after award.

In the Project Narrative, you will provide the following:

- B.1: The unduplicated number of clients you propose to serve each year of the project.
- B.2: A description of how you will implement the required activities.

Nothing in the required or allowable activities described below allows grant recipients to use grant funds for prohibited activities described in the Funding Restrictions and Limitations section of this NOFO.

Your organization is required to implement all required activities listed below.

Community Readiness, Governance, and Targeting

STREETS requires the establishment of governance structures, cross-system partnerships, and data infrastructure to identify, prioritize, and manage individuals who are homeless.

1. Formalize Cross-System Partnerships via a Memorandum of Understanding (MOU):

Within four (4) months of award, formalize cross-system partnerships by executing one Memorandum of Understanding (MOU) with partners and stakeholders.

The partners and stakeholders are responsible for project oversight, cross-system coordination, monitoring progress toward grant goals, and guiding implementation, evaluation, and continuous quality improvement activities. The partners and stakeholders should convene at least quarterly.

Partners and stakeholders must include:

- STREETS Project Director and Program Coordinator.
- SAMHSA Government Project Officer or designee.
- Representatives from behavioral health provider organizations delivering the majority of SMI, SED, SUD, and COD services in the service area, including any Certified Community Behavioral Health Clinics (CCBHCs).
- A representative from a Federally Qualified Health Center, Healthcare for the Homeless, or other accessible primary care provider that serves the community receiving the grant.
- Representation from local housing agencies, housing and shelter providers, including faith-based providers (if applicable).
- The HUD-funded Continuum of Care (CoC) or other entity coordinating the local homelessness response.
- A representative from local law enforcement and a representative from local community corrections systems.
- A representative from the local court system managing Assisted Outpatient Treatment (AOT) and/or other civil commitment processes and, if applicable, a representative from specialty courts (e.g., Mental Health Courts, Homeless Courts, Care Courts; Drug, Family, and Tribal Courts).

The MOU may also include the following as optional participants:

- Peer groups.
- Individuals in recovery from SMI, SED, SUD, or COD.
- Public health departments.
- Human/social services agencies.
- Transportation providers.
- Faith-based organizations.
- Emergency medical services/fire departments.
- Hospitals and primary care providers.
- Educational institutions.
- Private-sector businesses or chambers of commerce and/or neighborhood/civic organizations.
- Other inpatient and outpatient behavioral health providers, opioid treatment programs (OTPs).
- Behavioral health crisis response systems.
- Employment and education providers.

- Family members or caregivers of homeless or formerly homeless individuals.
- Specialty courts.
- Park services.
- Outreach organizations.

Letters of Commitment (LOCs) from required partners and stakeholders must be submitted as Attachment 1 with the application.

Note: The MOU must define roles, responsibilities, decision-making processes, referral pathways, data-sharing protocols, and coordination mechanisms aligned with the STREETS NOFO.

The MOU must be updated annually, and must include at a minimum:

- Responsibilities for identification and status tracking of individuals for outreach and engagement, avoiding duplication of existing mechanisms.
- Law enforcement and crisis response coordination, including for individuals causing public disturbance or who have other justice/court involvement.
- Tracking availability of local shelter and housing resources and other potential placements including residential treatment, prioritizing assistance that requires treatment and service participation.
- Data coordination and sharing, including efforts to match and share data across health, housing, criminal justice, and other service systems to identify, prioritize, and better serve the population of focus.

2. Conduct an Environmental Scan and Hotspot Mapping:

Within five (5) months of award, conduct and maintain:

2a. An environmental scan and gap analysis of community resources to support eligible individuals across public health, employment, education, housing, civil court, and criminal justice systems, and update annually thereafter.

2b. Ongoing hotspot mapping analysis using available data sources (e.g., outreach records, emergency medical services, hospital utilization, crisis systems, and law enforcement/corrections contacts) to identify geographic areas and populations with the highest concentration of individuals **who are homeless** and have SMI, SED, SUD, or COD (referred to as eligible individuals).

3. Develop and Maintain a Treatment-Priority By-Name List:

Within five (5) months of award, develop (or establish access to) and maintain a secure, treatment-priority by-name list to track eligible individuals from initial contact through treatment engagement, stabilization, housing placement, and independence.

Note: The list must support real-time tracking, prioritization for services and housing based on clinical and social needs, and coordination across participating systems, consistent with all applicable federal and state individual informed consent, privacy, and confidentiality requirements and other related laws and regulations. Also, see **Attachment 3** requirements.

4. Coordinate with Existing Homelessness and Behavioral Health Systems:

Throughout the project period, coordinate all STREETS activities with HUD-funded CoC Collaborative Applicants and projects, SAMHSA Projects for Assistance in Transition from Homelessness (PATH) providers, crisis response systems, and other local initiatives to prevent duplication, align service pathways, and maximize impact.

Street-Based Engagement and Clinical Identification

5. Provide Coordinated, Street-Based Engagement

Within six (6) months of award, provide coordinated, street-based engagement to locate, assess, and enroll eligible individuals **who are homeless**, with a focus on rapid identification and immediate linkage to care. The following should be included as a part of the coordinated, street-based engagement:

5a. Deploy Mobile Clinical Engagement Team(s): Deploy multidisciplinary mobile clinical engagement teams to operate in unsheltered settings and other community locations where individuals **who are homeless** are present. Teams should include an appropriate mix of medical professionals, licensed behavioral health clinicians and other behavioral health professionals, peer specialists, and case management staff. These teams should closely coordinate with law enforcement and first responders.

5b. Conduct Integrated Screening and Eligibility Assessment: Integrated screening and assessment for SMI, SED, SUD, and COD must be conducted to determine STREETS eligibility, clinical acuity, and appropriate next steps for treatment initiation and stabilization.

5c. Actively Support Housing Connection and Entry: Provide active support to help people enter shelters, transitional housing, residential or inpatient treatment, sober/recovery housing or other housing placements while maintaining a focus on initiating and engaging people in treatment. For those individuals not eligible for STREETS, make referrals to appropriate resources.

5d. Provide Immediate Clinical Triage and Stabilization: Immediate clinical triage must be provided for individuals presenting with acute psychiatric symptoms, substance use withdrawal or risk for withdrawal, overdose risk, or other urgent medical or behavioral health needs, prioritizing rapid connection to appropriate care and preventing unnecessary emergency system or inpatient utilization when feasible.

5e. Initiate evidence-based SUD or COD treatment: Initiate treatment, including U.S. Food and Drug Administration (FDA)-approved Medications for Substance Use Disorders (MSUDs), or make referrals without delay, as clinically indicated.

5f. Provide behavioral health promotion, psychosocial support, and suicide prevention services and referrals as appropriate.

5g. Deliver Overdose Prevention Education and Response Services in accordance with SAMHSA's Dear Colleague Letter [PDF]on the Executive Order on Ending Crime and Disorder on America's Streets.

6. Rapid Access to Treatment and Care Coordination

Within six (6) months of award, the grantee must have established a system for timely initiation of evidence-based treatment for enrolled individuals to prevent clinical deterioration and reduce overdose, crisis, and justice system involvement. Eligible individuals may be enrolled through voluntary treatment and stabilization or court-referred or mandated treatment (e.g., AOT, civil commitment, specialty courts) for individuals meeting legal and clinical criteria. The following should be included as a part of the rapid treatment initiation and care coordination for enrolled individuals:

6a. Facilitate Immediate Access to Evidence-Based Treatment via walk-up or same-day/next-day access to treatment through fixed-site or mobile access points following enrollment.

6b. Assign Care Coordination and Supports: Case management and peer support must be provided to support engagement, system navigation, care transitions, transitions to the community from jails and prisons, and retention. This should include facilitation of family and informal supports.

Intensity of care coordination should be responsive to the level of individual need.

6c. Actively Coordinate with Civil Courts, AOT, Specialty Courts, and Criminal Justice Diversion: Develop care coordination pathways to ensure that individuals who are subject to civil commitment or are involved with specialty courts or diversion programs are connected to treatment and recovery supports through the STREETS program.

6d. Provide Benefits Navigation: Help people connect to and resolve issues related to benefits, supports, and public systems they may be eligible for or involved in.

Ongoing Treatment, Monitoring, and Accountability

7. Within six (6) months of award, provide intensive treatment, monitoring, and accountability to support stabilization, sustained engagement, and readiness for housing.

The following should be included as a part of the treatment stabilization, monitoring, and accountability for enrolled individuals:

7a. Implement Individualized Service and Treatment Planning: An individualized treatment and service plan must be developed within two (2) weeks of enrollment and adjusted over time based on clinical need and response.

7b. Deliver Integrated, Evidence-Based Treatment Services: Integrated SUD and SMI/SED treatment must be delivered or coordinated, including appropriate levels of care, psychosocial interventions, medication management, suicide prevention, and recovery supports. Coordination with courts and treatment providers must ensure continuity of care. Treatment and supports should be appropriate to the individual level of need, and more intensive services should be made available to individuals with higher levels of need, such as ACT for individuals with SMI who need that level of care to function in the community. Timely psychiatric evaluation and treatment must be provided for individuals with SMI, SED, or COD including appropriate use of clozapine and long-acting injectable antipsychotics.

7c. Monitor Participation and Adherence: Actively monitor and support treatment participation, medication adherence, and adherence with legal mandates. Coordinate with civil courts and criminal justice systems to support adherence of people under legal mandates to participate in

treatment. Throughout the STREETS initiative, use practices that increase engagement, such as motivational interviewing, shared decision making, person-centered care, focusing treatment and service plans on the goals of the person being served, psychoeducation, and other efforts to address the concerns of the people receiving services.

7d. Provide Peer Support and Recovery Navigation: Ongoing peer support and recovery navigation must be provided to promote engagement, reduce stigma, and support continuity of care.

7e. Plan for Step-Down and Continuing Care: Adjust service intensity according to need, including step down and continuing care as well as service level increases when needed.

Connection to Housing Placement and Recovery-Oriented Transitions

8. Throughout the project period, connect eligible individuals to housing and other governmental and non-governmental assistance, through the CoC, state or local housing authorities and other partners.

Connection to housing supported under this grant is contingent upon treatment participation. The following requirements apply to this required activity:

8a. Define clear housing pathways for individuals meeting treatment engagement and compliance criteria. These may include supervised residential programs, supportive housing for people with SMI, sober/recovery housing, faith-based housing, or other transitional housing models that support ongoing treatment participation. Programs should support self-sufficiency and, when feasible and clinically appropriate, unsubsidized housing.

8b. Ensure housing placements allow access to and use of FDA-approved medications, including MSUD and psychiatric medications.

8c. Include with housing supports:

- Housing transition and connection services to help people obtain the appropriate housing placement and navigate transitions from inpatient settings, correctional settings, shelters, transitional housing, and other settings.

- Housing and tenancy sustaining services to help individuals maintain housing and retain connections to needed services and treatment after housing is established.

8d. Provide sober/recovery housing consistent with SAMHSA's Best Practices for Recovery Housing [PDF].

8e. Partner with employment and educational services, faith-based organizations, and other community resources to support self-sufficiency.

Note: Housing First approaches that provide housing without treatment and support for sobriety and recovery are not permitted under this program.

Continuous Quality Improvement, Evaluation, and Technical Assistance

9. Within six (6) months of award, implement a comprehensive performance monitoring, evaluation, and quality improvement framework:

9a. Collect and Report Client-Level Performance Data: Client-level data must be collected and reported to assess treatment initiation and retention, engagement in recovery supports, housing transitions and stability, returns to homelessness, employment and education outcomes, and criminal justice involvement. Specific reporting requirements will be provided post-award.

9b. Leverage Health Information Technology and Data Systems: Electronic health records, health information exchanges, other health data, criminal justice system data, and homeless management information systems must be used, as permitted, to support coordination, outcome tracking, and reporting. STREETS grant recipients must pursue matching and sharing data across these systems to support identification of new service recipients, prioritization of resources, and care coordination.

9c. Conduct Ongoing Performance Review and Continuous Quality Improvement: Performance data must be reviewed at least monthly by the Program Evaluator and Project Director and at least quarterly by the partners and stakeholders to assess progress, identify gaps, and inform corrective action.

9d. Participate in Evaluation and Learning Activities: Participation in all required evaluation activities and peer learning collaboratives are required. Findings may be disseminated to inform broader policy and practice.

9e. Engage in Technical Assistance and Knowledge Dissemination: Engagement with SAMHSA TA Center(s) Collaboration and other federal or non-federal resources on dissemination products may be required to advance field-wide learning. See https://www.samhsa.gov/technical-assistance.

Allowable Activities

Allowable activities are **not** required. However, your organization may propose to use funds for the following activities:

- **Provide Contingency Management (CM) interventions:** Treatment providers/programs may include contingency management (CM) as a component of their treatment services, as approved by SAMHSA, and may provide incentive values of up to $750 per individual patient, per federal fiscal year. There is no set limit on the value of each motivational incentive to reinforce a specific behavior. See **Appendix A** for more information.

  Special Condition: To help prevent fraud and misuse of funds and to ensure CM is used correctly, grantees who plan to use CM interventions with SAMHSA grant funds will be required to comply with CM guidance described in the Advisory on *Using SAMHSA Funds to Implement Evidence-Based Contingency Management Services [PDF]*.

  - In Attachment 11, you must submit a CM readiness plan to ensure: (1) that staff receive appropriate education on CM prior to implementation; and (2) that oversight of CM implementation and operation is in place. This CM plan must include a detailed description of how adherence to the safeguards described in the Advisory on *Using SAMHSA Funds to Implement Evidence-Based Contingency Management Services [PDF]* will be monitored. The plan must be formalized within **90 days of award**, and also describe:
    - The role of individuals in delivery and monitoring of CM services.
    - The behaviors that have been selected for incentives, the approach to verifying that the behavior(s) has been achieved, and the evidence base supporting the intervention.
    - The type of CM services to be offered.
    - The process for monitoring fidelity to evidence-based practices.
    - How training requirements will be met.
    - How you will implement and monitor adherence to the safeguards described in the SAMHSA CM Advisory.

- **Same-Day Screening, Testing, and Treatment Initiation:** Conduct on-site or community-based screening and testing for HIV, viral Hepatitis (Hepatitis B and Hepatitis C), Sexually Transmitted Infections (STIs) including gonorrhea, chlamydia, and syphilis, and latent tuberculosis infection (LTBI) as recommended by CDC.
- Provide Hepatitis A and Hepatitis B vaccinations as necessary.
- For people who test positive for:
  - a. HIV, Hepatitis B, Hepatitis C, and/or LTBI you must refer and link them to treatment services.
  - b. STIs, you must provide or refer and link them to treatment services.
- **Transportation:** Individuals served should be supported to make use of public transportation, but use of funds for direct transportation is allowable in instances without a public transportation option.
- **Community Engagement**: Consider the communities that will be affected by this project and engage them in the overall program planning. To do so, SAMHSA encourages you to:
  - Engage communities, when practicable, during the design phase.
  - Develop programs in consultation with communities benefiting from or impacted by the program.
  - Consider available data, evidence, and evaluation results from past programs.

Eligibility

Eligible Applicants

Eligibility is limited to political subdivisions of States (cities, counties), Indian tribes, or tribal organizations (as such terms are defined in Section 5304 of Title 25).

The issues addressed by the STREETS initiative require a community-based approach and political subdivisions of states, Indian tribes, and tribal organizations are uniquely positioned to implement STREETS activities because they have the scope and authority to direct the provision of services at the community-level.

For general information on eligibility for federal awards, see the Grants.gov website. For specific eligibility questions, see Agency Contacts.

Cost Sharing

Cost sharing/match is not required for this program.

Data Collection, Performance Measurement, and Performance Assessment

You must collect and report data and document your plan for data collection and reporting in Section E of your Project Narrative.

You must report *client-level* data in SAMHSA's Performance Accountability and Reporting System (SPARS) using SAMHSA's performance measurement tool. Data collection, the reporting tool, and related guidance will be provided post-award. The tool collects self-reported survey data from enrolled individuals and grantee-reported administrative data about the services provided. You can visit SAMHSA's Performance Measures webpage to view the performance measurement tool. Data must be entered in SPARS no later than 30 days after collection and must be collected at the following points:

1. Intake to SAMHSA-funded services.
2. Six-months post-intake (reassessment) for active clients.
3. 12-months post-intake and annually thereafter for active clients.
4. Administrative closeout from SAMHSA-funded services.

You must collect and report selected monitoring indicators on a quarterly basis. The data collection and reporting tool and related guidance will be provided post-award.

You will be required to report on measures related to outreach, screening, linkages to treatment and support, and prevention activities.

You will receive training and technical assistance on SPARS after award.

The data you collect allows SAMHSA to report on key outcome measures. Performance data may be reported to the public.

Your organization is also required to conduct an evaluation of your project. You will be asked to provide input on proposed evaluation questions and design, collect data, and report evaluation findings and recommendations. Evaluations are conducted to build an evidence base for the program. Your evaluation will enable you to improve project performance and increase understanding of factors that contribute to the success of your program. SAMHSA will provide additional requirements on the scope and expectation after award.

A cross-site evaluation, conducted to build an evidence base, may be required for this program. If SAMHSA conducts a program evaluation, details will be shared with you when available, including the type of evaluation and evaluation questions. You may need to collect additional client-level and program-level data and involve any subrecipients. For more information, see FAQs.

Performance Assessment

Your organization is required to submit annual programmatic progress reports that demonstrate if you are meeting the objectives you selected for this project and achieving the outcomes you anticipated, and if any changes need to be made. You must review your performance data to find out if you are making progress and improving project management. Refer to Reporting Requirements for information on submitting these reports.

Required measurement areas will include:

- Area homeless census, including unsheltered homelessness.
- Engagement in recovery supports.
- Treatment initiation and retention rates.
- Employment and educational outcomes.
- Use of emergency services.
- Criminal justice involvement.

- Transitions to stable housing and housing stability.
- Rates of return to homelessness.

For more information on completing this section, see Developing Goals and Measurable Objectives and Developing the Plan for Data Collection and Performance Measurement.

Using Evidence-Based and Evidence-Informed Practices

SAMHSA funds are used to provide services or practices that are proven to be evidence based and are appropriate for the individuals to be served by the project. In Section C of the Project Narrative, you must identify the evidence-based practice (EBP) and/or evidence-informed practice (EIP) that will be used. For more information, see the Grants Glossary.

If an EBP(s) exists for the individuals to be served and types of problems or disorders being addressed, it is expected you will use the available EBP(s). If an EBP does not exist but there are evidence-informed practices that are appropriate, you may implement these interventions. In C.3, you must discuss how you will ensure the fidelity of the practice(s) you will implement.

You can visit SAMHSA's Evidence-Based Practices Resource Center to identify the appropriate practices for mental illness and substance use prevention, treatment, and recovery support that can be used in your project.

Cooperative Agreement Requirements

These awards are being made as cooperative agreements because they require substantial post-award federal staff participation in the oversight of the project. Under this cooperative agreement, the roles and responsibilities of your organization and SAMHSA staff are:

Your organization must:

- Comply with terms and conditions of this cooperative agreement.
- Work with SAMHSA staff in implementing and monitoring the project.
- Submit performance measures data via SPARS.
- Submit all required performance assessments, evaluations, financial reports, and continuation award applications.
- Participate in monthly calls with your Government Project Officer (GPO), to keep federal program staff informed of emerging issues, developments, and problems.

- Participate in selected technical assistance and engagement activities identified by your GPO.

SAMHSA staff roles:

Your GPO is responsible for program monitoring, providing technical assistance and conducting site visits. Your GPO will work with you on implementing program and evaluation activities and make recommendations about program continuance.

SAMHSA staff will:

- Schedule routine conference calls and provide technical assistance, consultation, and be available for additional assistance when appropriate.
- Serve as a point of contact to facilitate technical assistance, connection to other grantees and resources, and resolution of program questions.
- Participate in meetings with partners and stakeholders to represent SAMHSA and answer questions related to federal participation.
- Review and approve all key personnel.
- If applicable, approve the contingency management readiness plan.

Your **Grants Management Specialist** (GMS), within SAMHSA's Office of Financial Resources is responsible for ensuring that your project is complying with all applicable federal laws, regulations, guidelines, and the terms and conditions of award. The GMS will frequently participate with your GPO on the monthly monitoring calls.

SAMHSA Strategic Priorities and Other Expectations

When developing your project, you must consider SAMHSA's Strategic Priorities, which includes recovery, a commitment to innovation, data, gold-standard science, and access to high quality services for all, which align with the Administration's Make America Healthy Again [PDF] Initiative. In addition, there are other expectations included in *Section I [PDF]* in the *Application Guide* that you must consider as you design your project.

As a part of the project funded under this NOFO, the recipient is required to adhere to the following principles where consistent with the authority and scope of the award and its activities:

1. **Evidence-Based and Outcome-Focused Practices:** Design and deliver services using evidence-based or evidence-informed approaches grounded in gold-standard science, establish measurable performance goals, and use data to monitor outcomes and drive continuous improvement and accountability.
2. **Program Integrity and Fiscal Stewardship:** Administer funds in accordance with all applicable federal statutes, regulations, and award conditions; maintain strong internal controls; and ensure the efficient and effective use of taxpayer dollars while preventing waste, fraud, and abuse.
3. **Partnership and Coordination:** Consistent with program purpose and authorization, coordinate with law enforcement, juvenile and criminal justice systems, civil courts and civil commitment systems (including Assisted Outpatient Treatment programs where available and in alignment with state law), crisis services (including the 988 Crisis and Suicide Lifeline), and state, tribal, territorial, local, and community partners, as appropriate, to engage individuals in prevention activities, treatment, and support while tailoring services to meet community needs.

In addition, the recipient should advance the following objectives in programs that are authorized to advance them:

4. **Treatment for Serious Mental Illness and Complex Needs:** Serve individuals with the most serious and complex behavioral health needs, including those with serious mental illness and co-occurring substance use and mental health disorders, through access to evidence-based treatment.
5. **Crisis Intervention and Emergency Services:** Expand access to crisis intervention care and services, coordinating with crisis systems and first responders to ensure public safety and suicide prevention.
6. **Recovery, Sobriety, and Self-Sufficiency:** Provide support and treatment to help individuals achieve long-term recovery, sobriety, independence, and improved functionality in work-life responsibilities.

The recipient must demonstrate ongoing compliance with these principles and objectives, in all programs that are authorized to advance them, through program design, implementation, reporting, and evaluation. Failure to meaningfully align funded activities with the applicable requirements may result in corrective action, additional reporting requirements, or other enforcement actions consistent with federal grant regulations found at 2 C.F.R. Part 200 and the terms and conditions of this award.

As referenced in SAMHSA's Dear Colleague Letter [PDF] on Medication-Assisted Treatment (MAT), if your proposed project funds MAT/medications for opioid use disorder (MOUD), this funding should be used to provide comprehensive treatment and recovery support services rather than medication-only models for opioid use disorder. Services should include medications, where clinically indicated, in conjunction with psychosocial and other treatment and recovery support services. Funding can also be used to support individualized tapering and discontinuation of medications when clinically indicated.

Upon achieving stability in treatment and building sufficient recovery support, and at least annually, clinicians should engage in a discussion with patients to assess treatment and recovery goals and the continued use of medications. Continuation should be evaluated on an individual basis, taking into consideration progress toward treatment goals, stability in treatment, recovery capital, and patient preference.

When a shared decision to discontinue medication is made, discontinuation should be a gradual process with intensified support and monitoring to guard against resumption of drug use and done in the context of ongoing comprehensive care.

If your proposed project funds training/TA related to MAT/MOUD, this funding should be used to provide training to clinicians and other behavioral health providers on the clinically appropriate use of medications in the treatment of substance use disorders, including options for safe tapering and discontinuation when clinically indicated, and regular, at least annual, reviews for continuing treatment. This training should include strategies to support shared decision-making by ensuring patients are fully informed of the risks and benefits of medication treatment initiation, continuation, and discontinuation. Training must ensure providers educate patients about and facilitate access to comprehensive substance use treatment and recovery support services.

Training should include tools to support the development of individualized comprehensive treatment plans with patients that include consideration of medication treatment duration, and tapering and discontinuation, as clinically indicated based on the patient's individual circumstances, recovery, and preferences.

Recipient Meetings and Technical Assistance

You are expected to participate in SAMHSA technical assistance activities as directed by SAMHSA.

We plan to hold virtual grant meetings and your full participation in these meetings is expected. You will be given more information about these meetings at a future date.

Funding Restrictions and Limitations

The following are funding restrictions for this project:

- Food is an allowable expense[3] in conjunction with mental and/or substance use disorder treatment services. The amount cannot be more than $10.00 per client per day.
- You must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 3729(b)(4).
- Capitalizable infrastructure, such as computer systems or software, is recoverable as depreciation through an approved negotiated indirect cost rate or 15 percent *de minimis* rate in accordance with your organization's existing capitalization/amortization policies.
- Funds may not be used to pay for non-sober/recovery housing, housing application fees, or housing security deposits. [Note: Sober/recovery housing is an allowable cost.].
- Housing placements must allow access to and use of FDA-approved medications, including MSUD and psychiatric medications.
- Medications to treat HIV, Hepatitis B, Hepatitis C, or LTBI.
- Pre-Exposure Prophylaxis (PrEP) and Post-Exposure Prophylaxis (PEP) for HIV.
- Discretionary awards shall not be used to fund, promote, encourage, subsidize, or facilitate:
  - **Racial preferences or other forms of racial discrimination by the recipient, including activities where race or intentional proxies for race will be used as a selection criterion for employment or program participation.**
  - **Denial by the recipient of the sex binary in humans, or the belief that sex is a chosen or mutable characteristic.**

- **Illegal immigration.**
- **Any other initiatives that compromise public safety.**

- Discretionary awards must not support harm reduction as outlined in SAMHSA's Dear Colleague Letter [PDF]on the Executive Order on Ending Crime and Disorder on America's Streets.
- Housing First approaches are not permitted under this program.
- If applicable, Contingency Management (CM) funds may not be used to make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services (See 42 U.S.C. 1320a-7b(b)). Funds may not be used to offer CM incentives in the form of cash or cash equivalents. Furthermore, enhanced or expedited access to SUD treatment or recovery support services are not permitted as incentives.

Note: Per Standard Funding Restrictions in Section G [PDF] in the *Application Guide*, a treatment or prevention provider may provide up to $30 non-cash incentive to individuals to participate in required data collection follow-up. This amount may be paid for participation in each required follow-up interview, and it is not considered to be a part of CM funding amounts or subject to the CM guardrails.

You must also comply with SAMHSA's Standards for Financial Management, Standard Funding Restrictions and Principles in Section G in the *Application Guide*.

All activities proposed in your application and budget narrative must align with applicable law, including but not limited to statutes, executive orders, federal regulations and applicable judicial holdings. Applications must also align with SAMHSA Strategic Priorities. If an application does not align, the application will not receive funding to the extent permitted by law and applicable court orders.

Evidence of Experience and Credentials

SAMHSA trusts that only existing, experienced, and appropriately credentialed organizations with an established record of service delivery and expertise are able to provide the required services quickly and effectively. All required activities must be provided by you directly, by subrecipients, or through referrals to partnering agencies.

In Attachment 1, you must provide:

- Letters of Commitment (LOCs) from each mental health and substance use disorder prevention, treatment, or recovery support provider organization (which may include you). The LOC must state the organization's specific role, activities, and services provided for the project.
- LOCs from all required partners and stakeholders.
- Experience: Each mental health and substance use disorder prevention, treatment, or recovery support provider organization (which may include you) must submit documentation demonstrating at least two years of experience providing relevant services (as of the due date of the application).
- Official documents: Each service provider must submit documentation demonstrating compliance with all applicable local (city or county) and state licensing, accreditation, and certification requirements (as of the due date of the application).

The above requirements apply to all service provider organizations. An individual's license cannot be used. Tribes and tribal organization mental health and substance use disorder prevention, treatment, recovery support providers must follow all applicable tribal licensing, accreditation, and certification requirements, as of the due date of the application.

This is not a screen-out criterion. Following the review of your application, you may be requested to submit additional documentation or verify that the documentation submitted is complete. **Your application will not be considered for an award if the requested information is not received by the due date.**



Step 2:
Get Ready to Apply

In this step

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Get Registered

SAM.gov

You must have an active account with SAM.gov to apply. SAM.gov registration can take several weeks. Begin that process today.

To register:

- Go to SAM.gov Entity Registration and select Get Started. From the same page, you can also select the Entity Registration Checklist for the information you will need to register.
- You must agree to the financial assistance general certifications and representations [PDF] specifically. Those for contracts are different.

When you register, you will also receive your required Unique Entity Identifier (UEI).

Once you register:

- You will have to maintain your registration throughout the life of any award.
- If your organization has multiple UEIs, use the one associated with your physical location.

Grants.gov

You must also have an active account with Grants.gov. You can see step-by-step instructions in the Grants.gov Quick Start Guide for Applicants.

eRA Commons

You must register in eRA Commons. Register at least six weeks before the application deadline.

See guidance at eRA Help and Tutorials and in *Section A* of the *Application Guide.*

Find the Application Package

The application package has all the forms you need to apply. You can find it online. Go to Search Grants at Grants.gov or eRA ASSIST and search for opportunity number **SM-26-019.**

If you can't use Grants.gov to download application materials, you may request them from dgr.applications@samhsa.hhs.gov.



Step 3:
Build Your Application

In this step

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Application checklist

Make sure that you have everything you need to apply:

Narratives

Component	Form to use	Page limit
☐ Project abstract	Project Abstract Summary form.	1 page
☐ Project narrative	Project Narrative Attachment form	20 pages
☐ Budget narrative	Budget Narrative Attachment form	None

Attachments

Insert each in the Other Attachments form (Grants.gov) or Other Narratives Attachment form (eRA ASSIST) in this order.

Component	Page limit
☐ 1. Letters of commitment (LOCs)/Service Providers/Evidence of Experience and Credentials	None
☐ 2. Data collection instruments and interview protocols	None
☐ 3. Sample consent forms	None
☐ 4. Project timeline	2 pages
☐ 5. Biographical sketches and position descriptions	See: Biographical Sketches
☐ 6. Confidentiality and SAMHSA Participant Protection	None
☐ 7. Letter to the State Point of Contact	None
☐ 8. Documentation of nonprofit status,*not applicable*	None
☐ 9. Negotiated Indirect Cost Rate Agreement (NICRA), if applicable	None
☐ 10. Charitable Choice Form	None
☐ 11. Contingency Management Plan, if applicable	None

Other required forms

Use each required form in Grants.gov or eRA.

Component	Page limit
☐ Application for Federal Assistance (SF-424)	None
☐ Budget Information for Non-Construction Programs (SF-424A)	None
☐ Assurances for Non-Construction Programs (SF-424B)	None
☐ Project/Performance Site Location(s)	None
☐ Grants.gov Lobbying Form	None

Application Contents and Format

This section includes guidance on each item found in the application checklist.

The following links contain information on:

- Formatting instructions and information on system validation requirements
- **Completing forms and required components** (*Section A* in the *Application Guide*)

Project Abstract

Page limit: 1 page

Your project abstract should include:

- The project name.
- The geographic area served.
- The population size in the service area and number of people to be served annually and throughout the lifetime of the project.
- The age range and distribution of the population planned to be served.
- The clinical characteristics (diagnoses, service needs, etc.) of the population planned to be served.
- Strategies and interventions that will be implemented through the grant.
- Project goals.
- Measurable objectives (whenever possible, focus on objectives that relate to SAMHSA's Strategic Priorities).

In the first five or fewer lines of your abstract, write a summary of your project that can be used in publications, reports to Congress, and press releases, if you are funded.

Project Narrative

Page limit: 20 pages

Filename: Project Narrative

In developing your Project Narrative:

- Provide a detailed response to the merit review criteria.
- Follow the required formatting instructions.
- Stay within the page limit or we will not review your application. We recommend page limits for the subsections, but they are for guidance only. You may place citations in an attachment, which does not count in the 20-page limit.

Budget Narrative

Page limit: None

Filename: BNF

The budget narrative supports the information you provide in Standard Form 424-A. See Other Required Forms.

It includes added detail and justifies the costs you ask for. As you develop your budget, consider:

- If the costs are reasonable and consistent with your project's purpose and activities.
- The restrictions on spending funds. See funding limitations.

To create your budget narrative, see detailed instructions and a template in *Section F* in the *Application Guide*.

Attachments

You will upload attachments in Grants.gov using the **Other Attachments form** or in eRA ASSIST using the **Other Narratives Attachment form**.

Use only the following attachments listed. If your application includes any attachments not required in this document, they will be disregarded.

Do not use attachments to extend or replace any of the sections of the Project Narrative. Reviewers will not consider them if you do.

Name the attachments: Attachment 1, Attachment 2, and so on.

Attachment 1: Letter(s) of Commitment (LOC)/Service Providers/Evidence of Experience and Credentials

In **Attachment 1**, you must provide:

- Letters of Commitment (LOCs) from each mental health and substance use disorder prevention, treatment, or recovery support provider organization (which may include you). The LOC must state the organization's specific role, activities, and services provided for the project.
- LOCs from all required partners and stakeholder members.
- Experience: Each mental health and substance use disorder prevention, treatment, or recovery support provider organization (which may include you) must submit documentation demonstrating at least two years of experience providing relevant services (as of the due date of the application).
- Official documents: Each service provider must submit documentation demonstrating compliance with all applicable local (city or county) and state licensing, accreditation, and certification requirements (as of the due date of the application).

Attachment 2: Data Collection Instruments and/or Interview Protocols

If you are using standardized data collection instruments or interview protocols, you do not need to include these in your application. Instead, provide a web link to the appropriate instrument or protocol.

If the data collection instrument or interview protocol is not standardized, include a copy in **Attachment 2.**

Attachment 3: Sample Consent Forms

As appropriate, submit sample consent forms that provide for:

- Informed consent for participation in service intervention.
- Informed consent for participation in the data collection component of the project.
- Informed consent for the exchange (release or request) of confidential information.

Attachment 4: Project Timeline

Page limit: 2 pages

This attachment is scored by reviewers. Provide a chart or graph depicting a realistic timeline for the entire four years of the project period. Show dates, key activities, and responsible staff. The key activities must include the requirements outlined in Required Activities.

Attachment 5: Biographical Sketches and Position Descriptions

See biographical sketches and position descriptions for more information. Position descriptions should be no longer than one page each and biographical sketches should be no more than two pages.

Attachment 6: Confidentiality and SAMHSA Participant Protection and Human Subjects

See *Section C* in the *Application Guide* for full information about how to complete this required attachment.

Attachment 7: Letter to the State Point of Contact

Review information on Intergovernmental Review and in *Section J* in the *Application Guide* for detailed information on E.O. 12372 requirements to determine if this applies.

Attachment 8: Documentation of Nonprofit Status

Not Applicable

Attachment 9: Negotiated Indirect Cost Rate Agreement (NICRA)

If you have a NICRA, the document must be submitted.

Attachment 10: Form SMA 170 – Assurance of Compliance with SAMHSA Charitable Choice Statutes and Regulations

You must complete Form SMA 170 if your project is providing substance use prevention or treatment services.

Attachment 11: Contingency Management Plan (if applicable)

As a part of Attachment 11, you must:

- Submit a CM readiness plan to ensure: (1) that staff receive appropriate education on CM prior to implementation; and (2) that oversight of CM implementation and operation is in place. This CM plan must include a detailed description of how adherence to the safeguards described in the Advisory on Using SAMHSA Funds to Implement Evidence-Based Contingency Management Services [PDF] will be monitored.
- See Appendix A for more information.

Other Required Forms

You will need to complete some standard forms. Upload the following standard forms as listed on Grants.gov. You can find them in the NOFO Application Package or review them and their instructions at Grants.gov Forms.

Forms	Submission Requirement
Application for Federal Assistance (SF-424)	With application
Budget Information for Non-Construction Programs (SF-424A)	With application
Assurances for Non-Construction Programs (SF-424B)	With application
Project/Performance Site Location(s) Form	With application
Grants.gov Lobbying Form	With application

SF-424

Fill out all sections of the SF-424.

- In **Line 4** (Applicant Identifier), enter the eRA Commons Username of the Project Director (PD)/Principal Investigator (PI).
- In **Line 8b** (Employer/Taxpayer Identification Number (EIN/TIN)), enter the recipient organization's **12-character EIN and suffix** as registered with the Payment Management System (PMS), if applicable. If not registered in PMS, enter the recipient organization's EIN.
- In **Line 8f**, enter the name and contact information of the PD identified in the budget and in Line 4 (eRA Commons Username).

- In **Line 17** (Proposed Project Date), enter: a. Start Date: 9/30/2026; b. End Date: 9/29/2030.
- **In Line 18** (Estimated Funding), enter the amount requested or to be contributed for the first budget/funding period only by each contributor.
- **Line 21** is the Authorized Representative and should not be the same individual as the PD in Line 8f.

It is recommended you review the sample of a completed SF-424 [PDF].

SF-424A Budget Information Form

Fill out all sections of the SF-424A using the instructions below. **The totals in Sections A, B, and D must match.**

Section A – Budget Summary:

- As cost sharing/match is not required, use the first row only (Line 1) to report the total federal funds (e) and non-federal funds (f) requested for the first year of your project only.

Section B – Budget Categories:

- As cost sharing/match is not required, use the first column only (Column 1) to report the budget category breakouts (Lines 6a through 6h) and indirect charges (Line 6j) for the total funding requested for the first year of your project only.

Section C – Non-Federal Resources:

- As cost sharing/match is not required, leave this section blank.

Section D – Forecasted Cash Needs:

- Enter the total funds requested, broken down by quarter, only for Year 1 of the project period.
- Use the first row for federal funds and the second row (Line 14) for non-federal funds.

Section E – Budget Estimates of Federal Funds Needed for the Balance of the Project:

- Enter the total funds requested for the out years (e.g., Years 2, 3, and 4). For example, if funds are being requested for four years total, enter the requested budget amount for each of those budget period in columns b, c, and d (i.e., three out years):
  - (b) First column is the budget for the second budget period.

- (c) Second column is the budget for the third budget period.
- (d) Third column is the budget for the fourth budget period.

Use Line 16 for federal funds and Line 17 for non-federal funds.

See Formatting Requirements to review common errors in completing the SF-424 and the SF-424A. These errors will prevent your application from being successfully submitted.

It is highly recommended you use the Budget Template on the SAMHSA website. See the Budget Template Users Guide [PDF] and the sample completed SF-424A forms at: Sample SF-424A (Match Not Required) [PDF] **For additional information, see Section F in the *Application Guide* and Budget Related FAQs.**



Step 4: Learn About Review and Award

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Application Review

Initial Review

We review each application to make sure it meets basic requirements. We will not consider an application that:

- Is from an organization that does not meet all eligibility criteria.
- Is submitted after the deadline.
- Exceeds the 20-page limit for the Project Narrative.

Merit Review

Project Narrative

Your **Project Narrative** describes the proposed project. Peer reviewers will assess your response to the criteria below. The following instructions should be considered as you develop the Project Narrative:

- The Project Narrative cannot be longer than 20 pages.
- There are up to five sections (Sections A–E) and you must use the section numbers and headings listed in the Evaluation Criteria (e.g., A.1, B.2) **before the response to each criterion.**
- Do not combine two or more criteria or refer to another section of the Project Narrative in your response.
- Reviewers will only consider information included in the appropriate numbered criterion.
- The number of points after each section heading is the maximum number of points a reviewer may give for that section.
- Unless required, cost-sharing will not be a factor in the review of your response to the criteria.

A: Population of focus and need statement (10 points – approximately 3 pages)

1. Identify and describe the individuals this project will serve and the geographic area where services will be provided.
2. Describe the population you will serve in terms of age, sex (male/female), socioeconomic status, clinical characteristics, veteran status, and system involvement (e.g., criminal justice, social services, child welfare). Note: **racial preferences or other forms of racial discrimination by the**

recipient, including activities where race or intentional proxies for race will be used as a selection criterion for employment or program participation are prohibited.

3. Describe the need for this project, including housing, treatment, and service gaps, differences in access to care, and current prevalence rates or incidence data to show the scope of the problem. Identify your data sources (e.g., National Survey on Drug Use and Health (NSDUH)). You may include citations in an attachment – they do not count toward the page limit.

B: Proposed implementation approach (30 points – approximately 7 pages)

1. State your project goals and measurable objectives. These must align with your statement of need in A.3. (See Developing Goals and Measurable Objectives.)

Complete the following table for the 4-year project period.

Number of Unduplicated Individuals to be Served with Award Funds				
Year 1	Year 2	Year 3	Year 4	Total

2. Describe how you will implement all the required activities and selected allowable activities.
3. Describe how your proposed implementation approach will address SAMHSA Strategic Priorities, Executive Order 14321 "Ending Crime and Disorder on America's Streets initiative" and Executive Order 14379 "Addressing Addiction Through the Great American Recovery Initiative."
4. In Attachment 4, provide no more than a two-page chart or graph depicting a realistic timeline for the entire 4 years of the program. It must include:
    - Dates, key activities (including all required activities, and responsible staff).
    - Indicate when service delivery will begin.

    Note: The attachment does not count toward the page limit for the Program Narrative.

C: Proposed evidence-based practice (EBP) and/or evidence-informed practice (EIP) (20 points – approximately 3 pages)

1. Identify the EBP(s) and/or EIP(s) that you will use. Discuss how each intervention chosen is appropriate for the individuals you will serve.
2. Describe any modification(s) you will make to the EBP(s) and/or EIP(s) and the reasons the modification(s) are necessary. If you are not proposing to make any modification(s), indicate so in your response.
3. Describe how you will ensure the fidelity of the selected practice(s) that will be implemented. For more information about monitoring fidelity, see Fidelity Monitoring Tip Sheet [PDF].

D: Organizational experience and staffing (25 points – approximately 4 pages)

1. Describe your local system's current capacity to provide coordinated behavioral health and housing services.
2. Describe your community's capacity and activities in the following areas:
    - Enforcing prohibitions on open illicit drug use, urban camping, squatting, and sex offender registration compliance.
    - Using AOT, civil commitment, and other court-supervised treatment mechanisms.
    - Innovative approaches to housing, employment, educational support with high rates of housing stability over time.
    - Serving and providing housing-related supports for populations with serious and complex needs, including individuals with SMI, OUD and polysubstance use.
    - Leveraging innovative technology and data sharing to support identification, tracking, and supports.
    - Connecting chronically homeless individuals or frequent users of emergency services with housing.
3. Identify any organization(s) you will partner with. For each, include a description of their experience providing services to the individuals you plan to serve and their specific roles and responsibilities for this project. [Note: LOCs from each mental health and substance use disorder prevention, treatment, or recovery support provider organization, as well as from all required partners and stakeholder members must be included in Attachment 1.].

4. Provide a complete list of all significant staff positions for the project, including the key personnel (Project Director, Program Coordinator, Program Evaluator). For each, describe their:
    - Role.
    - Level of effort (LOE), stated as a percentage of employment (e.g., 1.0 FTE = full-time).
    - Qualifications, including their experience providing services to the individuals to be served.

E: Data collection and performance measurement (15 points – approximately 3 pages)

1. Describe how you will collect the performance measures and measurable objectives data for this project, which will measure the success and progress towards your goals.
2. Describe how you will use the data to manage, monitor, and enhance the program (see Developing the Plan for Data Collection and Performance Measurement).
3. Describe your plans for the required internal program evaluation, outcomes measurement, and quality improvement activities, including detail about the required measurement areas.

Risk Review

Before making an award, we review the risk that you will not prudently manage federal funds. We need to make sure you have handled any past federal awards well and demonstrated sound business practices.

We use SAM.gov Responsibility/Qualification to check this history for all awards likely to be over $250,000.

You can comment on your organization's information in SAM.gov. We will consider your comments before making a decision about your level of risk.

If we find a significant risk, we may choose not to fund your application or to place specific conditions on the award.

For more details, see 2 CFR Part 200.

Review and Selection Process

When making funding decisions, we consider:

- Peer review results. Reviewers evaluate an application's scientific/technical aspects through the merit review process, which is an evaluation of the merits of the submitted application(s) based on the criteria/guidelines provided in the NOFO. The results of that merit review are advisory in nature only. Program offices and approving officials make final determinations for funding.
- Alignment with agency priorities. Before final funding decisions are made, applications will be reviewed for consistency with applicable laws and alignment with SAMHSA Strategic Priorities. To the extent permitted by law and applicable court orders, applications that do not align with SAMHSA Strategic Priorities will not receive funding.

The program office and approving official make the final determination for funding. Decisions may be based on the following:

- Approval by both the Center for Mental Health Services and Center for Substance Abuse Treatment National Advisory Councils.
- Availability of funds.
- Submission of any required documentation that must be received prior to making an award.

Other principles that may be considered in funding decisions include:

- Preference for discretionary awards should be given to institutions with lower indirect cost rates.
- Discretionary grants should be given to a broad range of recipients rather than to a select group of repeat players. Grants should be awarded to a mix of recipients likely to produce immediately demonstrable results and recipients with the potential for potentially longer-term, breakthrough results, in a manner consistent with the funding opportunity announcement.
- To the extent institutional affiliation is considered in making discretionary awards, agencies should prioritize an institution's commitment to rigorous, reproducible scholarship over its historical reputation or perceived prestige. As to science grants, agencies should prioritize institutions that have demonstrated success in implementing Gold Standard Science.

Award Notices

You will receive an email from eRA Commons that describes how you can access the application review results, including the application score. If your application is approved for funding, a Notice of Award (NoA) will be emailed to: (1) the Signing Official identified on page 3 of the SF-424 (Authorized Representative section); and (2) the Project Director identified on page 1 of the SF-424 (8f).

If your application is not funded, an email will be sent to you from eRA Commons. This email will include a summary of the peer reviewer comments and scores. It may take up to four months from the program's award date for this information to be sent to you.

The NoA is the only document that authorizes recipients to receive federal funding for a project.



Step 5:
Submit Your Application

In this step

Submission Requirements and Deadlines 51

Submission Requirements and Deadlines

Go to Find the Application Package to make sure you have everything you need.

Make sure you are current with SAM.gov and UEI requirements.
See Get Registered.

You must maintain your registration throughout the life of any award.

Deadlines

Application

Due on Friday, July 17, 2026.

- For electronic submissions, the due time is 11:59 p.m. ET.
- If you receive an exemption from electronic submission, the due time is 4:30 p.m. ET. See exemptions for paper applications (3.2) in *Section A* in the *Application Guide*.
- When your application is submitted, it must pass validation checks for both Grants.gov and eRA. You will receive emails from both systems to either confirm the application successfully passed validation checks, or to notify you that there were errors that must be fixed before the application can be considered successfully submitted.
- If using the Grants.gov Workspace tool, use the Preview Grantor Validation feature in Grants.gov before submitting your application. Doing so will allow you to validate your application and review/fix all errors and warnings before submitting.
- It is strongly advised that organizations log into their eRA Commons account post submission to confirm submission status, as emails from each system could be placed in a recipient's junk mail folder and go unread.

Intergovernmental review

You will need to submit application information for intergovernmental review under Executive Order 12372. Under this order, states may design their own processes for obtaining, reviewing, and commenting on some applications. For more information, see *Section J* in the *Application Guide*.

This requirement does not apply to states or American Indian and Alaska Native tribes or tribal organizations.



Step 6: Learn What Happens After Award

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Post-award Requirements and Administration

Administrative and National Policy Requirements

There are important rules you need to know if you get an award.
You must follow:

- All terms and conditions in the NoA. We incorporate this NOFO by reference. You can see SAMHSA's standard terms and conditions on our website.
- The regulations at 2 CFR Part 200 — Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, modifications at 2 CFR 300, and any superseding regulations.
- The HHS Grants Policy Statement (GPS). Your NoA will reference this document. If there are any exceptions to the GPS, they'll be listed in your NoA.
- All federal statutes and regulations relevant to federal financial assistance, including those highlighted in HHS Administrative and National Policy Requirements [PDF]. See *Section H [PDF]* in the *Application Guide.*
- All anti-discrimination laws: By applying for or accepting federal funds from HHS, you certify compliance with all federal antidiscrimination laws and these requirements. Complying with those laws is a material condition of receiving federal funding streams. You are responsible for ensuring subrecipients, contractors, and partners also comply.
- SAMHSA grants must align with SAMHSA and presidential priorities and policies.
- SAMHSA may terminate an award in accordance with any of the conditions set forth in 2 CFR 200.340(a)(1)–(4), including when an award no longer effectuates program goals or agency priorities as provided in 2 CFR 200.340(a)(4).

Reporting Requirements

If funded, you will have to follow reporting requirements. The Notice of Award (NoA) will provide specific details.

You are required to submit an annual Programmatic Progress Report (PPR) in Years 1 through 3 and a cumulative Final Progress Report (FPR) in Year 4. The annual progress report is due within 90 days of the end of each budget period. The cumulative Final Progress Report must be submitted within 120 days after the end of the entire project period.

You must use the OMB-approved Excel Programmatic Progress Report (PPR) template for your program. The PPR must discuss:

- Updates on key personnel, budget, or project changes (as applicable).
- Progress achieving goals and objectives and implementing evaluation activities.
- Progress implementing required and selected allowable activities, including accomplishments, challenges and barriers, and adjustments made to address these challenges.
- Problems encountered serving the populations of focus and efforts to overcome them.
- Success stories.
- Program specific measures (PSM), including organizations/providers who are part of the community partnership.

After receiving your grant award, you will be required to submit various financial reports to SAMHSA. Please see SAMHSA Reporting Requirements.

Appendix A

Contingency Management (CM)

Contingency Management (CM) interventions can provide incentive values of up to $750 per individual patient, per year. There is no set limit on the value of each motivational incentive to reinforce a specific behavior.

To mitigate the risk of fraud and abuse by providers or clinics, while also promoting evidence-based practice, grant recipients proposing to implement CM interventions as part of their grant award will be required to comply with the following conditions:

1. Grant recipients must use an evidence-based protocol for delivering CM that is consistent with the needs of the population of focus and aligns with the following requirements:
    - Either prize-based or voucher-based protocols are permitted.
    - Abstinence, SUD treatment attendance, and medication adherence are allowed to be used as incentivized behaviors.
    - Receipt of the CM incentive is contingent upon achievement of a specified behavior, consistent with the patient's treatment plan, which has been verified with objective evidence.
    - The minimum required duration of treatment is 12 weeks.
    - Incentive magnitudes must align with what has been found effective in the research literature (with adjustments for economic factors, such as high cost of living) to ensure that incentives sufficiently motivate achievement of the incentivized behavior.
    - Caps on the cumulative annual value of incentives per patient (below the $750 limit) must be high enough to accommodate incentives of a sufficient magnitude and to minimize the likelihood that patients being treated with prize-based CM have to prematurely discontinue treatment because they exceed the cap after receiving multiple high-value incentives.
    - Incentives must be provided immediately following verification that the incentivized behavior is achieved.
2. CM interventions that use abstinence as an incentivized behavior must conduct rapid point-of-care (POC) drug testing in person using an FDA-approved, Clinical Laboratory Improvement Amendments (CLIA)-waived test to verify the behavior. Sites must obtain CLIA certification prior to

implementing abstinence-based CM interventions. Offices or facilities using CLIA-waived tests must comply with all applicable laws and regulations, including CLIA certification requirements from the Centers for Medicare & Medicaid Services.

3. CM interventions that use SUD treatment attendance as an incentivized behavior may be delivered via telemedicine and other related evidence-based technological interventions (e.g., quitlines).
4. Assessment of whether incentivized behaviors are achieved (i.e., through POC testing or confirmation of treatment attendance or medication adherence) and the provision of incentives must be conducted by a health care practitioner who is authorized to provide SUD treatment services in that state. Peer specialists are not permitted to deliver CM, as many components of the intervention fall outside of their traditional scope of activities and can place them in a role of authority that conflicts with the peer-to-peer relationship. Peer specialists are nonetheless important members of the overall SUD care team and may provide other services to individuals receiving CM as authorized by the state in which they practice.
5. Recipients of CM services must be 18 years of age or older.
6. Each grantee that offers CM must designate one or more individuals to act as "champions" for CM implementation. The "champion" is responsible for:
    - Overseeing implementation of CM interventions at their facility or office.
    - Securing the necessary training for clinicians and staff.
    - Monitoring for fidelity to evidence-based practice.
    - Connecting CM providers with coaching as needed,
    - Monitoring the safe storage of tangible CM incentives, and tracking the release of incentives based on objective evidence of achieving the desired behavior.
    - Documentation and record-keeping related to the disbursement of CM incentives.
7. To ensure fidelity to evidence-based practice, those who will implement, administer, and supervise CM interventions must participate in CM-specific training prior to services starting. Training should be delivered by an advanced degree holder who is experienced in the implementation of evidence-based CM. Training should be easily accessible, and it can be delivered live or through pre-recorded training sessions. When individuals receive training through pre-recorded sessions, they should

have an opportunity to pose questions and to receive responses in a timely manner. Training should contain the following elements:

- The core principles of CM:
  - Behavior of focus.
  - Population of focus.
  - Type and value (or amount) of reinforcer (incentive).
  - Frequency of reinforcement distribution.
  - Timing of reinforcement distribution.
  - Duration of reinforcement(s) use.
- How to describe CM to eligible and ineligible patients.
- Evidence-based models of CM and protocols to ensure continued adherence to evidence-based principles.
- Testing methods and protocols for specific substances and/or behaviors including opportunities to challenge test results.
- Allowable incentives, appropriate selection of incentives, storage of incentives, and immediacy of awards (as proximal to the behavior or test as feasible).
- Integration of CM into clinical activities and program design.
- Documentation standards.
- Roles and responsibilities, including the roles of the supervisor, decision maker and direct care staff.
- Techniques for clinical supervisors to provide ongoing oversight and coaching.

8. The grantee's organization must maintain written documentation in the patient's medical record that includes the following:
   - The type of CM model and incentives offered that are recommended by the patient's licensed health care professional.
   - A description of the CM incentive furnished.
   - An explanation of the health outcome or specific behavior achieved.
   - A tally of incentive values received by the patient, to confirm that per incentive and total incentive caps are observed.
9. CM is delivered to patients for whom it is recommended by their treating clinician, who is licensed under applicable state law.
10. The CM incentive may be tangible items or vouchers or gift cards with purchase restrictions. Cash, unrestricted cash equivalents, parenting time, and enhanced or expedited access to SUD treatment or recovery

support services are not permitted as incentives. Additionally, the following items are not permitted as incentives and must be restricted from purchase using vouchers or gift cards:

- Weapons.
- Intoxicants (e.g., alcohol).
- Over-the-counter preparations containing possible intoxicants (e.g., dextromethorphan).
- Tobacco products.
- Pornographic materials.
- Gambling-related items (e.g., lottery tickets).

11. CM is intended to be a one-time intervention and an adjunct to other therapeutic modalities. However, repeat courses of CM are permissible if:
    - At least 12 months have elapsed since the completion of the person's last CM course.
    - The treating clinician believes that, based on changes in the individual's clinical status, circumstances, or environment, a repeat course of CM is now more likely to achieve sustained benefit.
    - Other evidence-based treatment options have been considered.
12. No person markets the availability of a CM incentive to encourage a patient to receive federally reimbursable items or services or to receive such items and services from a particular provider or supplier.
13. Patients will be informed that they are not permitted to enroll in more than one CM service, and that this includes CM services offered by different agencies or entities.
14. In addition to the data elements required under this grant, grantees implementing CM are also required to report out on the following additional CM metrics:
    - Number of entities implementing CM.
    - Number of unique individuals receiving CM services.
    - Type (prize-based or voucher-based) and focus (attendance and/or abstinence) of CM services provided.
    - Average incentive amount received per person.
    - The number of people who discontinued CM services for an unplanned reason during the CM treatment intervention.
    - Number of people who continued CM treatment to completion.

In addition to the above safeguards, grant recipients should read the HHS Report to Congress on CM for the Treatment of Substance Use Disorders and comply with all recommendations under the *Enhancing Clinical Approaches to CM Delivery* and *Provider and Organizational Standards to Promote Evidence-Based Practices for CM* sections.

Endnotes

1. The 2024 Annual Homeless Assessment Report (AHAR) to Congress. The U.S. Department of Housing and Urban Development 2024. https://www.huduser.gov/portal/datasets/ahar/2024-ahar-part-1-pit-estimates-of-homelessness-in-the-us.html . ↕
2. Kushel, M., Moore, T., et al. (2023). Toward a New Understanding: The California Statewide Study of People Experiencing Homelessness. UCSF Benioff Homelessness and Housing Initiative. https://homelessness.ucsf.edu/our-impact/studies/california-statewide-study-people-experiencing-homelessness . ↕
3. Appropriated funds can be used for an expenditure that bears a logical relationship to the specific program, makes a direct contribution, and be reasonably necessary to accomplish specific program outcomes established in the grant award or cooperative agreement. The expenditure cannot be justified merely because of some social purpose and must be more than merely desirable or even important. The expenditure must neither be prohibited by law nor provided for through other appropriated funding. ↕

MEMORANDUM

TO: Mayor John Horhn

FROM: Angela Brown, Planning and Development Director

DATE: July 6, 2026

RE: SAMHSA STREETS Grant Opportunity

This memo requests City Council authorization for the City of Jackson to submit an application to the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA) for the Safety Through Recovery, Engagement, and Evidence-Based Treatment and Support (STREETS) grant program, and to accept the award if offered.

The City has been developing a plan to address unsheltered homelessness in Jackson, built around three coordinated tracks: rapid resolution for people newly entering homelessness, systematic closure of encampments paired with maintenance agreements, and a dedicated Complex Case Team for individuals with the most acute behavioral health and medical needs.

Regional data underpinning that plan show approximately 1,675 individuals entering homelessness in the Jackson region each year, an increase of 47% since 2022. About 74% of people who enter shelter leave within an average of 50 days, but 26% of those return within six months. A smaller group, an estimated 150 individuals per year, experiences continuous long-term homelessness and is concentrated in encampments rather than shelter. The STREETS program funds exactly this kind of street-based engagement, treatment, and recovery work, which makes it a direct match for the City's plan.

The application deadline is July 17, 2026. The total award is up to $3,000,000 per year.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CLUTCH CONSULTING GROUP, LLC TO PROVIDE SERVICES ASSOCIATED WITH ADDRESSING THE UNSHELTERED POPULATION IN THE CITY OF JACKSON

WHEREAS, the City of Jackson is committed to expanding access to safe, decent, affordable, and permanent housing opportunities for unhoused individuals in the City of Jackson; and

WHEREAS, Clutch Consulting Group, LLC has assisted the communities of Houston and Austin, Texas, and New Orleans, Louisiana, with the development of housing models that reduced the unhoused population and created stability in housing for those who were unsheltered; and

WHEREAS, the Mayor and the Department of Planning and Development are interested in establishing the **Solid Ground Housing Initiative,** which is intended to create housing stability for individuals and families experiencing homelessness or housing insecurity using a collaborative approach with non-profits and all community stakeholders; and

WHEREAS, the Solid Ground Housing Initiative will support activities including, but not limited to, housing navigation, landlord recruitment and engagement, supportive service coordination, housing stabilization strategies, program design and implementation, community outreach, and the development of housing solutions for qualifying populations; and

WHEREAS, the Mayor and the Department of Planning and Development recommend that the governing authorities retain Clutch Consulting Group, LLC to assist in the development of housing models that will reduce the unhoused population in the City of Jackson and the incidence of sleeping in public places; and

WHEREAS, the agreement will commence fourteen (14) days after the governing authorities for the City of Jackson, Mississippi, authorize the mayor to execute this agreement and will continue and remain in force until October 31, 2026, when the activities identified in Appendix A are anticipated to be completed. If there is an extension of the time for completion of the activities identified in Appendix A, then a similar extension will apply to the date of termination.

WHEREAS, the terms of the agreement with Clutch Consulting Group, LLC are as follows:

Services:

Consultant will provide services to Client as described in Appendix A: Scope of Services.

Changes and Additions to Scope of Services:

The scope of services identified in Appendix A constitutes Phase 1 of the Project. The Consultant *may* be asked to perform additional phases of the project; however, the Consultant does not have the exclusive right to perform services related to the project. Any change and addition to the scope of services beyond Phase I must be approved, authorized, and recorded in the minutes of the governing authorities. The City

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(Brown, Horhn)

of Jackson shall not be liable for the payment of compensation for additional services if not approved and recorded in the minutes of the governing authorities. Any change or addition to the scope of services shall be reduced to writing and signed by the parties subsequent to approval of the governing authorities and shall be deemed an amendment to the agreement.

Term:

The agreement will commence fourteen (14) days after the governing authorities for the City of Jackson, Mississippi, authorize the mayor to execute this agreement and will continue and remain in force until October 31, 2026, when the activities identified in Appendix A are anticipated to be completed. If there is an extension of the time for completion of the activities identified in Appendix A, then a similar extension will apply to the date of termination.

Compensation:

The City of Jackson will pay Consultant a sum not to exceed $80,000 for the services described in Appendix A, inclusive of the reimbursement for actual travel expenses incurred. In order to receive reimbursement for travel expenses, Clutch Consulting must furnish proof of the incurring of the expense.

Invoices and Time for Payment:

The City of Jackson will pay Consultant for services performed and reimbursement of expenses within forty -five (45) days of receipt of an invoice. Invoices for services must set forth the date services was performed, a description of the activity performed, identification of persons performing with hourly rate and location of performance. Any supporting documentation related to the service and activity should be included with the invoice. Charges associated with travel may be included on the same invoice as an invoice for services but must be accompanied by proof the expense.

Insurance:

In carrying out the work herein proposed, the Consultant will maintain, at a minimum, the following insurance coverage:

1) Commercial general liability insurance with limits of at least $1,000,000.00/$1,000,000.00 for bodily injury and $1,000,000.00/$1,000,000.00 for property damage.

2) Automobile liability insurance with limits of at least $1,000,000.00/$1,000,000.00 for bodily injury and $1,000,000.00/$1,000,000.00 for property damage.

3) Workers' Compensation insurance in the statutorily required amount.

4) Professional liability insurance in an amount not less than **$1,000,000.00.** This liability insurance shall remain in force from the contract date until one year following contract termination.

The Consultant shall provide a certificate of insurance evidencing the above insurance coverage before commencement of work, but failure of the City of Jackson to require production of the certificate shall not relieve the Consultant of its obligation to obtain such insurance. Upon the City of Jackson's request, the Consultant shall provide copies of policies corresponding to the certificate of insurance. The failure of the City of Jackson to request a copy of the insurance policy does not relieve the Consultant of its obligation to obtain such insurance and keep such insurance in force throughout the period of work.

Termination:

A. Termination for Convenience. This Agreement may be terminated in whole or part at any time for the City of Jackson's convenience by giving the Consultant written notice by any means reasonably calculated to be delivered to the Consultant at least ten (10) days in advance of the termination date. In the event the Agreement is terminated for convenience, the Consultant shall be compensated for approved costs incurred prior to the date of termination. The City of Jackson shall not be liable to the Consultant under this Agreement beyond the date of termination. All work completed by the Consultant as of the date of termination will be delivered to the City of Jackson within ten (10) days following termination.

B. Termination for Cause. The City of Jackson may terminate the agreement for cause if the Consultant fails to comply with terms, show progress in the performance of the work or if the quality of the work does not satisfactorily meet the goals and objectives of the City of Jackson. The City of Jackson will provide the Consultant with written notice identifying its intent to terminate the agreement and the basis for the intended termination. The Consultant shall be afforded a reasonable period of time to cure not exceeding fourteen (14) days. If the cure is not made within fourteen (14) days or upon any written extension of the cure period, then the agreement will terminate. The City of Jackson will not be liable to the Consultant beyond the date of termination.

Personnel and Facilities:

A. The Consultant warrants that it now has or will secure at its own expense, all personnel, equipment, and other materials and supplies required to perform the services under this Agreement within the required completion times referenced in the agreement or the Appendix. Such personnel shall not be employees of, nor have any contractual relationship with, the City of Jackson. All personnel assigned to work shall be fully qualified. The Consultant shall, upon request, provide to the City of Jackson résumés of all key personnel assigned to the work to be performed under this Agreement.

B. All subcontractors and personnel to be utilized by the Consultant in the performance of the work under this Agreement shall be subject to written approval by the City of Jackon.

C. The City of Jackson, Mississippi ("City of Jackson") is committed to cultivating and ensuring the quality of life of its citizens, through various programs, employment, initiatives, and assistance. The City encourages all persons, corporations, and/or entities doing business within the City, as well as those who seek to contract with the City on various projects and or conduct business in the City, to assist the City in achieving its goal by strongly considering City residents for employment opportunities.

D. Prior to commencement of the work, the Consultant shall provide to the City of Jackson a schedule of personnel who will be assigned to perform services identified in the scope of work. The schedule shall include an hourly billing rate for the particular individual.

Ownership of Materials:

The Consultant acknowledges that all plans, system documents, and materials developed in the performance of the agreement shall become the property of the City of Jackson upon termination of the agreement and tendering of sums owed.

Responsibility for Claims and Liability:

The Consultant will indemnify and save harmless the City of Jackson, its officers, and employees from negligent acts, errors, or omissions of the Consultant, its employees, agents, or servants, that results in the personal injury, damage to property, or death of any party or third party. In the event of joint or concurrent negligence of the City of Jackson and the Consultant, each party shall bear the portion of the loss or expense that is attributable to its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) that caused the personal injury, property damage, or death. Nothing in this paragraph shall be construed as waiving any immunity afforded the City of Jackson under the Mississippi Tort Claims Act.

Third Party Beneficiaries:

Nothing contained in this Agreement shall create a contractual relationship with or a claim in favor of a third party against the City of Jackson.

Accounting Systems:

The Consultant shall maintain an accounting system that accounts for costs in accordance with generally accepted accounting principles. The City of Jackson reserves the right to audit the Consultant's accounts within three (3) years from the date such services were performed or paid, whichever is later, which relate to services charged and billed provided under this Agreement.

Modification of Agreement:

This Agreement contains all the terms, conditions and obligations between the parties and may only be changed, modified or expanded in scope of services or otherwise by formal written amendment duly executed by both parties. The parties acknowledge and accept that the City of Jackson cannot execute any such amendment without official authorization first duly obtained and recorded in the minutes of the Jackson City Council.

Federal Funding:

The Consultant acknowledges that the City of Jackson may utilize monies awarded by federal authorities as a source of paying the compensation contemplated by the agreement. If federal monies are used, in whole or in part, to pay for services or to reimburse travel expenses incurred, then Consultant agrees to cooperate with and comply with regulations and restrictions imposed by federal funding authorities on the use of funds and the services to be provided.

Conflicts of Interest and Confidential Information:

A. The Consultant agrees that it will not undertake to provide services to a client other than the City of Jackson if the service provided to the client will adversely affect or impair the Consultant's obligations to the City of Jackson unless the City of Jackson agrees and consents.

B. The Consultant shall not share or otherwise make use of any information relating to the services provided to the City of Jackson or any information relating to the services provided to the City of Jackson through its relationship with the City of Jackson without first obtaining the authorization of the City of Jackson. It is the intention of the City of Jackson that the obligation will be ongoing and continue in effect following completion of the project.

C. If the Consultant fails to adhere to the obligation in A above, the City of Jackson may take

one or more of the following actions to protect its interest:

1. Suspend the performance of the agreement until the Consultant provides assurances that it intends to adhere to the conduct standard indicated;

2. Terminate this Agreement upon giving three days written notice of Consultant's failure to adhere to the terms of A above;

3. Debar the Consultant from future work for the City of Jackson for a period to be determined by the City of Jackson. The Consultant shall not circumvent debarment by performing such future work as a sub-consultant for another vendor.

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

Successors and Assignees:

The Consultant binds itself, partners, successors, administrators, and assigns to this Agreement.

Notices:

Notices with the exception of notices related to termination, requests, demands, or other communications required by this Agreement or desired to be given or made by either of the parties to the other 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 above in this Agreement. The parties may designate such other address at which they wish to receive notice by designating the new address in a notice given in the manner provided in this section.

Force Majeure:

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. If the City of Jackson gives notice of a force majeure event, then the Consultant's obligations shall be suspended by reason of the Force Majeure. Services performed by Consultant and accepted prior to the Force Majeure event shall be paid for by the City of Jackson.

Severability:

If any paragraph of this Agreement or any portion thereof is determined to be unenforceable or invalid by decision of any court of competent jurisdiction, which determination is not appealable or is not appealed, for any reason whatsoever, such unenforceability or invalidity shall not invalidate the whole Agreement, but the Agreement shall be construed as if it did not contain the particular provision held to be invalid and the rights and obligations of the parties shall be
construed and enforced accordingly.

Waiver:

The failure of the City of Jackson to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but City of Jackson shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or in equity. The receipt of any sum paid by the City of Jackson to Consultant after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

Remedies for Breach:

The City of Jackson's remedies against the Consultant for breach or non-performance of this Agreement shall include the right to monetary damages, specific performance, reformation, and any and all remedies available at law or equity, and the mere fact that the City of Jackson may have exercised a right or option pursuant to the terms of this Agreement shall not bar or preclude other remedies.

All rights and remedies of the City of Jackson under this agreement shall be cumulative and none shall exclude any other rights or remedies allowed by law.

Governing Law and Venue:

This agreement is declared to be a Mississippi contract, and all of the terms thereof shall be construed according to the laws of the State of Mississippi. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may be brought and prosecuted in such court or courts located in the State of Mississippi as is provided by law; and the parties consent to the jurisdiction of said court or courts located in State of Mississippi and to service of process by registered mail, return receipt requested, or by any other manner provided by law.

Counterparts:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Further Assurances:

The parties to this Agreement covenant and agree that each shall, upon reasonable request of the other, make, do, execute, or cause to be made, done, or executed all such further and other lawful acts, deeds, things, devices, and assurances whatsoever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.

Operational Contacts:

Consultant: Mandy Chapman Semple, mcs@clutchconsultinggroup.com , 713-897-1528

Client: Angela Brown,afbrown@jacksonms.gov, 601-960-1615

Appendix A: Scope of Services

Activity 1: Preparing for Launch of Phase 1 Initiative July – Oct 2026

Weekly Prep Meetings & Funding Management Tools

Clutch will facilitate weekly virtual meetings to prepare and manage the planning and operational tasks necessary to launch an initiative, including preparing detailed lists, workflows, and initiative planning tools and templates to guide local team members. The focus will be to define teams, establish an incident command structure including rehousing team and closure maintenance oversight and tracking protocols, assemble and position all funds and infrastructure necessary to launch initiative.

Deliverables:

- Weekly project leadership meetings
- Series of internal meetings with partners to confirm funding commitments, detail funding management strategies, spending timeline, staffing capacity etc.
- Prepopulated funding and operations management tools (excel) that details funding management plan, contract budgets and projected spending, operational timelines, initiative staffing plan including ramp up and ramp down, etc.

Timeline is dependent on timeline to assemble imitative resources and procurement and contracting timelines. Estimated 100 hours over 2-4 months.

Aug-Sept

Initial Community Workshops and Phase 1 Implementation Work Plans

Clutch will coordinate with the local team to engage community stakeholders using one or more community workshops to define shared vision, highlight the initiative and leadership's commitments to eliminating unsheltered homelessness, and prepare plans to execute on practice changes necessary to reach and sustain no unsheltered homelessness, including the creation of a street to home pathway with reimagined coordinated outreach practices to immediately navigate people off the streets, workflows to fully integrate rapid resolution practices, and workflow adjustments to accelerate exits from shelter.

These in-person and virtual sessions can occur over a series of months in preparation to launch or be structured as part of a phased implementation approach where an in-person 2-3 day community workshop/provider briefing with the participating service providers is immediately followed by activation of field activities test phase with the support of Clutch coaches.

Timeline and engagement approach is dictated by community norms, procurement timelines and political needs. Estimated 80 hours with travel expenses included (2 trips)

Aug-Oct

Targeted Encampment/Unsheltered/Rapid Resolution Response Test(s)

Clutch will assist partners to test and fully implement direct-to-housing encampment resolution practices to eliminate unsheltered homelessness in the City of Jackson. Following the community workshops, Clutch will assist the community as follows to launch the first site:

- On-site provider briefings

- On-site outreach coordination to prepare by-name list of regular sleepers
- Onsite closure maintenance planning meeting and preparation of closure plan
- Onsite field work with teams to test workflows
- Activate regular briefings and tracking tools
- On-demand technical assistance to project leads and field staff
- Prepare general policies and procedures based on first test site
- Prepare plan for site or zone selection/order

The first test site is typically 4-6 weeks in total duration with Clutch onsite up to 3 weeks to support team in preparing and testing workflows. This test typically occurs during the initial prep period if existing funds and capacity can be marshaled for such activities.

Deliverables

Comprehensive financial model, budget, funding management plan, projected spending schedule, and financial tracking tools to support implementation of braided funding sources as described in Activity 1.

In addition, the following deliverables will be provided: (1) Implementation tests and community workshops and (2) Communications and leadership coaching and supportive capacity to activate joint communications and public relations for the initiative.

Cost of Activities

The estimated cost of the services is $80,000.00 and includes estimated travel expenses. The reimbursement for travel shall be based upon actual travel expenses incurred. The total cost for services and reimbursed travel expenses shall *not* exceed $80,000.00.

Activity	Estimated Duration	Estimated Cost	Estimated Total Cost
1: Preparing for Launch of Phase 1 Initiative	See Term	$80,000 included actual travel expense reimbursement	$80,000 with actual travel expense

WHEREAS, the Department of Planning and Development has identified ESG funds from the year 2024 in the amount of $8,239.25 and 2025 ESG funds from the year 2025 in the amount of $11,760.75; and

WHEREAS, the Department of Planning and Development has identified additional funds in the amount of $60,000.00 from the HOME-ARP monies awarded to cover the cost of the services and travel anticipated to be provided by Clutch Consulting Group;

WHEREAS, it is in the best interests of the City of Jackson and its residents to enter into an agreement with Clutch Consulting Group, LLC, for professional consulting services related to the Solid Ground Housing Initiative.

THEREFORE, BE IT ORDERED that the mayor is hereby authorized to execute an agreement with Clutch Consulting Group, LLC to provide the services indicated in this order.

IT IS FURTHER ORDERED that the total cost paid to Clutch Consulting Group, LLC for services shall not exceed $80,000, inclusive of travel.

Clutch Consulting Group

Agreement for Services

This agreement becomes effective in accordance with the provisions of the Term stated below.

Between

The City of Jackson, Mississippi
219 South President Street
Jackson MS 39201

And

Clutch Consulting Group LLC ("Consultant")
9450 Pinecroft, Suite 9851
The Woodlands, TX 77387

Services:

Consultant will provide services to Client as described in Appendix A: Scope of Services.

Changes and Additions to Scope of Services:

The scope of services identified in Appendix A constitutes Phase 1 of the Project. The Consultant *may* be asked to perform additional phases of the project; however, the Consultant does not have the exclusive right to perform services related to the project. Any change and addition to the scope of services beyond Phase 1 must be approved, authorized, and recorded in the minutes of the governing authorities. The City of Jackson shall not be liable for the payment of compensation for additional services if not approved and recorded in the minutes of the governing authorities. Any change or addition to the scope of services shall be reduced to writing and signed by the parties subsequent to approval of the governing authorities and shall be deemed an amendment to the agreement.

Term:

The agreement will commence fourteen (14) days after the governing authorities for the City of Jackson Mississippi authorize the mayor to execute this agreement and will continue and remain in force until October 31, 2026 when the activities identified in Appendix A are anticipated to be completed. If there is an extension of the time for completion of the activities identified in Appendix A, then a similar extension will apply to the date of termination.

Compensation:

The City of Jackson will pay Consultant a sum not to exceed $80,000 for the services described in Appendix A inclusive of the reimbursement for actual travel expenses incurred. In order to receive reimbursement for travel expenses, Clutch Consulting must furnish proof of the incurring of the expense.

Invoices and Time for Payment:

The City of Jackson will pay Consultant for services performed and reimbursement of expenses within forty -five (45) days of receipt of an invoice. Invoices for services must set forth the date services was performed, a description of the activity performed, identification of persons performing with hourly rate and location of performance. Any supporting documentation related to the service and activity should be included with the invoice. Charges associated with travel may be included on the same invoice as an invoice for services but must be accompanied by proof the expense.

Insurance:

In carrying out the work herein proposed, the Consultant will maintain, at a minimum, the following insurance coverage:

1) Commercial general liability insurance with limits of at least $1,000,000.00/$1,000,000.00 for bodily injury and $1,000,000.00/$1,000,000.00 for property damage.

2) Automobile liability insurance with limits of at least $1,000,000.00/$1,000,000.00 for bodily injury and $1,000,000.00/$1,000,000.00 for property damage.

3) Workers' Compensation insurance in the statutorily required amount.

4) Professional liability insurance in an amount not less than **$1,000,000.00.** This liability insurance shall remain in force from the contract date until one year following contract termination.

The Consultant shall provide a certificate of insurance evidencing the above insurance coverage before commencement of work, but failure of the City of Jackson to require production of the certificate shall not relieve the Consultant of its obligation to obtain such insurance. Upon the City of Jackson's request, the Consultant shall provide copies of policies corresponding to the certificate of insurance. The failure of the City of Jackson to request a copy of the insurance policy does not relieve the Consultant of its obligation to obtain such insurance and keep such insurance in force throughout the period of work.

Termination:

A. Termination for Convenience. This Agreement may be terminated in whole or part at any time for the City of Jackson's convenience by giving the Consultant written notice by any means reasonably calculated to be delivered to the Consultant at least ten (10) days in advance of the termination date. In the event the Agreement is terminated for convenience, the Consultant shall be compensated for approved costs incurred prior to the date of termination. The City of Jackson shall not be liable to the Consultant under this Agreement beyond the date of termination. All work completed by the Consultant as of the date of termination will be delivered to the City of Jackson within ten (10) days following termination.

B. Termination for Cause. The City of Jackson may terminate the agreement for cause if the Consultant fails to comply with terms, show progress in the performance of the work or if the quality of the work does not satisfactorily meet the goals and objectives of the City of Jackson. The City of Jackson will provide the Consultant with written notice identifying its intent to terminate the agreement and the basis for the intended termination. The Consultant shall be afforded a reasonable period of time to cure not exceeding fourteen (14) days. If the cure is not made within fourteen (14) days or upon any written

extension of the cure period, then the agreement will terminate. The City of Jackson will not be liable to the Consultant beyond the date of termination.

Personnel and Facilities:

A. The Consultant warrants that it now has or will secure at its own expense, all personnel, equipment, and other materials and supplies required to perform the services under this Agreement within the required completion times referenced in the agreement or the Appendix. Such personnel shall not be employees of, nor have any contractual relationship with, the City of Jackson. All personnel assigned to work shall be fully qualified. The Consultant shall, upon request, provide to the City of Jackson résumés of all key personnel assigned to the work to be performed under this Agreement.

B. All subcontractors and personnel to be utilized by the Consultant in the performance of the work under this Agreement shall be subject to written approval by the City of Jackon.

C. The City of Jackson, Mississippi ("City of Jackson") is committed to cultivating and ensuring the quality of life of its citizens, through various programs, employment, initiatives, and assistance. The City encourages all persons, corporations, and/or entities doing business within the City, as well as those who seek to contract with the City on various projects and or conduct business in the City, to assist the City in achieving its goal by strongly considering City residents for employment opportunities.

D. Prior to commencement of the work, the Consultant shall provide to the City of Jackson a schedule of personnel who will be assigned to perform services identified in the scope of work. The schedule shall include an hourly billing rate for the particular individual.

Ownership of Materials:

The Consultant acknowledges that all plans, system documents, and materials developed in the performance of the agreement shall become the property of the City of Jackson upon termination of the agreement and tendering of sums owed.

Responsibility for Claims and Liability:

The Consultant will indemnify and save harmless the City of Jackson, its officers, and employees from negligent acts, errors, or omissions of the Consultant, its employees, agents, or servants, that results in the personal injury, damage to property, or death of any party or third party. In the event of joint or concurrent negligence of the City of Jackson and the Consultant, each party shall bear the portion of the loss or expense that is attributable to its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) that caused the personal injury, property damage, or death. Nothing in this paragraph shall be construed as waiving any immunity afforded the City of Jackson under the Mississippi Tort Claims Act.

Third Party Beneficiaries:

Nothing contained in this Agreement shall create a contractual relationship with or a claim in favor of a third party against the City of Jackson.

Accounting Systems:

The Consultant shall maintain an accounting system that accounts for costs in accordance with generally accepted accounting principles. The City of Jackson reserves the right to audit the Consultant's accounts within three (3) years from the date such services were performed or paid, whichever is later, which relate to services charged and billed provided under this Agreement.

Modification of Agreement:

This Agreement contains all the terms, conditions and obligations between the parties and may only be changed, modified or expanded in scope of services or otherwise by formal written amendment duly executed by both parties. The parties acknowledge and accept that the City of Jackson cannot execute any such amendment without official authorization first duly obtained and recorded in the minutes of the Jackson City Council.

Federal Funding:

The Consultant acknowledges that the City of Jackson may utilize monies awarded by federal authorities as a source of paying the compensation contemplated by the agreement. If federal monies are used in whole or in part to pay for services or reimburse travel expenses incurred, then Consultant agrees to cooperate and comply with regulations and restrictions imposed by federal funding authorities on the use of funds and the services to be provided.

Conflicts of Interest and Confidential Information:

A. The Consultant agrees that it will not undertake to provide services to a client other than the City of Jackson if the service provided to the client will adversely affect or impair the Consultant's obligations to the City of Jackson unless the City of Jackson agrees and consents.

B. The Consultant shall not share or otherwise make use of any information relating to the services provided to the City of Jackson or any information relating to the services provided to the City of Jackson through its relationship with the City of Jackson without first obtaining the authorization of the City of Jackson. It is the intention of the City of Jackson that the obligation will be ongoing and continue in effect following completion of the project.

C. If the Consultant fails to adhere to the obligation in A above, the City of Jackson may take one or more of the following actions to protect its interest:

1. Suspend the performance of the agreement until the Consultant provides assurances that it intends to adhere to the conduct standard indicated;

2. Terminate this Agreement upon giving three days written notice of Consultant's failure to adhere to the terms of A above;

3. Debar the Consultant from future work for the City of Jackson for a period to be determined by the City of Jackson. The Consultant shall not circumvent debarment by performing such future work as a sub-consultant for another vendor.

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

Successors and Assignees:

The Consultant binds itself, partners, successors, administrators, and assigns to this Agreement.

Notices:

Notices with the exception of notices related to termination, requests, demands, or other communications required by this Agreement or desired to be given or made by either of the parties to the other 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 above in this Agreement. The parties may designate such other address at which they wish to receive notice by designating the new address in a notice given in the manner provided in this section.

Force Majeure:

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. If the City of Jackson gives notice of a force majeure event, then the Consultant's obligations shall be suspended by reason of the Force Majeure. Services performed by Consultant and accepted prior to the Force Majeure event shall be paid for by the City of Jackson.

Severability:

If any paragraph of this Agreement or any portion thereof is determined to be unenforceable or invalid by decision of any court of competent jurisdiction, which determination is not appealable or is not appealed, for any reason whatsoever, such unenforceability or invalidity shall not invalidate the whole Agreement, but the Agreement shall be construed as if it did not contain the particular provision held to be invalid and the rights and obligations of the parties shall be
construed and enforced accordingly.

Waiver:

The failure of the City of Jackson to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but City of Jackson shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or in equity. The receipt of any sum paid by the City of Jackson to Consultant after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

Remedies for Breach:

The City of Jackson's remedies against the Consultant for breach or non-performance of this Agreement shall include the right to monetary damages, specific performance, reformation, and any and all remedies available at law or equity, and the mere fact that the City of Jackson may have exercised a right or option pursuant to the terms of this Agreement shall not bar or preclude other remedies.

All rights and remedies of the City of Jackson under this agreement shall be cumulative and none shall exclude any other rights or remedies allowed by law.

Governing Law and Venue:

This agreement is declared to be a Mississippi contract, and all of the terms thereof shall be construed according to the laws of the State of Mississippi. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may be brought and prosecuted in such court or courts located in the State of Mississippi as is provided by law; and the parties consent to the jurisdiction of said court or courts located in State of Mississippi and to service of process by registered mail, return receipt requested, or by any other manner provided by law.

Counterparts:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Further Assurances:

The parties to this Agreement covenant and agree that each shall, upon reasonable request of the other, make, do, execute, or cause to be made, done, or executed all such further and other lawful acts, deeds, things, devices, and assurances whatsoever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.

Operational Contacts:

Consultant: Mandy Chapman Semple, mcs@clutchconsultinggroup.com , 713-897-1528

Client: Angela Brown,afbrown@jacksonms.gov, 601-960-1615

Signatures:

_____

Mandy Chapman Semple
Managing Partner
Clutch Consulting Group

Date signed:_____

_____

John Horn
Mayor
City of Jackson, Mississippi

Date signed:_____

Attested by:_____
City of Jackson Municipal Clerk

Appendix A: Scope of Services

Activity 1: Preparing for Launch of Phase 1 Initiative

July – Oct 2026 Weekly Prep Meetings & Funding Management Tools

Clutch will facilitate weekly virtual meetings to prepare and manage the planning and operational tasks necessary to launch an initiative, including preparing detailed lists, workflows, and initiative planning tools and templates to guide local team members. The focus will be to define teams, establish an incident command structure including rehousing team and closure maintenance oversight and tracking protocols, assemble and position all funds and infrastructure necessary to launch initiative.

Deliverables:

- Weekly project leadership meetings
- Series of internal meetings with partners to confirm funding commitments, detail funding management strategies, spending timeline, staffing capacity etc.
- Prepopulated funding and operations management tools (excel) that details funding management plan, contract budgets and projected spending, operational timelines, initiative staffing plan including ramp up and ramp down, etc.

Timeline is dependent on timeline to assemble imitative resources and procurement and contracting timelines. Estimated 100 hours over 2-4 months.

Aug-Sept Initial Community Workshops and Phase 1 Implementation Work Plans

Clutch will coordinate with the local team to engage community stakeholders using one or more community workshops to define shared vision, highlight the initiative and leadership's commitments to eliminating unsheltered homelessness, and prepare plans to execute on practice changes necessary to reach and sustain no unsheltered homelessness, including the creation of a street to home pathway with reimagined coordinated outreach practices to immediately navigate people off the streets, workflows to fully integrate rapid resolution practices, and workflow adjustments to accelerate exits from shelter.

These in-person and virtual sessions can occur over a series of months in preparation to launch or be structured as part of a phased implementation approach where an in-person 2-3 day community workshop/provider briefing with the participating service providers is immediately followed by activation of field activities test phase with the support of Clutch coaches.

Timeline and engagement approach is dictated by community norms, procurement timelines and political needs. Estimated 80 hours with travel expenses included (2 trips)

Aug-Oct Targeted Encampment/Unsheltered/Rapid Resolution Response Test(s)

Clutch will assist partners to test and fully implement direct-to-housing encampment resolution practices to eliminate unsheltered homelessness in the City of Jackson. Following the community workshops, Clutch will assist the community as follows to launch the first site:

- On-site provider briefings
- On-site outreach coordination to prepare by-name list of regular sleepers
- Onsite closure maintenance planning meeting and preparation of closure plan
- Onsite field work with teams to test workflows
- Activate regular briefings and tracking tools
- On-demand technical assistance to project leads and field staff
- Prepare general policies and procedures based on first test site
- Prepare plan for site or zone selection/order

The first test site is typically 4-6 weeks in total duration with Clutch onsite up to 3 weeks to support team in preparing and testing workflows. This test typically occurs during the initial prep period if existing funds and capacity can be marshaled for such activities.

Deliverables

Comprehensive financial model, budget, funding management plan, projected spending schedule, and financial tracking tools to support implementation of braided funding sources as described in Activity 1.

In addition, the following deliverables will be provided: (1) Implementation tests and community workshops and (2) Communications and leadership coaching and supportive capacity to activate joint communications and public relations for the initiative.

Cost of Activities

The estimated cost of the services is $80,000.00 and includes estimated travel expenses. The reimbursement for travel shall be based upon actual travel expenses incurred. The total cost for services and reimbursed travel expenses shall not exceed $80,000.00.

Activity	Estimated Duration	Estimated Cost	Estimated Total Cost
1: Preparing for Launch of Phase 1 Initiative	See Term	$80,000 included actual travel expense reimbursement	$80,000 with actual travel expense

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: June 5, 2026

	POINTS	COMMENTS
1.	**Brief Description**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CLUTCH CONSULTING, LLC TO ASSIST THE CITY OF JACKSON IN THE DEVELOPMENT AND IMPLEMENTATION OF THE SOLID GROUND HOUSING INITIATIVE UTILIZING HOME-ARP FUNDING**
2.	**Purpose**	The City seeks to establish the **Solid Ground Housing Initiative**, a comprehensive housing program designed to provide pathways to permanent housing using ESG and HOME ARP Funds
3.	**Who will be affected**	City of Jackson and the unhoused population
4.	**Benefits**	Providing stable housing for the City's unhoused population
5.	**Schedule (beginning date)**	August 1, 2026
6.	**Location:** **WARD** **CITYWIDE (yes/no)** **(area)** **Project limits if applicable**	yes
7.	**Action implemented by:** **City Department _X_** **Consultant_____**	Department of Planning Office of Housing & Community Development.
8.	**COST**	$80,000
9.	**Source of Funding** **General fund** ☐ **Grant** ☒ **Bond** ☐ **Other** ☐	2024 ($8,239.25) and 2025 ($11,760.75) ESG funding $20,000 ESG and HUDHOMEARP ADMIN 43361 43361900 $60,000
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 & Community Development

MEMORANDUM

TO: Mayor John Horhn

FROM: Angela Brown, Planning Director
Office of Housing and Community Development (OHCD)

DATE: June 15, 2026

RE: Implementation of the Solid Ground Housing Initiative

The order which accompanies this memorandum requests that the Council authorize you to execute a contract with Clutch Consulting Group for Phase I services associated with the Solid Ground Housing Initiative. The cost of the services associated with Phase I anticipated to cover four (4) months shall not exceed $80,000.00 inclusive of travel.

The source of funds for the contract are multiple and include ESG funding from the years 2024 and 2025 and also HOME-ARP funds.

The proposed activities are a part of and consistent with the City of Jackson's Five Year Consolidated Plan, in that it meets the goals and objectives of ending homelessness in the City of Jackson.

Should you have any questions, please contact at (601)960-2083.

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 CLUTCH CONSULTING GROUP, LLC TO PROVIDE SERVICES ASSOCIATED WITH ADDRESSING THE UNSHELTERED POPULATION IN THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure 6/16/20

Sondra Moncure, *Special Assistant* **Date**

Carrie Johnson, *Senior Deputy City Attorney*

Outlook

Information

Date Tue 6/16/2026 11:14 AM
To Sondra Moncure <smoncure@city.jackson.ms.us>

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good day,

Thank you for contacting the Texas Secretary of State's office about this matter. What is shown in our database is listed below.

Filing Number: 803089888
Original Date of Filing: August 12, 2018
Formation Date: N/A
Tax ID: 32068049108
Duration: Perpetual

Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence

FEIN:

Name: Clutch Consulting Group LLC
Address: 19 STONE SPRINGS CIR
SPRING, TX 77381-6321 USA

REGISTERED AGENT | FILING HISTORY | NAMES | MANAGEMENT | ASSUMED NAMES | ASSOCIATED ENTITIES | INITIAL ADDRESS

Name	Address	Inactive Date
Chapman Semple Mandy	19 Stone Springs Cir Spring, TX 77381 USA	

REGISTERED AGENT | FILING HISTORY | NAMES | MANAGEMENT | ASSUMED NAMES | ASSOCIATED ENTITIES | INITIAL ADDRESS

View Image	Document Number	Filing Type	Filing Date	Effective Date	Eff. Cond	Page Count
https://direct.sos.state.tx.us/images/image.gif	830516920010	Certificate of Formation	August 12, 2018	August 12, 2018	No	2
https://direct.sos.state.tx.us/images/image.gif	941002880001	Public Information Report (PIR)	December 31, 2019	January 28, 2020	No	1
https://direct.sos.state.tx.us/images/image.gif	990060160001	Public Information Report (PIR)	December 31, 2020	August 17, 2020	No	1
https://direct.sos.state.tx.us/images/image.gif	1100494260001	Public Information Report (PIR)	December 31, 2021	December 8, 2021	No	1
https://direct.sos.state.tx.us/images/image.gif	1282347470001	Public Information	December 31, 2023	September 6, 2023	No	1

		Report (PIR)				
https://direct.sos.state.tx.us/images/image.gif	1374627490003	Change of Registered Agent/Office	June 21, 2024	June 22, 2024	No	N/A
https://direct.sos.state.tx.us/images/image.gif	1414898730001	Public Information Report (PIR)	December 31, 2024	October 18, 2024	No	1

REGISTERED AGENT | FILING HISTORY | NAMES | MANAGEMENT | ASSUMED NAMES | ASSOCIATED ENTITIES | INITIAL ADDRESS

Last Update	Name	Title	Address
December 8, 2021	HEATHER MARA MULLER	MANAGER	702 ROSEWOOD DR SHENANDOAH, TX 77381 USA
December 8, 2021	MANDY CHAPMAN SEMPLE	MANAGER	19 STONE SPRINGS CIR SPRING, TX 77381 USA

I hope you find this information helpful. If you need additional information about my response or have other questions, please don't hesitate to reply to this email. Thank you so very much for contacting the Texas Secretary of State.

Very Respectfully,

Public Information and Response Team
Office of the Texas Secretary of State
Phone: (512) 463-5555

cid:image001.png@01D293FC.418BFA60

NOTE: Due to a high volume of filing activity and an increased demand for business services, the Secretary of State is experiencing delays in processing at this time. Thank you for your patience.

You may now check status of your documents here: https://webservices.sos.state.tx.us/filing-status/status.aspx

Please send future e-mail requests to corpinfo@sos.texas.gov. This is our general information e-mail address answered by multiple operators of which I am one. If I am out unexpectedly, the reply to your request may be delayed.jacksonms.gov

Please Note: Effective September 15, 2025, the Office of the Texas Secretary of State (SOS) will not accept business entity filings submitted by fax (Tex. Bus. Orgs. Code § 4.001(a)(2)).

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OFFICE OF THE CITY ATTORNEY

ORDER ACCEPTING THE RENEWAL QUOTATION FURNISHED BY ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC (ESRI, INC) FOR GEOGRAPHIC INFORMATION SYSTEM SOFTWARE, LOCATION INTELLIGENCE AND MAPPING SOFTWARE

WHEREAS on or about July 29, 2025, the governing authorities accepted a quote to renew the geographic information system software, location intelligence, and mapping software licenses of ESRI, Inc. for the period August 17, 2025 through August 16, 2026; and

WHEREAS, ESRI Inc. submitted Renewal Quotation #26354210 for the period commencing on August 17, 2026 and ending on August 16, 2027;

WHEREAS, the renewal quotation is valid for a period of 90 days from the document date of May 18, 2026; and

WHEREAS, the Department of Planning and Development recommends that the governing authorities accept Renewal Quotation # 26354210 in the amount of $27,975.00; and

WHEREAS, the best interest of the City of Jackson would be served by acceptance of the quotation.

IT IS HEREBY ORDERED that Renewal Quotation # 26354210 furnished by ESRI Inc., is accepted.

IT IS HEREBY ORDERED that a sum not exceeding $27,975.00 may be paid for the renewal term commencing August 17, 2026 and ending on August 16, 2027.

IT IS HEREBY ORDERED that a copy of the referenced renewal quotation shall be incorporated into the minutes of the governing authorities as if fully reprinted in this order and shall be included in the minutes recorded for this action.

Agenda Item # 30
July 14, 2026
(Brown, Horhn)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 16, 2025
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO RENEW ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) SERVICES FOR THE DEPARTMENT OF PLANNING AND DEVELOPMENT**
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	N/A
3.	**Who will be affected**	City of Jackson
4.	**Benefits**	CIS Software will remain operable.
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** ☐	Department of Planning and Development
8.	**COST**	$27,975.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	001.404.10.6419
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____ NABE ____ % WAIVER yes ___ no ___ N/A ____

MEMORANDUM

TO: Mayor John Horhn

Via: Angela Brown, Director
Planning & Development

From: Community Improvement
Planning and Development

DATE: June 4, 2026

Re: Agenda Item

This memorandum is to request an Order for the renewal of ESRI GIS services for the Department of Planning and Development.

Thank you for your consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE RENEWAL QUOTATION FURNISHED BY ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC (ESRI, INC) FOR GEOGRAPHIC INFORMATION SYSTEM SOFTWARE, LOCATION INTELLIGENCE AND MAPPING SOFTWARE** is legally sufficient for placement in NOVUS Agenda.

Sondra P. Moncure 6/24/25

Sondra Moncure, *Special Assistant* **Date**

Carrie Johnson, *Senior Deputy City Attorney*

esri® 380 New York Street
Redlands, CA 92373
Phone: + 190936998229822

Quotation

Date: 05/18/2026 **Quotation Number:** 26354210

Send Purchase Orders To:
Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Madison Oldham
Please include the following remittance address on your Purchase Order:
Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

City of Jackson
Planning Dept
suite 204
PO Box 17
Jackson MS 39205
Attn: Maurice Maberry
Email: mmaberry@city.jackson.ms.us
Customer Number: 10488
For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	195141 ArcGIS Online Professional Plus User Type Annual Subscription (Desktop Migration) (commercial 165537) Start Date: 08/17/2026 End Date: 08/16/2027 Subscription ID: 5478256443	2,440.00	2,440.00
1010	2	195141 ArcGIS Online Professional Plus User Type Annual Subscription (Desktop Migration) (commercial 165537) Start Date: 08/17/2026 End Date: 08/16/2027 Subscription ID: 5478256443	2,440.00	4,880.00
2010	1	195140 ArcGIS Online Professional User Type Annual Subscription (Desktop Migration) (commercial 165536) Start Date: 08/17/2026 End Date: 08/16/2027 Subscription ID: 5478256443	1,575.00	1,575.00
3010	1	195140 ArcGIS Online Professional User Type Annual Subscription (Desktop Migration) (commercial 165536)	1,575.00	1,575.00

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at https://go.esri.com/maintenance
For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.

esri
380 New York Street
Redlands, CA 92373
Phone: + 190936998229822

Quotation

Date: 05/18/2026 **Quotation Number:** 26354210

Item	Qty	Material#	Unit Price	Extended Price
		Start Date: 08/17/2026 End Date: 08/16/2027 Subscription ID: 5478256443		
6010	3	153148 ArcGIS Online Creator User Type Annual Subscription Start Date: 08/17/2026 End Date: 08/16/2027 Subscription ID: 5478256443	700.00	2,100.00
7010	1	161328 ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 08/17/2026 End Date: 08/16/2027	6,525.00	6,525.00
8010	1	161348 ArcGIS GIS Server Basic Up to Four Cores Maintenance Start Date: 08/17/2026 End Date: 08/16/2027	3,680.00	3,680.00
9010	8	165533 ArcGIS Online Mobile Worker User Type Annual Subscription Start Date: 08/17/2026 End Date: 08/16/2027 Subscription ID: 5478256443	400.00	3,200.00
10010	1	189898 ArcGIS StreetMap Premium for ArcGIS Pro Online Map Display + Geocoding USA State Annual Subscription (formerly 182055) Start Date: 08/17/2026 End Date: 08/16/2027 Subscription ID: 5478256443	1,000.00	1,000.00
11010	1	190196 ArcGIS Business Analyst Web App Advanced Online Annual Subscription (Migration for Existing ArcGIS Community Analyst Customers Only) For more details, go.esri.com/CA Start Date: 08/17/2026 End Date: 08/16/2027 Subscription ID: 5478256443	1,000.00	1,000.00

esri®
380 New York Street
Redlands, CA 92373
Phone: + 190936998229822

Quotation

Date: 05/18/2026 **Quotation Number:** 26354210

Item	Qty	Material#		Unit Price	Extended Price
			Item Subtotal		27,975.00
			Estimated Tax		0.00
			Total	**USD**	**27,975.00**

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

380 New York Street
Redlands, CA 92373
Phone: + 190936998229822

Quotation

Date: 05/18/2026 **Quotation No:** 26354210 **Customer No:** 10488

Item	Qty	Material#	Unit Price	Extended Price

To expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, EA, GSA, BPA) on your ordering document.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at http://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 06/01/2026
To: Maurice Maberry
Organization: City of Jackson
Planning Dept
Fax #: 601-960-2192 **Phone #:** 601-960-2356

From: Madison Oldham
Fax #: **Phone #:** + 19093699822 Ext. 9822
Email: madisonoldham@esri.com

Number of pages transmitted (including this cover sheet): 5

Quotation #26354210
Document Date: 05/18/2026

***** Revised Quote*****

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
https://www.esri.com/en-us/cp/maintenance

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
http://www.esri.com/legal/licensing/software-license.html

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

31

ORDER AUTHORIZING THE TRANSFER OF EMERGENCY SOLUTIONS GRANT (ESG) FUNDS WITHIN THE 2025 ESG BUDGET TO SUPPORT CONSULTING SERVICES FOR THE SOLID GROUND HOUSING INITIATIVE

WHEREAS, the City of Jackson receives funding from the United States Department of Housing and Urban Development (HUD) through the Emergency Solutions Grant (ESG) Program to support activities that prevent and address homelessness; and

WHEREAS, the City of Jackson has established the Solid Ground Housing Initiative to develop and implement strategies that assist individuals experiencing homelessness in obtaining and maintaining stable housing; and

WHEREAS, the City desires to utilize consulting and technical assistance services provided by Clutch Consulting to support the planning, coordination, training, and implementation of the Solid Ground Housing Initiative; and

WHEREAS, HUD guidance and technical assistance have confirmed that such consulting services are an eligible ESG administrative expense; and

WHEREAS, sufficient funds exist within the 2025 ESG budget and a budget transfer is necessary to properly align available funding with the proposed expenditure; and

WHEREAS, the Office of Housing and Community Development recommends that the sum of eleven thousand seven hundred sixty dollars and seventy-five Cents ($11,760.75) be transferred from the ESG Contingency account to the Other Professional Services account; and

WHEREAS, a description of the account from which funds will be transferred and the account receiving the transfer is set forth below; and

Originating account	**Amount of transfer**	**Receiving Account**
HUDESG25SALARY 6115	$11,760.75	HUDESG 25OTHPROFSV 6419

WHEREAS, the best interest of the City of Jackson would be served by authorizing the transfer of the funds as indicated.

WHEREAS, Section 21-35-25 of the Mississippi Code Annotated, as amended, states that if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose or purposes for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made; and

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July 14, 2026
(Brown, Horhn)

WHEREAS, Section 21-35-25 of the Mississippi Code Annotated, as amended, further states that if any amendments made pursuant to this section 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. 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 description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment. 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 Finance and Administration found that this intradepartmental transfer of $11,760.75 is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended and does not exceed ten percent (10%) of the total budget amount appropriated; and

WHEREAS, because the intradepartmental transfer does not exceed 10% of the total amount appropriated to be expended, publication of the amendment is not required pursuant to Section 21-35-25.

IT IS THEREFORE ORDERED that the sum of $11,760.75 may be transferred from the HUDESG25SALARY 6115 to HUDESG25 OTHPROFSV 6419.

Item # _____
Agenda Date _____
By: Brown, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **DATE: 7/2/26**

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE TRANSFER OF EMERGENCY SOLUTIONS GRANT (ESG) FUNDS WITHIN THE 2025 ESG BUDGET TO SUPPORT CONSULTING SERVICES FOR THE SOLID GROUND HOUSING INITIATIVE**
2.	**Purpose**	Funding for Solid Ground Housing Initiative
3.	**Who will be affected**	City of Jackson
4.	**Benefits**	Unhoused Population
5.	**Schedule (beginning date)**	Upon approval
6.	**Location:** **WARD** **CITYWIDE (yes or no)** **(area)** **Project limits if applicable**	City of Jackson All Areas
7.	**Action implemented by:** **City Department X** **Consultant**	Department of Planning & Development Office of Housing and Community Development
8.	**COST**	$11,760.75 is being transferred from the Emergency Solutions Grant contingency account to the Emergency Solutions Grant other professional service account
9.	**Source of Funding:** **General Fund** **Grant X** **Bond** **Other**	HUDESG25 SALARY 6115 to HUDESG25 OTHPROFSV 6419
	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 HOUSING AND COMMUNITY DEVELOPMENT

MEMORANDUM

TO: John Horhn, Mayor

FROM: Angela Brown, Director
Department of Planning and Development

DATE: July 2, 2026

RE: Agenda Item for July 14, 2026 City Council Meeting

The attached agenda item authorizes the transfer of Emergency Solutions Grant Funds (ESG) from the contingency account to the other professional service account within the 2025 ESG budget to support consulting and training services for the Solid Ground Housing Initiative.

The Office of Housing and Community Development has requested the transfer of eleven thousand seven hundred sixty dollars and seventy-five Cents ($11,760.75) from the ESG Contingency account to the Other Professional Services account within the 2024 ESG budget; from account number HUDESG25SALARY 6115 to HUDESG25 OTHPROFSV 6419.

If you have any questions or need additional information, please contact me at extension **2083**.

cc: Celestial Gordon-Griffin, Senior Planner, Department of Planning and Development

+Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE TRANSFER OF EMERGENCY SOLUTIONS GRANT (ESG) FUNDS WITHIN THE 2025 ESG BUDGET TO SUPPORT CONSULTING SERVICES FOR THE SOLID GROUND HOUSING INITIATIVE** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure 7/7/26

Sondra Moncure, *Special Assistant* **Date**

Carrie Johnson, *Senior Deputy City Attorney*

City of Jackson

YEAR-TO-DATE BUDGET REPORT

FY2026PERIOD

FOR 2026 99

ACCOUNTS FOR: 0086 EMERGENCY SHELTER GRANT (ESG)	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED/COL
0000 UNDEFINED DEPT							
00000 UNDEFINED DIV_FUNCTION							
086 4468 EMERGENCY SHELTER GRAN	-232,516	23,657	-208,859	-47,043.13	.00	-161,815.87	22.5%
TOTAL UNDEFINED ROLLUP CODE	-232,516	23,657	-208,859	-47,043.13	.00	-161,815.87	22.5%
TOTAL UNDEFINED DIV_FUNCTION	-232,516	23,657	-208,859	-47,043.13	.00	-161,815.87	22.5%
TOTAL UNDEFINED DEPT	-232,516	23,657	-208,859	-47,043.13	.00	-161,815.87	22.5%

City of Jackson

YEAR-TO-DATE BUDGET REPORT
FY2026PERIOD

FOR 2026 99

ACCOUNTS FOR: 0086 EMERGENCY SHELTER GRANT (ESG)	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED/COL
1700 PLANNING AND DEVELOPMENT							
59500 EMERGENCY SHELTER GRANT ADMIN.							
610 PERSONAL SERVICE							
08659500 6115 REDISTRIBUTED SAL	17,397	0	17,397	.00	.00	17,397.00	.0%
TOTAL PERSONAL SERVICE	17,397	0	17,397	.00	.00	17,397.00	.0%
650 GRANTS CONTRIBUTIONS & CONTING							
08659500 6736 CONTINGENCY-ADD T	165,377	-165,377	0	.00	.00	.00	.0%
TOTAL GRANTS CONTRIBUTIONS & CONTING	165,377	-165,377	0	.00	.00	.00	.0%
TOTAL EMERGENCY SHELTER GRANT ADMIN.	182,774	-165,377	17,397	.00	.00	17,397.00	.0%
59510 BILLY BRUMFIELD SHELTER (ESG)							
650 GRANTS CONTRIBUTIONS & CONTING							
08659510 6742 CONTRIBUTION TO O	0	10,607	10,607	10,606.76	.00	.24	100.0%
TOTAL GRANTS CONTRIBUTIONS & CONTING	0	10,607	10,607	10,606.76	.00	.24	100.0%
TOTAL BILLY BRUMFIELD SHELTER (ESG)	0	10,607	10,607	10,606.76	.00	.24	100.0%
59516 STEPPOT COMMUNITY SERVICE-HMIS							
650 GRANTS CONTRIBUTIONS & CONTING							
08659516 6742 CONTRIBUTION TO O	0	145,426	145,426	28,481.49	.00	116,944.51	19.6%

YEAR-TO-DATE BUDGET REPORT

FY2026PERIOD

FOR 2026 99

ACCOUNTS FOR: 0086 EMERGENCY SHELTER GRANT (ESG)	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
TOTAL GRANTS CONTRIBUTIONS & CONTING	0	145,426	145,426	28,481.49	.00	116,944.51	19.6%
TOTAL STEWPOT COMMUNITY SERVICE-HMIS	0	145,426	145,426	28,481.49	.00	116,944.51	19.6%
59520 MATTS HOUSE (ESG)							
650 GRANTS CONTRIBUTIONS & CONTING							
08659520 6742 CONTRIBUTION TO O	0	7,955	7,955	7,954.88	.00	.12	100.0%
TOTAL GRANTS CONTRIBUTIONS & CONTING	0	7,955	7,955	7,954.88	.00	.12	100.0%
TOTAL MATTS HOUSE (ESG)	0	7,955	7,955	7,954.88	.00	.12	100.0%
59521 BORN TO LEAD							
650 GRANTS CONTRIBUTIONS & CONTING							
08659521 6742 CONTRIBUTION TO O	14,089	-14,089	0	.00	.00	.00	.0%
TOTAL GRANTS CONTRIBUTIONS & CONTING	14,089	-14,089	0	.00	.00	.00	.0%
TOTAL BORN TO LEAD	14,089	-14,089	0	.00	.00	.00	.0%
59522 CARTER'S COMPASSIONATE CARE							
650 GRANTS CONTRIBUTIONS & CONTING							
08659522 6742 CONTRIBUTION TO O	14,089	-14,089	0	.00	.00	.00	.0%
TOTAL GRANTS CONTRIBUTIONS & CONTING	14,089	-14,089	0	.00	.00	.00	.0%
TOTAL CARTER'S COMPASSIONATE CARE	14,089	-14,089	0	.00	.00	.00	.0%
59524 WALK IN NEWNESS							
650 GRANTS CONTRIBUTIONS & CONTING							

YEAR-TO-DATE BUDGET REPORT
FY2026PERIOD

FOR 2026 99

ACCOUNTS FOR: 0086 EMERGENCY SHELTER GRANT (ESG)	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
08659524 6742 CONTRIBUTION TO O	14,089	-14,089	0	.00	.00	.00	.0%
TOTAL GRANTS CONTRIBUTIONS & CONTING	14,089	-14,089	0	.00	.00	.00	.0%
TOTAL WALK IN NEWNESS	14,089	-14,089	0	.00	.00	.00	.0%
59570 SALVATION ARMY TRANSNAL SHELTE							
650 GRANTS CONTRIBUTIONS & CONTING							
08659570 6742 CONTRIBUTION TO O	0	25,000	25,000	.00	.00	25,000.00	.0%
TOTAL GRANTS CONTRIBUTIONS & CONTING	0	25,000	25,000	.00	.00	25,000.00	.0%
TOTAL SALVATION ARMY TRANSNAL SHELTE	0	25,000	25,000	.00	.00	25,000.00	.0%
59582 VOICE OF CALVARY MINISTRIES							
650 GRANTS CONTRIBUTIONS & CONTING							
08659582 6742 CONTRIBUTION TO O	7,475	-5,001	2,474	.00	.00	2,474.00	.0%
TOTAL GRANTS CONTRIBUTIONS & CONTING	7,475	-5,001	2,474	.00	.00	2,474.00	.0%
TOTAL VOICE OF CALVARY MINISTRIES	7,475	-5,001	2,474	.00	.00	2,474.00	.0%
TOTAL PLANNING AND DEVELOPMENT	232,516	-23,657	208,859	47,043.13	.00	161,815.87	22.5%
TOTAL EMERGENCY SHELTER GRANT (ESG)	0	0	0	.00	.00	.00	.0%
TOTAL REVENUES	-232,516	23,657	-208,859	-47,043.13	.00	-161,815.87	
TOTAL EXPENSES	232,516	-23,657	208,859	47,043.13	.00	161,815.87	

YEAR-TO-DATE BUDGET REPORT

FY2026PERIOD

FOR 2026 99

	ORIGINAL APPROP	TRANFERS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	0	0	0	.00	.00	.00	.0%

** END OF REPORT - Generated by Cynthia Cavett **

32

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

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July 14, 2026
(Anderson, Horhn)

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.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 7, 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**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**	The contract will provide preventive maintenance services to the environmental systems of the building that the Mississippi Museum of Art leases from the City
5.	**Schedule (beginning date)**	Ongoing
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 7
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	The Department of Public Works, Facilities Maintenance Division
8.	**COST**	$36,175.00
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: July 7, 2026

Agenda Item: **ORDER AUTHORIZING AN AGREEMENT WITH UPCHURCH SERVICES, LLC FOR A PREVENTIVE MAINTENANCE AGREEMENT FOR THE MISSISSIPPI MUSEUM OF ART BUILDING ENVIRONMENTAL SYSTEMS**

Council Meeting: Regular Council Meeting, July 14, 2026

Consultant/Contractor: Upchurch Services, LLC

Purpose: To provide Preventive Maintenance for the environmental systems at the building leased to the Mississippi Museum of Art

Cost: **$36,175.00**

Project/Contract Type: Maintenance Service Contract
Funding Source: 001.453.00.6468
Schedule/Time: Preventive Maintenance is ongoing. This contract will have a start date of May 1, 2026 continuing through April 30, 2027

DPW Manager: Stanley Arnold

Background: Pursuant to a building lease between the City and the Mississippi Museum of Art, the City is responsible for providing a preventive maintenance agreement for the environmental systems for the building. Competitive proposals were solicited in 2023 to replace an expired contract with Siemens, who declined to continue providing preventive maintenance services. At that time, Upchurch Services, LLC was selected to provide the needed preventive maintenance services. The contract was for one year, but provided renewal options for two additional one-year terms.

The renewal periods have now expired. Because the Mississippi Museum of Art has been very satisfied with the exceptional

preventive maintenance services being provided and because consistency in the building environment is essential to the preservation of the art displayed and stored in the building, the Department of Public Works, Facilities Management Division recommends entering into a new contract with Upchurch Services, LLC for one year.

Please contact me at (601) 960-2091, if you have any questions.

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
7/7/2026

OFFICE OF THE CITY ATTORNEY

This **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 O. Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

7/7/26
DATE

Terry Williamson, *Legal Counsel* TSW

Upchurch

PREVENTIVE MAINTENANCE CONTRACT

FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Contract Number	Page
04/22/2026		1 of 5

BY AND BETWEEN:

Upchurch Services, LLC
741 Ridgewood Road
Ridgeland, MS 39157
(601) 605-2533

Hereinafter Contractor

AND

Mississippi Museum of Art
380 S. Lamar St
Jackson, MS 39201
Attn: Stanley Arnold, Ruthie Massey

Hereinafter Customer

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION: MS Museum of Art 380 S. Lamar Street Jackson, MS 39201

Upchurch Services, LLC will provide the services described in the maintenance program and schedules which are attached hereto and made a part of this Contract, in accordance with the terms and conditions set forth in this document.

MAINTENANCE PROGRAM: **PREVENTIVE MAINTENANCE CONTRACT**

The CONTRACT coverage will commence on **05/01/2026** (date) and end on **04/30/2027** (date).

The CONTRACT price is **$36,175.00** per year payable **$9,043.75** per quarter plus applicable tax.

SCHEDULES INCLUDED: 1 Annual PM and 3 Operational Inspections per year. Includes filter changes (4 times per year).

This proposal is the proprietary property of Upchurch Services, LLC and is provided for Customer's use only. Upchurch Services, LLC guarantees the price stated in this Contract for thirty (30) days from proposal date above. This proposal will become a binding only after Contract acceptance by Customer and approval by an officer of Upchurch Services, LLC as evidenced by their signatures below. This Contract sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Upchurch Services, LLC which is not expressed herein. This Contract may be canceled by either party with a 30-day notice.

Offered by Upchurch Services, LLC

Signature (Authorized Representative)

(Print/Type)

Name: **David Larson**

Title: Sales Representative

Date: 04/22/2026

Accepted by:

Signature (Authorized Representative)

(Print/Type)

Name:

Title:

Date:

PREVENTIVE MAINTENANCE CONTRACT

Proposal Date	Contract Number	Page
04/22/2026		2 of 5

Our Preventive Maintenance (PM) is designed to provide the Customer with an ongoing maintenance program. The PM program will be initiated, scheduled, administered, monitored and updated by Upchurch Services, LLC. The service activities will be directed and scheduled on a regular basis by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Upchurch Services, LLC's own experience. The Customer is informed of the program's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

UPCHURCH SERVICES, LLC WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON THE INVENTORY OF EQUIPMENT:

OPERATIONAL INSPECTION: Job labor and travel expenses required to visually **INSPECT** and **TEST** equipment to determine its operating condition and efficiency. Typical activities include:
-**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.

PREVENTIVE MAINTENANCE 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. Typical activities include:

-**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.

Equipment List

Proposal Date	Contract Number	Page
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DESCRIPTION	MODEL #	SERIAL #	AREA SERVED
Chiller 1 /155 ton	Trane		
Chill water Pump			
Chiller 2 /155 ton	Trane		
Chill water Pump			
Variable Frequency Drive #1	Yaskawa		
Variable Frequency Drive #2	Yaskawa		
Variable Frequency Drive #3	Yaskawa		
Variable Frequency Drive #4	Yaskawa		
Variable Frequency Drive #5	Yaskawa		
AHU 1			
AHU 2			
AHU 3			
AHU 4			
RTU 1			
Humidifiers #1			
Humidifiers #2			
Humidifiers #3			
Humidifiers #4			

SPECIAL SERVICES/PROVISIONS

Proposal Date	Contract Number	Page
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This service contract covers preventive maintenance on all HVAC equipment.

HVAC – Basic Preventative Maintenance

Filter changes are ☒ Included ☐ Excluded from this contract. Filters will be changed four times per year using the filters below:

- ☒ MERV 8
- ☐ MERV 11 — Add $500 to base price for MERV 11 Filters
- ☐ MERV 13 — Add $900 to base price for MERV 13 Filters

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.

Building Controls – Basic Preventative Maintenance

- 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

All repairs will be performed at our "Preferred Customer Rates". These rates are subject to change on an annual basis or as economic or market conditions change. 2024 Preferred Customer Rates are listed on the attached sheet.

This contract provides the following level of preventive maintenance documentation:

- ☒ All preventive maintenance tasking is documented on forms specific to each equipment type.
- ☐ Summary documentation provided upon completion of each preventive maintenance service.

This contract is for a one-year term. However, it may be canceled by either party following a 30-day notification.

Terms and Conditions

Proposal Date	Contract Number	Page
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PREVENTIVE MAINTENANCE PROGRAM TERMS AND CONDITIONS

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 Contractors 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. In the event Contractor must commence legal action in order to recover any amount payable under this Contract, if successful, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.~~

8. 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.

~~9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable.~~

10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHAS Hazard Communication Standard Regulations.

11. 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).

12. 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, Contractors 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.

13. 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.

PHONE NUMBERS

Ridgeland, MS Office	**601-605-2533**
Flowood, MS Office	**601-932-7874**
Horn Lake, MS Office	**866-478-2325**
Alan Loveless (General Manager)	**601-672-1571**
Paula Hulsebosch (Office Manager)	**601-499-0356**
Mark Ainsworth (Project Manager)	**769-257-4066**
Terrill Odom (Plumbing Service Manager)	**601-951-0671**
Josh Wigington (Sales Reprehensive Manager)	**769-257-3358**
Russ Carraway (Sales Representative)	**601-209-5808**
Joe Harben (Sales Representative)	**601-372-5918**
Bryan Williams (Sales Representative)	**601-502-3405**
Scott Tanksley (Sales Representative)	**601-201-7955**
David Larson (Sales Representative)	**661-430-1212**

Upchurch

24 Hour Service
HVAC & Plumbing Services
2026 Labor Rates

	Normal Rates		Preferred Customer Rates	
PLUMBING SERVICE	**Regular Time**	**Overtime**	**Regular Time**	**Overtime**
Plumber:	$108.00	$162.50	$100.00	$150.50
Plumber Helper:	$65.00	$97.50	$55.00	$82.50
Backhoe/Mini Excavator:	$500/Day		$400/Day	
Hydro Jet:	$250/Use/Day		$250/Use/Day	
Video Camera:	$125/Use/Day		$100/Use/Day	
Small Drain Cleaning Machine	$50/Use/Day		$30/Use/Day	
HVAC SERVICE	**Regular Time**	**Overtime**	**Regular Time**	**Overtime**
Master Technician:	$135.00	$202.50	$125.00	$187.50
Journeyman Technician:	$120.00	$180.00	$110.00	$160.00
HVAC Tradesman	$95.00	$142.50	$85.00	$127.50
HVAC Helper	$65.00	$97.50	$55.00	$82.50
ELECTRICAL:	**Regular Time**	**Overtime**	**Regular Time**	**Overtime**
Electrician:	$120.00	$180.00	$110.00	$165.00
Electrician Helper:	$65.00	$97.50	$55.00	$82.50

TRIP CHARGE: $39 per trip

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OFFICE OF THE CITY ATTORNEY
7/8/2026

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC TO PROVIDE TECHNICAL SUPPORT AND COMPLIANCE ASSISTANCE FOR THE CITY OF JACKSON PHASE I MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT

WHEREAS, on April 28, 2026, the City received proposals in response to the Request for Proposals for Compliance Assistance for the City's Phase I Municipal Storm Sewer System (MS4) Permit Focusing on the Illicit Discharge Detection and Elimination Program and the Ambient Monitoring Program; and

WHEREAS, the City received three proposals in response to the Request for Proposals; and

WHEREAS, the evaluation committee formed for the purpose of evaluating the proposals rated the three proposals; and

WHEREAS, the proposal submitted by Cornerstone Engineering, LLC was evaluated as the highest scoring firm; and

WHEREAS, the Department of Public Works negotiated a Personal Services Agreement with Cornerstone Engineering, LLC (hereinafter the "Engineer") to provide technical support and compliance assistance for the City of Jackson Phase I Municipal Separate Storm Sewer System (MS4) Permit; and

WHEREAS, the Agreement is based on the Engineering Joint Contract Document Committee E-500 Agreement between Owner and Engineer for Professional Services; and

WHEREAS, the scope of work is as follows:

Article 1 of the Agreement, Services of Engineer, is supplemented to include the following provisions:

Baseline Information: Owner has furnished the following Project information to Engineer as of the Effective Date. Engineer's scope of services has been developed based on this information. As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Title:	Compliance Assistance for the City's Phase I Municipal Separate Storm Sewer System (MS4) Permit Focusing on the Illicit Discharge and Elimination Program and the Ambient Monitoring Program
Type of Facility:	Municipal Storm Sewer System
Description of Improvements:	Water quality sampling required by the Illicit Discharge Detection and Elimination Program and

Agenda Item # 33
July 14, 2026
(Anderson, Horhn)

	water quality sampling by the Ambient Monitoring Program
	•
Expected Project Start:	Immediately upon Execution of the Agreement
Prior Studies, Reports, Plans:	N/A
Facility Location(s):	120 Outfalls
	$221,800
Other Pertinent Information:	

The Project is based on providing technical support and compliance assistance for the City of Jackson's MS4 Illicit Discharge Detection and Elimination Program for the Ambient Monitoring Program.

1.1 Services to be Provided

The Engineer will be expected to provide the following services which were described in the RFP:

1.1.1 Illicit Discharge Detection and Elimination

- Develop Procedures for conducting dry weather screenings of the City's storm sewer system. The procedures should include the following and the inspection checklist found in Appendix to the City's 2012 Phase I MS4 permit:
  - Sample runoff according to the following requirements if flow or ponded runoff is observed at a field screening station and there has been at least 144 hours of dry weather:
    - If the discharge cannot be identified and no likely source is determined then water quality sampling can be used to determine whether the flow is likely to have resulted from an illicit discharge. The current minimum requirement is to conduct an analysis for ammonia and detergent-surfactants. Ammonia and detergent-surfactants are the best parameters to detect sewage which in the City of Jackson is documented to be the most numerous illicit discharge.

      If the type of discharge still cannot be determined, then at a minimum, the analysis shall include the parameters of fluoride and potassium. This will aid in determining if the discharge is from a potable water source or an industrial or commercial waste source. Samples must be collected and analyzed consistent with the procedures required by 40 CFR Part 136.

- The procedures must also record general information such as time since last rain, quantity of last rain, site descriptions (e.g., conveyance type, dominant watershed land uses), flow estimation (e.g., width of water surface, approximate depth of water, approximate flow velocity, flow rate), and visual observations (e.g., odor, color, clarity, floatables, deposits/stains, vegetation condition, structural condition, and biology).
- The screening procedures should include a prioritization of the currently mapped outfalls (excluding the outfalls into the Hanging Moss Creek Watershed, which will be screen annually) based on criteria that would make outfalls more likely to be the source of illicit discharges, such as, older neighborhoods with deteriorating storm drain systems or which may have a higher likelihood of cross connections with the sanitary sewer.
- Dry weather screening procedures-When dry-weather flow is observed, visual or odor observations (e.g., observation of pieces of toilet paper, strongly colored or very muddy discharge, or the odor of sewage or chemicals) may provide enough information to determine that the discharge is illicit and to identify the likely source. Inspectors will use the inspection form found in Appendix to aid in this determination.
- Procedures for investigating and tracing illicit discharges or other sources of non-storm water including enforcement measures that will be followed in eliminating illicit discharges or other sources of non-storm water should include the following:

- (i) At a minimum, the procedures must include the requirement to conduct an investigation(s) to identify and locate the source of any continuous or intermittent non-storm water discharge within 48 hours of becoming aware of the illicit discharge.
- - Illicit discharges suspected of being sanitary sewage and/or significantly contaminated must be investigated first.
- - Investigations of illicit discharges suspected of being cooling water, wash water, or natural flows may be delayed until after all suspected sanitary sewage and/or significantly contaminated discharges have been investigated, eliminated and/or resolved.
- - The procedures must include a requirement to report immediately the occurrence of any dry weather flows believed to be an immediate threat to human health or the environment to MDEQ at 601/961-5171.
- - The procedures must track all investigations to document at a minimum the date(s) the illicit discharge was observed, the results of the investigation, any follow-up of the investigation, and the date the investigation was closed.
- (ii) At a minimum, the procedures are required to include a requirement to determine and document through investigations the source of all potential illicit

discharges. If the source of the illicit discharge is found to be a discharge authorized under an active NPDES permit, no further action is required.

- (iii) If an illicit discharge is found, but within six (6) months of the beginning of the investigation neither the source nor the same non-storm water discharge has been identified/observed, then the procedure must include a requirement to maintain written documentation for audit review.
- (iv) If the observed discharge is intermittent, the procedures must include a requirement to document that a minimum of three (3) separate investigations were made to observe the discharge when it was flowing. If these attempts are unsuccessful, the procedure must include a requirement to maintain written documentation for review by the permitting authority. However, since this is an ongoing program, the procedures should include a requirement to periodically recheck this suspected intermittent discharge.

- Develop benchmark concentration levels for analytical monitoring results whereby exceedance of the benchmark will require follow-up investigations to be conducted to identify the source causing the exceedance of the benchmark.
- Develop the curriculum and materials for training new City inspectors and for providing refresher training to all inspectors on a five-year cycle to ensure they are knowledgeable on how to identify illicit connections and discharges and the procedures for dry weather sampling.
- Perform dry weather screenings of the 120 outfall locations on the existing storm sewer map during the current year, 2026.
- Thereafter, at the City's request, screen twenty percent (20%) of the one hundred and twenty (120) currently mapped and designated outfalls for illicit discharges and improper disposal annually, such that all outfalls have been screened at the end of five (5) years (excluding the currently mapped and designated outfalls into the Hanging Moss Creek watershed, which will be screened annually).
- Assist the Storm Water Management Division in preparing annual reports documenting efforts and results of the IDDE, including benchmarking, corrective actions, and enforcement activities.

1.1.2 Ambient Monitoring Requirements

- In addition to the monitoring requirements for illicit discharge detection and elimination, the successful proposer will conduct two rounds of ambient monitoring separated by a one-year interval.
- Prior to conducting the first round of ambient monitoring, the successful proposer shall develop a monitoring plan that includes, at a minimum, the following elements:

- The sampling parameters shall, at a minimum, include turbidity, total phosphorus, total nitrogen, dissolved oxygen, flow, and pH.
- The frequency shall be, at a minimum, after two (2) storm events in the wet season (November - April) and after two (2) storm events during the dry season (May - October). The storm events should be greater than 0.1 inches in magnitude and occurring at least 72 hours from the previously measurable storm (greater than 0.1 inch of rainfall).
- In order to ensure the ambient monitoring plan chooses sampling locations that sufficiently represent the MS4 area, the plan shall include all 11 sub-watersheds of the Pearl River (Purple Creek, White Oak Creek, Hanging Moss Creek, Eubanks Creek, Belhaven Creek, Town Creek, Lynch Creek, Three Mile Creek, Hardy Creek, Cany Creek, Trahon Creek). This is intended to represent nearly 100 % of the surface area draining to the Pearl River. The sampling stations must be located near the terminus of the above designated creeks so that it integrates most, if not all discharges upstream of the station or stations, but before mixing with the Pearl River where dilution by such a large water body may make results difficult to interpret.
- In addition, the successful proposer must determine if any similar monitoring is occurring within the MS4 and if it is logical to link efforts. The successful proposer may recommend additional monitoring sites that it believes will result in more accurate or precise data.

- Prepare a report at the conclusion of each monitoring cycle.

The services required by the City include negotiation with the Mississippi Department of Environmental Quality about how to best fulfill the goals of the IDDE requirements in the City's Phase I MS4 permit. The permit, which is included as an appendix to the Request for Proposals, includes minimum requirements set forth in this scope of work. Proposers are encouraged to propose other more efficient and cost-effective processes and procedures to achieve the same results as the permit minimum requirements. Proposers recommending alternative processes and procedures must be willing to meet with and advocate to representatives of the Mississippi Department of Environmental Quality for the adoption of the proposer's recommendations.

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

A. All phases of Engineer's services will include management of Engineer's Project-specific responsibilities, including but not limited to the following management

tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.

1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:
    a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B.
    b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.
    c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.
2. Develop and submit detailed work plans from Exhibit A tasks.
3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Project that may affect, or be affected by, Engineer's services or resulting construction.
5. Prepare and submit monthly engineering services progress reports to the Owner. Include summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
6. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, provide the specified additional information or documentation, following the invoicing procedures indicated: Invoice will include a breakdown of services provided.
7. Conduct ongoing management tasks, including:
    a. Maintaining communications records and files pertaining to or arising from Engineer's services;
    b. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
    c. Preparing agendas prior to and minutes following all Engineer-led meetings.

B. In all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Engineer's CAD standards, using **2026** version **Civil 3D** software.

C. The source documents for the draft and final Specifications in all phases of Engineer's services will be Engineer's standard specifications, unless otherwise mutually agreed upon by the parties.

WHEREAS, the Engineer may only perform the following services as additional services:

Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.

1. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

2. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, or (e) acceleration of the progress schedule involving services beyond normal working hours.

3. Implement coordination of Engineer's services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.

4. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.

5. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

Additional Services Requiring Owner's Written Authorization

B. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.

1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.

2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.

3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

5. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

6. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

7. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.

8. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
9. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
10. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).
11. Overtime work requiring higher than regular rates.
12. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

WHEREAS, the Storm Water Management Division will provide necessary information to the Engineer to perform the scope of work and will work closely with the Engineer to implement the various programs to the extent appropriate staff is available; and

WHEREAS, in addition to the usual billing detail required under the basic payment provisions, the monthly bill submitted by the Engineer must include a narrative describing the work performed during the billing period; and

WHEREAS, in addition to the reports detailing the results of the outfall investigation and sampling, and the report detailing the ambient water monitoring sampling, the Engineer will provide an Outfall Sampling Program and an Ambient Water Monitoring Program; and

WHEREAS, the Engineer shall provide the following insurance coverages:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$500,000.00
Each employee	$500,000.00
Policy limit	$1,000,000.00
Commercial General Liability	
General Aggregate	$2,000,000.00
Personal and Advertising Injury	$
Bodily Injury and Property Damage—Each Occurrence	$2,000,000.00
Automobile Liability	
Bodily Injury	
Each Person	$
Each Accident	$

Coverage	Policy limits of not less than:
Property Damage	
Each Accident	$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000.00
Excess or Umbrella Liability	
Each Occurrence	$
General Aggregate	$
Professional Liability	
Each Claim	$1,000,000.00
Annual Aggregate	$1,000,000.00
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	$
General Aggregate	$
Other Insurance [Specify]	
Each Claim	$
General Aggregate	$

WHEREAS, the Engineer will be compensated on an hour rate basis with the total compensation not to exceed $221,800.00, which includes the cost of outside laboratory sample analysis for all ambient water quality monitoring samples and for all outfall sampling; and

WHEREAS, the schedule of hourly rates for services performed on or after the date of the Agreement are as follows:

Senior Project Manager	$ 250
Senior Project Engineer	$ 220
Project Engineer	$ 200
Sr. Engineering Technician	$ 150

WHEREAS, the terms of invoicing and payment are as follows:

4.01 Invoices

D. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Invoices will include a breakdown of services provided. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt.

4.02 Payments

E. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

F. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

G. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 45 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day, and

2. Engineer may, after giving 14 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.

WHEREAS, the terms of suspension or termination of the Agreement are as follows:

6. E Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.

2. By Engineer: Engineer may, after giving 14 days' written notice to Owner, suspend services under this Agreement:

a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;

b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or

c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days

of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:

a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or

c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

WHEREAS, dispute under the Agreement will be resolved in the following manner:

6. G. Dispute Resolution

A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:

1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.

2. Owner and Engineer agree that they may mutually agree to first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.

3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:

a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.

b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

WHEREAS, the controlling law that governs the Agreement and the venue where legal rights may be exercised are as follows:

6. H. Controlling Law; Venue

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

B. Venue for any exercise of rights at law will be the state court having jurisdiction in the First Judicial District of Hinds County, Mississippi; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located: and

WHEREAS, the Agreement contains the following terms with respect to indemnification, constituents of concern, and the retention of records by the Engineer:

6. I. Environmental Condition of Site

A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that

such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:

1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the

scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6. I. Indemnification and Mutual Waiver

A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify, hold harmless, and defend Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors.

B. Environmental Indemnification: To the extent permitted under Mississippi law, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:

1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and

2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

C. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

6. K. Records Retention

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and

Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

WHEREAS, the continuation of the Agreement is contingent upon the availability of funding:

It is expressly understood and agreed that the obligation of the Owner to proceed under the resulting contract is conditioned upon the appropriation of funds by its City Council and the receipt of such 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 Owner to provide funds or of its 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 Owner, the Owner shall have the right upon ten (10) working days written notice to the Service Provider to terminate the resulting contract without damage, penalty, cost or expenses to the Owner 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.

WHEREAS, the term of this Agreement is two years beginning on the effective date stated within the Agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Personal Services Agreement with Cornerstone Engineering, LLC to provide technical support and compliance assistance for the City of Jackson Phase I Municipal Separate Storm Sewer System (MS4) Permit consistent with the terms set forth above and the form terms of the E-500 Agreement between Owner and Engineer for Professional Services, in an amount not to exceed $221,800.00.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 7, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC TO PROVIDE TECHNICAL SUPPORT AND COMPLIANCE ASSISTANCE FOR THE CITY OF JACKSON PHASE I MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT**
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	6. Infrastructure and Transportation 7. Quality of Life
3.	**Who will be affected**	Persons residing adjacent to creeks and streams, recreating in the Pearl River
4.	**Benefits**	Moves the City closer to compliance with its MS4 permit
5.	**Schedule (beginning date)**	Will commence upon execution of the Agreement and continue for two years
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Department** ▪ **Consultant** ☐	Department of Public Works, Storm Water Management Division
8.	**COST**	$221,800.00
9.	**Source of Funding** ▪ **General Fund** ■ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	

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DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: July 7, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an agenda item for a personal services agreement with Cornerstone Engineering, LLC to provide technical support and compliance assistance for the City of Jackson Phase I Municipal Separate Storm Sewer System (MS4) Permit

This agreement will assist in bringing the City into compliance with its MS4 permit by completing the outfall investigation and sampling, and ambient water quality sampling required under the current permit. This permit should have been reissued over five years ago. However, MDEQ has not issued a new permit and continues to regulate the City under the expired permit because the City has not completed the outfall investigations and ambient water quality sampling required under the expired permit. Once the work under this Agreement is completed, the City will pursue the issuance of a new permit from MDEQ and strive to comply with the new permit going forward.

It is the recommendation of the Department of Public Works that this agenda item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

455 East Capitol Street
Post Office Box [illegible]
Jackson, Mississippi [illegible]
Telephone: (601) [illegible]
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
2026

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC TO PROVIDE TECHNICAL SUPPORT AND COMPLIANCE ASSISTANCE FOR THE CITY OF JACKSON PHASE I MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT** is legally sufficient for placement in NOVUS Agenda.

DREW MARTIN, CITY ATTORNEY

7/8/26
DATE

Terry Williamson, *Legal Counsel*

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **the City of Jackson, Mississippi, a municipality** (Owner) and , **Cornerstone Engineering, LLC** (Engineer). Owner's Project, of which the Engineer's services under this Agreement are a part, is generally identified as Compliance Assistance for the City's Phase I Municipal Separate Storm Sewer System(MS4) Permit, Focusing on the Illicit Discharge and Elimination Program and the Ambient Monitoring Program(Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **technical support and compliance assistance for the City of Jackson's Phase I Municipal Separate Storm Sewer System (MS4) Permit, as further defined in Exhibit A.**

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

A. Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

B. All phases of service will include Management of Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

A. Project Information

A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:

1. objectives and constraints;

B. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.

B. Owner's General Responsibilities

A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.

B. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.

C. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.

D. Owner shall provide necessary direction and make decisions and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.

E. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data,

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and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

F. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, or (d) Owner's performance of its responsibilities under this Agreement.

G. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project.

1. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.

a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.

b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.

C. Payment

A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.

B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

	Description of Service	Amount	Basis of Compensation
1.	Basic Services (Article 1 of Exhibit A) (See the attached Bid Form)	$221,800	Standard Hourly Rate
2.	~~Resident Project Representative Services~~	~~$N/A~~	~~Lump Sum~~
3.	~~Reimbursable Expenses~~		
4.	Additional Services (Article 2 of Exhibit A)		Standard Hourly Rates

Based on a 24-month continuous construction period.

1. Engineer's compensation for each delineated service summarized above will not be exceeded without the approval of the governing authorities.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

A. Commencement

A. Engineer is authorized to begin rendering services as of the Effective Date.

B. Time for Completion

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.

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B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

A. Invoices

A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Invoices will include a breakdown of services provided. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt.

B. Payments

A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 45 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day, and

2. Engineer may, after giving 14 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.

D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

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ARTICLE 5—N/A

ARTICLE 6—GENERAL CONSIDERATIONS

A. Standards of Performance

A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Compliance with Laws and Regulations, and Policies and Procedures

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

a. changes after the Effective Date to Laws and Regulations,

b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and

c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees

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not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

G. Engineer's services do not include providing legal advice or representation.

H. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Owner's safety programs of which Engineer has been informed in writing.

B. Ownership and Use of Documents

A. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

C. Electronic Transmittals

A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).

1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.

2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.

B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.

C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.

D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

D. Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G.

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B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;

2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and

4. not seek contribution from insurance maintained by the additional insured.

C. Owner shall procure and maintain insurance as set forth in Exhibit G.

D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.

F. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

G. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

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E. Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.

2. By Engineer: Engineer may, after giving 14 days' written notice to Owner, suspend services under this Agreement:

a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;

b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or

c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:

a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or

c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the

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Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

F. Successors, Assigns, and Beneficiaries

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement, except that the successors to the elected officials of the Owner and their appointed officers and directors may terminate this Agreement by a vote of a majority of the quorum without notice or cause.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

G. Dispute Resolution

A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:

1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.

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2. Owner and Engineer agree that they may mutually agree to first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.

3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:

   a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.

   b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

H. Controlling Law; Venue

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

B. Venue for any exercise of rights at law will be the state court having jurisdiction in the First Judicial District of Hinds County, Mississippi; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

I. Environmental Condition of Site

A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.

3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

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C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:

1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

J. Indemnification and Mutual Waiver

A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify, hold harmless, and defend Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of

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Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors.

B. Environmental Indemnification: To the extent permitted under Mississippi law, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:

1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and

2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

C. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

K. Records Retention

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

L. Miscellaneous Provisions

A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory

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periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

ARTICLE 7—DEFINITIONS

A. Defined Terms

A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.

3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever

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that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.

11. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract. See also definition of "Front-End Construction Contract Documents" below.

12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which Owner enters into a Construction Contract.

17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not

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limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. Engineer—The individual or entity named as such in this Agreement.

23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.

24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.

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31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.

36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

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40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

A. Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

A. Exhibit A, Engineer's Services.

B. Exhibit B, Deliverables Schedule.

C. Exhibit C, Amendment to Owner-Engineer Agreement (form).

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. [Not Used].

E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form).

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F. Exhibit F, Electronic Documents Protocol (EDP).

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution. [Not used].

I. Exhibit I, Limitations of Liability. [Not used].

J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

B. Total Agreement

A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

C. Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

D. Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

E. Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the

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conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

F. **Availability of Funding**

It is expressly understood and agreed that the obligation of the Owner to proceed under the resulting contract is conditioned upon the appropriation of funds by its City Council and the receipt of such 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 Owner to provide funds or of its 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 Owner, the Owner shall have the right upon ten (10) working days written notice to the Service Provider to terminate the resulting contract without damage, penalty, cost or expenses to the Owner 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.

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This Agreement's Effective Date is _____

Owner:	Engineer:
City of Jackson, Mississippi	Cornerstone Engineering, LLC
By: _____ John Horhn, Mayor	By: Mauricka Mckenzie, Sr.
Date: _____ (date signed)	Date: _____ (date signed)
	Name _____ (typed or printed)
	Title: President and Principal Engineer (typed or printed)
Attach evidence of authority to sign.	Attach evidence of authority to sign.
Attest _____ (individual's signature)	Attest _____ (individual's signature)
Title: Municipal Clerk (typed or printed)	Title: _____ (typed or printed)
Address for giving notices:	Address for giving notices:
City Hall	Cornerstone Engineering, LLC
219 South President Street	600 E Northside Dr
Jackson, MS 39201	Clinton, MS 39056
Designated Representative:	Designated Representative:
Name John Horhn (typed or printed)	Name Mauricka Mckenzie (typed or printed)
Title: Mayor (typed or printed)	Title: President and Principal Engineer (typed or printed)
Address:	Address:
City Hall	Cornerstone Engineering, LLC
219 South President Street	600 E. Northside Drive
Jackson, MS 39201	Clinton, MS 39056
Phone 601-960-1086	Phone 601-473-2403
Email: jhorhn@jacksonms.gov	Email: mmckenzie@cornerstoneengllc.com

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EXHIBIT A—ENGINEER'S SERVICES

Article 1 of the Agreement, Services of Engineer, is supplemented to include the following provisions:

Baseline Information: Owner has furnished the following Project information to Engineer as of the Effective Date. Engineer's scope of services has been developed based on this information. As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Title:	Compliance Assistance for the City's Phase I Municipal Separate Storm Sewer System (MS4) Permit Focusing on the Illicit Discharge and Elimination Program and the Ambient Monitoring Program
Type of Facility:	Municipal Storm Sewer System
Description of Improvements:	Water quality sampling required by the Illicit Discharge Detection and Elimination Program and water quality sampling by the Ambient Monitoring Program
Expected Project Start:	Immediately upon Execution of the Agreement
Prior Studies, Reports, Plans:	N/A
Facility Location(s):	120 Outfalls
Current Project Budget:	$221,800
Funding Sources:	
Other Pertinent Information:	

The Project is based on providing technical support and compliance assistance for the City of Jackson's MS4 Illicit Discharge Detection and Elimination Program for the Ambient Monitoring Program.

1.1 Services to be Provided

The Engineer will be expected to provide the following services which were described in the RFP:

1.1.1 **Illicit Discharge Detection and Elimination**

- Develop Procedures for conducting dry weather screenings of the City's storm sewer system. The procedures should include the following and the inspection checklist found in Appendix to the City's 2012 Phase I MS4 permit:
    - Sample runoff according to the following requirements if flow or ponded runoff is observed at a field screening station and there has been at least 144 hours of dry weather:
        - If the discharge cannot be identified and no likely source is determined then water quality sampling can be used to determine whether the flow is likely to have resulted from an illicit discharge. The current minimum requirement is to conduct an analysis for ammonia and detergent-surfactants. Ammonia and detergent-surfactants are the best parameters to detect sewage which in the City of Jackson is documented to be the most numerous illicit discharge.

            If the type of discharge still cannot be determined, then at a

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minimum, the analysis shall include the parameters of fluoride and potassium. This will aid in determining if the discharge is from a potable water source or an industrial or commercial waste source. Samples must be collected and analyzed consistent with the procedures required by 40 CFR Part 136.

- The procedures must also record general information such as time since last rain, quantity of last rain, site descriptions (e.g., conveyance type, dominant watershed land uses), flow estimation (e.g., width of water surface, approximate depth of water, approximate flow velocity, flow rate), and visual observations (e.g., odor, color, clarity, floatables, deposits/stains, vegetation condition, structural condition, and biology).
- The screening procedures should include a prioritization of the currently mapped outfalls (excluding the outfalls into the Hanging Moss Creek Watershed, which will be screen annually) based on criteria that would make outfalls more likely to be the source of illicit discharges, such as, older neighborhoods with deteriorating storm drain systems or which may have a higher likelihood of cross connections with the sanitary sewer.
- Dry weather screening procedures-When dry-weather flow is observed, visual or odor observations (e.g., observation of pieces of toilet paper, strongly colored or very muddy discharge, or the odor of sewage or chemicals) may provide enough information to determine that the discharge is illicit and to identify the likely source. Inspectors will use the inspection form found in Appendix to aid in this determination.
- Procedures for investigating and tracing illicit discharges or other sources of non-storm water including enforcement measures that will be followed in eliminating illicit discharges or other sources of non-storm water should include the following:
    - (i) At a minimum, the procedures must include the requirement to conduct an investigation(s) to identify and locate the source of any continuous or intermittent non-storm water discharge within 48 hours of becoming aware of the illicit discharge.
        - - Illicit discharges suspected of being sanitary sewage and/or significantly contaminated must be investigated first.
        - - Investigations of illicit discharges suspected of being cooling water, wash water, or natural flows may be delayed until after all suspected sanitary sewage and/or significantly contaminated discharges have been investigated, eliminated and/or resolved.
        - - The procedures must include a requirement to report immediately the occurrence of any dry weather flows

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believed to be an immediate threat to human health or the environment to MDEQ at 601/961-5171.

- - The procedures must track all investigations to document at a minimum the date(s) the illicit discharge was observed, the results of the investigation, any follow-up of the investigation, and the date the investigation was closed.

- (ii) At a minimum, the procedures are required to include a requirement to determine and document through investigations the source of all potential illicit discharges. If the source of the illicit discharge is found to be a discharge authorized under an active NPDES permit, no further action is required.

- (iii) If an illicit discharge is found, but within six (6) months of the beginning of the investigation neither the source nor the same non-storm water discharge has been identified/observed, then the procedure must include a requirement to maintain written documentation for audit review.

- (iv) If the observed discharge is intermittent, the procedures must include a requirement to document that a minimum of three (3) separate investigations were made to observe the discharge when it was flowing. If these attempts are unsuccessful, the procedure must include a requirement to maintain written documentation for review by the permitting authority. However, since this is an ongoing program, the procedures should include a requirement to periodically recheck this suspected intermittent discharge.

- Develop benchmark concentration levels for analytical monitoring results whereby exceedance of the benchmark will require follow-up investigations to be conducted to identify the source causing the exceedance of the benchmark.

- Develop the curriculum and materials for training new City inspectors and for providing refresher training to all inspectors on a five-year cycle to ensure they are knowledgeable on how to identify illicit connections and discharges and the procedures for dry weather sampling.

- Perform dry weather screenings of the 120 outfall locations on the existing storm sewer map during the current year, 2026.

- Thereafter, at the City's request, screen twenty percent (20%) of the one hundred and twenty (120) currently mapped and designated outfalls for illicit discharges and improper disposal annually, such that all outfalls have been screened at the end of five (5) years (excluding the currently mapped and designated outfalls into the Hanging Moss Creek watershed, which will be screened annually).

- Assist the Storm Water Management Division in preparing annual reports

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documenting efforts and results of the IDDE, including benchmarking, corrective actions, and enforcement activities.

1.1.2 Ambient Monitoring Requirements

- In addition to the monitoring requirements for illicit discharge detection and elimination, the successful proposer will conduct two rounds of ambient monitoring separated by a one-year interval.

- Prior to conducting the first round of ambient monitoring, the successful proposer shall develop a monitoring plan that includes, at a minimum, the following elements:

    - The sampling parameters shall, at a minimum, include turbidity, total phosphorus, total nitrogen, dissolved oxygen, flow, and pH.

    - The frequency shall be, at a minimum, after two (2) storm events in the wet season (November - April) and after two (2) storm events during the dry season (May - October). The storm events should be greater than 0.1 inches in magnitude and occurring at least 72 hours from the previously measurable storm (greater than 0.1 inch of rainfall).

    - In order to ensure the ambient monitoring plan chooses sampling locations that sufficiently represent the MS4 area, the plan shall include all 11 sub-watersheds of the Pearl River (Purple Creek, White Oak Creek, Hanging Moss Creek, Eubanks Creek, Belhaven Creek, Town Creek, Lynch Creek, Three Mile Creek, Hardy Creek, Cany Creek, Trahon Creek). This is intended to represent nearly 100 % of the surface area draining to the Pearl River. The sampling stations must be located near the terminus of the above designated creeks so that it integrates most, if not all discharges upstream of the station or stations, but before mixing with the Pearl River where dilution by such a large water body may make results difficult to interpret.

    - In addition, the successful proposer must determine if any similar monitoring is occurring within the MS4 and if it is logical to link efforts. The successful proposer may recommend additional monitoring sites that it believes will result in more accurate or precise data.

- Prepare a report at the conclusion of each monitoring cycle.

The services required by the City include negotiation with the Mississippi Department of Environmental Quality about how to best fulfill the goals of the IDDE requirements in the City's Phase I MS4 permit. The permit, which is included as an appendix to the Request for Proposals, includes minimum requirements set forth in this scope of work. Proposers are encouraged to propose other more efficient and cost-effective processes and procedures to achieve the same results as the permit minimum requirements. Proposers recommending alternative processes and procedures must be willing to meet with and advocate to representatives of the Mississippi Department of Environmental Quality for the adoption of the proposer's recommendations.

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Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

A. All phases of Engineer's services will include management of Engineer's Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.

1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:

a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B.

b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.

c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.

2. Develop and submit detailed work plans from Exhibit A tasks.

3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.

4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Project that may affect, or be affected by, Engineer's services or resulting construction.

5. Prepare and submit monthly engineering services progress reports to the Owner. Include summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.

6. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, provide the specified additional information or documentation, following the invoicing procedures indicated: Invoice will include a breakdown of services provided.

7. Conduct ongoing management tasks, including:

a. Maintaining communications records and files pertaining to or arising from Engineer's services;

b. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and

c. Preparing agendas prior to and minutes following all Engineer-led meetings.

B. In all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Engineer's CAD standards, using **2026** version **Civil 3D** software.

C. The source documents for the draft and final Specifications in all phases of Engineer's services will be Engineer's standard specifications, unless otherwise mutually agreed upon by the parties.

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1.02 Preliminary Design Phase (NOT USED IN THIS CONTRACT)

1.03 Final Design Phase (NOT USED IN THIS CONTRACT)

1.04 Bidding/Proposal Phase (NOT USED IN THIS CONTRACT)

1.05 Construction Phase (NOT USED IN THIS CONTRACT)

1.06 Post-Construction Phase (NOT USED IN THIS CONTRACT)

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.

1. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

2. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, or (e) acceleration of the progress schedule involving services beyond normal working hours.

3. Implement coordination of Engineer's services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.

4. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.

5. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.

1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.

2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.

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3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

5. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

6. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

7. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.

8. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

9. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).

10. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).

11. Overtime work requiring higher than regular rates.

12. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Agreement are supplemented by the following paragraphs.

Role of Storm Water Management Division

The Storm Water Management Division will provide necessary information to the Engineer to perform the scope of work. The Storm Water Management Division will work closely with the Engineer to implement the various programs to the extent appropriate staff is available.

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Performance Metrics and Contract Management

Performance Metrics

The Storm Water Management Division is interested in identifying metrics to work collaboratively with the awarded offeror(s) to monitor and improve performance during the life of the contract. The Storm Water Management Division has identified initial metrics of interest and will work with Engineer to add to or refine this list during project implementation.

Performance Metric	Data Source	Data Collection Frequency	Data Collection Responsibility	Data Review Cadence
Dry Weather Outfall Sampling Program and Samples	Outfall Sampling Program and Samples	Monthly, with a goal for completing program and 20 samples plus Hanging Moss Creek Samples within four months	Contractor	Monthly
Ambient Monitoring Program and Samples	Ambient Monitoring Program and Samples	Monthly, with a goal for completing program and dry weather sampling with four months	Contractor	Monthly

Contract Management

As part of the Storm Water Management Division's commitment to improved outcomes, the Division seeks to actively and regularly collaborate with Engineer to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, facilitate compliance, inform trends to be monitored, and evaluate results and performance. As such, the Storm Water Management Division reserves the right to request/collect other key data and metrics from the Engineer.

Communication

The Engineer's project manager will meet monthly with the City's project manager and, as deemed necessary, with the Director of the Department of Public Works after submitting its monthly invoice. At such meeting, Engineer's project manager will review the invoice, discuss the progress to date, and respond to any questions from the City.

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Deliverables

In addition to the billing detail, the monthly bill should include a narrative describing the work performed during the billing period.

Other deliverables will include the following:

1) The Outfall Sampling Program; and
2) The Ambient Monitoring Program.

Additionally, the Engineer will provide one or more outfall sampling reports and ambient monitoring reports for wet weather and dry weather that will be created as part of those two programs.

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AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **[Name of Owner]**
Engineer: **[Name of Engineer]**
Project: **[Name of Project]**
Effective Date of Owner-Engineer Agreement: **[Effective Date of Agreement]**
Nature of Amendment: (Check those that apply)

- ☐ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]

Agreement Summary:
Original agreement amount: $
Net change for prior amendments: $
This amendment amount: $
Adjusted Agreement amount: $
Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner	Engineer
_____ (typed or printed name of organization)	_____ (typed or printed name of organization)
By: _____ (individual's signature)	By: _____ (individual's signature)
(Attach evidence of authority to sign.)	(Attach evidence of authority to sign.)
Date: _____ (date signed)	Date: _____ (date signed)
Name: _____ (typed or printed)	Name: _____ (typed or printed)
Title: _____ (typed or printed)	Title: _____ (typed or printed)

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EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. Basic Requirements

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Program-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.

e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or

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(3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

   a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.

      1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is **20**MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

      2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

   b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

   c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

   d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of Exhibit L or implementation of other Electronic Documents protocols.

   e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may

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rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

B. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of the Agreement identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).

2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in Exhibit A, then the Exhibit A

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format will take precedence. If no specific format is identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).

a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:

1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.

2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.

3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.

4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.

b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

D. Requests by Project-Related Parties for Electronic Documents in Other Formats

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1. Owner may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) Owner obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.

2. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D are Additional Services. Such services may include but are not limited to preparing the data in a manner deemed appropriate by Engineer. Owner may require reimbursement from the Requesting Party for the cost of such Additional Services, but compensation by Owner to Engineer for the Additional Services is not contingent upon Owner obtaining reimbursement from the Requesting Party.

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EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and Engineer; and, Owner's and Engineer's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by Engineer for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by Engineer to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner by Engineer for future data processing use and modification	Email w/ Attach or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification	Email w/ Attach or LFE	DB	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.04.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.

Key	
EMAIL	Standard Email formats (htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader latest version.
DWG	Civil 3D by Autodesk® AutoCAD. dwg format Version latest version.
DOC	Microsoft® Word. docx format Version latest version.
EXC	Microsoft® Excel .xlsx or .xml
DB	Microsoft® Access .mdb

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EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$500,000.00
Each employee	$500,000.00
Policy limit	$1,000,000.00
Commercial General Liability	
General Aggregate	$2,000,000.00
Personal and Advertising Injury	$
Bodily Injury and Property Damage—Each Occurrence	$2,000,000.00
Automobile Liability	
Bodily Injury	
Each Person	$
Each Accident	$
Property Damage	
Each Accident	$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000.00
Excess or Umbrella Liability	
Each Occurrence	$
General Aggregate	$
Professional Liability	
Each Claim	$1,000,000.00
Annual Aggregate	$1,000,000.00
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	$
General Aggregate	$
Other Insurance [Specify]	
Each Claim	$
General Aggregate	$

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B. In accordance with Paragraph 6.04.C of the Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows: **None.**

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$
Each employee$	$
Policy limit	$
Commercial General Liability	
General Aggregate	$
Personal and Advertising Injury	$
Bodily Injury and Property Damage—Each Occurrence	$
Automobile Liability	
Bodily Injury	
Each Person	$
Each Accident	$
Property Damage	
Each Accident	$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$
Excess or Umbrella Liability	
Each Occurrence	$
General Aggregate	$
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	$
General Aggregate	$
Other Insurance [Specify]	
Each Claim	$
General Aggregate	$

1.02 Additional Insureds

A. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.

B. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

C. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

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EXHIBIT H—DISPUTE RESOLUTION--DELETED

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EXHIBIT I—LIMITATIONS OF LIABILITY--DELETED

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES

ARTICLE 1—COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraphs 1.01, 1.02, and 1.03:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:

1. An amount equal to the cumulative hours charged to the Project by Engineer's personnel times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses, plus Engineer's Subcontractors' and Subconsultants' charges, if any.

2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Subcontractor's and Subconsultants' charges.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit J as Appendices 1 and 2.

4. The total compensation for such services is to be $221,800.00 based on the following estimated distribution of compensation:

a.	Study and Report Phase	$221,800.00
b.	Preliminary Design Phase	N/A
c.	Final Design Phase	N/A
d.	Bidding/Proposal Phase	N/A
e.	Construction Phase	N/A
f.	Post-Construction Phase	N/A

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but compensation will not exceed the total estimated compensation amount unless approved in writing by Owner. See also Exhibit J Paragraph 1.03.C.2 below.

6. The total compensation for Engineer's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Subcontractor's and Subconsultants' charges.

7. The amounts billed for Engineer's services under Exhibit J Paragraph 1.01 will be based on the cumulative hours charged to the Project during the billing period by Engineer's employees times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses and Engineer's Subcontractor's and Subconsultants' charges.

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1.02 Compensation for Reimbursable Expenses

A. Owner shall reimburse Engineer for Reimbursable Expenses directly related to the provision of Basic Services, using the rates set forth in Appendix 1 to this Exhibit J when applicable.

B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of **[Enter Factor]**.

1.03 Other Provisions Concerning Payment

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed to Engineer by Engineer's Subconsultants times a factor of **1.0**.

B. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment per Exhibit J. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	$ 0.20/page
Copies of Drawings	$ 3.00/sq. ft.
Mileage (auto)	$ 0.74/mile
Laboratory Testing	at cost plus 10%
Health and Safety Level D	$ 50/day
Health and Safety Level C	$100/day

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit J and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Exhibit J.

B. Schedule: Hourly rates for services performed on or after the date of the Agreement are:

Senior Project Manager	$ 250
Senior Project Engineer	$ 220
Project Engineer	$ 200
Sr. Engineering Technician	$ 150

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OFFICE OF THE CITY ATTORNEY
MS 6/24/26

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SHADY ARBOR PLLC FOR URBAN FORESTRY AND ARBORICULTURE CONSULTING SERVICES

WHEREAS, in October 2023, the United States Department of Agriculture awarded Jackson State University $10,000,000 in multi-year grant funding for the "Gateways to Greener Jackson" project. The City was selected by Jackson State University as a subawardee recipient of this funding, subaward number 634F32-JK, which is incorporated fully herein by reference as if included in the text. The project period for the subawardee funds began on January 16, 2025, and ends on January 16, 2030; and

WHEREAS, the Department of Human and Cultural Services has determined that it is in the best interest of the City to use a portion of the funds to obtain professional urban forestry and arboriculture consulting services in connection with grant-funded urban forestry projects at the following City properties:

1. Livingston Park;
2. Jackson Zoo;
3. Cedar Lawn Cemetery; and,
4. Willow Park Cemetery; and,

WHEREAS, Shady Arbor PLLC is a Mississippi company with a principal office address of 407 Pebble Brook Drive, Clinton, Mississippi. Shady Arbor PLLC has agreed to provide such services pursuant to a written contract between the City of Jackson and Shady Arbor PLLC, attached hereto and fully incorporated by reference as if included in the text of this Order; and,

WHEREAS, the contract provides for urban forestry and arboriculture consulting services associated with projects funded through the United States Department of Agriculture Forest Service Urban and Community Forestry Program, through a subgrant from Jackson State University; and,

WHEREAS, the work provided by Shady Arbor PLLC will include, but is not limited to, evaluation of tree health and structure, data collection on tree health and needed mitigation measures, and tree selection and replacement; and,

WHEREAS, the contract meets the federal contract and procurement requirements and will become effective upon the approval and signature of both parties as required by the contract. The contract will end on January 16, 2030, and the total compensation under the contract will not exceed Thirty-Three Thousand Dollars ($33,000.00); and,

WHEREAS, pursuant to Mississippi Code Annotated § 21-17-5, municipalities are authorized to exercise powers necessary and appropriate to protect the public health, safety, and welfare and to contract for professional services; and,

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July 14, 2026
(Anderson, Horhn)

WHEREAS, the governing authorities find that entering into said contract serves a valid public purpose and is in the best interest of the City of Jackson, consistent with Mississippi Code Annotated Sections 21-17-1 and 21-17-5.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute the contract for urban forestry and arboriculture consulting services, attached hereto and fully incorporated herein by reference, and any related documents necessary to carry out the purposes thereof, subject to review and approval by the City Attorney.

IT IS FURTHER ORDERED that payment under the contract shall be made from subawardee funds received from Jackson State University for subaward number 634F32-JK, in an amount not to exceed Thirty-Three Thousand Dollars ($33,000.00), in accordance with the terms of the contract and applicable law.

Contract Between the City of Jackson and Shady Arbor PLLC for Urban Forestry and Arboriculture Consulting

WITNESSETH

The parties to this contract are the City of Jackson and Shady Arbor PLLC. Shady Arbor PLLC is a Mississippi Limited Liability company with a principal office address of 407 Pebble Brook Drive, Clinton, Mississippi. The purpose of this contract is for the City of Jackson to engage Shady Arbor PLLC to provide consulting services and complete assigned Urban Forestry grant projects at multiple City of Jackson properties. The City of Jackson is a subgrantee of a larger grant between Jackson State University and the USDA Forest Service Urban and Community Forestry Program.

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Section 1: Amendment.

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.

Section 2: Authority.

Each party represents that it has:

2.1 The power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and

2.2 Taken all necessary action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of such party and constitutes a legal, valid and binding obligation of such party and is enforceable against it in accordance with its terms subject to the effects of bankruptcy, insolvency, or other laws of general application affecting the enforcement of creditor rights and judicial principles affecting the availability of specific performance and general principles of equity, whether enforceability is considered a proceeding at law or equity.

Section 3: 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 receipt of federal funds. If the funds anticipated are, at any time, not forthcoming or insufficient, then the City of Jackson shall have the right, upon ten (10) working days' written notice to Shady Arbor PLLC, to terminate this agreement without damage, penalty, cost, or expenses to the City of Jackson. The effective date of termination shall be as specified in the notice of termination.

Section 4: Breach.

4.1 In the event the party materially breaches the contract, the non-breaching party may terminate the contract upon thirty (30) days written notice to the breaching party. Such termination shall not prejudice the City's right to pursue any and all other legal or equitable remedies available to it. In the event of breach:

4.2 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.

4.3 The City does not waive its Constitutional Eleventh (11th) Amendment immunity. U.S. Const. Amend. XI.

4.4 Any references to the City waiving its right to a trial by jury are deleted. Miss. AG Op., Chamberlin (October 18, 2002).

4.5 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).

4.6 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).

4.7 Any references to the City waiving any cause of action it may have against the Contractor or any other party as a result of the Contractor's breach of the contract, or the Contractor's own negligence or willful misconduct or the negligence or willful misconduct of the Contractor'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).

4.8 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).

4.9 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).

Section 5: Compliance with Laws.

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.

Section 6: Counterparts.

This 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.

Section 7: Execution Requirement.

This Agreement shall not be binding upon the parties until it has been signed first by Contractor and then by the authorized representatives of City in accordance with applicable ordinances, laws, and regulations.

Section 8: Force Majeure.

8.1 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.

8.2 The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

Section 9: Funding Source

9.1 The parties acknowledge that the funding source for this work is funded in whole or in part through a grant from the United States Department of Agriculture.

9.2 Federal Award Information:

(A) Program: Gateways to Greener Jackson Urban and Community Forestry Inflation

(B) PTE Federal Award: 25-CA—11083150-571

(C) Subaward Number: 634F32-JK

(D) Period of Performance: 1/16/2025 – 1/16/2030

9.3 The Parties acknowledge the Contractor is not excluded from participation in federal assistance or federal procurement programs by any federal department or agencies, as reflected by SAM.gov.

Section 10: Guaranty

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed services are free from any and all effects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The CITY will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the CITY may, after giving thirty (30) days' notice to the Contractor, do so and charge the Contractor the cost thereby incurred. The CITY will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

Section 11: General Interpretation.

The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity

Section 12: Governing Law.

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

Section 13: Headings.

The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

Section 14: Insurance.

14.1 In carrying out the work herein proposed, the Contractor will maintain, at a minimum, the following insurance coverage:

(A) Contractor shall, at its expense, carry General Liability Insurance, with maximum bodily injury coverage of not less than $500,000 aggregate and $500,000 per occurrence, and property damage coverage of not less than $500,000 aggregate and $500,000 per occurrence.

(B) Contractor shall provide, at its expense, all applicable Mississippi Workman's Compensation insurance, unemployment compensation insurance, sickness and disability, and/or social security insurance, and will comply with all local, state, and federal laws and/or regulations relating to employment.

(C) Contractor shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits of not less than $500,000 for one accident, and Automotive Property Damage Insurance with maximum limits of not less than $500,000 for one accident, to protect from all claims arising from the use of the following:

(i) Contractor's own automobiles, trucks, and/or vehicles

(ii) Hired automobiles, trucks, and/or vehicles

(iii) Automobiles, trucks, and/or vehicles owned by subcontractors

(D) The aforementioned is to cover the use of automobiles, trucks, and/or vehicles on and off the project sites.

14.2 Contractor shall, at its expense, carry Protective Liability Insurance with the City of Jackson as a named insured and their servants, agents and employees as additional insured in amount not less than $500,000 as well as property damage liability coverage in the amount of $500,000 per occurrence and $500,000 aggregate for all damages arising out of injury to or destruction of property during the policy period.

14.3 The Contractor shall carry all insurance as prescribed herein and all policies shall be with companies satisfactory to the City. If a part of this contract is sublet, the Contractor shall require each Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime Contractor.

14.4 Certificates of insurance shall state that thirty (30) days' written notice will be given to the City before the policy is canceled or changed. No Contractor or Sub-Contractor will be allowed to start any work pertaining to the Agreement until certificates of all insurance required herein are filed with and approved by the City. The Certificates shall show the type, amount, class of operations covered, effective dates, and dates of expiration of policies.

Section 15: Invalidity of Provisions.

Each of the provisions contained in this Agreement is distinct and severable, and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

Section 16: Independence of Contractor.

16.1 Shady Arbor PLLC shall be legally considered an independent contractor and shall at no time act as an agent for the City of Jackson.

16.2 Nothing in this contract shall be deemed or construed by any party as creating the relationship of principal and agent, employer and employee, or any similar relationship. Subcontractors and Shady Arbor PLLC personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City of Jackson. Payments to Shady Arbor PLLC will be a gross amount, which are subject to IRS non-employee contractor rules (1099-NEC). Shady Arbor PLLC will be responsible for all applicable federal and state taxes related to gross payments.

Section 17: Indemnification.

Shady Arbor PLLC shall indemnify, defend, save, and hold harmless, protect, and exonerate the City of Jackson from and against all claims, demands, liabilities, suits and actions of every kind and nature that are due to Shady Arbor PLLC's actions. Likewise, the City of Jackson shall indemnify, defend, save, and hold harmless, protect, and

exonerate Shady Arbor PLLC from and against all claims, demands, liabilities, suits, and actions of every kind and nature that may be due to the City of Jackson's actions.

Section 18: Licensure.

18.1 Shady Arbor PLLC manager Stephen G. Dicke is a licensed Forester, Mississippi Registered Forester #1076.

18.2 Subcontractor - Trey DeLoach is a Mississippi-licensed Landscape Horticulturalist and President of MGC Landscapes, Inc.

Section 19: Limitation of Rights.

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

Section 20: Modification or Amendment.

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

Section 21: No Binding Arbitration.

The City does not agree to submit to binding arbitration under any circumstances. Any dispute arising under or relating to this Agreement shall be resolved exclusively in a court of competent jurisdiction located within the State of Mississippi, and nothing herein shall be construed as a waiver of the City's sovereign immunity or other legal defenses.

Section 22: Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated below, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

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

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

401 E. Capitol Street
Suite 300
Jackson, MS 39201
Attn: City Attorney
601.960.1799

AND

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

If to the Contractor:

Stephen Dicke
407 Pebble Brook Drive
Clinton, Mississippi
stephendickems@gmail.com

Section 23: Occupational Safety and Health Act (OSHA) Compliance

(A) The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders relating to occupational safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and all standards, regulations, and orders promulgated thereunder by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), as well as all applicable safety requirements of the Mississippi Department of Environmental Quality (MDEQ) and other relevant state agencies.

(B) The Contractor shall take all necessary precautions for the safety of employees, subcontractors, municipal personnel, and the public, and shall maintain all necessary safeguards to protect persons and property from injury, damage, or loss arising out of the performance of the work. The Contractor shall promptly report to the City any OSHA inspections, citations, or safety incidents occurring in connection with the project.

(C) Failure of the Contractor to comply with OSHA or related safety requirements shall constitute a material breach of this Contract and may result in suspension of work, withholding of payments, or termination of the Contract at the discretion of the City. The Contractor shall be solely responsible for any fines, penalties, or corrective actions resulting from noncompliance.

(D) The Contractor shall ensure that all subcontractors performing work under this Contract are informed of and comply with the requirements of this section.

Contractor shall have seven (7) calendar days from receipt of such notice to commence cure of the default and shall thereafter diligently pursue cure to completion within a reasonable time acceptable to the City.

(B) Failure to Pay Subcontractors or Suppliers.
If the default consists of a failure to make proper payment to subcontractors or suppliers, the Contractor shall have ten (10) calendar days from receipt of written notice to cure such default.

(C) Immediate or Emergency Defaults.
If, in the City's reasonable judgment, the default presents a threat to public health, safety, welfare, property, or the integrity of the Project, the City may require the Contractor to commence cure immediately or within forty-eight (48) hours, or such shorter time as circumstances reasonably require. If the Contractor fails to do so, the City may proceed without further notice.

(D) Failure to Cure.
If the Contractor fails to timely commence cure, fails to diligently pursue cure, or fails to fully cure the default within the time allowed, the City may declare the Contractor in default and exercise any or all remedies set forth herein.

26.3 City's Remedies

Upon default or threatened default by the Contractor, and subject to any applicable performance bond notice requirements, the City may exercise any one or more of the following remedies, which shall be cumulative and not exclusive, in addition to any remedies available at law or in equity:

(A) Withhold payment of amounts otherwise due to the Contractor until the default is cured.

(B) Require the Contractor to correct, replace, or reperform nonconforming or defective Work at no additional cost to the City.

(C) Supplement the Contractor's workforce, materials, or equipment, or perform or complete the Work by other means, and deduct the cost thereof from amounts due or to become due to the Contractor.

(D) Terminate the Contract for cause and complete the Work in accordance with the Contract Documents.

(E) Recover actual damages, liquidated damages (if applicable), costs of completion, and any other damages permitted by Mississippi law.

26.4 Specific Performance and Equitable Relief
The Contractor acknowledges that the Work to be performed under this Contract is unique and essential to the public purpose of the Project, and that a failure by the Contractor to perform in accordance with the terms of this Contract will cause irreparable harm to the City for which monetary damages alone may be an inadequate remedy. Accordingly, in the event

of a breach or threatened breach by the Contractor, the City shall be entitled, in addition to any other rights or remedies available at law or in equity, to seek specific performance, injunctive relief, or other equitable relief to compel the Contractor to perform its obligations under this Contract, without the necessity of proving actual damages or posting a bond, to the fullest extent permitted by Mississippi law.

26.5 No Waiver of Sovereign Immunity
Nothing in this Contract, including this Remedies section, shall be construed as a waiver of the City's sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

26.6 No Election of Remedies
The exercise by the City of any remedy shall not preclude the exercise of any other remedy, whether before or after such exercise. No failure by the City to enforce any provision of this Contract shall constitute a waiver of the City's right to enforce such provision at a later time.

26.7 Survival
The provisions of this Remedies section shall survive termination or completion of the Contract to the extent necessary to effectuate their purpose.

Section 27: Scope of Services.

Shady Arbor PLLC will perform and complete in a timely and satisfactory manner the services described in Appendix "A," captioned "Scope of Services," which is attached hereto and made a part hereof by reference.

Section 28: Termination for Convenience.

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

Section 29: Termination for Cause.

29.1 If The Contractor:

(A) Shall violate any substantial provision of this Agreement; or

(B) If any material adverse change shall take place in the financial condition of The Contractor which would impair the Contractor's ability to perform its obligations hereunder; or

(C) Should any of the Contractor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Contractor terminating this Agreement at a specified date, and this Agreement shall terminate on such date.

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

Section 30: Termination for Default.

If Shady Arbor PLLC refuses or fails to perform any of the provisions of this contract or commits any other substantial breach of this contract, the City of Jackson may, upon 10 working days of notice, terminate Shady Arbor PLLC's right to proceed with the contract.

Section 31: Venue

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

Section 32: Waiver.

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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below.

_____

Date

_____

Shady Arbor PLLC

Stephen G. Dicke

407 Pebble Brook Drive Clinton, MS 39056

_____

Date

_____

John Horhn, Mayor

City of Jackson

219 S. President Street Jackson, MS 39201

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
7/8/26

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SHADY ARBOR PLLC FOR URBAN FORESTRY AND ARBORICULTURE CONSULTING SERVICES** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Megan Bennett, *Deputy City Attorney* MB

7/8/26
Date

may miss internal defects, hidden defects high in trees, or underground problems. The time for our opinion of risk is 1 year. No guarantee of safety is provided. Tree risk is a snapshot in time and can change quickly as tree health deteriorates or as storms pass.

Collecting and Using Tree Health and Structural Information. Health and Structural Information on each tree to be collected using Tree Plotter (PlanIT Geo) software.

1. Estimated GPS location (latitude and longitude in decimals) by plotting on aerial photos in software.
2. Data: Stem Diameter in inches., Species (oak, pine, etc.), Status – Dead or Alive, and Condition or Health if important.
3. Photo of tree to aid in identification.
4. Notation on health issues, defects, and other circumstances.
5. Opinion on the likelihood of a tree or tree part failing and injuring persons or property or disrupting utilities or travel.
6. Mitigation Recommendation: Remove, Prune, or another treatment.





Our minimum tree sizes that we will evaluate for removal and pruning.

Dead trees 4 inches in diameter and 20 feet in height or larger.

Dead branches 4 inches in diameter and 10 feet long or larger and held 30 + feet in height or higher.

Trees needing mitigation will be individually marked to ensure there is no confusion.

1. **Trees to Remove** will have their stems initially tied with orange flagging. Once removals are approved then the stem will be marked with orange tree marking paint at eye level and at the base (upper photo right)
2. **Trees to Deadwood Prune** will have their stems flagged at eye level with blue ribbon. Pruning alternatives include reduction cuts, removal cuts, thinning, crown lifting, and removing dead and broken limbs (lower photo right).
3. **Other Mitigation Treatments.** Other treatments like weeding around tree or mulching will be noted on maps. If needed they can be assigned their own flagging color.

Appendix A

Shady Arbor PLLC

Documents provided to City of Jackson.

1. Summary Tables
2. Maps
3. Spreadsheets
4. On-line access to Tree Plotter (PlanIT Geo) data and maps.
5. Individual tree reports (1/2 page or 1 page per tree).
6. Work Records: example - Task, Status, Assigned to Vendor

Tree Structure and Health Mitigation Timeline.

May – July 2026 - Field Data collection. Review of data and correcting errors. Generating tables, maps, and spreadsheets for all 4 properties.

July 2026 Develop a work bid and sample contract to send out to tree pruning and removal contractors.

August 2026 – Bidding period, answering questions.

September 2026 – Initial meetings with vendor or contractor(s).

September - December 2026

Monitor Tree Removal and Pruning Irregularly held meetings follow to ensure vendors are completing work property and meeting project goals.

Monitor Tree Health Treatments.

Allow vendor(s) four months to complete tree pruning and removals and all tree health treatments.

Monthly or quarterly review of progress by vendor(s). Submit works record report to City of Jackson to support vendor payment for completed services.

September 2027, 2028, 2029, and April 2030 – **Monitor for 3 years trees** pruned and/or receiving health treatments for any improvement or decline in health or structure.

Tree Selection / Replacement Timeline.

The **Jackson Zoo** has a considerable number of Chinese Tallow trees on the property. Tallow trees are a non-native invasive species causing all kinds of problems on the Zoo property. These trees need to be removed and replaced with native trees and shrubs.

Livingston Park has several trees severely damaged or killed by the 2023 drought. These will need to be removed and replaced.

Cedar Lawn Cemetery has an unsightly, overgrown fenceline along West Capitol Street. Many of the plants in the fenceline are non-native invasive species. These need to be removed and replaced with hardy and beautiful native landscaping trees and shrubs. Most trees in the cemetery need to be weeded and mulched. Several need to be removed and replaced.

Willow Park Cemetery is very poorly drained with few trees. A line of trees and shrubs need to be installed along the west side of Isabele Steet to form a visual barrier that separates Isabele Elementary School from the Cemetery. A visual barrier of trees and shrubs along Hill Avenue and Hattiesburg Street are also welcome.

May-July 2026 Identify and mark spaces where trees can be planted. In places with restrictions measure length and width (and height) to set limits on rooting space and head space. Match soil and site with potential tree species. Plan out how soils could be improved to grow trees faster and will better survival.

August 2026. Develop a Tree Planting Plan for the four properties.

September 2026 – Bidding process for nursery to deliver trees to plant.

October 2026 - Bidding process for vendor to plant trees.

December 2026- January 2027 – **Monitor Tree Planting Vendor** to ensure trees are property treated and planted.

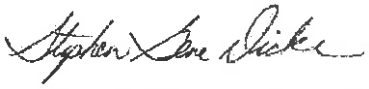
February 2027 – Bidding process for the watering of planted trees and freshening mulch annually for three years. This includes water twice a month from April – November 2027, and more during dry spells. Water once a month May – October 2028. Water once every other week during dry spells in 2029 and 2030 until April 2030.

April 2027 – April 2030. **Monitor watering and after planting care for 3 years.**

Shady Arbor PLLC will provide supplies, tools, and travel. The hours of office work to generate maps, spreadsheets, summaries, and other output will also be provided. Client-level access to Tree Plotter software and the tree information will be given to the City of Jackson and the winning tree service company. Working together we should be able to track real-time job completion and approve vendor payments quickly.

Thank you for the opportunity to bid on this work. Chuck, Trey, and I look forward to working with you to improve the tree cover on these four properties.

Yours truly,



Stephen Dicke Shady Arbor PLLC
International Society of Arboriculture Certified Arborist SO-5635A
Tree Risk Assessment Qualification

Appendix B. Compensation

City of Jackson - Shady Arbor PLLC Contract. Work proposal and cost matrix

Property	Acres	Tree Structure and Health Evaluations	Locate / Evaluate Planting Sites	Monitor Tree Removal and Pruning	Monitor Health Treatments	Tree Selection / Replacement Plan	Monitor tree planting	3-year Monitoring Watering & After Care	3-year Monitoring of older trees	Arborist Hours by property	Fee Charged by property	City of Jackson Budget by property	Grant Budget Remaining by property
Jackson Zoo	56	24	6	16	3	9	7	12	12	**119**	**$11,900**	100000	88100
Livingston Park	48	15	6	12	3	6	7	9	9	**88**	**$8,800**	100000	91200
Cedar Lawn Cem.	55	7	8	4	4	9	8	12	6	**73**	**$7,300**	50000	42700
Willow Park Cem.	10	6	7	3	2	6	4	6	3	**50**	**$5,000**	100000	95000
Hours		52	27	35	12	30	26	39	30				
# of Arborists		2	2	1	1	1	1	1	1				
TOTAL HOURS OF WORK		**104**	**54**	**35**	**12**	**30**	**26**	**39**	**30**	**330**			
Fee Charged by Work Activity		**10400**	**5400**	**3500**	**1200**	**3000**	**2600**	**3900**	**3000**		**$33,000**	9.4% of Budget	
Assigned Arborist(s)		Chuck and Steve	Trey and Steve	Steve or Chuck	Steve or Trey	Trey	Trey	Trey or Steve	Chuck or Steve				

Estimated Cost of Work

Hours of Work **330**

$100 / hour **$33,000**

		Hours Worked	Fee
Stephen Dicke	ISA Certified Arborist , Tree Risk Assessment Qualification, Registered Forester	137	13700
Chuck Grantham	ISA Certified Arborist , Tree Risk Assessment Qualification	84.5	8450
Trey DeLoach	ISA Certified Arborist , MS licensed Landscape Horticulturalist	108.5	10850
		330	**33000**

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FDP Cost Reimbursement Subaward

Federal Awarding Agency: Department of Agriculture (USDA)

Pass-Through Entity (PTE): Jackson State University

Subrecipient: City of Jackson Mississippi

PTE PI: Heather Denne

Sub PI: Lakeca Smith

PTE Federal Award No: 25-CA-11083150-571

Subaward No: 634F32 - JK

Project Title: JSU Gateways to a Greater Jackson Urban and Community Forestry Inflation

Subaward Period of Performance (Budget Period):
Start: 01/16/2025 End: 01/16/2030

Estimated Project Period, if incrementally funded:
Start: 01/16/2025 End: 01/16/2030

Amount Funded This Action (USD): $ 189,000.00

Incrementally Estimated Total (USD): $ 275,000.00

Terms and Conditions

1. PTE hereby awards a cost reimbursable Subaward, (as determined by 2 CFR 200.330), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.

2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.

3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the Project Period end date. The final statement of costs shall constitute Subrecipient's final financial report.

4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.

5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.

6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Authorized Official Contact and the Subrecipient's Authorized Official Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.

7. The PTE may issue non-substantive changes to the Period of Performance and budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.

8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

9. Either party may terminate this Subaward with 30 days written notice. PTE notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the Authorized Official Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.

10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:

Name: Almesha L. Campbell, Ph.D., RTTP

Title: VP for Research & Economic Development

8/29/2025
Date

By an Authorized Official of the Subrecipient:

Name: John Horhn

Title: Mayor, City of Jackson

8/28/25
Date

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Attachment 1
Certifications and Assurances

Subaward Number:
634F32 - JK

Certification Regarding Lobbying (2 CFR 200.450)
By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who 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.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)
By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records
Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)
Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name
Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Attachment 2
Federal Award Terms and Conditions

Subaward Number: 634F32 - JK

Required Data Elements

The data elements required by Uniform Guidance are incorporated: in the attached Federal Award.

Awarding Agency Institute (If Applicable): U.S. Department of Agriculture

Federal Award Issue Date	FAIN	CFDA No.
01/16/25	25-CA-11083150-571	10.727

CFDA Title: Inflation Reduction Act Urban & Community Forestry Program

Key Personnel Per NOA: Heather Denne

This Subaward Is:

☐ Research & Development ☒ Subject to FFATA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
   https://www.nifa.usda.gov/grants/regulations-and-guidelines
2. 2 CFR 200
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
   https://www.nifa.usda.gov/grants/regulations-and-guidelines
4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:
   https://www.nifa.usda.gov/grants/regulations-and-guidelines except for the following:
   a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Principal Investigator Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
   b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
   c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
   d. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
   e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income: Additive

Special Terms and Conditions:

Data Sharing and Access:
Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

No additional requirements

Data Rights:
Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

Subrecipient Grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):
Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: https://www.nifa.usda.gov/grants/regulations-and-guidelines

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

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Work Involving Human or Vertebrate Animals (Select Applicable Options)

☒ No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One) Not Applicable

This section left intentionally blank

This section left intentionally blank

Additional Terms

Docusign Envelope ID: DEE31377-C828-4DF5-BA4C-BA8D486272BE

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number: 634F32 - JK

PTE Information

Entity Name: Jackson State University

Legal Address: 1400 John R. Lynch St.
Jackson, MS 39217

Website: jsums.edu/research

PTE Contacts

Central Email: subawards@jsums.edu

Principal Investigator Name: Heather Denne

Email: heather.a.denne@jsums.edu Telephone Number: 601-979-5828

Administrative Contact Name: Jacobi M. Grant, J.D.

Email: subawards@jsums.edu Telephone Number: 601-979-2457

COI Contact email (if different to above):

Financial Contact Name: William T. Davis

Email: william.t.davis@jsums.edu Telephone Number: 601-979-2056

Email invoices? (●) Yes ( ) No Invoice email (if different): grantsandcontracts@jsums.edu

Authorized Official Name: Almesha L. Campbell, Ph.D., RTTP

Email: almesha.l.campbell@jsums.edu Telephone Number: 601-979-2008

PI Address:

Jackson State University
1400 John R. Lynch St.
Jackson, MS 39217

Administrative Address:

Jackson State University
JSU P.O. Box 17057
Jackson, MS 39217

Invoice Address:

Jackson State University
1400 John R. Lynch St.
Jackson, MS 39217

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Attachment 3B

Subrecipient Contacts

Subaward Number: 634F32 - JK

Subrecipient Information for FFATA reporting

Entity's UEI/DUNS Name: City of Jackson, Mississippi

EIN No.: 64-6000503

Institution Type: State Government

UEI/DUNS: GNNPTMPBPYM8

Currently registered in SAM.gov: (•) Yes ( ) No

Exempt from reporting executive compensation: ( ) Yes (•) No *(if no, complete 3Bpg2)*

Parent UEI/DUNS:

This section for U.S. Entities:

Congressional District: MS-002

Zip Code Look-up

Zip Code+4: 39180

Place of Performance Address

City of Jackson
219 S. President Street
Jackson, MS 39201

Subrecipient Contacts

Central Email: slbell@jacksonms.gov

Website: www.jacksonms.gov

Principal Investigator Name: Lakeca Smith

Email: lakecas@jacksonms.gov Telephone Number: 601-960-1178

Administrative Contact Name: Mandy Adams

Email: mandya@jacksonms.gov Telephone Number: 601-960-1178

Financial Contact Name: Fidelis Malembeka

Email: fmalembeka@jacksonms.gov Telephone Number: 601-960-2311

Invoice/Payment Email: fmalembeka@jacksonms.gov

Authorized Official Name: John Horhn

Email: jhorhn@jacksonms.gov Telephone Number: 601-960-2396

Legal Address:

City of Jackson
219 S. President Street
Jackson, MS 39201

Administrative Address:

City of Jackson
P.O. Box 17
Jackson, MS 39205-17

Payment Address:

City of Jackson
P.O. Box 17
Jackson, MS 39205-17

Docusign Envelope ID: DEE31377-C828-4DF5-BA4C-BA8D486272BE

Attachment 3B-2

Highest Compensated Officers

Subaward Number: 634F32 - JK

Subrecipient:

Institution Name: City of Jackson Mississippi

PI Name: Lakeca Smith

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Docusign Envelope ID: DEE31377-C828-4DF5-BA4C-BA8D486272BE

Attachment 4
Reporting and Prior Approval Terms

Subaward Number: 634F32 - JK

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

☐ Monthly technical/progress reports will be submitted to the PTE's Principal Investigator within 30 days of of the end of the month.

☒ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Principal Investigator

☒ Annual technical / progress reports will be submitted within 30 days prior to the end of each budget period to the PTE's Principal Investigator. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.

☒ A Final technical/progress report will be submitted to the PTE's Principal Investigator within 30 days of the end of the Project Period or after termination of this award, whichever comes first.

☐ Technical/progress reports on the project as may be required by PTE's Principal Investigator in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Carryover is restricted for this subaward by the: Federal Awarding Agency

Carryover instructions and requirements are as stated by the Federal Awarding Agency guidance or as shown below.

Submit carryover requests to the Administrative Contact.

Other Reports:

☒ In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's Authorized Official within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required: Upon Request

☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements:

Docusign Envelope ID: DEE31377-C828-4DF5-BA4C-BA8D486272BE

Subaward Number: 634F32 - JK

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Statement of Work

○ Below ◉ Attached, [ ] pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied: 28.6 %

Rate Type: Modified Total Direct Costs

Cost Sharing: No

If Yes, include Amount: $

Budget Details ○ Below ◉ Attached, [ ] pages

Budget Totals

Direct Costs	$	275,000.00
Indirect Costs	$	0.00
Total Costs	$	275,000.00

All amounts are in United States Dollars

Docusign Envelope ID: DEE31377-C828-4DF5-BA4C-BA8D486272BE

Subaward Number:
634F32 - JK

Attachment 6

Notice of Award (NOA) and any additional documents

○ The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.

◉ Not incorporating the NOA or any additional documentation to this Subaward.

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Policy Name	Financial Conflict of Interest
Policy Number	12000.020
Effective Date	May 23, 2017
Administrative Division	Division of Research and Federal Relations
Unit	Research Compliance
Revised Date	Click here to enter text.

1.0 Policy Statement

The University is responsible for promoting objectivity in research and protecting the reputation of the research enterprise through the proper management of financial conflicts of interest. This responsibility is shared by the University research staff, and therefore, all are required to fully disclose all of his/her own real, apparent or potential significant financial interests and those of his/her spouse and dependent children annually and to update their disclosures when circumstances change.

2.0 Purpose

The objective of this policy is to outline the University's specific requirements for disclosures, monitoring, reporting and training requirements for the management of financial conflict impacting sponsored research. Specific requirements are stated in accordance with applicable regulations outlined by the Public Health Services (PHS) at 42. C.F.R. Part 50 Subpart F and the National Science Foundation (NSF) Financial Disclosure policy

3.0 Definitions

3.1 Disclosure – to provide relevant information about one's financial interests related to a research project to parties inside and outside the University to assure full awareness of potential conflicts and institutional efforts to address and manage them.

3.2 Investigator - the project director or principal investigator, co-investigator and any other person, regardless of title or position, who is responsible for the design, conduct, or reporting of funded research, or proposed for such funding, which may include, for example, collaborators or consultants.

3.3 Financial Conflict of Interest (FCOI) - a significant financial interest that could directly and significantly affect the design, conduct, or reporting of funded research.

3.4 Financial Interest - anything of monetary value, related to an investigator's institutional responsibilities, whether or not the value is readily ascertainable, in any of these categories.

3.5 Institutional responsibilities - an Investigator's professional responsibilities on behalf of the Institution, which may include, for example: activities such as research, research consultation, teaching, professional practice, institutional committee memberships, and service on panels such as Institutional Review Boards or Data and Safety Monitoring Boards.

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3.6 Researcher - includes the principal investigator and all faculty and research staff members who will have responsibility for the design and conduct of the research as well as the dissemination of its results.

3.7 Significant Financial Interest (SFI) - consists of one or more of the following interests of the Investigator (and those of the Investigator's spouse and dependent children) that reasonably appears to be related to the Investigator's institutional responsibilities:

3.7.1 With regard to any publicly traded entity, a significant financial interest exists if the value of any salary and any payment for services, for consulting fees, honoraria, paid authorship, or any equity interest including stock, stock options or other ownership interest, as determined through reference to public price or other reasonable measures of fair market value exceeds $5,000.

3.7.2 With regard to any non-publicly traded entity, a significant financial interest exists if the value of any remuneration received from the entity in the twelve months preceding the disclosure, when aggregated, exceeds $5,000, or when the Investigator (or the Investigator's spouse or dependent children) holds any equity interest (e.g., stock, stock option, or other ownership interest); or

3.7.3 Intellectual property rights and interests (e.g., patents, copyrights), upon receipt of income related to such rights and interests.

3.8 Senior/Key Personnel - the project director or principal investigator and any other person identified as responsible for the design, conduct or reporting of a research study by the Institution in the grant application, progress report, or any other report submitted to the PHS by the Institution under the regulation.

3.9 Immediate Family - the immediate family of a Faculty or Staff member includes his or her spouse, parents, stepparents, siblings, children, stepchildren, grandchildren, grandparents, sons-in-law, daughters-in-law, mother-in-law, father-in-law, brothers-in-law and sisters-in-law.

4.0 Additional Information

4.1 All Principal Investigators and research staff participating in a sponsored project covered by this policy must disclose whether or not he or she has external affiliations that may constitute a conflict.

4.2 Research staff is required to disclose SFI at the time of the application or proposal for NIH and National Science Foundation funded research and prior to incurring costs on an award or issuance of a subcontract.

4.3 All Financial Conflicts of Interest will be reported to the funding agency in accordance with the terms of the agreement and federal regulations.

4.4 Research staff members covered by this policy must submit an updated disclosure of significant financial interests at least annually during the period of the award. Any information that was not disclosed initially should be provided and should also include updated information on previously disclosed SFI.

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4.5 All funded investigators, senior/key personnel should complete mandatory online training prior to engaging in any research related to any funded grant and at least every four years.

4.6 Research staff covered by this policy may have to re-certify immediately if revisions to this policy affect the requirements, new employment with the University or if the research staff member is not in compliance with this policy or an implemented management plan.

4.7 Prior to incurring expenditures on any awards issued to the University, Research Compliance will review all disclosures to determine whether a financial conflict of interest exists and if so develop and implement a management plan.

4.8 A retrospective review of research will be performed on undisclosed Financial Conflicts of Interest that are not reported or managed in a timely manner. The Research Compliance Officer will complete the review documenting the noncompliance to determine whether the research was biased in its design, conduct or reporting of such research.

4.9 If any biases are identified due to the failure to comply with this policy, the awarding agency will be notified and a mitigation report describing the impact of the bias on the research project and the actions taken or to be taken to eliminate or mitigate the effects of the bias. The University will also update any previously submitted FCOI report regarding the actions taken to manage the conflict of interest going forward.

4.10 Investigators must disclose the occurrence of any externally sponsored travel related to their institutional responsibilities. The disclosure should include the purpose of the trip, the identity of the sponsor/organizer, the destination, and the duration.

4.11 All implemented management plans will be monitored on an ongoing basis until the completion of the research.

4.12 Sanctions may be imposed if Research staff members fail to make disclosures in a timely manner or submit false disclosures or is otherwise in non-compliance with the implementation of a management plan.

4.13 Willful concealment of financial interests may result in disciplinary actions and sanctions may be imposed upon the violating individual.

4.14 The University must ensure that its Subcontractors comply with federal regulations regarding Financial Conflicts of Interest. The terms of the written agreement/contract issued must clearly state if the University FCOI policy is applicable or that of the subrecipient. The subrecipient must certify that its policy complies with federal regulations outlined in Subpart F. If certifications are not provided, the agreement will state that the subrecipient is subject to the University's policy.

5.0 Employee Adherence

Employees are required to adhere to these guidelines. Willful disregard of this policy shall be considered non-compliance and may result in a formal reprimand up to and including termination. The information stated in this policy pertains and applies to applicable employees, departments and funding sources of the University.

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Policy Name	Conflict of Interest and Commitment
Policy Number	1200.019
Effective Date	May 23, 2017
Administrative Division	Division of Research and Federal Relations
Unit	Research Compliance
Revised Date	Click here to enter text.

1.0 Policy Statement

Jackson State University ("JSU" or "University") expects, supports and encourages its faculty and staff to engage in research and to actively participate in external relationships and efforts that augment the mission of the University. However, participation in outside activities should in no way interfere with the faculty or staff member's primary obligation to act in the best interest of the University at all times. As part of this fundamental obligation, the University fully expects faculty and staff to apply their efforts appropriately and to use University resources toward University ends. These expectations are met through the establishment of standards that provide a realistic and practical expectation that the design, conduct, monitoring and reporting of research results, including research which is supported by grants, cooperative agreements and contracts, will not be impeded by bias resulting from researcher conflict of interest or conflict of commitment.

2.0 Purpose of Policy

When the University's name, time, and resources are used in a way that results in inappropriate personal or professional advantage, or is harmful to the University's mission, a conflict between individual and University interests may be created. The purpose of this policy is to define, and educate University administration, faculty and staff, on Conflicts of Interest and Conflicts of Commitment and on mechanisms for avoiding and/or disclosing these conflicts. This Policy establishes a standard of conduct with the goal of protecting the University community from harmful circumstances arising from real or possible Conflicts of Interest and Conflicts of Commitment.

3.0 Definitions

3.1 Conflict of Interest – A situation in which an individual's financial, professional or other personal interests may directly or indirectly affect, or have the appearance of affecting, his or her professional judgment in exercising any University duty or responsibility.

3.2 Conflict of Commitment – A situation that may occur when the external activities or relationships (paid or volunteer) of a member of the University faculty or staff interfere or compete (actually or potentially) with their primary obligation to the University's educational, research or service missions, or otherwise impedes the faculty or staff member's ability or readiness to perform the complete range or responsibilities associated with her or his University position.

3.3 Investigator - the project director (PD) or principal investigator (PI) and any other person, regardless of title or position, who is responsible for the design, conduct, or reporting of funded research, or proposed for such funding, which may include, for example, collaborators or consultants.

3.4 Financial Interest - an interest in a business or the receipt or right to receive certain types of remuneration over stated thresholds.

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3.5 Immediate Family - the immediate family of a Faculty or Staff member includes his or her spouse, parents, stepparents, siblings, children, stepchildren, grandchildren, grandparents, sons-in-law, daughters-in-law, mother-in-law, father-in-law, brothers-in-law and sisters-in-law.

3.6 Outside Professional Activity - An outside activity is any paid or volunteer activity undertaken by a Staff or Faculty member outside the scope of his or her regular University duties. Outside Professional Activities may include consulting, participation in civic or charitable organizations, working as a technical or professional advisor or practitioner, or holding a part-time job with another employer, whether working in one's University occupation or another.

4.0 Additional Information:

4.1 Investigators must not, at the expense of the University, use their official positions and affiliations with the University to influence or gain advantage or advancement for themselves, family members, dependents or close personal associates.

4.2 Investigators must avoid allowing external activities to undermine their primary professional obligations to Jackson State University.

4.3 Investigators must commit to the timely disclosure of any inventions, creations, or other intellectual property interests reached during the normal course of their University activities or that were accomplished with significant use of University resources.

4.4 Investigators must disclose all definite, probable, and possible conflicts of interest and/or conflicts of commitment, as soon as they arise or are identified, to a designated University official for notice and evaluation. If disclosed conflicts are found to be significant, then said conflicts must be mitigated or eliminated in accordance with this policy and accompanying procedures and processes.

4.5 Investigators must annually disclose to the University whether they (or their spouse/domestic partner or dependent children) have a financial interest in a non-University entity or enterprise that would reasonably appear to be related to their University position or responsibilities. Disclosures of such interests must also be made when the investigator is involved in certain specific matters, including, but not limited to:

- Gifts
- Sponsored Projects
- Technology licensing arrangements
- Research protocols that involve human subjects, animals or stem cells
- Material transfer and collaboration agreements, and
- Certain procurement matters (e.g., sole source or from a privately-held company).

4.6 Investigators who are full-time faculty or staff may not accept substantial management responsibilities as part of their outside professional activities. If a faculty or staff member deems it

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necessary to take on a substantial management role in an external organization, express permission must be granted by her or his department chair and dean; acceptance of such a role with an outside entity may be determined to require a leave of absence without pay.

4.7 Certain outside professional activities, such as submitting a proposal or serving as a director for a research or scholarly endeavor at another institution that could be conducted at Jackson State University, may generate conflicts of interest or commitment regardless of the time involved. Investigators employed by JSU, are generally prohibited from serving as principal investigators on sponsored projects that are submitted and managed through other universities, federal, non-profit, or corporate institutions. This condition does not apply to subcontracts awarded to JSU; this provision is not intended to limit the ability of investigators to participate in collaborative research or training programs with other entities, nor is it intended to limit the ability of investigators to access facilities that are not available at JSU.

4.8 Financial interests that are disclosed and are determined to be connected to one or more of the institutional responsibilities of the investigator will be evaluated per the JSU Financial Conflict of Interest Policy (cross reference FCOI here). If connection of the interest is confirmed to be conflicting, then the conflict will need to be eliminated or mitigated according to a plan developed in cooperation with and under the oversight of the dean of the college in collaboration with the Provost and Senior Vice President of Academic and Student Affairs. If the financial interest is not considered to result in significant and direct conflict of interest, other administrative actions, such as disclosure in proposals, publications, research presentations, etc., may be required.

4.9 School deans, in consultation with the Vice President for Research and Federal Relations, shall establish procedures and timeframes for appropriate review of potential or actual conflicts of interest or conflicts of commitment, both annually and at the time of initiation of new transactions, in order to eliminate, mitigate, or otherwise manage such conflicts.

5.0 Employee Adherence

Employees are required to adhere to these guidelines. Willful disregard of this policy shall be considered non-compliance and may result in a formal reprimand up to and including termination. The information stated in this policy pertains and applies to applicable employees, departments and funding sources of the University.

35

ORDER AUTHORIZING THE CITY OF JACKSON TO RELEASE THE TITLES FOR CITY-OWNED VEHICLES TO BE AUCTIONED ONLINE BY GOVDEALS.

WHEREAS, the City of Jackson is authorized by Miss. Code Ann. § 17-25-25 to sell or dispose of personal or real property when it has ceased to be used for public purposes or when such a sale would promote the best interest of the governing authority; and

WHEREAS, the Fleet Manager for Municipal Garage has identified in this order vehicles that the City of Jackson has ceased to use for public purposes; and,

WHEREAS, it would be in the best interest of the City to dispose of the vehicles at an online auction, at the time of their choosing; and,

WHEREAS, the City of Jackson has retained GovDeals, which meets the requirements of the State Department of Audit, to conduct online auctions for the City; and,

WHEREAS, the following are municipally-owned surplus motor vehicles that will be sold at an online auction by GovDeals:

COJ Vehicle Number	Year/Make/Model	VIN#	Division
MV0020	2015 Chevy	3N63M0YN7FK727894	Public Works
PT0466	1998 Ford F-150	1FTZF1765WNA86410	Public Works
PT0524	2000 Dodge Ram 2500	3B7KF26Z3YM237146	Public Works
PT0615	2005 Ford Ranger	1FTYR10U35PB02019	Public Works
PT0625	2007 Ford F-150	1FTRX12W07NA60979	Public Works
PT0631	2007 Ford Ranger	1FTYR14U67PA85388	Public Works
PT0632	2007 Ford F-150	1FTRF12W97NA50860	Public Works
PT0634	2007 Ford F-150	1FTRF12W27NA50862	Public Works
PT0653	2008 Ford F-150	1FTRW14WX8KE91073	Public Works
PT0656	2008 Ford Ranger	1FTYR14U58PB00254	Public Works
PT0661	2009 Ford F-150	1FTRX12W39KA47499	Public Works
PT0687	2010 Ford F-150	1FTMF1CW1AKA15540	Public Works
PT0690	2010 Ford F-150	1FTEX1CW1AFA74002	Public Works
PT0695	2011 Ford F-250	1FDBF2A66BEA63823	Public Works
PT0732	2011 Ford Ranger	1FTKR1EDXBPA53508	Public Works
PT0740	2011 Ford F-150 XL	1FTFX1CF8BFB71980	Public Works
PT0749	2011 Ford F-250	1FDBF2A66BEC58269	Public Works
PT0758	2012 Ford F-350	1FT8W3DT1CEC12730	Public Works
PT0763	2012 Ford F-350	1FT8W3A66CEC31966	Public Works
SUV0072	2014 Jeep Patriot	1C4NJPBA5ED870571	Public Works
TK0326	1993 Volvo GMC	4V2JCBBE9PR819379	Public Works

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(Anderson, Horhn)

TK0450	1997 Ford Series	1FTXF80C1VVA01416	Public Works
TK0455	1996 Ford F-Super Duty	1FDLF47F6TEB25715	Public Works
TK0606	2002 Ford F-250	1FTNW21LX2EC49226	Public Works
TK0619	2003 Ford F-350	1FTSW30L93ED27829	Public Works
TK0621	2003 Ford F-350	1FTSW30L53ED27827	Public Works
TK0628	2004 Ford F-750	3FRXF75P64V658952	Public Works
TK0633	2004 Sterling	2FWJAZCG74AM91739	Public Works
TK0659	2005 Dodge Ram 2500	3D7KR28D25G859035	Public Works
TK0720	2010 International	1HSMMAAR8AH232428	Public Works
TK0722	2010 International	1HTMMAAR5AH232429	Public Works
TK0738	2012 Freightliner	1FVHCYBSXCHBN6731	Public Works
TK0745	2012 Freightliner	1FVHC7DV9CHBP0041	Public Works
TK0746	2012 Blow Truck	1FVHC7DV0CHP0042	Public Works
TK0754	2013 Freightliner	1FVACXDT5DHFJ7317	Public Works
TK0787	2016 Kenworth	3BKHLJ9X6GF118586	Public Works
TR0126	1985 BELS	16JF01821F1015003	Public Works
SUV0016	2002 Jeep Liberty	1J4GK48KX2W246070	Public Works
TK0779	2015 Freightliner	1FVHCYCY3FHGH6708	Public Works

IT IS, THEREFORE, ORDERED that the above-listed vehicles are found to be surplus property and that it is in the best interest of the City of Jackson that the foregoing municipally-owned surplus motor vehicles, which are no longer needed for a governmental purpose, be sold at an online auction.

IT IS FURTHER ORDERED that the Fleet Manager for Municipal Garage is authorized to sign necessary documents to transfer titles of motor vehicles which are to be sold at the online auction by GovDeals.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

JULY 1, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE CITY OF JACKSON TO RELEASE THE TITLES FOR CITY-OWNED VEHICLES TO BE AUCTIONED ONLINE BY GOVDEALS. (CALDWELL, HORHN)
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**	Public Works Department
4.	**Benefits**	To generate revenue
5.	**Schedule (beginning date)**	After Council Approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	CITY WIDE
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	City Department- Public Works- Fleet Management
8.	**COST**	N/A
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 ____

+Office of the City Attorney

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Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE CITY OF JACKSON TO RELEASE THE TITLES FOR CITY-OWNED VEHICLES TO BE AUCTIONED ONLINE BY GOVDEALS** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*
Megan Bennett, *Deputy City Attorney* MB

7/7/20
Date

36

ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONSTRUCTION CONTRACT WITH FOUNTAIN CONSTRUCTION CO., INC. FOR THE THALIA MARA HALL CHILLER REPLACEMENT PROJECT, AND AUTHORIZING FINAL PAYMENT AND PUBLICATION OF NOTICE OF COMPLETION

WHEREAS, the City entered into a construction contract with Fountain Construction Co., Inc. for the Thalia Mara Hall Chiller Replacement Project; and

WHEREAS, the architect, CDFL Architects + Engineers PA, reviewed the work and found it substantially complete as certified in the April 8, 2026 Certificate of Substantial Completion; and

WHEREAS, during the project, the parties identified issues with sewer lines in the building, investigation of which could be performed at a reduced price, since the contractor was onsite; and

WHEREAS, the base pricing for the work of $10,100.00 provided video footage and a written report of areas of concern for the sewer lines in the back of the house; and

WHEREAS, providing video footage of the sewer line in the front of the house, including a written report cost an additional $8,400.00; and

WHEREAS, the video footage and report for the back of the house was paid from the project contingency; and

WHEREAS, Change Order No. 1/Final, in the amount of $8,400.00 is for the video footage and written report of the sewer line for the front of the house; and

WHEREAS, Change Order No. 1/Final increases the total not to exceed amount of the contract with Fountain Construction Co., Inc. from $1,096,000.00 to $1,104,400.00; and

WHEREAS, following the final review of the work, Fountain Construction Co., Inc. submitted its final Application for Payment in the amount of $55,200.00, which is for retainage withheld; and

WHEREAS, the surety for the performance and payment bonds, Travelers Casualty and Surety Company of America, has authorized release and payment of all remaining money due under said contract.

IT IS, THEREFORE, ORDERED that Change Order No. 1/Final to the construction contract with Fountain Construction Co., Inc. for the Thalia Mara Hall Chiller Replacement Project, in the amount of $8,400.00, which increases the not to exceed amount of the contract to $1,104,400.00, is authorized and that the Mayor is authorized to execute said change order.

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July 14, 2026
(Anderson, Horhn)

IT IS, FURTHER, ORDERED that the City make final payment in the amount of $55,200.00 for all the work completed and materials furnished under this contract, and that the Municipal Clerk publish the Notice of Completion of the Thalia Mara Hall Chiller Replacement Project.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 7, 2026
DATE

POINTS		COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONSTRUCTION CONTRACT WITH FOUNTAIN CONSTRUCTION CO., INC. FOR THE THALIA MARA HALL CHILLER REPLACEMENT PROJECT, AND AUTHORIZING FINAL PAYMENT AND PUBLICATION OF NOTICE OF COMPLETION**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 7. Quality of Life
3.	**Who will be affected**	Patrons of Thalia Mara Hall
4.	**Benefits**	Closes out the project that replaced the chillers at Thalia Mara Hall
5.	**Schedule (beginning date)**	Project Completed
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Thalia Mara Hall
7.	**Action implemented by:** ▪ **City Department** ▪ **Consultant** ☐	Department of Human and Cultural Services and the Department of Public Works Engineering Division
8.	**COST**	Change Order amount: $8,400.00 Total Contract Amount: $1,104,400.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Special Sales Tax Fund

JACKSON
MISSISSIPPI
BUILDING A BETTER FUTURE TOGETHER

DEPARTMENT OF HUMAN AND CULTURAL SERVICES

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Pamela D.C. Junior, Director
Department of Human and Cultural Services

Date: July 7, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an agenda item closing out the Thalia Mara Hall Chiller Replacement Project. This project, which began while Thalia Mara Hall was closed, replaced one of the chillers and permanently installed the other chiller.

The closeout includes a change order for investigative work performed toward the end of the project. Thalia Mara Hall has experienced plumbing issues throughout for some time now. Fountain Construction Co., Inc. possessed the ability to video the sewer lines in the front of the house and in the back of the house and the expertise to provide a written report. This work was incidental to the project, which allowed the City to avoid costs with mobilizing another contractor to the site to perform the work. The cost to video and report on the condition of the sewer lines in the back of the house was $10,100.00, which could be paid from the project contingency. The cost to video and report on the condition of the sewer lines in the front of the house was $8,400.00. There was insufficient project contingency to cover this cost, which resulted in the need for the change order.

It is the recommendation of the Department of Public Works that this agenda item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

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OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONSTRUCTION CONTRACT WITH FOUNTAIN CONSTRUCTION CO., INC. FOR THE THALIA MARA HALL CHILLER REPLACEMENT PROJECT, AND AUTHORIZING FINAL PAYMENT AND PUBLICATION OF NOTICE OF COMPLETION** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, Jr. LUM
DREW MARTIN, CITY ATTORNEY

7/7/20
DATE

Terry Williamson, *Legal Counsel* TW

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

Bond No. 108148918

TO OWNER:
(Name and address)

City of Jackson, Mississippi
219 South President Street
Jackson, MS 39201

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED: March 6, 2025

PROJECT:
(Name and address)

Thalia Mara Hall Chiller Replacement, 255 E. Pascagoula St., Jackson, MS

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

, SURETY,

on bond of
(Insert name and address of Contractor)

Fountain Construction Co., Inc.
P. O. Box 10506
Jackson, MS 39289-0506

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Jackson, Mississippi
219 South President Street
Jackson, MS 39201

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: April 20, 2026
(Insert in writing the month followed by the numeric date and year.)

Travelers Casualty and Surety Company of America
(Surety)

By: Angie M Strickland
(Signature of authorized representative)

Angie M. Strickland Attorney-in-Fact
(Printed name and title)

Attest:
(Seal): see attached power of attorney

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Angie M. Strickland** of Ridgeland, MS , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **4th** day of **March, 2024.**

SEAL SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **4th** day of **March, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

NOTARY PUBLIC

_____
Anna P Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect

Dated this **April 20, 2026**

SEAL SEAL SEAL SEAL

_____
Kevin E Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)* Thalia Mara Hall Chiller Replacement 255 East Pascagoula Street Jackson, Mississippi	**CONTRACT INFORMATION:** Contract For: General Construction Date: June 2, 2025	**CHANGE ORDER INFORMATION:** Change Order Number: 001 Date: December 11, 2025
OWNER: *(Name and address)* City of Jackson 219 South President Street Jackson, Mississippi 39201	**ARCHITECT:** *(Name and address)* CDFL Architects + Engineers PA 3221 Old Canton Road, Suite 200 Jackson, Mississippi 39216	**CONTRACTOR:** *(Name and address)* Fountain Construction Company, Inc. Post Office Box 10506 Jackson, Mississippi 39289-0506

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Adding work for alternate bid scoping and report. $ 8,400.00

The original Contract Sum was	$	1,096,000.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	1,096,000.00
The Contract Sum will be increased by this Change Order in the amount of	$	8,400.00
The new Contract Sum including this Change Order will be	$	1,104,400.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

CDFL Architects + Engineers PA **ARCHITECT** *(Firm name)*	Fountain Construction Company, Inc. **CONTRACTOR** *(Firm name)*	City of Jackson **OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Chris Myers, AIA, Principal **PRINTED NAME AND TITLE**	Brad Fountain, President **PRINTED NAME AND TITLE**	John Horhn, Mayor **PRINTED NAME AND TITLE**
12-11-2025 **DATE**	**DATE**	**DATE**

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User Notes: (3B9ADA3C)

Fountain Construction Company, Inc.

Electrical - Mechanical
Sheetmetal - Equip. Setting
General Construction

Phone (601) 373-4162 Fax (601) 373-4300

Office of Engineering
5655 Highway 18 South
P.O. Box 10506
Jackson, MS 39289-0506

Operations and Warehouse
5655 Highway 18 South
Jackson, MS 39209

November 25, 2025

Mr. David Luter
CDFL Architects + Engineers PA

Reference: Thalia Mara Hall PR SW Scoping

Pricing based upon Scoping the existing sewer lines highlighted and detailed in provided documents and providing video footage and a written report of areas of concerns.

Base Pricing: Includes Scoping the sewer lines in the back of the house (Highlighted in red on provided drawings).

Total for Base Bid Scoping and Report is $10,100.00 (Ten Thousand One Hundred Dollars and Zero Cents).

Alternate Pricing: Includes Scoping the sewer lines in the front of the house (Highlighted in green on provided drawings).

Total for Alternate Bid Scoping and Report is $8,400.00 (Eight Thousand Four Hundred Dollars and Zero Cents).

If you have any questions or need any additional clarifications please let me know.

Josh Smith
Mechanical Project Manager
jsmith@fountainconstruction.com
601-573-0855

WHEREAS, the contract with Toshiba Business Solutions is subject to a financial assistance contract between the City of Jackson and the U.S. Department of Transportation (USDOT), Federal Transit Administration (FTA); and

WHEREAS, the first Minimum Payment is due within forty-five (45) days after receipt. inspection, and approval of the goods and services as contemplated by Section 31-7-305(3) of the Mississippi Code Annotated, as amended. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract upon receipt of the invoice; and

WHEREAS, INDEMNITY AND DISCLAIMER., is hereby stricken in its entirety and marked as "Intentionally Left Blank;" and

WHEREAS, this Contract will be governed by the laws of the state where the Customer executed this Contract. If either party fails to comply with the terms and conditions of this Contract, the non-breaching party shall notify the breaching party in writing using certified mail to the address on the face of this Contract. The breaching party shall have thirty (30) days to cure any breach of this Contract prior to the non-breaching party taking legal action.

IT IS, THEREFORE, ORDERED that the contract extension be ratified and payment authorized to Toshiba Business Solutions to provide equipment support, maintenance, and copies beginning July 13, 2024 and will remain in effect from twenty-four (24) months at a cost not to exceed $0.0045 for black & white copies, and $0.03 color copies.

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

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

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

ORDER RATIFYING THE AGREEMENT WITH FOUNTAIN CONSTRUCTION COMPANY, INC. FOR THE THALIA MARA HALL EMERGENCY CHILLER REPLACEMENT.

WHEREAS, moisture and temperature control issues within Thalia Mara Hall caused the growth of mold on surfaces in the building; and

WHEREAS, the Mayor invoked the City's emergency procurement process in order to retain a contractor to replace both chiller in Thalia Mara Hall in order to provide proper temperature regulation and prevent the recurrence of mold in Thalia Mara Hall, a copy of the Declaration Invoking the Emergency Procurement Process being attached hereto and incorporated in this order; and

WHEREAS, pursuant to the emergency procurement process, the City solicited proposals from contractors to install the two replacement chillers for Thalia Mara Hall; and

WHEREAS, pursuant to the emergency procurement process, the Mayor has executed a contract with Fountain Construction Company, Inc. to install the two replacement chillers in Thalia Mara Hall in a total amount of $1,096,000.00, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the emergency contract with Fountain Construction Company, Inc. to install the two replacement chillers in Thalia Mara Hall in a total amount of $1,096,000.00, a copy of which is attached hereto, is ratified.

Section 01 32 00	Cutting and Patching
Section 01 33 00	Submittal Procedures
Section 01 40 00	Quality Requirements
Section 01 50 00	Temporary Facilities and Controls
Section 01 55 00	Vehicular Access and Parking
Section 01 60 00	Product Requirements
Section 01 63 00	Substitutions and Product Options
	Substitution Request Form
Section 01 70 00	Execution and Closeout Requirements
Section 01 73 00	Cleaning
Section 01 74 19	Construction Waste Management and Disposal
Section 01 75 00	Warranties and Bonds
Section 01 78 00	Closeout Submittals
Section 01 79 00	Demonstration and Training

Document	Title	Date	Pages
See above			

3 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

City of Jackson Contract Documents and Bid Specifications including Fountain Construction Bid Form and Bid Bond
Mississippi Relevant Emergency Procurement Laws
Section 00 73 13 – Supplementary Conditions

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

BY: Chokwe Antar Lumumba, Esq., Mayor
(Printed name and title)

CONTRACTOR *(Signature)*

BY: Brad Fountain, President
(Printed name and title)

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User Notes: (9643ba2e-09c7-a0a7-e1a27e)

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

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

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

37

OFFICE OF THE CITY ATTORNEY
7/14/2026

ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION FOR STREET RESURFACING PROJECT—PHASES 1B & 1C WITH NEEL-SCHAFFER, INC.

WHEREAS, the City Council approved a construction engineering and inspection agreement with Neel-Schaffer, Inc. on December 17, 2024 with engineering fees not to exceed $403,275.00 for Phase 1B and $517,188.00 for Phase 1C for a total not to exceed amount of engineering fees not to exceed $920,463.00; and

WHEREAS, the City amended the contracts for Phase 1B and Phase 1C with Adcamp, Inc. for the construction of the project to add 51 streets and remove one street for Phase 1B and to add 45 streets and remove two streets for Phase 1C, which resulted in a net total of 19.2 miles of additional streets under the two contracts; and

WHEREAS, this change order to the Phase 1B construction contract also added 335 calendar dates to the contract time and the change order to the Phase 1C construction contract also added 214 calendar days to the contract time; and

WHEREAS, the City further amended Phase 1B to add 13 streets totaling 1.8 miles and increase the contract time for Phase 1B by 35 calendar days; and

WHEREAS, Neel-Schaffer, Inc., the Engineer, has requested additional compensation in the amount of $382,725.00 to provide construction inspection and engineering services for the additional 370 calendar days for Phase 1B and for the additional 214 calendar days for Phase 1C; and

WHEREAS, with the additional time, the new contract completion date for the Construction Engineering and Inspection for Street Resurfacing Project—1B and Street Resurfacing Project 1—C will be January 14, 2027; and

WHEREAS, the hourly fee not to exceed amount for Construction Engineering and Inspection Services for Street Resurfacing Project—1B and Street Resurfacing Project—1C is increased to $1,303,188.00; and

WHEREAS, the remaining terms of the Agreement for Construction Engineering and Inspection for Street Resurfacing Project—Phases 1B and 1C, including the subconsultant fees for materials testing, remain unchanged; and

WHEREAS, the original agreement allows Neel-Schaffer to annually update their hourly rates; and

WHEREAS, Amendment No. 1 includes as Attachment B, the 2026 updated hourly rates, a copy of which is attached hereto and incorporated in the minutes; and

Agenda Item # 37
July 14, 2026
(Anderson, Horhn)

WHEREAS, the Department of Public Works recommends that the governing authorities approve Amendment No. 1 to the Agreement for Construction Engineering and Inspection Services for Street Resurfacing Project—Phases 1B and 1C.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Amendment No. 1 to the Agreement for Construction Engineering and Inspection Services for Street Resurfacing Project—Phases 1B and 1C with Neel-Schaffer, Inc., by increasing the not to exceed amount for hourly fees of $920,463.00 by the amount of $382,725.00 for an hourly fee not to exceed amount of $1,303,188.00.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
June 17, 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION FOR STREET RESURFACING PROJECT—PHASES 1B & 1C WITH NEEL-SCHAFFER, INC.**
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	This item addresses Items 5, 6 and 7.
3.	**Who will be affected**	Motor vehicle operators throughout the City
4.	**Benefits**	Will allow the provision of CE&I services through the completion of the project
5.	**Schedule (beginning date)**	Engineering work during construction of Phases 1B & 1C is continuing
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Throughout the City
7.	**Action implemented by:** ▪ **City Department** ▪ **Consultant** ☐	This project was implemented by the Engineering Division and the Special Sales Tax Commission.
8.	**COST**	The hourly fee not to exceed amount is increased by $382,725.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other**	Special Sales Tax Fund

Department of Public Works

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

John Horhn
Mayor of the City of Jackson

Council Agenda Item Memorandum

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: June 17, 2026

Background:

Attached is an agenda item that would amend the Agreement for Construction Engineering and Inspection for Street Resurfacing—Phases 1B and 1C with Neel-Schaffer, Inc. Since the approval of the Agreement in December 2024, the construction contract for Adcamp, Inc. for Street Resurfacing Project—1B has been amended twice and Street Resurfacing Project—1C, once.

Through Change Order No. 1 for Phase 1B, the City added 51 streets and removed one (1) street. Through Change Order No. 1 for Phase 1C, the City added 45 streets and removed two (2) streets on Phase 1C. This results in a net total of 19.2 miles of additional streets to be resurfaced to the original construction contract with Adcamp, Inc. Change Order No. 1 for Phase 1B added 335 calendar days to the original construction contract and Change Order No. 1 for Phase 1C added 214 calendar days. Change Order No. 2 for Phase 1B added 13 streets totaling 1.8 miles of additional streets and 35 calendar days. The City needs to engage Neel-Schaffer to provide Construction Engineering and Inspection during the additional 370 calendar days added through Change Orders No. 1 and No. 2 for Phase 1B and 214 calendar days added through Change Order No. 1 for Phase 1C providing a new contract completion date for Construction Engineering & Inspection Services of January 14, 2027. The original Agreement for Construction Engineering and Inspection for Street Resurfacing Project – Phases 1B and 1C signed February 7, 2025, and Construction Change Orders for Phase 1B and the Construction Change Order for Phase 1C are attached for reference in Attachment A.

The Department of Public Works recommends that the City agree to this proposed amendment.

If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Office of the City Attorney

455 East Capitol Street
Post Office Box 1779
Jackson, Mississippi 39201-1779
Telephone: (601) 960-1799
Facsimile: (601) 961-1756

OFFICE OF THE CITY ATTORNEY
2026

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION FOR STREET RESURFACING PROJECT—PHASES 1B & 1C WITH NEEL-SCHAFFER, INC.** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

SONDRA MONCURE, SPECIAL ASSISTANT

7/1/26

DATE

Terry Williamson, *Legal Counsel*

NEEL-SCHAFFER, INC.
2026 RATE SCHEDULE FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	POSITION	HOURLY RATE
P-8, P-9	Officer, Senior Engineer Manager or Survey Manager	$300.00
P-7	Engineer Manager/Professional IV	$260.00
P-6	Senior Project Manager/Professional III	$235.00
P-5	Project Manager/Professional II	$190.00
P-4	Professional I	$165.00
P-1, P-2, P-3	Professional Intern	$125.00
T-6	Senior Certified Engineering Technician	$170.00
T-5	Certified Engineering Technician/Supervisory Technician	$155.00
T-4	Technician IV/ Inspector IV/ Surveyor IV	$130.00
T-3	Technician III/Inspector III//Survey Crew Chief	$115.00
T-2	Technician II/Inspector II/Survey Instrument Person	$90.00
T-1	Technician I/Inspector I/Survey Assistant	$80.00
T-1	Student Intern	$45.00
A-4	Senior Administrative	$100.00
A-3	Senior Clerical	$90.00
A-2	Clerical	$70.00
A-1	Assistant Clerical	$65.00
	Three-Member Survey Party	$250.00
	Two-Member Survey Party	$185.00
	One-Member Survey Party	$140.00

"Professional" positions include engineer, architect, geologist, scientist, landscape architect, and planner.

"Technician" positions include engineering, soil, architecture, planning, GIS and information technology.

REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	$0.70/mile
Traffic Counter/Video Monitor	$10.00/day

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.
Use State or Federal Rates for mileage, travel and subsistence where necessary and/or required.

The hourly rates as shown on this rate schedule shall be subject to equitable adjustment on an annual basis due to increased costs and the rate of inflation.

AMENDMENT NO. 1 TO THE CONTRACT FOR CONSTRUCTION ENGINEERING & INSPECTION SERVICES FOR STREET RESURFACING PROJECT – PHASES 1B AND 1C BY AND BETWEEN THE CITY OF JACKSON, MS AND NEEL-SCHAFFER, INC.

The Agreement for Construction Engineering and Inspection for Street Resurfacing Project – Phases 1B and 1C signed February 7, 2025, by and between the City of Jackson, MS, hereafter called "OWNER", and Neel-Schaffer, Inc., hereafter called the "ENGINEER", is hereby amended on this the _____ day of _____, 2026, as follows:

I. DESCRIPTION OF AMENDED SERVICES:

Through Change Order No. 1 for Phase 1B, the OWNER added 51 streets and removed one (1) street. Through Change Order No. 1 for Phase 1C, the Owner added 45 streets and removed two (2) streets on Phase 1C. This results in a net total of 19.2 miles of additional streets to be resurfaced to the original construction contract with Adcamp, Inc. Change Order No. 1 for Phase 1B added 335 calendar days to the original construction contract and Change Order No. 1 for Phase 1C added 214 calendar days. Change Order No. 2 for Phase 1B added 13 streets totaling 1.8 miles of additional streets and 35 calendar days. The OWNER desires to engage the ENGINEER to provide Construction Engineering and Inspection during the additional 370 calendar days added through Change Orders No. 1 and No. 2 for Phase 1B and 214 calendar days added through Change Order No. 1 for Phase 1C providing a new contract completion date for Construction Engineering & Inspection Services of January 14, 2027. The original Agreement for Construction Engineering and Inspection for Street Resurfacing Project – Phases 1B and 1C signed February 7, 2025, and Construction Change Orders for Phase 1B and the Construction Change Order for Phase 1C are attached for reference in Attachment A.

PAYMENT FOR SERVICES

This Amendment No. 1 to the Agreement for Construction Engineering and Inspection for Street Resurfacing Project – Phases 1B and 1C signed February 7, 2025, provides for the Hourly Not to Exceed fee to increase from $920,463.00 to $1,303,188.00 representing an increase in fee of $382,725. Rates for the increased fee will be based on the ENGINEER'S current Hourly Rate Schedule attached hereto in Attachment B.

II. TERMS AND ACCEPTANCE

This AMENDMENT NO. 1 shall remain in effect until completion of project closeout and, along with the below listed attachments, is hereby made a part of the Agreement for

Construction Engineering and Inspection for Street Resurfacing Project – Phases 1B and 1C signed February 7, 2025.

ATTACHMENTS

Attachment A – Project Documents
Attachment B – 2026 Hourly Rate Schedule

IN WITNESS WHEREOF, the parties hereto have made and executed this CONTRACT as of the day and year firstabove written.

CITY OF JACKSON	**NEEL-SCHAFFER, INC.**
BY: _____	**BY:** _____
TITLE: _____	**TITLE:** Central MS Area Manager
DATE: _____	**DATE:** 05/14/2026

ATTACHMENT A

AGREEMENT FOR CONSTRUCTION ENGINEERING & INSPECTION FOR STREET RESURFACING PROJECT - PHASES 1B and 1C BY AND BETWEEN THE CITY OF JACKSON, MS AND NEEL-SCHAFFER, INC.

This AGREEMENT made this 7th day of February 2024, by and between the City of Jackson, MS, hereafter called "OWNER", and Neel-Schaffer, Inc., hereafter called the "ENGINEER".

I. DESCRIPTION OF BASIC SERVICES:

OWNER intends to engage the ENGINEER to provide professional engineering services for Construction Engineering and Inspection of Street Resurfacing Project - Phases 1B and 1C. A description of the project is described in Exhibit A – Project Description.

Construction Services: Services will begin with the Notice of Award to the contractor and consist of the items of work outlined in Exhibit B - Construction Phase Service.

Sampling and Testing: Sampling and testing will be conducted by Burns Cooley Dennis as subconsultant to Neel-Schaffer, Inc. (See Exhibit E)

II. PAYMENT FOR SERVICES

Compensation for professional services shall be in accordance with Exhibit D – Payments to Engineer.

III. TERMS AND ACCEPTANCE

This AGREEMENT shall remain in effect until completion of project closeout. This AGREEMENT, along with the below listed exhibits represents the complete AGREEMENT between OWNER and ENGINEER and may only be amended, supplemented, modified or canceled by a duly executed written instrument.

Exhibit A – Project Description

Exhibit B –Construction Phase Services

Exhibit C – Project Schedule

Exhibit D – Payments to the Engineer

Exhibit E – Sampling and Testing Fee

Exhibit F – General Terms and Conditions

Exhibit G – 2024 Hourly Rate Schedule

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

CITY OF JACKSON	NEEL-SCHAFFER, INC.
BY: [signature]	BY: Chad A. Toles
TITLE: Mayor	TITLE: Project Engineer
DATE: 2-5-2025	DATE: 10-23-24

EXHIBIT A

PROJECT DESCRIPTION

Street Resurfacing Project – Phase 1B and 1C

This project consists of roadway and infrastructure improvements including mill and/or overlay operations and curb and gutter repair. The proposed streets included in Phases 1B and 1C are as follows:

PHASE 1B

STREET NUMBER	ROAD	BEGIN AND END
1	STRATFORD DRIVE	RAYMOND ROAD TO DEAD END
2	BROOKHOLLOW CIRCLE	BROOKHOLLOW DRIVE TO BROOKHOLLOW DRIVE
3	OAK BROOK DRIVE	BROOKHOLLOW DRIVE TO DEAD END
4	CEDAR PINE DRIVE	BROOKHOLLOW DRIVE TO DEAD END
5	WHISPERING OAKS COVE	BROOKHOLLOW DRIVE TO DEAD END
6	THOUSAND OAKS DRIVE	BROOKHOLLOW DRIVE TO HIGHWAY 18 R.O.W.
7	GRESHAM COVE	BROOKHOLLOW DRIVE TO DEAD END
8	BROOKFORD COURT	BROOKHOLLOW DRIVE TO DEAD END
9	BARWOOD COURT	BROOKHOLLOW DRIVE TO DEAD END
10	GREENMONT DRIVE	WINNWOOD TO 436 GREENMONT DRIVE
11	WOODCLIFF DRIVE	SHARON HILLS DRIVE TO DEAD END
12	WAXWING DRIVE	WOODCLIFF DRIVE TO SHARON HILLS DRIVE
13	CARRIAGE HILLS DRIVE	RAYMOND ROAD TO FARMINGTON STREET
14	FARMINGTON STREET	CARRIAGE HILLS DRIVE TO DEAD END
15	CARRIAGE COURT	CARRIAGE HILLS DRIVE TO DEAD END
16	SURREY DRIVE	CARRIAGE HILLS DRIVE TO DEAD END
17	EVERGREEN STREET	UNIVERSITY BOULEVARD TO WALNUT STREET
18	PEABODY STREET	PORTER STREET TO EVERGREEN STREET
19	HILL AVENUE	HATTIESBURG STREET TO DALTON STREET
20	CENTRAL STREET	PRENTISS STREET TO POINDEXTER STREET
21	BROAD STREET	CENTRAL STREET TO ROBINSON ROAD
22	EASTVIEW STREET	JOHN R. LYNCH STREET TO ROBINSON ROAD
23	PECAN BOULEVARD	JOHN R. LYNCH STREET TO ROBINSON ROAD
24	CRAFT STREET	JOHN R. LYNCH STREET TO DEAD END
25	WASHINGTON STREET	MCLEAN STREET TO DEAD END
26	DEWEY STREET	HIGHWAY 80 R.O.W. TO DEAD END
27	CLAIBORNE AVENUE	ST. CHARLES STREET TO CAPITOL STREET
28	BARBARA AVENUE	CLINTON BOULEVARD TO DELOISE AVENUE
29	DELOISE AVENUE	CAROLYN AVENUE TO BARBARA AVENUE
30	CAROLYN AVENUE	CLINTON BOULEVARD TO DELOISE AVENUE
31	LONDON LANE	CABANISS CIRCLE TO CAPRI CIRCLE
32	NORTH WESTHAVEN DRIVE	WESTHAVEN BOULEVARD TO EAST WESTHAVEN DRIVE
33	WESTWOOD DRIVE	NORTH WESTHAVEN DRIVE TO EAST WESTHAVEN DRIVE
34	EAST WESTHAVEN DRIVE	NORTH WESTHAVEN DRIVE TO SOUTH WESTHAVEN DRIVE
35	SUNNYBROOK DRIVE	WESTHAVEN BOULEVARD TO EAST WESTHAVEN DRIVE
36	SOUTH WESTHAVEN DRIVE	WESTHAVEN BOULEVARD TO EAST WESTHAVEN DRIVE

EXHIBIT A

PHASE 1C

STREET NUMBER	ROAD	TERMINI
1	WASHINGTON STREET	COUNTY LINE ROAD TO 600' SOUTH
2	KELLY STREET	COUNTY LINE ROAD TO DEAD END
3	WHITE OAK STREET	STATE STREET BONITA STREET
4	HILLCREST STREET	STATE STREET BONITA STREET
5	INGLEWOOD AVENUE	COLLEGE STREET TO WHITE OAK STREET
6	NORHTPOINTE DRIVE	OLD CANTON ROAD TO PLANTATION BOULEVARD
7	ROBINWOOD PLACE	NORTHPOINTE PARKWAY TO NORTHPOINTE PARKWAY
8	PARK LANE PLACE	NORTHPOINTE PARKWAY TO NORTHPOINTE PARKWAY
9	CROWNPOINTE BOULEVARD	PEAR ORCHARD ROAD TO PEAR ORCHARD ROAD
10	OAKLEIGH PLACE	PEAR ORCHARD ROAD TO DEAD END
11	NORTH LAKE DRIVE	KRISTEN DRIVE TO KRISTEN DRIVE
12	NORTH LAKE CIRCLE	KRISTEN DRIVE TO KRISTEN DRIVE
13	SHERMAN AVENUE	NORTH LAKE CIRCLE TO NORTH LAKE CIRCLE
14	WENDY PLACE	NORTH LAKE DRIVE TO DEAD END
15	LYN LANE	NORTH LAKE DRIVE TO KRISTEN DRIVE
16	HARTLINE DRIVE	PLANTATION BOULEVARD TO TRACEWOOD DRIVE
17	LAKE TRACE CIRCLE	LAKE TRACE DRIVE TO KRISTEN DRIVE
18	NORTH DALE	SPRINGRIDGE DRIVE TO LAKE TRACE DRIVE
19	FERNCREEK DRIVE	SPRINGRIDGE DRIVE TO DEAD END
20	FERNCREST DRIVE	WOODFIELD DRIVE TO DEAD END
21	WINNROSE STREET	FERNCREEK DRIVE TO GREENBRIAR STREET
22	WINNROSE COURT	WINNROSE STREET TO DEAD END
23	MEDALLION DRIVE	SPRINGDALE DRIVE TO GREENBRIAR STREET
24	PEPPER RIDGE ROAD	SPRINGDALE DRIVE TO PLANTATION BOULEVARD
25	WINTERVIEW DRIVE	SPRINGDALE DRIVE TO DEAD END
26	SPRINGDALE DRIVE	WINTERVIEW DRIVE TO DEAD END
27	COLONIAL CIRCLE	STANTON PLACE TO ADKINS BOULEVARD
28	RED FOX ROAD	REDDOCH DRIVE TO RIVER THAMES ROAD
29	BALMORAL DRIVE	REDDOCH DRIVE TO HIALEAH DRIVE
30	BRIARFIELD ROAD	KAYWOOD DRIVE TO SARATOGA DRIVE
31	REDDOCH DRIVE	I-55 FRONTAGE ROAD R.O.W. TO RIDGEWOOD ROAD
32	JAMAICA DRIVE	I-55 FRONTAGE ROAD R.O.W. TO REDDOCH DRIVE
33	WAYNELAND DRIVE	OLD CANTON ROAD TO BRIARWOOD DRIVE
34	HARTSDALE DRIVE	PINE LANE DRIVE TO BRIARWOOD DRIVE
35	PINE LANE DRIVE	RIDGEWOOD ROAD TO BRIARWOOD DRIVE
36	SUNSET DRIVE	MEDGAR EVERS BOULEVARD TO NORTHSIDE DRIVE
37	WILLIE LINDSAY JR. DRIVE (FORMERLY SUNRAY DRIVE)	SUNSET DRIVE TO DEAD END
38	PRESIDENTIAL DRIVE	HARRY S TRUMAN DRIVE TO DEAD END

EXHIBIT A

PHASE 1C (cont.)

STREET NUMBER	ROAD	TERMINI
39	WILLIAM MCKINLEY CIRCLE	ABRAHAM LINCOLN DRIVE TO ABRAHAM LINCOLN DRIVE
40	GEORGE WASHINGTON DRIVE	ABRAHAM LINCOLN DRIVE TO ABRAHAM LINCOLN DRIVE
41	CHASTAIN DRIVE	NORTHSIDE DRIVE TO I-55 FRONTAGE ROAD R.O.W.
42	MCWILLIE CIRCLE (WEST)	CHASTAIN DRIVE TO EDGEWOOD TERRACE DRIVE
43	MCWILLIE CIRCLE (EAST)	CHASTAIN DRIVE TO EDGEWOOD TERRACE DRIVE
44	EASTLINE DRIVE	EASTOVER DRIVE TO ROBERT DRIVE
45	DOUGLASS DRIVE	RIDGEWOOD ROAD TO DEAD END
46	PINEWOOD DRIVE	EASTOVER DRIVE TO DOUGLASS DRIVE
47	HIGHLAND MEADOWS DRIVE	HIGHLAND PLACE DRIVE TO POND SIDE DRIVE
48	SUGARLIMB CIRCLE	HIGHLAND MEADOWS DRIVE TO DEAD END
49	POND SIDE DRIVE	DEAD END TO DEAD END

EXHIBIT B

CONSTRUCTION PHASE SERVICES

1 **CONSTRUCTION PHASE**

General Administration of Construction Contract.

1.1 The **ENGINEER** shall consult with and advise **OWNER** and act as **OWNER'S** representative; shall issue all instructions of **OWNER** to Contractor; and shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder.

1.2 Visits to Site and Observation of Construction.

1.2.1 The **ENGINEER** shall make visits to the site at intervals appropriate to the various stages of construction as he deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, the **ENGINEER** shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep **OWNER** informed of the progress of the work. The purpose of the **ENGINEER'S** visits to the site will be to enable him to carry out the duties and responsibilities assigned to and undertaken by him during the Construction Phase, and, in addition, through his experience as a qualified design professional, to provide for **OWNER** a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, the **ENGINEER** shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work; nor shall the **ENGINEER** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, the **ENGINEER** can neither guarantee the performance of the construction contract by Contractor nor assume responsibility for Contractor's failure to furnish and perform his work in accordance with the Contract Documents.

1.2.2 Defective Work. During such site visits and on the basis of such observations, the **ENGINEER** may recommend to the **OWNER** disapproval or rejection of Contractor's work if the **ENGINEER** believes that such work will not produce a completed Project which conforms generally with the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

1.2.3 Clarifications and Interpretations; Change Orders. The **ENGINEER** shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. In connection

therewith, if appropriate, the **ENGINEER** shall recommend Change Orders to **OWNER** and shall prepare Change Orders as required.

1.2.4 Shop Drawings. The **ENGINEER** shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.2.5 Substitutes. The **ENGINEER** shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

1.2.6 Inspections and Tests. The **ENGINEER** shall have authority, as **OWNER'S** representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

1.2.7 Applications for Payment. Based on the **ENGINEER'S** on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules:

1.2.7.1 The **ENGINEER** shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to **OWNER**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the **ENGINEER'S** knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents. In the case of unit price work, the **ENGINEER's** recommendations of payment will include final determinations of quantities and classification of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.2.7.2 By recommending any payment, the **ENGINEER** shall not thereby be deemed to have represented that on-site observations made by the **ENGINEER** to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the **ENGINEER** in this Agreement and the Contract Documents. The **ENGINEER'S** review of Contractor's work for the purposes of recommending payments will not impose on the **ENGINEER** responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on the **ENGINEER** to make any examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to

EXHIBIT B

CONSTRUCTION PHASE SERVICES

OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between **OWNER** and Contractor that might affect the amount that should be paid.

1.2.8 Contractor's Completion Documents. The **ENGINEER** shall receive, review and transmit to **OWNER** with written comments maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of the Contract Documents); and shall transmit them to **OWNER** with written comments.

1.2.9 Substantial Completion. Following notice from Contractor that Contractor considers the entire work ready for its intended use, the **ENGINEER** and **OWNER**, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of **OWNER**, the **ENGINEER** considers the work substantially complete, the **ENGINEER** shall deliver a certificate of substantial completion to **OWNER** and Contractor.

1.2.10 Final Notice of Acceptability of the Work. The **ENGINEER** shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that the **ENGINEER** may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the **ENGINEER** shall also provide a notice that the work is acceptable to the best of the **ENGINEER's** knowledge, information and belief and based on the extent of the services performed and furnished by the **ENGINEER** under this Agreement.

1.2.11 Limitation of Responsibilities. The **ENGINEER** shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization at the site or otherwise furnishing or performing any of the work. The **ENGINEER** shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

1.2.12 Progress Meetings and Reports. During construction, the **ENGINEER** will schedule and conduct progress meetings, as needed, with the **OWNER**, Contractor and appropriate subcontractors, if any, to discuss progress, scheduling problems, conflicts and observations of all parties involved. The **ENGINEER** shall also prepare minutes of the meeting.

1.2.13 Duration of Construction Phase. The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by the **ENGINEER** of final payment and submission of record documents to **OWNER**.

1.2.14 Project Closeout. Project closeout shall consist of consist of submission of copies of daily field notes, review of final closeout pay request, test reports, release of maintenance and bonds. The ENGINEER will NOT provide as-built drawings.

EXHIBIT B

CONSTRUCTION PHASE SERVICES

2 **RESIDENT PROJECT REPRESENTATIVE**

2.1 The **ENGINEER** shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist the **ENGINEER** in observing progress and quality of the work of the Contractor.

2.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the **ENGINEER** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the work of the Contractor; but, the furnishing of such services will not make the **ENGINEER** responsible for or give him control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the Contract Documents.

2.3 The duties and responsibilities of the RPR are limited to those of the **ENGINEER** in his agreement with the **OWNER** and in the construction Contract Documents, and are further limited and described as follows:

2.3.1 General Duties: RPR is the **ENGINEER'S** agent at the site and will act as directed by and under the supervision of the **ENGINEER** and will confer with the **ENGINEER** regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the **ENGINEER** and Contractor keeping **OWNER** advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with **OWNER** with the knowledge of and under the direction of the **ENGINEER**.

2.3.2 Specific Duties and Responsibilities of RPR

2.3.2.1 Schedules. Review the progress schedule and schedule of Shop Drawing submittals prepared by Contractor and consult with the **ENGINEER** concerning acceptability.

2.3.2.2 Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.

2.3.2.3 Liaison: Serve as the **ENGINEER'S** liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the **ENGINEER** in serving as **OWNER'S** liaison with Contractor when Contractor's operations affect **OWNER'S** on-site operations.

2.3.2.4 Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the work.

2.3.2.5 Shop Drawings and Samples: Record date of receipt of Shop Drawings and samples.

2.3.2.5.1 Receive samples which are furnished at the site by Contractor, and notify the **ENGINEER** of availability of samples for examination.

2.3.2.5.2 Advise the **ENGINEER** and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by the **ENGINEER**.

EXHIBIT B

CONSTRUCTION PHASE SERVICES

2.3.2.6 Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site observations of the work in progress to assist the **ENGINEER** in determining if the work is in general proceeding in accordance with the Contract Documents.

2.3.2.6.1 Report to the **ENGINEER** whenever RPR believes that any work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in 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 **ENGINEER** of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

2.3.2.6.2 Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to the **ENGINEER** appropriate details relative to the test procedures and startups.

2.3.2.6.3 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report these results to the **ENGINEER**.

2.3.2.7 Interpretation of Contract Documents. Report to the **ENGINEER** when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the **ENGINEER**.

2.3.2.8 Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to the **ENGINEER**. Transmit to Contractor in writing decisions as issued by the **ENGINEER**.

2.3.2.9 Records: Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all addenda, Change Orders, additional Drawings issued subsequent to the execution of the contract, the **ENGINEER'S** clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.

2.3.2.9.1 Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the **ENGINEER**.

2.3.2.9.2 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

2.3.2.9.3 Reports: Furnish the **ENGINEER** periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.

EXHIBIT B

CONSTRUCTION PHASE SERVICES

2.3.2.10 Consult with the **ENGINEER** in advance of scheduled major tests, inspections or start of important phases of the work.

2.3.2.11 Draft and recommend to the **ENGINEER** proposed Change Orders, obtaining backup material from Contractor.

2.3.2.12 Report immediately to the **ENGINEER** and **OWNER** the occurrence of any accident.

2.3.2.13 Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for submission and forward with recommendations to the **ENGINEER**, noting particularly the relationship of the payment requested to the work completed and materials and equipment delivered at the site but not incorporated in the work.

2.3.2.14 Certificates, Maintenance and Operation Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the **ENGINEER** for review and forwarding to **OWNER** prior to final payment for the work.

2.3.2.15 Completion: Before the **ENGINEER** certifies substantial completion, submit to Contractor a list of observed items requiring completion or correction.

2.3.2.16 Observe whether Contractor has performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.

2.3.2.17 Conduct a final inspection in the company of the **ENGINEER**, **OWNER**, and Contractor and prepare a final list of items to be completed or corrected.

2.3.2.18 Observe whether all items on final list have been completed or corrected and make recommendations to the **ENGINEER** concerning acceptance.

2.4 Limitations of Authority of the Resident Project Representative: Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the **ENGINEER**.

2.4.1 Shall not exceed limitations of the **ENGINEER'S** authority as set forth in the Contract Documents and this Agreement.

2.4.2 Shall not undertake any of the responsibilities of Contractor, subcontractors, suppliers or Contractor's superintendent.

2.4.3 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

2.4.4 Shall not advise on, issue directions regarding to, or assume control over safety precautions and programs in connection with the work.

2.4.5 Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.

2.4.6 Shall not authorize **OWNER** to occupy the Project in whole or in part.

2.4.7 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the **ENGINEER**.

3 **SAMPLING AND TESTING**

3.1 The **ENGINEER** shall furnish Sampling and Testing services. These services will be accomplished through the use of a Subconsultant. The testing of the work will be reviewed by the ENGINEER only to determine generally that the work complies with the requirements of the Contract Documents.

EXHIBIT C

PROJECT SCHEDULE

The time periods for performance of Basic Services specified in Section 1 are anticipated to be as indicated below:

1.1 Construction Phase services will begin with the Notice of Award to the Contractor and will extend through the construction contract period of 270 calendar days for Phase 1B and 350 calendar days for Phase 1C plus an additional 45 days beyond completion of construction activities for each phase to prepare and process completion documents and record drawings.

EXHIBIT D

PAYMENTS TO ENGINEER

1. **BASIC SERVICES:**
Owner will pay **ENGINEER** monthly for Basic Services in the following amounts:

2. **CONSTRUCTION PHASE SERVICES:** The Construction Phase of this project will consist of providing administration and oversight during construction, testing, and project closeout. Payment for these services shall be an Hourly Not to Exceed fee of $403,275 for Phase 1B which includes $27,000 for testing services (Burns Cooley Dennis) and $517,188 for Phase 1C which includes $35,000 for testing services. The 2024 Hourly Rate Schedule, attached as Exhibit G, will be the basis for payment. The ENGINEER reserves the right to adjust the Hourly Rate Schedule for each successive calendar year services under this contract are required due to increased costs of providing these services.

3. **ADDITIONAL SERVICES**: **OWNER** shall pay **ENGINEER** for Additional Services rendered under Section 23 of Exhibit F - General Terms and Conditions on an hourly basis per the ENGINEER's Hourly Rate Schedule for the year the services are rendered plus Reimbursable Expenses. The 2024 Hourly Rate Schedule is attached as Exhibit G.

EXHIBIT E

BURNS COOLEY DENNIS, INC.
GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

Corporate Office
551 Sunnybrook Road
Ridgeland, MS 39157
Phone: (601) 856-9911
Fax: (601) 853-2077

Mailing Address
Post Office Box 12828
Jackson, MS 39236
www.bcdgeo.com

Materials Laboratory
278 Commerce Park Drive
Ridgeland, MS 39157
Phone: (601) 856-2332
Fax: (601) 856-3552

October 3, 2024

Neel-Schaffer, Inc.
215 Waterford Square
Madison, Mississippi 39225

Attention: Chad Toles, P.E.

BCD Proposal No. 240001C-154

Re: Quality Assurance Testing
Street Resurfacing Project – Phases 1B and 1C
Jackson, Mississippi

Gentlemen:

The following scope of work and cost estimate are based on information regarding the material quantities and specifications for the street resurfacing project in Jackson, Mississippi. At the time of this proposal, it is our understanding that our scope will include the following services:

- Earthwork field and laboratory testing,
- Asphalt density testing; and
- Concrete field and laboratory testing.

Based on the above-mentioned scope, our **cost estimate** for Phase 1B and 1C of the project is **$62,000.00**. BCD invoices will be based on actual time and materials testing services fee rendered. We appreciate the opportunity to submit a proposal for this project and look forward to having the opportunity to working with you in the future.

Very Truly Yours,

BURNS COOLEY DENNIS, INC.

Kevin L. Williams

Kevin L. Williams, P.E.
Project Manager

AASHTO Accredited

BCD MEETS THE CRITERIA FOR:
ASTM E 329
ASTM C 1077
ASTM D 3666
ASTM D 3740

EXHIBIT F
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client**. Neel-Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

2. **Responsibility of Consultant**. Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.

3. **Responsibility of the Client**. Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Consultant shall be entitled to rely upon the accuracy and completeness of any and all information provided by Client. If applicable to the scope of work, Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall provide reasonable notice to Consultant whenever Client becomes aware of any development that affects the scope or timing of Consultant's services.

   Client shall notify the Consultant of any deficiency in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such deficiency. Client's failure to notify the Consultant shall relieve the Consultant of any liability for costs to remedy the deficiency above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

4. **Construction Phase Services**. If Consultant's scope of services includes the observation and monitoring of work performed by Client's other contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed in general conformance with the plans and specifications. Consultant shall not supervise, direct, or have control over any construction contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the construction contractor. Consultant does not guarantee the performance of the construction contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the plans and specifications.

5. **Ownership of Documents**. All reports, drawings, specifications, data, calculations, notes, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain the property of Consultant. Client agrees not to use the deliverables for projects other than the Project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written consent. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.

6. **Opinion of Costs**. When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.

7. **Suspension of Services**. Client may, at any time, by written notice, suspend the services of Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension.

8. **Termination**. This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.

EXHIBIT F
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

9. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.

   To the fullest extent permitted by Mississippi law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.

10. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information.

11. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns except, to the extent provided by Mississippi law, the successors in office of Client, the City of Jackson, shall not be bound by this Agreement and its terms and may terminate this Agreement at any time; provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.

12. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:

    (a) Commercial General Liability insurance with standard ISO coverage and available limits of $1,000,000 per occurrence and $2,000,000 general aggregate;
    (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of $1,000,000 per accident;
    (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of $1,000,000 per employee for bodily injury by accident/$1,000,000 per employee for bodily injury by disease/$1,000,000 policy limit for disease; and
    (d) Professional Liability insurance covering the Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of $1,000,000 per claim and annual aggregate.

    Consultant shall provide a certificate of insurance evidencing such insurance coverage to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability and auto liability policies, which shall be primary and noncontributory.

13. **Not Used**

14. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 45 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments when due; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with the Standard of Care. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion.

15. **Force Majeure.** Neither Client nor Consultant shall be liable for the failure to perform (except Client's obligation to make payment when due) caused by any contingency beyond their reasonable control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

16. **Compliance with Laws.** To the extent applicable to Consultant's services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.

EXHIBIT F
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

17. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.

19. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.

20. **Additional Services.** Consultant shall be entitled to an equitable adjustment to its fee and schedule for additional services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.

21. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.

22. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

23. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.

24. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.

25. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.

26. **Conflicting Terms.** If there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.

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EXHIBIT G

NEEL-SCHAFFER, INC.
2024 RATE SCHEDULE FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	POSITION	HOURLY RATE
P-8, P-9	Officer, Senior Engineer Manager or Survey Manager	$275.00
P-7	Engineer Manager/Professional IV	$245.00
P-6	Senior Project Manager/Professional III	$215.00
P-5	Project Manager/Professional II	$170.00
P-4	Professional I	$140.00
P-1, P-2, P-3	Professional Intern	$125.00
T-6	Senior Certified Engineering Technician	$160.00
T-5	Certified Engineering Technician/Supervisory Technician	$150.00
T-4	Technician IV/ Inspector IV/ Surveyor IV	$130.00
T-3	Technician III/Inspector III//Survey Crew Chief	$110.00
T-2	Technician II/Inspector II/Survey Instrument Person	$90.00
T-1	Technician I/Inspector I/Survey Assistant	$80.00
T-1	Student Intern	$45.00
A-4	Senior Administrative	$95.00
A-3	Senior Clerical	$90.00
A-2	Clerical	$70.00
A-1	Assistant Clerical	$60.00
	Three-Member Survey Party	$215.00
	Two-Member Survey Party	$170.00
	One-Member Survey Party	$130.00

"Professional" positions include engineer, architect, geologist, scientist, landscape architect, and planner.

"Technician" positions include engineering, soil, architecture, planning, GIS and information technology.

REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	$0.67/mile
Traffic Counter/Video Monitor	$10.00/day

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.
Use State or Federal Rates for mileage, travel and subsistence where necessary and/or required.

The hourly rates as shown on this rate schedule shall be subject to equitable adjustment on an annual basis due to increased costs and the rate of inflation.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH NEEL-SCHAFFER, INC. FOR THE STREET RESURFACING PROJECTS—PHASES 1B & 1C.

WHEREAS, the Department of Public Works selected Neel-Schaffer, Inc. to perform necessary construction engineering and inspection services for these projects; and

WHEREAS, Neel-Schaffer has provided cost estimates of an Hourly Not to Exceed fee of $403,275 for Phase 1B which includes $27,000 for testing services (Burns Cooley Dennis) and $517,188 for Phase 1C which includes $35,000 for testing services, to provide construction engineering and inspection services for the project; and

WHEREAS, the scope of work and the terms of the contract are as follows:

1.1 The **ENGINEER** shall consult with and advise **OWNER** and act as **OWNER'S** representative; shall issue all instructions of **OWNER** to Contractor; and shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder.

1.2 Visits to Site and Observation of Construction.

1.2.1 The **ENGINEER** shall make visits to the site at intervals appropriate to the various stages of construction as he deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, the **ENGINEER** shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep **OWNER** informed of the progress of the work. The purpose of the **ENGINEER'S** visits to the site will be to enable him to carry out the duties and responsibilities assigned to and undertaken by him during the Construction Phase, and, in addition, through his experience as a qualified design professional, to provide for **OWNER** a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, the **ENGINEER** shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work; nor shall the **ENGINEER** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, the **ENGINEER** can neither guarantee the performance of the construction contract by Contractor nor assume responsibility for Contractor's failure to furnish and perform his work in accordance with the Contract Documents.

1.2.2 Defective Work. During such site visits and on t he basis of such observations, the **ENGINEER** may recommend to the **O WNER** disapproval or rejection of Contractor's work if the **ENGINEER** believes that such work will not produce a complet ed Project which conforms generally with the Contract Documents or that it will prej udice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

1.2.3 Clarifications and Interpretations; Change Orders. The **ENGINEER** shall issue necessary clarifications and interpretations of the Contract Documents as app ropriate to the orderly completion of the work. Such clarifications and interpretation s will be consistent with the intent of and reasonably inferable from the Contract Docu ments. In connection therewith, if appropriate, the **ENGINEER** shall recommend Change Orders to **OWNER** and shall prepare Change Orders as required.

1.2.4 Shop Drawings. The **ENGINEER** shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or proc edures of construction or to safety precautions and programs incident thereto.

1.2.5 Substitutes. The **ENGINEER** shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

1.2.6 Inspections and Tests. The **ENGINEER** shall have authority, as **OWNER'S** representative, to require special inspectio n or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by la ws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the result s certified indicate compliance with, the Contract Documents).

1.2.7 Applications for Payment. Based on the **ENGINEER'S** on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules:

- The **ENGINEER** shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to **OWNER**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the **ENGINEER'S** knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents. In the case of unit price work, the **ENGINEER's** recommendations of payment will include final determinations of quantities and classification of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.1.1 By recommending any payment, the **ENGINEER** shall not thereby be deemed to have represented that on-site observations made by the **ENGINEER** to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the **ENGINEER** in this Agreement and the Contract Documents. The **ENGINEER'S** review of Contractor's work for the purposes of recommending payments will not impose on the **ENGINEER** responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on the **ENGINEER** to make any examination to ascertain in how or for what purposes any Contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests or encumbrances, or that

there may not be other matters at issue between **OWNER** and Contractor t hat might affect the amount that should be paid.

1.1.2 Contractor's Completion Documents. The **ENGI NEER** shall receive, review and transmit to **OWNER** with written comments maintenance and operating ins tructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirem ents of the Contract Documents); and shall transmit them to **OWNER** with written comments.

1.1.3 Substantial Completion. Following notice from Con tractor that Contractor considers the entire work ready for its intended use, the **ENGINEER** and **OWNER**, accom panied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of **OWNER**, the **ENGINEER** considers the work substantially complete, the **ENGINEER** shall deliver a certificate of sub stantial completion to **OWNER** and Contractor.

1.1.4 Final Notice of Acceptability of the Work. The **ENGINEER** shall conduct a final inspection to determine if the completed work of Contractor is acceptable s o that the **ENGINEER** may recommend, in writing, final payment to Contra ctor. Accompanying the recommendation for final payment, the **ENGINEER** shall also provide a notice that the work is acceptable to the best of the **ENGINEER's** knowledge, inform ation and belief and based on the extent of the services performed and furnished b y the **ENGINEER** under this Agreement.

1.1.5 Limitation of Responsibilities. The **ENGINEER** sh all not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization at the site or otherwise furnishing or performing any of the work. The **ENGINEER** shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

1.1.6 Progress Meetings and Reports. During construction , the **ENGINEER** will schedule and conduct progress meetings, as needed, wi

th the **OWNER**, Contractor and appropriate subcontractors, if any, to discuss progress, scheduling problems, conflicts and observations of all parties involved. The **ENGINEER** shall also prepare minutes of the meeting.

1.1.7 Duration of Construction Phase. The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by the **ENGINEER** of final payment and submission of record documents to **OWNER**.

1.1.8 Project Closeout. Project closeout shall consist of consist of submission of copies of daily field notes, review of final closeout pay request, test reports, release of maintenance and bonds. The ENGINEER will NOT provide as-built drawings.

2 RESIDENT PROJECT REPRESENTATIVE

2.1 The **ENGINEER** shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist the **ENGINEER** in observing progress and quality of the work of the Contractor.

2.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the **ENGINEER** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the work of the Contractor; but, the furnishing of such services will not make the **ENGINEER** responsible for or give him control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the Contract Documents.

2.3 The duties and responsibilities of the RPR are limited to those of the **ENGINEER** in his agreement with the **OWNER** and in the construction Contract Documents, and are further limited and described as follows:

2.3.1 General Duties: RPR is the **ENGINEER'S** agent at the site and will act as directed by and under the supervision of the **ENGINEER** and will confer with the **EN**

GINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the **ENGINEER** and Contractor keeping **OWNER** advised as necessary. RPR's dealings with subcontractors shall only be through or with the full know ledge and approval of Contractor. RPR shall generally communicate with **OWNER** with the knowledge of and under the direction of the **ENGINEER**.

2.3.2 Specific Duties and Responsibilities of RPR

- Schedules. Review the progress schedule and s chedule of Shop Drawing submittals prepared by Contractor and consult with the **ENGINEER** concerning acceptability.

- Conferences and Meetings. Attend meetings wi th Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.

- Liaison: Serve as the **ENGINEER'S** liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of th e Contract Documents; and assist the **ENGINEER** in serving as **OWNER'S** liaison with Contractor when Contractor's operations affect **OWNER'S** on-site operations.

- Assist in obtaining from **OWNER** additional de tails or information, when required for proper execution of the work.

- Shop Drawings and Samples: Record date of receipt of Shop Drawings and samples.

- Receive samples which are furnished at the si te by Contractor, and notify the **ENGINEER** of availability of samples for examination.

- Advise the **ENGINEER** and Contractor of the c ommencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by the **ENGINEER**.

- Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site observations of the work in progress to assist the **ENGINEER** in determining if the work is in general proceeding in accordance with the Contract Documents.

- Report to the **ENGINEER** whenever RPR belie ves that any work will not produce a

completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in 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 **ENGINEER** of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to the **ENGINEER** appropriate details relative to the test procedures and startups.

- Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report these results to the **ENGINEER**.

2.3.2.7 Interpretation of Contract Documents. Report to the **ENGINEER** when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the **ENGINEER**.

2.3.2.8 Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to the **ENGINEER**. Transmit to Contractor in writing decisions as issued by the **ENGINEER**.

2.3.2.9 Records: Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all addenda, Change Orders, additional Drawings issued subsequent to the execution of the contract, the **ENGINEER'S** clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.

2.3.2.9.1 Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders or

changed
conditions, list of job site visitors, daily activities, decisions, observations in general, and
specific observations in more detail as in the case of observing test procedures; and send copies to the **ENGINEER**.

2.3.2.9.2 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

2.3.2.9.3 Reports: Furnish the **ENGINEER** periodic reports as required of progress of the work
and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.

- Consult with the **ENGINEER** in advance of scheduled major tests, inspections or start of important phases of the work.

- Draft and recommend to the **ENGINEER** proposed Change Orders, obtaining backup material from Contractor.

- Report immediately to the **ENGINEER** and **OWNER** the occurrence of any accident.

- Payment Requests. Review applications for payment with Contractor for compliance
with the established procedure for submission and forward with recommendations to the **ENGINEER**, noting particularly the relationship of the payment requested to the work
completed and materials and equipment delivered at the site but not incorporated in the work.

- Certificates, Maintenance and Operation Manuals. During the course of the work, verify
that certificates, maintenance and operation manuals and other data required to be
assembled and furnished by Contractor are applicable to the items actually installed and
in accordance with the Contract Documents, and have this material delivered to the **ENGINEER** for review and forwarding to **OWNER** prior to final payment for the work.

- Completion: Before the **ENGINEER** certifies substantial completion, submit to Contractor a list of observed items requiring completion or correction.

- Observe whether Contractor has performed in spections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.

- Conduct a final inspection in the company of the **ENGINEER**, **OWNER**, and Contractor and prepare a final list of items to be completed or corrected.

- Observe whether all items on final list have be en completed or corrected and make recommendations to the **ENGINEER** concerning acceptance.

2.4 Limitations of Authority of the Resident Project Re presentative: Shall not authorize any deviation from the Contract Documents or substitution of materials or e quipment (including "or-equal" items), unless authorized by the **ENGINEER**.

2.4.2 Shall not exceed limitations of the **ENGINEER'S** authority as set forth in the Contract Documents and this Agreement.

2.4.3 Shall not undertake any of the responsibilities of Contractor, subcontractors, suppliers or Contractor's superintendent.

2.4.4 Shall not advise on, issue directions relative to, or a ssume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless s uch advice or directions are specifically required by the Contract Documents.

2.4.5 Shall not advise on, issue directions regarding t o, or assume control over safety precautions and programs in connection with the work.

2.4.6 Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.

2.4.7 Shall not authorize **OWNER** to occupy the Project in whole or in part.

2.4.8 Shall not participate in specialized field or laborato ry tests or inspections conducted by others except as specifically authorized by the **ENGINEER**.

3 SAMPLING AND TESTING

3.3 The **ENGINEER** shall furnish Sampling and Test ing services. These services will be accomplished through the use of a Subconsultant. The testing of the wor k will be reviewed by the ENGINEER only to determine generally that the work complies with the requirements of the Contract Documents.

WHEREAS, the contract is also subject to the following general terms and conditions:

1 **Relationship between Consultant and Client.** Neel-Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

2 **Responsibility of Consultant.** Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.

3 **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Consultant shall be entitled to rely upon the accuracy and completeness of any and all information provided by Client. If applicable to the scope of work, Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall provide reasonable notice to Consultant whenever Client becomes aware of any development that affects the scope or timing of Consultant's services.

Client shall notify the Consultant of any deficiency in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such deficiency. Client's failure to notify the Consultant shall relieve the Consultant of any liability for costs to remedy the deficiency above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

4 **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's other contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed in general conformance with the plans and specifications. Consultant shall not supervise, direct, or have control over any construction contractor's work. Consultant shall not have authority over or responsibility for construction

means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the construction contractor. Consultant does not guarantee the performance of the construction contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the plans and specifications.

5 **Ownership of Documents**. All reports, drawings, specifications, data, calculations, notes, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain the property of Consultant. Client agrees not to use the deliverables for projects other than the Project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written consent. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.

6 **Opinion of Costs**. When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.

7 **Suspension of Services**. Client may, at any time, by written notice, suspend the services of Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension.

8 **Termination**. This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.

9 **Indemnification**. Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.

To the fullest extent permitted by Mississippi law, Client shall indemnify a nd hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incur s as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.

10 **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories , produce documents or otherwise provide information in relation to any litigatio n, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Co nsultant for its services and reimburse Consultant for all related direct costs incu rred in connection with providing such testimony or information.

11 **Successors and Assigns.** The terms of this Agreeme nt shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, except that successors in office of the Client, the City of Jackson shall not be bound by the terms of the contract; provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.

12 **Insurance.** Consultant agrees to maintain the follo wing insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:

12.1 Commercial General Liability insurance with standard ISO coverage and available limits of $1,000,000 per occurrence and $2,000,000 general aggregate;

12.2 Automobile Liability insurance with standard ISO coverage and available combined single limits of $1,000,000 per accident;

12.3 Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of $1,000,000 per employee for bodily injury by accident/$1,000,000 per employee for bodily injury by disease/$1,000,000 policy limit for disease; and

12.4 Professional Liability insurance covering the Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of $1,000,000 per claim and annual aggregate.

Consultant shall provide a certificate of insurance evidencing such insurance coverage to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability and auto liability po licies, which shall be primary and noncontributory.

13 **Payment.** Unless agreed to otherwise, Consultant s hall submit monthly invoices to the Client. Payment in full shall be due upon r eceipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 45 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments when due; then Consultant, after giving seven (7) days writ ten notice to the Client, may suspend services until the Client has paid in full a ll amounts due for services, expenses, and other related charges without reco urse to the Client for loss or damage caused by such suspension. Payment f or Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with the Standard of Care. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion.

14 **Force Majeure.** Neither Client nor Consultant shall be liable for the failure to perform (except Client's obligation to make payment when due) caused by any contingency beyond their reasonable c ontrol, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

15 **Compliance with Laws.** To the extent applicable to Consultant's services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.

16 **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.

17 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.

18 **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.

19 **Additional Services.** Consultant shall be entitled to an equitable adjustment to its fee and schedule for additional services resulting from significant changes in the general s cope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedu

le, character of construction or method of financing; and revising previously acce pted studies, reports, design documents or other documents when such revisions a re required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consult ant's control.

20 **Amendment**. This Agreement may only be amend ed in writing and where such amendment is executed by a duly authorized representatives of each party.

21 **Entire Understanding of Agreement**. This Agree ment represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant he reby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matt er hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

22 **Survival of Provisions.** The provisions of this A greement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.

23 **Nonwaiver**. No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.

24 **Identity of Project Owner**. Within ten (10) days o f the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's p hysical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.

25 **Conflicting Terms**. If there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.

WHEREAS, the Hourly Fee Rate for services will be charge in accordance with the rates set forth in Exhibit G to the contract which is attached hereto and made a part of this order.

WHEREAS, Construction Phase services will begin with the Notice of Award to the Contractor and will extend through the construction contract period of 270 calendar days for Phase 1B and 350 calendar days for Phase 1C plus an additional 45 days beyond completion of construction activities for each phase to prepare and process completion documents and record drawings.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a construction engineering and inspection services contract with Neel-Schaffer, Inc. consistent with the terms stated herein for the Street Resurfacing Projects—Phases 1B & 1C, for an Hourly Not to Exceed fee of $403,275 for Phase 1B which includes $27,000 for testing services (Burns Cooley Dennis) and $517,188 for Phase 1C which includes $35,000 for testing services.

Vice President Grizzell moved adoption; **Council Member Banks** 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 December 17, 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.

PHASE 1B - CHANGE ORDER #1

CONTRACT CHANGE ORDER

CHANGE ORDER NO: 1 **DATE:** April 3, 2025

PROJECT NAME: Street Resurfacing Project - Phase 1B

OWNER: City of Jackson, MS

CONTRACTOR: Adcamp, Inc.

REASON FOR CHANGE: See Justification on following sheet

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS:

ITEM NO.	DESCRIPTION OF CHANGE(S) QUANTITIES, ETC.)	UNITS	UNIT COST	QUANTITY	TOTAL CONTRACT
202-B080	Removal of Sidewalk, All Depths	SY	$40.00	636	$25,440.00
202-B081	Removal of Concrete Driveways, All Depths	SY	$60.00	1,271	$76,260.00
202-B089	Removal of Curb &/or Curb and Gutter, All Types	LF	$40.00	13,721	$548,840.00
202-B188	Removal of Pavement, All Types and Depths	SY	$75.00	2,746	$205,950.00
203-EX010	Borrow Excavation, AH, LVM, Class B9	CY	$60.00	200	$12,000.00
203-G001	Excess Excavation, FM, AH	CY	$30.00	1,922	$57,660.00
216-A001	Solid Sodding	SY	$30.00	100	$3,000.00
304-D002	Granular Material, Crushed Stone	TON	$115.00	1,373	$157,895.00
403-A015	9.5-mm, ST, Asphalt Pavement	TON	$126.00	15,105	$1,903,230.00
403-B012	9.5-mm, ST, Asphalt Pavement, Leveling	TON	$126.00	200	$25,200.00
403-B013	9.5-mm, ST, Asphalt Pavement, Base Repair	TON	$149.00	2,005	$298,745.00
406-A002	Cold Milling of Bituminous Pavement, All Depths	SY	$1.75	147,569	$258,245.75
608-B001	Concrete Sidewalk, With Reinforcement	SY	$200.00	636	$127,200.00
609-D008	Combination Concrete Curb and Gutter Type 3A	LF	$70.00	13,721	$960,470.00
613-D001	Adjustment of Existing Curb Inlet	EA	$2,500.00	44	$110,000.00
613-D005	Adjustment of Manhole	EA	$300.00	25	$7,500.00
613-D011	Adjustment of Water Valve	EA	$75.00	100	$7,500.00
614-B001	Concrete Driveway, With Reinforcement	SY	$120.00	1,271	$152,520.00
618-A001	Maintenance of Traffic	LS	$136,490.00	1	$136,490.00
620-A001	Mobilization	LS	$261,639.00	1	$261,639.00
626-E003	6" Thermoplastic Traffic Stripe, Continuous Yellow	LF	$2.00	1,800	$3,600.00
626-G002	Thermoplastic Detail Stripe, White	LF	$15.00	280	$4,200.00
626-H004	Thermoplastic Legend, White	SF	$50.00	105	$5,250.00
626-H005	Thermoplastic Legend, White	LF	$10.00	3,100	$31,000.00
TOTAL CONTRACT CHANGE:					$5,379,834.75

	TOTAL
ORIGINAL CONTRACT AMOUNT:	$5,559,649.75
CURRENT CONTRACT AMOUNT:	$5,559,649.75
THIS CONTRACT CHANGE:	$5,379,834.75
REVISED CONTRACT AMOUNT:	$10,939,484.50
CURRENT CONTRACT COMPLETION DATE:	January 9, 2026
TIME EXTENSION REQUIRED BY CHANGE:	335
REVISED CONTRACT COMPLETION DATE:	December 10, 2026

This document shall be an amendment to the Contract and all provisions of the Contract will apply.

RECOMMENDED BY: _____ ENGINEER — DATE 4/3/2025

ACCEPTED BY: _____ CONTRACTOR — DATE 4/5/25

APPROVED BY: _____ OWNER — DATE _____

CONTRACT CHANGE ORDER DESCRIPTION AND JUSTIFICATION

ITEM NO.	DESCRIPTION OF CHANGE(S)	JUSTIFICATION
1	Add the following streets: Walnut St. (Porter St. to Silas Brown St.); Booker St. (Dalton St. to Valley St.); Barrett Ave. (Dalton St. to Hattiesburg St.); McKinley St. (Barrett Ave. to Topp Ave.); McKinley St. (Dansby St. to Booker St.); Cleveland Ave. (Dansby St. to Moorehouse Ave.); Lincoln St. (Dansby St. to Moorehouse Ave.); Grant Ave. (Barrett Ave. to Topp Ave.); Harrison Ave. (Barrett Ave. to Topp Ave.); Harrison Ave. (Booker St. to Cox St.); Deer Park St. (Rhodes Lane to Poindexter St.); Poindexter St. (Robert Smith Pkwy. to Robinson Rd.); Melba St. (Central St. to Deer Park St.); Pittsburg St. (Dalton St. to Rhodes Lane); Rhodes Lane (Deer Park St. to Pittsburg St.); Dalton St. (Robert Smith Pkwy. to Central St.); Ewing St. (Central St. to Deer Park St.); Line St. (Central St. to Deer Park St.); Lewis St. (Ewing St. to Line St.); Hunt St. (Poindexter St. to Rose St.); Macon St. (Dead end to Dead end); Corinth St. (Dead end to Dead end); Aberdeen St. (Dead end to Dead end); Jackson West Blvd (Lynch St. to apartment paving); McLean St. (Lynch St. to Dead end); School Cir. (Hwy 80 to Dewey St.); Harley St. (Dewey St. to apartment paving); Booker St. (Dewey St. to Dead end); Burch St. (McLean St. to Dead end); Mable St. (McLean St. to Craft St.); Capri Cir. (South Dr. to South Dr.); Cabaniss Cir. (Hwy 80 to London Lane); Sharon Hills Dr. (Cedarwood Dr. to north through 90° curve); Greenmont Dr. (436 Greenmont to Hwy 18); Cedarmont St. (Cedarwood Dr. to Greenmont Dr.); Winnwood (Dead end to Dead end); Shadow Cove (Brookhollow Dr. to Dead end); Northbrook Cir. (Brookridge Dr. to Dead end); Jamestown Ct. (Brookview Dr. to Dead end); Glen Ct. (Brookridge Dr. to Dead end); Brookridge Dr. (Brookhollow Dr. to Brookview Dr.); Fieldtree Ct. (Brookview Dr. to Dead end); Idlebrook Dr. (Brookview Dr. to Brookhollow Dr.); Bendwood Ct. (Brookhollow Dr. to Dead end); Windward Ct. (Brookhollow Dr. to Dead end); Anvil Cir. (Brookhollow Dr. to Dead end); Brook Forest Ct. (Brookhollow Dr. to Dead end); Brookview Dr. (Siwell Rd. to Idlebrook Dr.); Kingwood Cir. (Brookhollow Dr. to Dead end); Riderwood (Carriage Hills Dr. to Dead end); Yorkshire (Carriage Hills Dr. to Dead end)	It was decided that fifty-one (51) streets shall be added to this contract. These additional streets are in close proximity to the streets already under contract.
2	Delete the following street: Claiborne Avenue (St. Charles Street to Capitol Street)	This street is being overlaid by another entity.

PHASE 1B - CHANGE ORDER #2

CONTRACT CHANGE ORDER

CHANGE ORDER NO: 2 **DATE:** February 10, 2026

PROJECT NAME: Street Resurfacing Project - Phase 1B

OWNER: City of Jackson, MS

CONTRACTOR: Adcamp, Inc.

REASON FOR CHANGE: See Justification on following sheet

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS:

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNITS	UNIT COST	QUANTITY	TOTAL CONTRACT
202-B081	Removal of Concrete Driveways, All Depths	SY	$60.00	150	$9,000.00
202-B089	Removal of Curb &/or Curb and Gutter, All Types	LF	$40.00	1,000	$40,000.00
202-B188	Removal of Pavement, All Types and Depths	SY	$75.00	210	$15,750.00
203-G001	Excess Excavation, FM, AH	CY	$30.00	140	$4,200.00
403-A015	9.5-mm, ST, Asphalt Pavement	TON	$126.00	2,990	$376,740.00
403-B013	9.5-mm, ST, Asphalt Pavement, Base Repair	TON	$149.00	139	$20,711.00
406-A002	Cold Milling of Bituminous Pavement, All Depths	SY	$1.75	35,100	$61,425.00
609-D008	Combination Concrete Curb and Gutter Type 3A	LF	$70.00	1,000	$70,000.00
613-D001	Adjustment of Existing Curb Inlet	EA	$2,500.00	2	$5,000.00
613-D005	Adjustment of Manhole	EA	$300.00	5	$1,500.00
613-D011	Adjustment of Water Valve	EA	$75.00	5	$375.00
614-B001	Concrete Driveway, With Reinforcement	SY	$120.00	150	$18,000.00
618-A001	Maintenance of Traffic	LS	$40,000.00	1	$40,000.00
620-A001	Mobilization	LS	$64,000.00	1	$64,000.00

TOTAL CONTRACT CHANGE: $726,701.00

	TOTAL
ORIGINAL CONTRACT AMOUNT:	$5,559,649.75
CURRENT CONTRACT AMOUNT:	$10,939,484.50
THIS CONTRACT CHANGE:	$726,701.00
REVISED CONTRACT AMOUNT:	$11,666,185.50
CURRENT CONTRACT COMPLETION DATE:	December 10, 2026
TIME EXTENSION REQUIRED BY CHANGE:	35
REVISED CONTRACT COMPLETION DATE:	January 14, 2027

This document shall be an amendment to the Contract and all provisions of the Contract will apply.

RECOMMENDED BY: _____ ENGINEER — DATE 2/10/2026

ACCEPTED BY: _____ CONTRACTOR — DATE 2/11/2026

APPROVED BY: _____ OWNER — DATE 3/18/26

CONTRACT CHANGE ORDER DESCRIPTION AND JUSTIFICATION

	DESCRIPTION OF CHANGE(S)	JUSTIFICATION
1	Add the following streets: Fairoaks Drive (Cedarwood Drive to Sharon Hills Drive); Fairoaks Cove (Fairoaks Dr. to Dead End); Sharon Hills Drive (Cedarwood Dr. to Will-O-Run Dr.); Sandlewood Drive (Will-O-Run Dr. to Lake Cove Dr.); Lake Cove Drive (Will-O-Lake Dr. to Dead End); Will-O-Lake Drive (Will-O-Run Dr. to Dead End); Beechwood Street (Will-O-Wood Blvd. to Will-O-Lake Dr.); Will-O-Run Drive (Sharon Hills Dr. to Dead End); Aspen Cove (Will-O-Lake Dr. to Dead End); Cedar Place (Will-O-Lake Dr. to Dead End); Woodgrove Circle (Sandlewood Dr. to Dead End); East Lake Circle (Sandlewood Dr. to Dead End); Sharon Hills Drive (Cedarwood Dr. to Waxwing Dr.)	It was decided that thirteen (13) streets shall be added to this contract. These additional streets are in close proximity to the streets already under contract.

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 2 TO THE CONTRACT OF ADCAMP, INC. FOR CONSTRUCTION OF STREET RESURFACING PROJECT—PHASE 1B.

WHEREAS, the City entered into a construction contract with Adcamp, Inc. for Street Resurfacing Project—Phase 1B, in the amount of $5,559,649.75, which provided for the resurfacing of certain neighborhood streets and associated curb and gutter, sidewalk, and miscellaneous related work; and

WHEREAS, the City and Adcamp, Inc. agreed to Change Order No. 1 to the construction contract, in the amount of $5,379,834.75, based on the Special Sales Tax Commission adding streets to the project that were in close proximity to streets already being paved and that were also in need of being repaved; and

WHEREAS, the Special Sales Tax Commission agreed to fund resurfacing thirteen (13) additional streets because they are in need of repair and are in close proximity to the other streets already included under the contract; and

WHEREAS, the thirteen (13) streets to be added are as follows:

Fairoaks Drive (Cedarwood Drive to Sharon Hills Drive);
Fairoaks Cove (Fairoaks Dr. to Dead End);
Sharon Hills Drive (Cedarwood Dr. to Will-O-Run Dr.);
Sandlewood Drive (Will-O-Run Dr. to Lake Cove Dr.);
Lake Cove Drive (Will-O-Lake Dr. to Dead End);
Will-O-Lake Drive (Will-O-Run Dr. to Dead End);
Beechwood Street (Will-O-Wood Blvd. to Will-O-Lake Dr.);
Will-O-Run Drive (Sharon Hills Dr. to Dead End);
Aspen Cove (Will-O-Lake Dr. to Dead End);
Cedar Place (Will-O-Lake Dr. to Dead End);
Woodgrove Circle (Sandlewood Dr. to Dead End);
East Lake Circle (Sandlewood Dr. to Dead End);
Sharon Hills Drive (Cedarwood Dr. to Waxwing Dr.); and

WHEREAS, the addition of these thirteen (13) streets will require an adjustment in contract quantities that will result in an overall increase in the contract amount; and

WHEREAS, the addition of these thirteen (13) streets will require additional contract time to complete; and

WHEREAS, the following adjustments to quantities at the unit price of the original bid are required based on estimates calculated by the consulting engineer, Neel-Schaffer, Inc.:

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES ETC.)	UNITS	UNIT COST	QUANTITY	TOTAL CONTRACT
202-B081	Removal of Concrete Driveways. All Depths	SY	$60.00	150	$9,000.00
202-B089	Removal of Curb &/or Curb and Gutter, All Types	LF	$40.00	1,000	$40,000.00
202-B188	Removal of Pavement, All Types and Depths	SY	$75.00	210	$15,750.00
203-G001	Excess Excavation. FM. AH	CY	$30.00	140	$4,200.00
403-A015	9.5-mm. ST. Asphalt Pavement	TON	$126.00	2,990	$376,740.00
403-B013	9.5-mm, ST.Asphalt Pavement. Base Repair	TON	$149.00	139	$20,711.00
406-A002	Cold Milling of Bituminous Pavement. All Depths	SY	$1.75	35,100	$61,425.00
609-D005	Combination Concrete Curb and Gutter Type 3A	LF	$70.00	1,000	$70,000.00
613-D001	Adjustment of Existing Curb Inlet	EA	$2,500.00	2	$5,000.00
613-D005	Adjustment of Manhole	EA	$300.00	5	$1,500.00
613-D011	Adjustment of Water Valve	EA	$75.00	5	$375.00
614-B001	Concrete Driveway, With Reinforcement	SY	$120.00	150	$18,000.00
618-A001	Maintenance of Traffic	LS	$40,000.00	1	$40,000.00
620-A001	Mobilization	LS	$64,000.00	1	$64,000.00

TOTAL CONTRACT CHANGE: $726,701.00

WHEREAS, Neel-Schaffer is recommending an increase in the contract time of thirty-five (35) days, which will change the date for substantial completion from December 10, 2026 to January14,2027; and

WHEREAS, the original contract amount was $5,559,649.75, Change Order No. 1 increased the contract amount by $5,379,834.75 to $10,939,484.50; and

WHEREAS, proposed Change Order No. 2 will increase the total contract amount by $726,701.00 to $11,666,185.50; and

WHEREAS, the Department of Public Works recommends that the City accept Change Order No. 2.

IT IS, THEREFORE, ORDERED the Mayor is authorized to execute Change Order No. 2 to the construction contract with Adcamp, Inc. for Street Resurfacing Project-Phase lB, which increases the contract amount by $726.701.0 0 to $11,666,185.50 and which increases the contract time by thirty-five (35) days to January 14, 2027.

Vice President 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 March 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.

PHASE 1C - CHANGE ORDER #1

CONTRACT CHANGE ORDER

CHANGE ORDER NO: 1 **DATE:** April 3, 2025

PROJECT NAME: Street Resurfacing Project - Phase 1C

OWNER: City of Jackson, MS

CONTRACTOR: Adcamp, Inc.

REASON FOR CHANGE: See Justification on following sheet

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS:

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNITS	UNIT COST	QUANTITY	TOTAL CONTRACT
202-B052	Removal of Concrete Driveways, All Depths	SY	$35.00	1,136	$39,760.00
202-B080	Removal of Concrete Sidewalk, All Depths	SY	$35.00	568	$19,880.00
202-B089	Removal of Curb &/or Curb and Gutter, All Types	LF	$41.00	8,144	$333,904.00
202-B188	Removal of Pavement, All Types and Depths	SY	$75.00	2,044	$153,300.00
203-EX040	Borrow Excavation, AH, LVM, Class B9	CY	$31.75	200	$6,350.00
203-G001	Excess Excavation, FM, AH	CY	$5.00	1,431	$7,155.00
216-A001	Solid Sodding	SY	$20.00	100	$2,000.00
304-D002	Granular Material, Crushed Stone	TON	$97.50	1,022	$99,645.00
403-A015	9.5-mm, ST, Asphalt Pavement	TON	$118.00	11,242	$1,326,556.00
403-B012	9.5-mm, ST, Asphalt Pavement, Leveling	TON	$118.00	200	$23,600.00
403-B013	9.5-mm, ST, Asphalt Pavement, Base Repair	TON	$164.00	1,492	$244,688.00
406-A002	Cold Milling of Bituminous Pavement, All Depths	SY	$1.75	108,202	$189,353.50
608-B001	Concrete Sidewalk, With Reinforcement	SY	$95.00	568	$53,960.00
609-D008	Combination Concrete Curb and Gutter Type 3A	LF	$56.50	8,144	$460,136.00
613-D001	Adjustment of Existing Curb Inlet	EA	$6,200.00	32	$198,400.00
613-D005	Adjustment of Manhole	EA	$300.00	20	$6,000.00
613-D011	Adjustment of Water Valve	EA	$80.00	85	$6,800.00
614-B001	Concrete Driveway, With Reinforcement	SY	$97.00	1,136	$110,192.00
618-A001	Maintenance of Traffic	LS	$164,531.00	1	$164,531.00
620-A001	Mobilization	LS	$213,870.00	1	$213,870.00
626-E003	6" Thermoplastic Traffic Stripe, Continuous Yellow	LF	$1.50	6,400	$9,600.00
626-G002	Thermoplastic Detail Stripe, White	LF	$10.00	1,955	$19,550.00
626-H004	Thermoplastic Legend, White	SF	$15.00	122	$1,830.00
626-H005	Thermoplastic Legend, White	LF	$8.00	9,520	$76,160.00

TOTAL CONTRACT CHANGE: $3,767,220.50

	TOTAL
ORIGINAL CONTRACT AMOUNT:	$7,358,878.58
CURRENT CONTRACT AMOUNT:	$7,358,878.58
THIS CONTRACT CHANGE:	$3,767,220.50
REVISED CONTRACT AMOUNT:	$11,126,099.08
CURRENT CONTRACT COMPLETION DATE:	March 30, 2026
TIME EXTENSION REQUIRED BY CHANGE:	214
REVISED CONTRACT COMPLETION DATE:	October 30, 2026

This document shall be an amendment to the Contract and all provisions of the Contract will apply.

RECOMMENDED BY: Chad A. Tate — ENGINEER — DATE 4/3/2025

ACCEPTED BY: — CONTRACTOR — DATE 4/5/25

APPROVED BY: — OWNER — DATE

CONTRACT CHANGE ORDER DESCRIPTION AND JUSTIFICATION

ITEM NO.	DESCRIPTION OF CHANGE(S)	JUSTIFICATION
1	Northeast Dr. (Eastover Dr. to ~800' north of Robert Dr.); Crestview Pl. (Crestview Dr. to Cul-de-sac); Eastwood Cir. (Eastwood Dr. to Eastwood Pl.); Eastwood Pl. (Eastwood Cir. to Douglass Dr.); Roxbury Pl. (Roxbury Rd. to Cul-de-sac); Simwood Pl. (Roxbury Rd. to Cul-de-sac); Berkley Dr. (Eastover Dr. to Dead End); Hanover Pl. (Meadowbrook Rd. to Dead End); Eastparke Dr. (Old Canton Rd. to Dead End); Eastparke Cove (Eastparke Dr. to Dead End); Courtney Cove (Kristen Dr. to Dead End); Pear Orchard Park (Lake Trace Cir. to Dead End); Libby Lane (Lake Trace Dr. to Lake Trace Cir.); Brobridge Dr. (Pear Orchard Rd. to Dead End); Woodfield Dr. (Ridgewood Rd. to bridge); Plantation Court (Plantation Blvd to Dead End); Fallview Dr. (Plantation Blvd to Winterview Dr.); Deerfield Lane (Medallion Dr. to Springdale Dr.); Summer Lane (Medallion Dr. to Springdale Dr.); Winterhill Dr. (Colonial Cir. to Springdale Dr.); Wickwood Blvd. (Ferncrest Dr. to Dead end); Kristen Court (Ferncreek Dr. to Dead End); Ferncreek Cove (Ferncreek Dr. to Dead End); Jamestown Way (Ridgewood Rd. to Ridgewood Rd.); Pine Lane Cir. (Pine Lane Dr. to Dead end); Lilac Lane (Pine Lane Dr. to Dead end); Newland St. (Reddoch Dr. to Ridgewood Rd.); Ashley Dr. (Newland St. to Old Canton Rd.); Pimlico Pl. (Ashley Dr. to Newland St.); Chiswick Cir. (Pimlico Pl. to Dead End); Farnsworth Dr. (Reddoch Dr. to Hialeah Dr.); Magna Carter Pl. (River Thames Rd. to Dead end); Charter Oak Pl. (Runnymead Rd. to River Thames Rd.); Briarfield Rd. (Saratoga Dr. to River Thames Rd.); Kaywood Cir. (Kaywood Dr. to Old Canton); Vine St. (North State St. to Bonita St.); Delmar St. (North State St. to Bonita St.); College St. (North State St. to Longview Dr.); Longview Dr. (North State St. to Bonita St.); Bonita St. (White Oak St. to Longview Dr.); Garvin St. (Manhattan Rd. to McWillie Dr.); McWillie Cir. West (Edgewood Terrace to Dead end); Willow Creek Dr. (Edgewood Terrace to Dead end); McWillie Dr. (Northside Dr. to Chastain Dr.); Woodbury Rd. (Manhattan Rd. to Chastain Dr.)	It was decided that forty-five (45) streets shall be added to this contract. These additional streets are in close proximity to the streets already under contract.
2	Delete the following streets: Sunset Dr. (Medgar Evers Blvd. to Northside Dr.); Willie Lindsay Jr. Dr. (Sunset Dr. to dead end)	These streets are being overlaid by another entity.

ATTACHMENT B

NEEL-SCHAFFER, INC.
2026 RATE SCHEDULE FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	POSITION	HOURLY RATE
P-8, P-9	Officer, Senior Engineer Manager or Survey Manager	$300.00
P-7	Engineer Manager/Professional IV	$260.00
P-6	Senior Project Manager/Professional III	$235.00
P-5	Project Manager/Professional II	$190.00
P-4	Professional I	$165.00
P-1, P-2, P-3	Professional Intern	$125.00
T-6	Senior Certified Engineering Technician	$170.00
T-5	Certified Engineering Technician/Supervisory Technician	$155.00
T-4	Technician IV/ Inspector IV/ Surveyor IV	$130.00
T-3	Technician III/Inspector III//Survey Crew Chief	$115.00
T-2	Technician II/Inspector II/Survey Instrument Person	$90.00
T-1	Technician I/Inspector I/Survey Assistant	$80.00
T-1	Student Intern	$45.00
A-4	Senior Administrative	$100.00
A-3	Senior Clerical	$90.00
A-2	Clerical	$70.00
A-1	Assistant Clerical	$65.00
	Three-Member Survey Party	$250.00
	Two-Member Survey Party	$185.00
	One-Member Survey Party	$140.00

"Professional" positions include engineer, architect, geologist, scientist, landscape architect, and planner.

"Technician" positions include engineering, soil, architecture, planning, GIS and information technology.

REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	$0.70/mile
Traffic Counter/Video Monitor	$10.00/day

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.
Use State or Federal Rates for mileage, travel and subsistence where necessary and/or required.

The hourly rates as shown on this rate schedule shall be subject to equitable adjustment on an annual basis due to increased costs and the rate of inflation.

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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.

Agenda Item# 38
July 14, 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
RECEIVED
2026

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF PINNACLE CONSTRUCTION GROUP, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-01** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

1/22/26
DATE

Terry Williamson, *Legal Counsel* TW

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 18, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF PINNACLE CONSTRUCTION GROUP, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-01**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	**Who will be affected**	Residents living along and downstream of the waterway segments being grubbed and cleared
4.	**Benefits**	Will provide better drainage and reduce the likelihood of flash flooding
5.	**Schedule (beginning date)**	Upon approval, the contract will be provided to the contractor to sign, and a notice to proceed will be issued upon obtaining all signatures
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Various locations throughout the City
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐ ▪	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$726,500.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Infrastructure Modernization Tax Fund Bonds

Revised 2-04

Department of Public Works

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

John Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: June 18, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with Pinnacle Construction Group, LLC.

This project, funded through the Infrastructure Modernization Tax Fund Bonds, will clear the following waterway segments:

Eubank Creek Channel Clearing
Belhaven Tributary Channel Clearing
Cany Creek Tributary Channel Clearing

The City advertised for sealed competitive bids and received eight bids on May 26, 2026. The bid of Wright Construction Group, LLC had to be rejected under Mississippi law because the electronic bid did not include a certificate of responsibility number, which is the state license required for contractors performing work costing more than $50,000.00. The bid received from Pinnacle Construction Group, LLC was the lowest responsive, responsible bid received. It is the recommendation of this office that the bid be accepted.

If you have any questions or comments, please do not hesitate to call me.

Bid Opening **City of Jackson, Mississippi**

Bid Tabulation COJ-CC-01 Creek Clearing (4 Sites)

Owner: City of Jackson, Mississippi
5/26/2026
Bid Opening Time 3:30:00 PM
Construction Cost Estimate $2,196,500.00

	Bidder (Contractor)	Certificate of Responsibility No.	Bid Bonding Company	Base Bid	Non-Collusion Affidavit?	Acknowledged Addenum No.1	Acknowledged Addenum No. 2
1	Innovative Performance Construction Company, LLC	20154-MC	Developers Surety and Indemnity Company	$ 4,197,500.00	Y	Y	Y
2	Good Hope Recovery, LLC	24619-SC	Cashier Check ($156,791.67)	$ 3,135,833.33	Y	Y	Y
3	Hughes 360 Services, LLC	27452-SC	Nationwide Mutual Insurance Company	$ 789,000.00	Y	Y	Y
4	Look Great Services of MS, Inc.	18782-MC	Fidelity and Deposit Company of Maryland	$ 2,242,000.00	Y	Y	Y
5	Pinnacle Construction Group, LLC	25878-SC	Palomar Casualty and Surety Company	$ 726,500.00	Y	Y	Y
6	R&L Unliminted, LLC	23048-MC	Nationwide Mutual Insurance Company	$ 1,633,500.00	Y	Y	Y
7	Southeastern Pipeline & Environmental	23529-MC	Palomar Casualty and Surety Company	$ 1,110,500.00	Y	Y	Y

City of Jackson
Jackson, MS

COJ-CC-01

26-May-2026

Site No.	Project Summary		LOW BIDDER OVER/UNDER Unit	LOW BIDDER OVER/UNDER Total	Preliminary Unit	Preliminary Extended	***Low Bid*** 726,500.00 Pinnacle Construction Group, LLC Palomar Casualty and Surety Company	
1	Site No. COJ-01-A01 (Tributary Creek Clearing	1.000 LS	$ 292,060.00	$ 292,060.00	361,000.0000	361,000.00	61,500.0000	61,500.00
2	Site No. COJ-07-A01 (Eubank Creek Channel Clearing)	1.000 LS	$ 617,650.00	$ 617,650.00	790,000.0000	790,000.00	155,000.0000	155,000.00
3	Site No. COJ-07-A02 (Belhaven Tributary Channel Clearing)	1.000 LS	$ 151,190.00	$ 151,190.00	178,000.0000	178,000.00	40,000.0000	40,000.00
4	Site No. COJ-07-A01 (Cany Creek Tributary Channel Clearing)	1.000 LS	$ 420,100.00	$ 420,100.00	535,000.0000	535,000.00	100,000.0000	100,000.00
5	Loose Rip Rap (300LB.) (Tons)	2500.000 Ton	$ (11.80)	$ (29,500.00)	75.0000	187,500.00	110.0000	275,000.00
6	Geotextile Fabric Under RipRap Type V AOS<0.43, Non-Woven (Square Yard)	4000.000 SY	$ 0.25	$ 1,000.00	5.0000	20,000.00	5.0000	20,000.00
7	Borrow Excavation (Class 9) (Cubic Yard)	2500.000 CY	$ 19.55	$ 48,875.00	50.0000	125,000.00	30.0000	75,000.00
TOTAL BID				$ 1,481,000.00		$ 2,196,500.00		$ 726,500.00
DIFFERENCE								0.00
PERCENTAGE OVER\(UNDER):								-66.92%

Approved:

George For[illegible] P.E., Project Engineer

City of Jackson
Jackson, MS

COJ-CC-01

26-May-2026

Site No.	Project Summary			789,000.00 Hughes 360 Services, LLC Nationwide Mutual Insurance Company		1,110,500.00 Southeastern Pipeline & Environmental Palomar Casualty and Surety Company		1,633,500.00 R&L Unliminted, LLC Nationwide Mutual Insurance Company	
1	Site No. COJ-01-A01 (Tributary Creek Clearing	1.000	LS	79,200.0000	79,200.00	90,000.0000	90,000.00	155,000.0000	155,000.00
2	Site No. COJ-07-A01 (Eubank Creek Channel Clearing)	1.000	LS	198,000.0000	198,000.00	432,000.0000	432,000.00	485,000.0000	485,000.00
3	Site No. COJ-07-A02 (Belhaven Tributary Channel Clearing)	1.000	LS	37,800.0000	37,800.00	49,000.0000	49,000.00	130,000.0000	130,000.00
4	Site No. COJ-07-A01 (Cany Creek Tributary Channel Clearing)	1.000	LS	132,000.0000	132,000.00	210,000.0000	210,000.00	300,000.0000	300,000.00
5	Loose Rip Rap (300LB.) (Tons)	2500.000	Ton	100.0000	250,000.00	105.0000	262,500.00	165.0000	412,500.00
6	Geotextile Fabric Under RipRap Type V AOS<0.43, Non-Woven (Square Yard)	4000.000	SY	8.0000	32,000.00	3.0000	12,000.00	14.0000	56,000.00
7	Borrow Excavation (Class 9) (Cubic Yard)	2500.000	CY	24.0000	60,000.00	22.0000	55,000.00	38.0000	95,000.00
TOTAL BID					$ 789,000.00		$ 1,110,500.00		$ 1,633,500.00
DIFFERENCE					0.00		0.00		0.00
PERCENTAGE OVER\(UNDER):					-64.08%		-49.44%		-25.63%

Approved:

George For[illegible] P E., Project Engineer

City of Jackson
Jackson, MS

COJ-CC-01

26-May-2026

Site No.	Project Summary				2,242,000.00 Look Great Services of MS, Inc Fidelity and Deposit Company of Maryland		3,135,833.33 Good Hope Recovery, LLC Cashier Check ($156,791.67)		4,197,500.00 Innovative Performance Construction Company, LLC Developers Surety and Indemnity Company	
1	Site No. COJ-01-A01 (Tributary Creek Clearing	1.000	LS		324,000.0000	324,000.00	484,600.0000	484,600.00	630,000.0000	630,000.00
2	Site No. COJ-07-A01 (Eubank Creek Channel Clearing)	1.000	LS		810,000.0000	810,000.00	1,174,000.0000	1,174,000.00	1,575,000.0000	1,575,000.00
3	Site No. COJ-07-A02 (Belhaven Tributary Channel Clearing)	1.000	LS		182,000.0000	182,000.00	203,733.3300	203,733.33	245,000.0000	245,000.00
4	Site No. COJ-07-A01 (Cany Creek Tributary Channel Clearing)	1.000	LS		660,000.0000	660,000.00	791,000.0000	791,000.00	1,050,000.0000	1,050,000.00
5	Loose Rip Rap (300LB.) (Tons)	2500.000	Ton		70.0000	175,000.00	135.0000	337,500.00	200.0000	500,000.00
6	Geotextile Fabric Under RipRap Type V AOS<0.43, Non-Woven (Square Yard)	4000.000	SY		4.0000	16,000.00	5.0000	20,000.00	15.0000	60,000.00
7	Borrow Excavation (Class 9) (Cubic Yard)	2500.000	CY		30.0000	75,000.00	50.0000	125,000.00	55.0000	137,500.00
TOTAL BID						$ 2,242,000.00		$ 3,135,833.33		$ 4,197,500.00
DIFFERENCE						0.00		0.00		0.00
PERCENTAGE OVER\(UNDER):						2.07%		42.77%		91.10%

Approved:

George Fo[illegible] P.E., Project Engineer

39

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.

Agenda Item# 39
July 14, 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
RECEIVED
2026

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-02** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

4/22/26
DATE

Terry Williamson, *Legal Counsel* TW

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 18, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-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	5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	**Who will be affected**	Residents living along and downstream of the waterway segments being grubbed and cleared
4.	**Benefits**	Will provide better drainage and reduce the likelihood of flash flooding
5.	**Schedule (beginning date)**	Upon approval, the contract will be provided to the contractor to sign, and a notice to proceed will be issued upon obtaining all signatures
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Various locations throughout the City
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$882,100.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Infrastructure Modernization Tax Fund Bonds

Revised 2-04

Department of Public Works

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

John Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: June 18, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with Hughes 360 Services, LLC.

This project, funded through the Infrastructure Modernization Tax Fund Bonds, will clear the following waterway segments:

Woodhaven Tributary Creek Clearing
Tributary Creek Channel Clearing
Tributary 2 Channel Clearing
Lynch Creek Tributary Channel Clearing
Lynch Creek Tributary Channel Clearing
Hanging Moss Creek Tributary Channel Clearing

The City advertised for sealed competitive bids and received eight bids on May 26, 2026. The bid of Wright Construction Group, LLC had to be rejected under Mississippi law because the electronic bid did not include a certificate of responsibility number, which is the state license required for contractors performing work costing more than $50,000.00. The bid received from Hughes 360 Services, LLC was the lowest responsive, responsible bid received. It is the recommendation of this office that the bid be accepted.

If you have any questions or comments, please do not hesitate to call me.

Bid Opening **City of Jackson, Mississippi**

Bid Tabulation COJ-CC-02 Creek Clearing (6 Sites)

Owner: City of Jackson, Mississippi
5/26/2026
Bid Opening Time 3:30:00 PM
Construction Cost Estimate $2,298,500.00

	Bidder (Contractor)	Certificate of Responsibility No.	Bid Bonding Company	Base Bid	Non-Collusion Affidavit?	Acknowledged Addenum No.1	Acknowledged Addenum No. 2
1	Innovative Performance Construction Company, LLC	20154-MC	Developers Surety and Indemnity Company	$ 4,812,500.00	Y	Y	Y
2	Good Hope Recovery, LLC	24619-SC	Cashier Check ($179,005.00)	$ 3,580,100.00	Y	Y	Y
3	Hughes 360 Services, LLC	27452-SC	Nationwide Mutual Insurance Company	$ 882,100.00	Y	Y	Y
4	Look Great Services of MS, Inc.	18782-MC	Fidelity and Deposit Company of Maryland	$ 2,495,000.00	Y	Y	Y
5	Pinnacle Construction Group, LLC	25878-SC	Palomar Casualty and Surety Company	$ 913,000.00	Y	Y	Y
6	R&L Unliminted, LLC	23048-MC	Nationwide Mutual Insurance Company	$ 1,914,000.00	Y	Y	Y
7	Southeastern Pipeline & Environmental	23529-MC	Palomar Casualty and Surety Company	$ 1,546,500.00	Y	Y	Y

City of Jackson
Jackson, MS

COJ-CC-02

26-May-2026

Site No.	Project Summary		LOW BIDDER OVER/UNDER Unit	LOW BIDDER OVER/UNDER Total	Preliminary Unit	Preliminary Extended	***Low Bid*** 882,100.00 Hughes 360 Services, LLC Nationwide Mutual Insurance Company	
1	Site No. COJ-02-A01 (Woodhaven Tributary Creek Clearing)	1.000 LS	$ 256,815.00	$ 256,815.00	331,500.0000	331,500.00	81,900.0000	81,900.00
2	Site No. COJ-02-A02 (Tributary Creek Channel Clearing)	1.000 LS	$ 85,605.00	$ 85,605.00	110,500.0000	110,500.00	27,300.0000	27,300.00
3	Site No. COJ-02-A03 (Tributary 2 Channel Clearing)	1.000 LS	$ 342,420.00	$ 342,420.00	442,000.0000	442,000.00	109,200.0000	109,200.00
4	Site No. COJ-02-A04 (Lynch Creek Tributary Channel Clearing)	1.000 LS	$ 269,985.00	$ 269,985.00	348,500.0000	348,500.00	86,100.0000	86,100.00
5	Site No. COJ-02-A05 (Lynch Creek Tributary Channel Clearing)	1.000 LS	$ 269,985.00	$ 269,985.00	348,500.0000	348,500.00	86,100.0000	86,100.00
6	Site No. COJ-02-A07 (Hanging Moss Creek Tributary Channel Clearing)	1.000 LS	$ 197,550.00	$ 197,550.00	255,000.0000	255,000.00	63,000.0000	63,000.00
7	Loose Rip Rap (300LB.) (Tons)	3500.000 Ton	$ (11.80)	$ (41,300.00)	75.0000	262,500.00	90.0000	315,000.00
8	Geotextile Fabric Under RipRap Type V AOS<0.43, Non-Woven (Square Yard)	5000.000 SY	$ 0.25	$ 1,250.00	5.0000	25,000.00	8.0000	40,000.00
9	Borrow Excavation (Class 9) (Cubic Yard)	3500.000 CY	$ 19.55	$ 68,425.00	50.0000	175,000.00	21.0000	73,500.00
TOTAL BID				$ 954,825.00		$ 2,298,500.00		$ 882,100.00
DIFFERENCE								0.00
PERCENTAGE OVER\(UNDER):								-61.62%

Approved:

George For[illegible] P.E., Project Engineer

City of Jackson
Jackson, MS

COJ-CC-02

26-May-2026

Site No.	Project Summary			913,000.00 Pinnacle Construction Group, LLC Palomar Casualty and Surety Company		1,546,500.00 Southeastern Pipeline & Environmental Palomar Casualty and Surety Company		1,914,000.00 R&L Unliminted, LLC Nationwide Mutual Insurance Company	
1	Site No. COJ-02-A01 (Woodhaven Tributary Creek Clearing)	1.000	LS	70,000.0000	70,000.00	214,500.0000	214,500.00	249,000.0000	249,000.00
2	Site No. COJ-02-A02 (Tributary Creek Channel Clearing)	1.000	LS	32,500.0000	32,500.00	71,500.0000	71,500.00	140,000.0000	140,000.00
3	Site No. COJ-02-A03 (Tributary 2 Channel Clearing)	1.000	LS	88,500.0000	88,500.00	286,000.0000	286,000.00	260,000.0000	260,000.00
4	Site No. COJ-02-A04 (Lynch Creek Tributary Channel Clearing)	1.000	LS	73,500.0000	73,500.00	225,500.0000	225,500.00	224,000.0000	224,000.00
5	Site No. COJ-02-A05 (Lynch Creek Tributary Channel Clearing)	1.000	LS	73,500.0000	73,500.00	184,500.0000	184,500.00	200,000.0000	200,000.00
6	Site No. COJ-02-A07 (Hanging Moss Creek Tributary Channel Clearing)	1.000	LS	80,000.0000	60,000.00	105,000.0000	105,000.00	155,000.0000	155,000.00
7	Loose Rip Rap (300LB.) (Tons)	3500.000	Ton	110.0000	385,000.00	105.0000	367,500.00	138.0000	483,000.00
8	Geotextile Fabric Under RipRap Type V AOS<0.43, Non-Woven (Square Yard)	5000.000	SY	5.0000	25,000.00	3.0000	15,000.00	14.0000	70,000.00
9	Borrow Excavation (Class 9) (Cubic Yard)	3500.000	CY	30.0000	105,000.00	22.0000	77,000.00	38.0000	133,000.00
TOTAL BID					$ 913,000.00		$ 1,546,500.00		$ 1,914,000.00
DIFFERENCE					0.00		0.00		0.00
PERCENTAGE OVER\(UNDER):					-60.28%		-32.72%		-1%.73%

Approved:

George Fox, P.E., Project Engineer

City of Jackson
Jackson, MS

COJ-CC-02

26-May-2026

Site No.	Project Summary		2,495,000.00 Look Great Services of MS, Inc. Fidelity and Deposit Company of Maryland		3,580,100.00 Good Hope Recovery, LLC Cashier Check ($179,005.00)		4,812,500.00 Innovative Performance Construction Company, LLC Developers Surety and Indemnity Company	
1	Site No. COJ-02-A01 (Woodhaven Tributary Creek Clearing)	1.000 LS	390,000.0000	390,000.00	522,900.0000	522,900.00	682,500.0000	682,500.00
2	Site No. COJ-02-A02 (Tributary Creek Channel Clearing)	1.000 LS	130,000.0000	130,000.00	190,966.6700	190,966.67	292,500.0000	292,500.00
3	Site No. COJ-02-A03 (Tributary 2 Channel Clearing)	1.000 LS	520,000.0000	520,000.00	688,866.6700	688,866.67	910,000.0000	910,000.00
4	Site No. COJ-02-A04 (Lynch Creek Tributary Channel Clearing)	1.000 LS	410,000.0000	410,000.00	548,433.3300	548,433.33	717,500.0000	717,500.00
5	Site No. COJ-02-A05 (Lynch Creek Tributary Channel Clearing)	1.000 LS	410,000.0000	410,000.00	548,433.3300	548,433.33	717,500.0000	717,500.00
6	Site No. COJ-02-A07 (Hanging Moss Creek Tributary Channel Clearing)	1.000 LS	300,000.0000	300,000.00	408,000.0000	408,000.00	525,000.0000	525,000.00
7	Loose Rip Rap (300LB.) (Tons)	3500.000 Ton	70.0000	245,000.00	135.0000	472,500.00	200.0000	700,000.00
8	Geotextile Fabric Under RipRap Type V AOS<0.43, Non-Woven (Square Yard)	5000.000 SY	4.0000	20,000.00	5.0000	25,000.00	15.0000	75,000.00
9	Borrow Excavation (Class 9) (Cubic Yard)	3500.000 CY	20.0000	70,000.00	50.0000	175,000.00	55.0000	192,500.00
TOTAL BID				$ 2,495,000.00		$ 3,580,100.00		$ 4,812,500.00
DIFFERENCE				0.00		0.00		0.00
PERCENTAGE OVER\(UNDER):				0.55%		55.76%		109.38%

Approved:

George For[illegible] P.E., Project Engineer

40

OFFICE OF THE CITY ATTORNEY

ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-03

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

WHEREAS, seven 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 $739,200.00, 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 $739,200.00, for City Project COJ-CC-03 to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Hughes 360 Services, LLC, in the amount of $739,200.00, for City Project COJ-CC-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 Hughes 360 Services, LLC for City Project COJ-CC-03 consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk.

Agenda Item# 40
July 14, 2026
(Anderson, Horhn)

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39205-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
2026

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-03** is legally sufficient for placement in NOVUS Agenda.

Sondra O'Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

6/22/26
DATE

Terry Williamson, *Legal Counsel* TW

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 18, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-03**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	**Who will be affected**	Residents living along and downstream of the waterway segments being grubbed and cleared
4.	**Benefits**	Will provide better drainage and reduce the likelihood of flash flooding
5.	**Schedule (beginning date)**	Upon approval, the contract will be provided to the contractor to sign, and a notice to proceed will be issued upon obtaining all signatures
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Various locations throughout the City
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$739,200.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Infrastructure Modernization Tax Fund Bonds

Revised 2-04

Department of Public Works

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

John Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: June 18, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with Hughes 360 Services, LLC.

This project, funded through the Infrastructure Modernization Tax Fund Bonds, will clear the following waterway segments:

Tributary Creek Channel Clearing
Big Creek Channel Clearing
Tributary Channel Clearing
Lynch Creek Tributary Channel Clearing

The City advertised for sealed competitive bids and received seven bids on May 26, 2026. The bid of Wright Construction Group, LLC had to be rejected under Mississippi law because the electronic bid did not include a certificate of responsibility number, which is the state license required for contractors performing work costing more than $50,000.00. The bid received from Hughes 360 Services, LLC was the lowest responsive, responsible bid received. It is the recommendation of this office that the bid be accepted.

If you have any questions or comments, please do not hesitate to call me.

Bid Opening **City of Jackson, Mississippi**

Bid Tabulation COJ-CC-03 Creek Clearing (4 Sites)

Owner: City of Jackson, Mississippi
5/26/2026
Bid Opening Time 3:30:00 PM
Construction Cost Estimate $1,627,000.00

	Bidder (Contractor)	Certificate of Responsibility No.	Bid Bonding Company	Base Bid	Non-Collusion Affidavit?	Acknowledged Addenum No.1	Acknowledged Addenum No. 2
1	Innovative Performance Construction Company, LLC	20154-MC	Developers Surety and Indemnity Company	$ 3,627,500.00	Y	Y	Y
2	Good Hope Recovery, LLC	24619-SC	Cashier Check ($156,791.67)	$ 2,521,533.33	Y	Y	Y
3	Hughes 360 Services, LLC	27452-SC	Nationwide Mutual Insurance Company	$ 739,200.00	Y	Y	Y
4	Look Great Services of MS, Inc.	18782-MC	Fidelity and Deposit Company of Maryland	$ 1,534,000.00	Y	Y	Y
5	Pinnacle Construction Group, LLC	25878-SC	Palomar Casualty and Surety Company	$ 777,500.00	Y	Y	Y
6	Southeastern Pipeline & Environmental	23529-MC	Palomar Casualty and Surety Company	$ 1,064,500.00	Y	Y	Y

City of Jackson
Jackson, MS

COJ-CC-03

26-May-2026

Site No.	Project Summary		LOW BIDDER OVER/UNDER Unit	LOW BIDDER OVER/UNDER Total	Preliminary Unit	Preliminary Extended	***Low Bid*** 739,200.000 Hughes 360 Services, LLC Nationwide Mutual Insurance Company	
1	Site No. COJ-04-A01 (Tributary Creek Clearing)	1.000 LS	$ 277,200.00	$ 277,200.00	374,000.0000	374,000.00	96,800.0000	96,800.00
2	Site No. COJ-04-A04 (Big Creek Channel Clearing)	1.000 LS	$ 93,000.00	$ 93,000.00	127,500.0000	127,500.00	34,500.0000	34,500.00
3	Site No. COJ-04-A05 (Tributary Channel Clearing)	1.000 LS	$ 217,000.00	$ 217,000.00	297,500.0000	297,500.00	80,500.0000	80,500.00
4	Site No. COJ-07-A06 (Lynch Creek Channel Clearing)	1.000 LS	$ 266,600.00	$ 266,600.00	365,500.0000	365,500.00	98,900.0000	98,900.00
5	Loose Rip Rap (300LB.) (Tons)	3500.000 Ton	$ (15.00)	$ (52,500.00)	75.0000	262,500.00	90.0000	315,000.00
6	Geotextile Fabric Under RipRap Type V AOS<0.43, Non-Woven (Square Yard)	5000.000 SY	$ (3.00)	$ (15,000.00)	5.0000	25,000.00	8.0000	40,000.00
7	Borrow Excavation (Class 9) (Cubic Yard)	3500.000 CY	$ 29.00	$ 101,500.00	50.0000	175,000.00	21.0000	73,500.00
TOTAL BID				$ 853,800.00		$ 1,627,000.00		$ 739,200.00
DIFFERENCE								0.00
PERCENTAGE OVER\ (UNDER):								-54.57%

Approved:

George For[illegible] P.E.. Project Engineer

City of Jackson
Jackson, MS

COJ-CC-03

26-May-2026

Site No.	Project Summary			777,500.00 Pinnacle Construction Group, LLC Palomar Casualty and Surety Company		1,064,500.00 Southeastern Pipeline & Environmental Palomar Casualty and Surety Company		1,534,000.00 Look Great Services of MS, Inc. Fidelity and Deposit Company of Maryland	
1	Site No. COJ-04-A01 (Tributary Creek Clearing)	1.000	LS	75,000.0000	75,000.00	286,000.0000	286,000.00	352,000.0000	352,000.00
2	Site No. COJ-04-A04 (Big Creek Channel Clearing)	1.000	LS	37,500.0000	37,500.00	87,000.0000	87,000.00	165,000.0000	165,000.00
3	Site No. COJ-04-A05 (Tributary Channel Clearing)	1.000	LS	70,000.0000	70,000.00	87,000.0000	87,000.00	315,000.0000	315,000.00
4	Site No. COJ-07-A06 (Lynch Creek Channel Clearing)	1.000	LS	80,000.0000	80,000.00	193,500.0000	193,500.00	387,000.0000	387,000.00
5	Loose Rip Rap (300LB.) (Tons)	3500.000	Ton	110.0000	385,000.00	95.0000	332,500.00	70.0000	245,000.00
6	Geotextile Fabric Under RipRap Type V AOS<0.43, Non-Woven (Square Yard)	5000.000	SY	5.0000	25,000.00	3.0000	15,000.00	4.0000	20,000.00
7	Borrow Excavation (Class 9) (Cubic Yard)	3500.000	CY	30.0000	105,000.00	18.0000	63,000.00	20.0000	70,000.00
TOTAL BID					$ 777,500.00		$ 1,064,000.00		$ 1,554,000.00
DIFFERENCE					0.00		(500.00)		20,000.00
PERCENTAGE OVER\(UNDER):					-52.21%		-34.60%		-4.49%

Approved:

George For P.E., Project Engineer

City of Jackson
Jackson, MS

COJ-CC-03

26-May-2026

Site No.	Project Summary			2,521,533.33 Good Hope Recovery, LLC Cashier Check ($156,791.67)		3,627,500.00 Innovative Performance Construction Company, LLC Developers Surety and Indemnity Company	
1	Site No. COJ-04-A01 (Tributary Creek Clearing)	1.000	LS	586,733.3300	586,733.33	770,000.0000	770,000.00
2	Site No. COJ-04-A04 (Big Creek Channel Clearing)	1.000	LS	216,500.0000	216,500.00	525,000.0000	525,000.00
3	Site No. COJ-04-A05 (Tributary Channel Clearing)	1.000	LS	471,833.3300	471,833.33	612,500.0000	612,500.00
4	Site No. COJ-07-A06 (Lynch Creek Channel Clearing)	1.000	LS	573,966.6700	573,966.67	752,500.0000	752,500.00
5	Loose Rip Rap (300LB.) (Tons)	3500.000	Ton	135.0000	472,500.00	200.0000	700,000.00
6	Geotextile Fabric Under RipRap Type V AOS<0.43, Non-Woven (Square Yard)	5000.000	SY	5.0000	25,000.00	15.0000	75,000.00
7	Borrow Excavation (Class 9) (Cubic Yard)	3500.000	CY	50.0000	175,000.00	55.0000	192,500.00
TOTAL BID					$ 2,521,533.33		$ 3,627,500.00
DIFFERENCE					0.00		0.00
PERCENTAGE OVER\(UNDER):					54.98%		122.96%

Approved:

George For[illegible] P.E., Project Engineer

41

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

OFFICE OF THE CITY ATTORNEY

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.

Agenda Item# 4.1
July 14, 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
RECEIVED
6/22/2026

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-04** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

6/22/26
DATE

Terry Williamson, *Legal Counsel* TW

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 18, 2026

DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-04**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	**Who will be affected**	Residents living along and downstream of the waterway segments being grubbed and cleared
4.	**Benefits**	Will provide better drainage and reduce the likelihood of flash flooding
5.	**Schedule (beginning date)**	Upon approval, the contract will be provided to the contractor to sign, and a notice to proceed will be issued upon obtaining all signatures
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Various locations throughout the City
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐ ▪	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$767,500.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Infrastructure Modernization Tax Fund Bonds

Revised 2-04

Department of Public Works

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

John Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: June 18, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with Hughes 360 Services, LLC.

This project, funded through the Infrastructure Modernization Tax Fund Bonds, will clear the following waterway segments:

Tributary Creek Channel Clearing
Big Creek Channel Clearing

The City advertised for sealed competitive bids and received six bids on May 26, 2026. The bid of Wright Construction Group, LLC had to be rejected under Mississippi law because the electronic bid did not include a certificate of responsibility number, which is the state license required for contractors performing work costing more than $50,000.00. The bid received from Hughes 360 Services, LLC was the lowest responsive, responsible bid received. It is the recommendation of this office that the bid be accepted.

If you have any questions or comments, please do not hesitate to call me.

Bid Opening **City of Jackson, Mississippi**

Bid Tabulation COJ-CC-04 Creek Clearing (2 Sites)

Owner: City of Jackson, Mississippi
5/26/2026
Bid Opening Time 3:30:00 PM
Construction Cost Estimate $1,843,750.00

	Bidder (Contractor)	Certificate of Responsibility No.	Bid Bonding Company	Base Bid	Non-Collusion Affidavit?	Acknowledged Addenum No.1	Acknowledged Addenum No. 2
1	Innovative Performance Construction Company, LLC	20154-MC	Developers Surety and Indemnity Company	$ 3,811,250.00	Y	Y	Y
2	Good Hope Recovery, LLC	24619-SC	Cashier Check ($156,791.67)	$ 2,797,083.33	Y	Y	Y
3	Hughes 360 Services, LLC	27452-SC	Nationwide Mutual Insurance Company	$ 767,500.00	Y	Y	Y
4	Look Great Services of MS, Inc.	18782-MC	Fidelity and Deposit Company of Maryland	$ 1,960,000.00	Y	Y	Y
5	Southeastern Pipeline & Environmental	23529-MC	Palomar Casualty and Surety Company	$ 931,600.00	Y	Y	Y

City of Jackson
Jackson, MS

COJ-CC-04

26-May-2026

Site No.	Project Summary		LOW BIDDER OVER/UNDER Unit	LOW BIDDER OVER/UNDER Total	Preliminary Unit	Preliminary Extended	***Low Bid*** 767,500.00 Hughes 360 Services, LLC Nationwide Mutual Insurance Company	
1	Site No. COJ-05-A02 (Tributary Creek Clearing)	1.000 LS	$ 991,042.50	$ 991,042.50	1,279,250.0000	1,279,250.00	309,000.0000	309,000.00
2	Site No. COJ-05-A03 (Big Creek Channel Clearing)	1.000 LS	$ 79,020.00	$ 79,020.00	102,000.0000	102,000.00	30,000.0000	30,000.00
5	Loose Rip Rap (300LB.) (Tons)	3500.000 Ton	$ (11.80)	$ (41,300.00)	75.0000	262,500.00	90.0000	315,000.00
	Geotextile Fabric Under RipRap Type V AOS<0.43, Non-Woven							
6	(Square Yard)	5000.000 SY	$ 0.25	$ 1,250.00	5.0000	25,000.00	8.0000	40,000.00
7	Borrow Excavation (Class 9) (Cubic Yard)	3500.000 CY	$ 19.55	$ 68,425.00	50.0000	175,000.00	21.0000	73,500.00
TOTAL BID				$ 1,070,062.50		$ 1,843,750.00		$ 767,500.00
DIFFERENCE								0.00
PERCENTAGE OVER\(UNDER):								-58.37%

Approved:

George For[illegible] P.E., Project Engineer

City of Jackson
Jackson, MS

COJ-CC-04

26-May-2026

Site No.	Project Summary		931,600.00 Southeastern Pipeline & Environmental Palomar Casualty and Surety Company		1,960,000.00 Look Great Services of MS, Inc. Fidelity and Deposit Company of Maryland		2,797,083.33 Good Hope Recovery, LLC Cashier Check ($156,791.67)	
1	Site No. COJ-05-A02 (Tributary Creek Clearing)	1.000 LS	451,500.0000	451,500.00	1,505,000.0000	1,505,000.00	1,946,383.3300	1,946,383.33
2	Site No. COJ-05-A03 (Big Creek Channel Clearing)	1.000 LS	69,600.0000	69,600.00	120,000.0000	120,000.00	178,200.0000	178,200.00
5	Loose Rip Rap (300LB.) (Tons) Geotextile Fabric Under RipRap Type V AOS<0.43, Non-Woven	3500.000 Ton	95.0000	332,500.00	70.0000	245,000.00	135.0000	472,500.00
6	(Square Yard)	5000.000 SY	3.0000	15,000.00	4.0000	20,000.00	5.0000	25,000.00
7	Borrow Excavation (Class 9) (Cubic Yard)	3500.000 CY	18.0000	63,000.00	20.0000	70,000.00	50.0000	175,000.00
TOTAL BID				$ 931,600.00		$ 1,960,000.00		$ 2,797,083.33
DIFFERENCE				0.00		0.00		0.00
PERCENTAGE OVER\(UNDER):				-49.47%		6.21%		51.71%

Approved:

George For[illegible] P.E., Project Engineer

City of Jackson
Jackson, MS

COJ-CC-04

26-May-2026

3,811,250.00
Innovative Performance Construction Company, LLC
Developers Surety and Indemnity Company

Site No.	Project Summary			
1	Site No. COJ-05-A02 (Tributary Creek Clearing)	1.000 LS	2,633,750.0000	2,633,750.00
2	Site No. COJ-05-A03 (Big Creek Channel Clearing)	1.000 LS	210,000.0000	210,000.00
5	Loose Rip Rap (300LB.) (Tons)	3500.000 Ton	200.0000	700,000.00
6	Geotextile Fabric Under RipRap Type V AOS<0.43, Non-Woven (Square Yard)	5000.000 SY	15.0000	75,000.00
7	Borrow Excavation (Class 9) (Cubic Yard)	3500.000 CY	55.0000	192,500.00
TOTAL BID				$ 3,811,250.00
DIFFERENCE				0.00
PERCENTAGE OVER\(UNDER):				106.71%

Approved:

George For[illegible] P.E., Project Engineer

42

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.

Agenda Item# 4.2
July 14, 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
RECEIVED
2026

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-05** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

4/24/26
DATE

Terry Williamson, *Legal Counsel* TW

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 18, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-05**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	**Who will be affected**	Residents living along and downstream of the waterway segments being grubbed and cleared
4.	**Benefits**	Will provide better drainage and reduce the likelihood of flash flooding
5.	**Schedule (beginning date)**	Upon approval, the contract will be provided to the contractor to sign, and a notice to proceed will be issued upon obtaining all signatures
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Various locations throughout the City
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$821,850.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Infrastructure Modernization Tax Fund Bonds

Revised 2-04

Department of Public Works

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

John Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: June 18, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with Hughes 360 Services, LLC.

This project, funded through the Infrastructure Modernization Tax Fund Bonds, will clear the following waterway segments:

Cany Creek Channel Clearing
Trahon Creek Channel Clearing
Cany Creek Tributary Channel Clearing
Hardy Creek Channel Clearing
Trahon Creek Channel Clearing

The City advertised for sealed competitive bids and received eight bids on May 26, 2026. The bid of Wright Construction Group, LLC had to be rejected under Mississippi law because the electronic bid did not include a certificate of responsibility number, which is the state license required for contractors performing work costing more than $50,000.00. The bid received from Hughes 360 Services, LLC was the lowest responsive, responsible bid received. It is the recommendation of this office that the bid be accepted.

If you have any questions or comments, please do not hesitate to call me.

Bid Opening **City of Jackson, Mississippi**

Bid Tabulation COJ-CC-05 Creek Clearing (5 Sites)

Owner: City of Jackson, Mississippi
5/26/2026
Bid Opening Time 3:30:00 PM
Construction Cost Estimate $2,094,500.00

	Bidder (Contractor)	Certificate of Responsibility No.	Bid Bonding Company	Base Bid	Non-Collusion Affidavit?	Acknowledged Addenum No.1	Acknowledged Addenum No. 2
1	Innovative Performance Construction Company, LLC	20154-MC	Developers Surety and Indemnity Company	$ 4,327,500.00	Y	Y	Y
2	Good Hope Recovery, LLC	24619-SC	Cashier Check ($179,005.00)	$ 3,248,700.00	Y	Y	Y
3	Hughes 360 Services, LLC	27452-SC	Nationwide Mutual Insurance Company	$ 821,850.00	Y	Y	Y
4	Look Great Services of MS, Inc.	18782-MC	Fidelity and Deposit Company of Maryland	$ 2,940,000.00	Y	Y	Y
5	Pinnacle Construction Group, LLC	25878-SC	Palomar Casualty and Surety Company	$ 965,000.00	Y	Y	Y
6	Southeastern Pipeline & Environmental	23529-MC	Palomar Casualty and Surety Company	$ 1,410,600.00	Y	Y	Y

City of Jackson
Jackson, MS

COJ-CC-05

26-May-2025

Site No.	Project Summary		LOW BIDDER OVER/UNDER Unit	LOW BIDDER OVER/UNDER Total	Preliminary Unit	Preliminary Extended	***Low Bid*** 821,850.00 Hughes 360 Services, LLC Nationwide Mutual Insurance Company	
1	Site No. COJ-06-A01 (Cany Creek Channel Clearing)	1.000 LS	$ 526,800.00	$ 526,800.00	680,000.0000	680,000.00	162,000.0000	162,000.00
2	Site No. COJ-06-A02 (Trahon Creek Channel Clearing)	1.000 LS	$ 362,175.00	$ 362,175.00	467,500.0000	467,500.00	110,375.0000	110,375.00
3	Site No. COJ-06-A03 (Cany Creek Tributary Channel Clearing)	1.000 LS	$ 98,775.00	$ 98,775.00	127,500.0000	127,500.00	30,375.0000	30,375.00
4	Site No. COJ-06-A04 (Hardy Creek Channel Clearing)	1.000 LS	$ 158,040.00	$ 158,040.00	204,000.0000	204,000.00	52,800.0000	52,800.00
5	Site No. COJ-06-A06 (Trahon Creek Channel Clearing)	1.000 LS	$ 118,530.00	$ 118,530.00	153,000.0000	153,000.00	37,800.0000	37,800.00
6	Loose Rip Rap (300LB.) (Tons)	3500.000 Ton	$ (11.80)	$ (41,300.00)	75.0000	262,500.00	90.0000	315,000.00
7	Geotextile Fabric Under RipRap Type V AOS<0.43, Non-Woven (Square Yard)	5000.000 SY	$ 0.25	$ 1,250.00	5.0000	25,000.00	8.0000	40,000.00
8	Borrow Excavation (Class 9) (Cubic Yard)	3500.000 CY	$ 19.55	$ 68,425.00	50.0000	175,000.00	21.0000	73,500.00
TOTAL BID				$ 1,145,790.00		$ 2,094,500.00		$ 821,850.00
DIFFERENCE								0.00
PERCENTAGE OVER\(UNDER):								-60.76%

Approved:

George Fo[illegible], P.E., Project Engineer

City of Jackson
Jackson, MS

COJ-CC-05

26-May-2026

Site No.	Project Summary			965,000.00 Pinnacle Construction Group, LLC Palomar Casualty and Surety Company		1,410,600.00 Southeastern Pipeline & Environmental Palomar Casualty and Surety Company		2,940,000.00 Look Great Services of MS, Inc. Fidelity and Deposit Company of Maryland	
1	Site No. COJ-06-A01 (Cany Creek Channel Clearing)	1.000	LS	160,000.0000	160,000.00	464,000.0000	464,000.00	1,120,000.0000	1,120,000.00
2	Site No. COJ-06-A02 (Trahon Creek Channel Clearing)	1.000	LS	135,000.0000	135,000.00	209,000.0000	209,000.00	880,000.0000	880,000.00
3	Site No. COJ-06-A03 (Cany Creek Tributary Channel Clearing)	1.000	LS	45,000.0000	45,000.00	72,000.0000	72,000.00	150,000.0000	150,000.00
4	Site No. COJ-06-A04 (Hardy Creek Channel Clearing)	1.000	LS	60,000.0000	60,000.00	91,200.0000	91,200.00	240,000.0000	240,000.00
5	Site No. COJ-06-A06 (Trahon Creek Channel Clearing)	1.000	LS	50,000.0000	50,000.00	104,400.0000	104,400.00	180,000.0000	180,000.00
6	Loose Rip Rap (300LB.) (Tons)	3500.000	Ton	110.0000	385,000.00	110.0000	385,000.00	70.0000	245,000.00
7	Geotextile Febric Under RipRap Type V AOS<0.43, Non-Woven (Square Yard)	5000.000	SY	5.0000	25,000.00	3.0000	15,000.00	4.0000	20,000.00
8	Borrow Excavation (Class 9) (Cubic Yard)	3500.000	CY	30.0000	105,000.00	20.0000	70,000.00	30.0000	105,000.00
TOTAL BID					$ 965,000.00		$ 1,410,600.00		$ 2,940,000.00
DIFFERENCE					0.00		0.00		0.00
PERCENTAGE OVER\(UNDER):					-53.93%		-32.65%		40.37%

Approved:

George For , P.E , Project Engineer

City of Jackson
Jackson, MS

COJ-CC-05

25-May-2026

Site No.	Project Summary					
			3,248,700.00 Good Hope Recovery, LLC Cashier Check ($179,005.00)		4,327,500.00 Innovative Performance Construction Company, LLC Developers Surety and Indemnity Company	
1	Site No. COJ-06-A01 (Cany Creek Channel Clearing)	1.000 LS	1,046,333.3300	1,046,333.33	1,400,000.0000	1,400,000.00
2	Site No. COJ-06-A02 (Trahon Creek Channel Clearing)	1.000 LS	727,166.6700	727,166.67	962,500.0000	962,500.00
3	Site No. COJ-06-A03 (Cany Creek Tributary Channel Clearing)	1.000 LS	216,500.0000	216,500.00	262,500.0000	262,500.00
4	Site No. COJ-06-A04 (Hardy Creek Channel Clearing)	1.000 LS	331,400.0000	331,400.00	420,000.0000	420,000.00
5	Site No. COJ-06-A06 (Trahon Creek Channel Clearing)	1.000 LS	254,800.0000	254,800.00	315,000.0000	315,000.00
6	Loose Rip Rap (300LB.) (Tons)	3500.000 Ton	135.0000	472,500.00	200.0000	700,000.00
7	Geotextile Fabric Under RipRap Type V AOS<0.43, Non-Woven (Square Yard)	5000.000 SY	5.0000	25,000.00	15.0000	75,000.00
8	Borrow Excavation (Class 9) (Cubic Yard)	3500.000 CY	50.0000	175,000.00	55.0000	192,500.00
TOTAL BID				$ 3,248,700.00		$ 4,327,500.00
DIFFERENCE				0.00		0.00
PERCENTAGE OVER\(UNDER):				55.11%		106.61%

Approved:

George For[illegible] P.E., Project Engineer

43

OFFICE OF THE CITY ATTORNEY

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.

Agenda Item# 43
July 14, 2026
(Anderson, Horhn)

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39205-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
RECEIVED
APR 22 2020

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF APAC-MISSISSIPPI, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-01** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

4/22/20
DATE

Terry Williamson, *Legal Counsel* TW

Department of Public Works

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

John Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: June 18, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with Adcamp, Inc.

This project, funded through the Infrastructure Modernization Tax Fund Bonds, will repair and resurface various roadways in the City.

The City advertised for sealed competitive bids and received four bids on May 26, 2026. The bid received from APAC-Mississippi, Inc. was the lowest responsive, responsible bid received. It is the recommendation of this office that the bid be accepted.

If you have any questions or comments, please do not hesitate to call me.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 18, 2026

DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF APAC-MISSISSIPPI, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-01**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	**Who will be affected**	Motorists using the resurfaced roads
4.	**Benefits**	Will provide a smoother, safer driving surface
5.	**Schedule (beginning date)**	Upon approval, the contract will be provided to the contractor to sign, and a notice to proceed will be issued upon obtaining all signatures
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Various locations throughout the City
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐ ▪	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$2,394,088.98
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Infrastructure Modernization Tax Fund Bonds

Revised 2-04

Bid Opening

City of Jackson, Mississippi

Bid Tabulation COJ-RS-01 Road Resurfacing

Owner: City of Jackson, Mississippi
5/26/2026
Bid Opening Time: 3:30 PM
Construction Cost Estimate $2,339,827.50

	Bidder (Contractor)	Certificate of Responsibility No.	Bid Bonding Company	Base Bid	Non-Collusion Affidavit?	Acknowledged Addenum No.1	Acknowledged Addenum No. 2
1	AJ Construction, Inc.	16569-MC	Traveler's Casualty and Surety Company of America	$ 2,664,761.70	Y	Y	Y
2	APAC - Mississippi, Inc.	00095-MC	Federal Insurance Company	$ 2,394,088.98	Y	Y	Y
3	Adcamp, Inc.	08034-MC	Traveler's Casualty and Surety	$ 3,421,003.50	Y	Y	Y
4	Dickerson & Bowen Construction	00012-MC	Traveler's Casualty and Surety	$ 2,966,247.80	Y	Y	Y

City of Jackson
Jackson, Mississippi

COJ-RS-01

26-May-2026

			LOW BIDDER OVER/UNDER		Preliminary		***Low Bid*** 2,394,088.980 APAC - Mississippi, Inc.	
			Unit	Total	Unit	Extended	Federal Insurance Company	
ROADWAY								
S-200-A	Mobilization	1.000 LS	$ 50,000.00	$ 50,000.00	150,000.0000	150,000.00	100,000.0000	100,000.00
S-202-C	Removal of Curb and Gutter (All Type)	375.000 LF	$ 5.50	$ 2,062.50	50.0000	18,750.00	44.5000	16,687.50
S-203-A	Unclassified Excavation	160.000 CY	$ (147.00)	$ (23,520.00)	25.0000	4,000.00	172.0000	27,520.00
S-403-A	19 MM, ST, Asphalt Pavement	280.000 TON	$ (32.70)	$ (9,156.00)	150.0000	42,000.00	182.7000	51,156.00
S-403-A	9.5 MM, MT, Asphalt Pavement	12224.000 TON	$ (29.00)	$ (354,496.00)	100.0000	1,222,400.00	129.0000	1,576,896.00
S-403-B	12.5-MM, ST, Asphalt Pavement, Leveling	1073.000 TON	$ (9.00)	$ (9,657.00)	125.0000	134,125.00	134.0000	143,782.00
S-406-A	Cold Milling of Bituminous Pavement, All Depths	101024.000 SY	$ 2.73	$ 275,795.52	5.0000	505,120.00	2.2700	229,324.48
S-609-D	Combination Curb and Gutter	375.000 LF	$ (18.00)	$ (6,750.00)	50.0000	18,750.00	68.0000	25,500.00
S-613-E	Adjustment of Manholes	59.000 Each	$ (150.00)	$ (8,850.00)	500.0000	29,500.00	650.0000	38,350.00
S-613-E	Adjustment of Valves	26.000 Each	$ 313.00	$ 8,138.00	500.0000	13,000.00	187.0000	4,862.00
S-618-A	Maintenance Of Traffic	1.000 LS	$ 40,000.00	$ 40,000.00	150,000.0000	150,000.00	110,000.0000	110,000.00
S-618-B	Additional Construction Signs	0.000 SF	$ (10.00)	$ -	0.0000	0.00	10.0000	0.00
S-621-A	4" Wide Thermoplastic Traffic Stripe Skip White	1.000 Mile	$ (3,000.00)	$ (3,000.00)	2,500.0000	2,500.00	5,500.0000	5,500.00
S-621-C	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mils)	2.000 Mile	$ (6,000.00)	$ (12,000.00)	2,500.0000	5,000.00	8,500.0000	17,000.00
S-621-E-1	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mils)	14890.000 LF	$ (0.25)	$ (3,722.50)	1.2500	18,612.50	1.5000	22,335.00
S-621-H-1	Thermoplastic Legend	1720.000 LF	$ 4.00	$ 6,880.00	10.0000	17,200.00	6.0000	10,320.00
S-621-H-2	Thermoplastic Legend	653.000 SF	$ (2.00)	$ (1,306.00)	10.0000	6,530.00	12.0000	7,836.00
S-627-J	Two-Way Yellow Reflective High Performance Raised Markers	468.000 Each	$ (10.00)	$ (4,680.00)	5.0000	2,340.00	15.0000	7,020.00
TOTAL BID				-54,261.48		2,339,827.50		2,394,088.98
DIFFERENCE								0.00

PERCENTAGE OVER\(UNDER):

2.32%

Approved:

George Ford, P.E., Project Engineer

City of Jackson
Jackson, Mississippi

COJ-RS-01

26-May-2026

				2,664,761.70 AJ Construction, Inc. Traveler's Casualty and Surety Company of America		2,966,247.80 Dickerson & Bowen Construction Co., Inc. Traveler's Casualty and Surety Company of America		3,421,003.50 Adcamp, Inc. Traveler's Casualty and Surety Company of America	
ROADWAY									
S-200-A	Mobilization	1.000	LS	102,083.4400	102,083.44	200,000.0000	200,000.00	300,000.0000	300,000.00
S-202-C	Removal of Curb and Gutter (All Type)	375.000	LF	44.5000	16,687.50	47.4500	17,793.75	44.5000	16,687.50
S-203-A	Unclassified Excavation	160.000	CY	172.0000	27,520.00	183.3900	29,342.40	172.0000	27,520.00
S-403-A	19 MM, ST, Asphalt Pavement	280.000	TON	187.8500	52,598.00	195.0000	54,600.00	275.0000	77,000.00
S-403-A	9.5 MM, MT, Asphalt Pavement	12224.000	TON	129.5200	1,584,474.88	140.0000	1,711,360.00	165.0000	2,016,960.00
S-403-B	12.5-MM, ST, Asphalt Pavement, Leveling	1073.000	TON	131.9600	141,593.08	145.0000	155,585.00	185.0000	198,505.00
S-406-A	Cold Milling of Bituminous Pavement, All Depths	101024.000	SY	3.4500	348,532.80	5.7500	580,888.00	5.0000	505,120.00
S-609-D	Combination Curb and Gutter	375.000	LF	71.0600	26,647.50	72.5000	27,187.50	68.0000	25,500.00
S-613-E	Adjustment of Manholes	59.000	Each	1,881.0000	110,979.00	468.6900	27,652.71	450.0000	26,550.00
S-613-E	Adjustment of Valves	26.000	Each	627.0000	16,302.00	276.2100	7,181.46	275.0000	7,150.00
S-618-A	Maintenance Of Traffic	1.000	LS	167,332.5000	167,332.50	80,000.0000	80,000.00	150,000.0000	150,000.00
S-618-B	Additional Construction Signs	0.000	SF	0.0000	0.00	10.0000	0.00	10.0000	0.00
S-621-A	4" Wide Thermoplastic Traffic Stripe Skip White	1.000	Mile	5,500.0000	5,500.00	5,864.1700	5,864.17	5,500.0000	5,500.00
S-621-C	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mils)	2.000	Mile	8,500.0000	17,000.00	9,062.8100	18,125.62	8,500.0000	17,000.00
S-621-E-1	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mils)	14890.000	LF	1.5000	22,335.00	1.6000	23,824.00	1.5000	22,335.00
S-621-H-1	Thermoplastic Legend	1720.000	LF	6.0000	10,320.00	6.4000	11,008.00	6.0000	10,320.00
S-621-H-2	Thermoplastic Legend	653.000	SF	12.0000	7,836.00	12.7900	8,351.87	12.0000	7,836.00
S-627-J	Two-Way Yellow Reflective High Performance Raised Markers	468.000	Each	15.0000	7,020.00	15.9900	7,483.32	15.0000	7,020.00
TOTAL BID					2,664,761.70		2,966,247.80		3,421,003.50
DIFFERENCE					0.00		0.00		0.00
PERCENTAGE OVER\ (UNDER) :					13.89%		26.77%		46.21%

Approved:

George Ford, P.E., Project Engineer

44

OFFICE OF THE CITY CLERK

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.

Agenda Item# 44
July 14, 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
APR 22 2026

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF ADCAMP, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-02** is legally sufficient for placement in NOVUS Agenda.

Sondra O Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

4/22/26
DATE

Terry Williamson, *Legal Counsel* TW

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 18, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF ADCAMP, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-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	5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	**Who will be affected**	Motorists using the resurfaced roads
4.	**Benefits**	Will provide a smoother, safer driving surface
5.	**Schedule (beginning date)**	Upon approval, the contract will be provided to the contractor to sign, and a notice to proceed will be issued upon obtaining all signatures
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Various locations throughout the City
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$4,316,186.85
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Infrastructure Modernization Tax Fund Bonds

Revised 2-04

Department of Public Works

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

John Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: June 18, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with Adcamp, Inc.

This project, funded through the Infrastructure Modernization Tax Fund Bonds, will repair and resurface various roadways in the City.

The City advertised for sealed competitive bids and received four bids on May 26, 2026. The bid received from Adcamp, Inc. was the lowest responsive, responsible bid received. It is the recommendation of this office that the bid be accepted.

If you have any questions or comments, please do not hesitate to call me.

Bid Opening

City of Jackson, Mississippi

Bid Tabulation COJ-RS-02 Road Resurfacing

Owner: City of Jackson, Mississippi
5/26/2026
Bid Opening Time: 3:30 PM
Construction Cost Estimate $3,746,625.00

	Bidder (Contractor)	Certificate of Responsibility No.	Bid Bonding Company	Base Bid	Non-Collusion Affidavit?	Acknowledged Addenum No.1	Acknowledged Addenum No. 2
1	AJ Construction, Inc.	06569-MC	Traveler's Casualty and Surety Company of America	$ 4,850,092.43	Y	Y	Y
2	APAC - Mississippi, Inc.	00095-MC	Federal Insurance Company	$ 6,585,894.90	Y	Y	Y
3	Adcamp, Inc.	08034-MC	Traveler's Casualty and Surety Company of America	$ 4,316,186.85	Y	Y	Y
4	Dickerson & Bowen Construction Co., Inc.	00012-MC	Traveler's Casualty and Surety Company of America	$ 5,464,000.73	Y	Y	Y

City of Jackson
Jackson, Mississippi

COJ-RS-02

26-May-2026

				LOW BIDDER OVER/UNDER		Preliminary		***Low Bid***	
				Unit	Total	Unit	Extended	4,316,186.850 Adcamp, Inc.	
ROADWAY								Traveler's Casualty and Surety Company of America	
S-200-A	Mobilization	1.000	LS	$ -	$ -	150,000.0000	150,000.00	150,000.0000	150,000.00
S-202-C	Removal of Curb and Gutter (All Type)	1344.000	LF	$ 13.00	$ 17,472.00	50.0000	67,200.00	37.0000	49,728.00
S-202-D	Removal of Sidewalk (All Type)	20.000	SY	$ (71.00)	$ (1,420.00)	50.0000	1,000.00	121.0000	2,420.00
S-203-A	Unclassified Excavation	250.000	CY	$ (147.00)	$ (36,750.00)	25.0000	6,250.00	172.0000	43,000.00
S-403-A	19 MM, ST, Asphalt Pavement	363.000	TON	$ (40.00)	$ (14,520.00)	150.0000	54,450.00	190.0000	68,970.00
S-403-A	9.5 MM, MT, Asphalt Pavement	21642.000	TON	$ (32.50)	$ (703,365.00)	100.0000	2,164,200.00	132.5000	2,867,565.00
S-403-B	12.5-MM, ST, Asphalt Pavement, Leveling	202.000	TON	$ (30.00)	$ (6,060.00)	125.0000	25,250.00	155.0000	31,310.00
S-406-A	Cold Milling of Bituminous Pavement, All Depths	158987.000	SY	$ 0.45	$ 71,544.15	5.0000	794,935.00	4.5500	723,390.85
S-608-A	Concrete Sidewalk	20.000	SY	$ (112.50)	$ (2,250.00)	65.0000	1,300.00	177.5000	3,550.00
S-609-D	Combination Curb and Gutter	1344.000	LF	$ (10.00)	$ (13,440.00)	50.0000	67,200.00	60.0000	80,640.00
S-613-E	Adjustment of Manholes	231.000	Each	$ 115.00	$ 26,565.00	500.0000	115,500.00	385.0000	88,935.00
S-613-E	Adjustment of Valves	62.000	Each	$ 340.00	$ 21,080.00	500.0000	31,000.00	160.0000	9,920.00
S-618-A	Maintenance Of Traffic	1.000	LS	$ 75,000.00	$ 75,000.00	150,000.0000	150,000.00	75,000.0000	75,000.00
S-618-B	Additional Construction Signs	0.000	SF	$ (10.00)	$ -	0.0000	0.00	10.0000	0.00
S-621-A	6" Wide Thermoplastic Traffic Stripe Skip White	6.000	Mile	$ (1,450.00)	$ (8,700.00)	2,500.0000	15,000.00	3,950.0000	23,700.00
S-621-C	6" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mils)	6.000	Mile	$ (4,000.00)	$ (24,000.00)	2,500.0000	15,000.00	6,500.0000	39,000.00
S-621-E-1	6" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mils)	26400.000	LF	$ (0.05)	$ (1,320.00)	1.2500	33,000.00	1.3000	34,320.00
S-621-H-1	Thermoplastic Legend (White)	4580.000	LF	$ 7.90	$ 36,182.00	10.0000	45,800.00	2.1000	9,618.00
S-621-H-2	Thermoplastic Legend (White)	675.000	SF	$ -	$ -	10.0000	6,750.00	10.0000	6,750.00
S-627-J	Two-Way Yellow Reflective High Performance Raised Markers	558.000	Each	$ (10.00)	$ (5,580.00)	5.0000	2,790.00	15.0000	8,370.00
TOTAL BID					-569,561.85		3,746,625.00		4,316,186.85
DIFFERENCE									0.00
PERCENTAGE OVER\(UNDER):									15.20%

Approved:

George Ford, P.E., Project Engineer

City of Jackson
Jackson, Mississippi

COJ-RS-02

26-May-2026

				4,850,092.43 AJ Construction, Inc. Traveler's Casualty and Surety Company of America		5,464,000.73 Dickerson & Bowen Construction Co., Inc. Traveler's Casualty and Surety Company of America		6,585,894.90 APAC - Mississippi, Inc. Federal Insurance Company	
ROADWAY									
S-200-A	Mobilization	1.000	LS	87,153.0000	87,153.00	350,000.0000	350,000.00	525,000.0000	525,000.00
S-202-C	Removal of Curb and Gutter (All Type)	1344.000	LF	37.0000	49,728.00	40.0900	53,880.96	37.0000	49,728.00
S-202-D	Removal of Sidewalk (All Type)	20.000	SY	121.0000	2,420.00	131.1200	2,622.40	121.0000	2,420.00
S-203-A	Unclassified Excavation	250.000	CY	172.0000	43,000.00	186.3800	46,595.00	172.0000	43,000.00
S-403-A	19 MM, ST, Asphalt Pavement	363.000	TON	168.0000	60,984.00	195.5000	70,966.50	176.3000	63,996.90
S-403-A	9.5 MM, MT, Asphalt Pavement	21642.000	TON	128.4500	2,779,914.90	160.0000	3,462,720.00	180.0000	3,895,560.00
S-403-B	12.5-MM, ST, Asphalt Pavement, Leveling	202.000	TON	160.0500	32,330.10	185.0000	37,370.00	200.0000	40,400.00
S-406-A	Cold Milling of Bituminous Pavement, All Depths	158987.000	SY	4.7700	758,367.99	6.0000	953,922.00	6.0000	953,922.00
S-608-A	Concrete Sidewalk	20.000	SY	185.4900	3,709.80	192.3400	3,846.80	177.5000	3,550.00
S-609-D	Combination Curb and Gutter	1344.000	LF	62.7000	84,268.80	65.0200	87,386.88	60.0000	80,640.00
S-613-E	Adjustment of Manholes	231.000	Each	1,881.0000	434,511.00	515.4900	119,078.19	1,200.0000	277,200.00
S-613-E	Adjustment of Valves	62.000	Each	627.0000	38,874.00	300.3000	18,618.60	60.0000	3,720.00
S-618-A	Maintenance Of Traffic	1.000	LS	353,072.8400	353,072.84	125,000.0000	125,000.00	525,000.0000	525,000.00
S-618-B	Additional Construction Signs	0.000	SF	0.0000	0.00	10.0000	0.00	10.0000	0.00
S-621-A	6" Wide Thermoplastic Traffic Stripe Skip White	6.000	Mile	3,950.0000	23,700.00	4,280.2700	25,681.62	3,950.0000	23,700.00
S-621-C	6" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mils)	6.000	Mile	6,500.0000	39,000.00	7,043.4800	42,260.88	6,500.0000	39,000.00
S-621-E-1	6" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mils)	26400.000	LF	1.3000	34,320.00	1.4100	37,224.00	1.3000	34,320.00
S-621-H-1	Thermoplastic Legend (White)	4580.000	LF	2.1000	9,618.00	2.2800	10,442.40	2.1000	9,618.00
S-621-H-2	Thermoplastic Legend (White)	675.000	SF	10.0000	6,750.00	10.8400	7,317.00	10.0000	6,750.00
S-627-J	Two-Way Yellow Reflective High Performance Raised Markers	558.000	Each	15.0000	8,370.00	16.2500	9,067.50	15.0000	8,370.00
TOTAL BID					4,850,092.43		5,464,000.73		6,585,894.90
DIFFERENCE					0.00		0.00		0.00
PERCENTAGE OVER\(UNDER):					29.45%		45.84%		75.78%

Approved:

George For[illegible] P.E., Project Engineer

45

OFFICE OF THE CITY CLERK, JFK
6/5/26
2026

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.

Agenda Item# 45
July 14, 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
RECEIVED
2026

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF AJ CONSTRUCTION, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-03** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

6/22/26
DATE

Terry Williamson, *Legal Counsel* TW

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 18, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF AJ CONSTRUCTION, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-03**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	**Who will be affected**	Motorists using the resurfaced roads
4.	**Benefits**	Will provide a smoother, safer driving surface
5.	**Schedule (beginning date)**	Upon approval, the contract will be provided to the contractor to sign, and a notice to proceed will be issued upon obtaining all signatures
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Various locations throughout the City
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐ ▪	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$2,049,399.70
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Infrastructure Modernization Tax Fund Bonds

Revised 2-04

Department of Public Works

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

John Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: June 18, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with AJ Construction, Inc.

This project, funded through the Infrastructure Modernization Tax Fund Bonds, will repair and resurface various roadways in the City.

The City advertised for sealed competitive bids and received four bids on May 26, 2026. The bid received from AJ Construction, Inc. was the lowest responsive, responsible bid received. It is the recommendation of this office that the bid be accepted.

If you have any questions or comments, please do not hesitate to call me.

Bid Opening

City of Jackson, Mississippi

Bid Tabulation COJ-RS-03 Road Resurfacing

Owner: City of Jackson, Mississippi
5/26/2026
Bid Opening Time: 3:30 PM
Construction Cost Estimate $1,793,545

	Bidder (Contractor)	Certificate of Responsibility No.	Bid Bonding Company	Base Bid	Non-Collusion Affidavit?	Acknowledged Addenum No.1	Acknowledged Addenum No. 2
1	AJ Construction, Inc.	16569-MC	Traveler's Casualty and Surety Company of America	$ 2,049,399.70	Y	Y	Y
2	APAC - Mississippi, Inc.	00095-MC	Federal Insurance Company	$ 2,863,799.95	Y	Y	Y
3	Adcamp, Inc.	08034-MC	Traveler's Casualty and Surety Company of America	$ 2,503,153.25	Y	Y	Y
4	Dickerson & Bowen Construction Co., Inc.	00012-MC	Traveler's Casualty and Surety Company of America	$ 2,544,156.26	Y	Y	Y

City of Jackson
Jackson, Mississippi

COJ-RS-03

26-May-2026

			LOW BIDDER OVER/UNDER		Preliminary		***Low Bid*** 2,049,399.700 AJ Construction, Inc.	
			Unit	Total	Unit	Extended	Traveler's Casualty and Surety Company of America	
ROADWAY								
S-200-A	Mobilization	1.000 LS	$ 65,547.67	$ 65,547.67	150,000.0000	150,000.00	84,452.3300	84,452.33
S-202-C	Removal of Curb and Gutter (All Type)	100.000 LF	$ (25.00)	$ (2,500.00)	50.0000	5,000.00	75.0000	7,500.00
S-403-A	9.5 MM, MT, Asphalt Pavement	9597.000 CY	$ (34.30)	$ (329,177.10)	100.0000	959,700.00	134.3000	1,288,877.10
S-403-B	12.5-MM, ST, Asphalt Pavement, Leveling	213.000 TON	$ (36.96)	$ (7,872.48)	125.0000	26,625.00	161.9600	34,497.48
S-406-A	Cold Milling of Bituminous Pavement, All Depths	79317.000 TON	$ 0.49	$ 38,865.33	5.0000	396,585.00	4.5100	357,719.67
S-609-D	Combination Curb and Gutter	250.000 TON	$ (44.05)	$ (11,012.50)	50.0000	12,500.00	94.0500	23,512.50
S-613-E	Adjustment of Manholes	74.000 SY	$ (1,381.00)	$ (102,194.00)	500.0000	37,000.00	1,881.0000	139,194.00
S-613-E	Adjustment of Valves	18.000 LF	$ (127.00)	$ (2,286.00)	500.0000	9,000.00	627.0000	11,286.00
S-618-A	Maintenance Of Traffic	1.000 Each	$ 97,750.00	$ 97,750.00	150,000.0000	150,000.00	52,250.0000	52,250.00
S-618-B	Additional Construction Signs	0.000 Each	$ -	$ -	0.0000	0.00	0.0000	0.00
S-621-C	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mils)	2.400 LS	$ (7,000.00)	$ (16,800.00)	2,500.0000	6,000.00	9,500.0000	22,800.00
S-621-E-1	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mils)	12672.000 SF	$ (0.60)	$ (7,603.20)	1.2500	15,840.00	1.8500	23,443.20
S-621-H-1	Thermoplastic Legend (White)	2220.000 Mile	$ 4.00	$ 8,880.00	10.0000	22,200.00	6.0000	13,320.00
S-621-H-2	Thermoplastic Legend (White)	230.000 Mile	$ (2.00)	$ (460.00)	10.0000	2,300.00	12.0000	2,760.00
S-627-J	Two-Way Yellow Reflective High Performance Raised Markers	159.000 LF	$ (10.00)	$ (1,590.00)	5.0000	795.00	15.0000	2,385.00
TOTAL BID				-270,452.28		1,793,545.00		2,063,997.28
DIFFERENCE								14,597.58
PERCENTAGE OVER\(UNDER):								15.08%

Approved:

George Ford, P.E., Project Engineer

City of Jackson
Jackson, Mississippi

COJ-RS-03

26-May-2026

				2,503,153.25 Adcamp, Inc. Traveler's Casualty and Surety Company of America		2,544,156.26 Dickerson & Bowen Construction Co., Inc. Traveler's Casualty and Surety Company of America		2,863,799.95 APAC - Mississippi, Inc. Federal Insurance Company	
ROADWAY									
S-200-A	Mobilization	1.000	LS	230,000.0000	230,000.00	200,000.0000	200,000.00	300,000.0000	300,000.00
S-202-C	Removal of Curb and Gutter (All Type)	100.000	LF	55.5000	5,550.00	60.1600	6,016.00	55.5000	5,550.00
S-403-A	9.5 MM, MT, Asphalt Pavement	9597.000	CY	165.0000	1,583,505.00	155.0000	1,487,535.00	180.0000	1,727,460.00
S-403-B	12.5-MM, ST, Asphalt Pavement, Leveling	213.000	TON	190.0000	40,470.00	180.0000	38,340.00	200.0000	42,600.00
S-406-A	Cold Milling of Bituminous Pavement, All Depths	79317.000	TON	5.1500	408,482.55	7.5000	594,877.50	5.2500	416,414.25
S-609-D	Combination Curb and Gutter	250.000	TON	68.7500	17,187.50	74.5200	18,630.00	68.7500	17,187.50
S-613-E	Adjustment of Manholes	74.000	SY	450.0000	33,300.00	515.6600	38,158.84	1,200.0000	88,800.00
S-613-E	Adjustment of Valves	18.000	LF	275.0000	4,950.00	300.3900	5,407.02	60.0000	1,080.00
S-618-A	Maintenance Of Traffic	1.000	Each	115,000.0000	115,000.00	85,000.0000	85,000.00	200,000.0000	200,000.00
S-618-B	Additional Construction Signs	0.000	Each	10.0000	0.00	10.0000	0.00	10.0000	0.00
S-621-C	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mils)	2.400	LS	9,500.0000	22,800.00	10,297.3100	24,713.54	9,500.0000	22,800.00
S-621-E-1	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mils)	12672.000	SF	1.8500	23,443.20	2.0100	25,470.72	1.8500	23,443.20
S-621-H-1	Thermoplastic Legend (White)	2220.000	Mile	6.0000	13,320.00	6.5000	14,430.00	6.0000	13,320.00
S-621-H-2	Thermoplastic Legend (White)	230.000	Mile	12.0000	2,760.00	13.0100	2,992.30	12.0000	2,760.00
S-627-J	Two-Way Yellow Reflective High Performance Raised Markers	159.000	LF	15.0000	2,385.00	16.2600	2,585.34	15.0000	2,385.00
TOTAL BID					2,503,153.25		2,544,156.26		2,863,799.95
DIFFERENCE					0.00		0.00		0.00
PERCENTAGE OVER\(UNDER):					39.56%		41.85%		59.67%

Approved:

George Ford, P.E., Project Engineer

46

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.

Agenda Item# 46
July 14, 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
JUN 29 2026

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF ADCAMP, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-04** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

6/29/26
DATE

Terry Williamson, *Legal Counsel*

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 18, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF ADCAMP, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-04**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	**Who will be affected**	Motorists using the resurfaced roads
4.	**Benefits**	Will provide a smoother, safer driving surface
5.	**Schedule (beginning date)**	Upon approval, the contract will be provided to the contractor to sign, and a notice to proceed will be issued upon obtaining all signatures
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Various locations throughout the City
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐ ▪	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$5,490,249.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Infrastructure Modernization Tax Fund Bonds

Revised 2-04

Department of Public Works

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

John Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: June 18, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with Adcamp, Inc.

This project, funded through the Infrastructure Modernization Tax Fund Bonds, will repair and resurface various roadways in the City.

The City advertised for sealed competitive bids and received four bids on May 26, 2026. The bid received from Adcamp, Inc. was the lowest responsive, responsible bid received. It is the recommendation of this office that the bid be accepted.

If you have any questions or comments, please do not hesitate to call me.

Bid Opening

City of Jackson, Mississippi

Bid Tabulation COJ-RS-04 Road Resurfacing

Owner: City of Jackson, Mississippi
5/26/2026
Bid Opening Time: 3:30 PM
Construction Cost Estimate $1,793,545

	Bidder (Contractor)	Certificate of Responsibility No.	Bid Bonding Company	Base Bid	Non-Collusion Affidavit?	Acknowledged Addenum No.1	Acknowledged Addenum No. 2
1	AJ Construction, Inc.	06569-MC	Traveler's Casualty and Surety Company of America	$ 5,874,097.81	Y	Y	Y
2	APAC - Mississippi, Inc.	00095-MC	Federal Insurance Company	$ 8,397,414.75	Y	Y	Y
3	Adcamp, Inc.	08034-MC	Traveler's Casualty and Surety	$ 5,490,249.00	Y	Y	Y
4	Dickerson & Bowen Construction	00012-MC	Traveler's Casualty and Surety	$ 7,154,570.36	Y	Y	Y

City of Jackson
Jackson, Mississippi

COJ-RS-04

26-May-2026

			LOW BIDDER OVER/UNDER		Preliminary		***Low Bid***	
			Unit	Total	Unit	Extended	5,490,249.000 Adcamp, Inc. Traveler's Casualty and Surety Company of America	
ROADWAY								
S-200-A	Mobilization	1.000 LS	$ -	$ -	200,000.0000	200,000.00	200,000.0000	200,000.00
S-202-C	Removal of Curb and Gutter (All Type)	960.000 LF	$ 9.50	$ 9,120.00	50.0000	48,000.00	40.5000	38,880.00
S-203-A	Unclassified Excavation	140.000 CY	$ (145.50)	$ (20,370.00)	25.0000	3,500.00	170.5000	23,870.00
S-403-A	19 MM, ST, Asphalt Pavement	50.000 TON	$ (85.00)	$ (4,250.00)	150.0000	7,500.00	235.0000	11,750.00
S-403-A	9.5 MM, MT, Asphalt Pavement	28892.000 TON	$ (32.50)	$ (938,990.00)	100.0000	2,889,200.00	132.5000	3,828,190.00
S-403-B	12.5-MM, ST, Asphalt Pavement, Leveling	252.000 TON	$ (21.00)	$ (5,292.00)	125.0000	31,500.00	146.0000	36,792.00
S-406-A	Cold Milling of Bituminous Pavement, All Depths	238773.000 SY	$ 1.00	$ 238,773.00	5.0000	1,193,865.00	4.0000	955,092.00
S-609-D	Combination Curb and Gutter	960.000 LF	$ (14.25)	$ (13,680.00)	50.0000	48,000.00	64.2500	61,680.00
S-613-E	Adjustment of Manholes	247.000 Each	$ 115.00	$ 28,405.00	500.0000	123,500.00	385.0000	95,095.00
S-613-E	Adjustment of Valves	68.000 Each	$ 340.00	$ 23,120.00	500.0000	34,000.00	160.0000	10,880.00
S-618-A	Maintenance Of Traffic	1.000 LS	$ -	$ -	150,000.0000	150,000.00	150,000.0000	150,000.00
S-618-B	Additional Construction Signs	0.000 SF	$ (10.00)	$ -	0.0000	0.00	10.0000	0.00
S-621-C	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mils)	2.200 Mile	$ (10,200.00)	$ (22,440.00)	2,500.0000	5,500.00	12,700.0000	27,940.00
S-621-E-1	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mils)	11616.000 Mile	$ (1.25)	$ (14,520.00)	1.2500	14,520.00	2.5000	29,040.00
S-621-H-1	Thermoplastic Legend (White)	3600.000			10.0000	36,000.00	4.0000	14,400.00
S-627-J	Two-Way Yellow Reflective High Performance Raised Markers	332.000 LF	$ (15.00)	$ (4,980.00)	5.0000	1,660.00	20.0000	6,640.00
TOTAL BID				-725,104.00		4,786,745.00		5,490,249.00
DIFFERENCE								0.00
PERCENTAGE OVER\(UNDER):								14.70%

Approved:

George Ford, P.E., Project Engineer

City of Jackson
Jackson, Mississippi

COJ-RS-04

26-May-2026

				5,874,097.81 AJ Construction, Inc. Traveler's Casualty and Surety Company of America		7,154,570.36 Dickerson & Bowen Construction Co., Inc. Traveler's Casualty and Surety Company of America		8,397,414.75 APAC - Mississippi, Inc. Federal Insurance Company	
ROADWAY									
S-200-A	Mobilization	1.000	LS	125,439.1900	125,439.19	275,000.0000	275,000.00	600,000.0000	600,000.00
S-202-C	Removal of Curb and Gutter (All Type)	960.000	LF	40.5000	38,880.00	43.9100	42,153.60	40.5000	38,880.00
S-203-A	Unclassified Excavation	140.000	CY	170.5000	23,870.00	184.8500	25,879.00	170.5000	23,870.00
S-403-A	19 MM, ST, Asphalt Pavement	50.000	TON	218.8600	10,943.00	250.0000	12,500.00	225.0000	11,250.00
S-403-A	9.5 MM, MT, Asphalt Pavement	28892.000	TON	128.4500	3,711,177.40	153.0000	4,420,476.00	185.0000	5,345,020.00
S-403-B	12.5-MM, ST, Asphalt Pavement, Leveling	252.000	TON	148.3500	37,384.20	175.0000	44,100.00	210.0000	52,920.00
S-406-A	Cold Milling of Bituminous Pavement, All Depths	238773.000	SY	4.1600	993,295.68	8.0000	1,910,184.00	5.7500	1,372,944.75
S-609-D	Combination Curb and Gutter	960.000	LF	67.1400	64,454.40	69.6600	66,873.60	64.2500	61,680.00
S-613-E	Adjustment of Manholes	247.000	Each	1,881.0000	464,607.00	515.7200	127,382.84	1,250.0000	308,750.00
S-613-E	Adjustment of Valves	68.000	Each	627.0000	42,636.00	300.4300	20,429.24	60.0000	4,080.00
S-618-A	Maintenance Of Traffic	1.000	LS	283,390.9400	283,390.94	125,000.0000	125,000.00	500,000.0000	500,000.00
S-618-B	Additional Construction Signs	0.000	SF	0.0000	0.00	10.0000	0.00	10.0000	0.00
S-621-C	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mils)	2.200	Mile	12,700.0000	27,940.00	13,768.6200	30,290.96	12,700.0000	27,940.00
S-621-E-1	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mils)	11616.000	Mile	2.5000	29,040.00	2.7100	31,479.36	2.5000	29,040.00
S-621-H-1	Thermoplastic Legend (White)	3600.000		4.0000	14,400.00	4.3400	15,624.00	4.0000	14,400.00
S-627-J	Two-Way Yellow Reflective High Performance Raised Markers	332.000	LF	20.0000	6,640.00	21.6800	7,197.76	20.0000	6,640.00
TOTAL BID					5,874,097.81		7,154,570.36		8,397,414.75
DIFFERENCE					0.00		0.00		0.00
PERCENTAGE OVER\(UNDER):					22.72%		49.87%		75.43%

Approved:

George Ford, P.E., Project Engineer

47

ORDER ACCEPTING THE BID OF JOE MCGEE CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-05

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

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

WHEREAS, the bid of Joe McGee Construction Company, Inc., in the amount of $2,221,396.55, was the lowest responsive, responsible bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Joe McGee Construction Company, Inc., in the amount of $2,221,396.55, for City Project COJ-RS-05 to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Joe McGee Construction Company, Inc., in the amount of $2,221,396.55, for City Project COJ-RS-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 Joe McGee Construction Company, Inc. for City Project COJ-RS-05 consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk.

Agenda Item # 47
July 14, 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

This **ORDER ACCEPTING THE BID OF JOE MCGEE CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-05** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

6/22/26
DATE

Terry Williamson, *Legal Counsel* TSW

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 18, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF JOE MCGEE CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-05**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	**Who will be affected**	Motorists using the resurfaced roads
4.	**Benefits**	Will provide a smoother, safer driving surface
5.	**Schedule (beginning date)**	Upon approval, the contract will be provided to the contractor to sign, and a notice to proceed will be issued upon obtaining all signatures
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Various locations throughout the City
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐ ▪	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$2,221,396.55
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Infrastructure Modernization Tax Fund Bonds

Revised 2-04

Department of Public Works

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

John Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: June 18, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with Joe McGee Construction Company, Inc.

This project, funded through the Infrastructure Modernization Tax Fund Bonds, will repair and resurface various roadways in the City.

The City advertised for sealed competitive bids and received six bids on May 26, 2026. The bid received from Joe McGee Construction Company, Inc. was the lowest responsive, responsible bid received. It is the recommendation of this office that the bid be accepted.

If you have any questions or comments, please do not hesitate to call me.

Bid Opening

City of Jackson, Mississippi

Bid Tabulation COJ-RS-05 Road Resurfacing

Owner: City of Jackson, Mississippi
5/26/2026
Bid Opening Time: 3:30 PM
Construction Cost Estimate $1,988,770

	Bidder (Contractor)	Certificate of Responsibility No.	Bid Bonding Company	Base Bid	Non-Collusion Affidavit?	Acknowledged Addenum No.1	No. 2	No. 3
1	AJ Construction, Inc.	06569-MC	Traveler's Casualty and Surety Company of America	$ 2,420,966.57	Y	Y	Y	Y
2	APAC - Mississippi, Inc.	00095-MC	Federal Insurance Company	$ 2,416,877.50	Y	Y	Y	Y
3	Adcamp, Inc.	08034-MC	Traveler's Casualty and Surety Company of America	$ 3,041,650.60	Y	Y	Y	Y
4	Dickerson & Bowen Construction Co., Inc.	00012-MC	Traveler's Casualty and Surety Company of America	$ 2,740,570.49	Y	Y	Y	Y
5	Joe McGee Construction Company, Inc.	007743-MC	Hanover Insurance Company	$ 2,221,396.55	Y	Y	Y	Y
6	Two Oaks Construction LLC	25651-SC	Developers Surety and Indemnity Company	$ 4,034,426.19	Y	Y	Y	Y

City of Jackson
Jackson, Mississippi

COJ-RS-05

26-May-2026

		LOW BIDDER OVER/UNDER			Preliminary		***Low Bid***	
							2,221,396.550	
							Joe McGee Construction Company, Inc.	
							Hanover Insurance Company	
		Unit	Total		Unit	Extended		
ROADWAY								
S-200-A	Mobilization	1.000 LS	$ 50,000.00	$ 50,000.00	150,000.0000	150,000.00	100,000.0000	100,000.00
S-203-A	Unclassified Excavation (FM)	200.000 LF	$ (62.00)	$ (12,400.00)	25.0000	5,000.00	87.0000	17,400.00
S-304-C	Granular Material (Class 5 Group C)	4048.000 CY	$ (9.00)	$ (36,432.00)	30.0000	121,440.00	39.0000	157,872.00
S-403-A	19 MM, ST, Asphalt Pavement	294.000 TON	$ (103.00)	$ (30,282.00)	150.0000	44,100.00	253.0000	74,382.00
S-403-A	9.5 MM, MT, Asphalt Pavement	12123.000 TON	$ (18.00)	$ (218,214.00)	100.0000	1,212,300.00	118.0000	1,430,514.00
S-403-B	12.5-MM, ST, Asphalt Pavement, Leveling	1225.000 TON	$ (13.00)	$ (15,925.00)	125.0000	153,125.00	138.0000	169,050.00
S-406-A	Cold Milling of Bituminous Pavement, All Depths	750.000 SY	$ (11.00)	$ (8,250.00)	5.0000	3,750.00	16.0000	12,000.00
S-613-E	Adjustment of Manholes	12.000 LF	$ 300.00	$ 3,600.00	500.0000	6,000.00	200.0000	2,400.00
S-613-E	Adjustment of Valves	11.000 Each	$ 428.00	$ 4,708.00	500.0000	5,500.00	72.0000	792.00
S-618-A	Maintenance Of Traffic	1.000 Each	$ 110,000.00	$ 110,000.00	150,000.0000	150,000.00	40,000.0000	40,000.00
S-618-B	Additional Construction Signs	0.000 LS	$ (10.00)	$ -	0.0000	0.00	10.0000	0.00
S-621-A	4" Wide Thermoplastic Traffic Stripe Skip White	0.000 SF	$ 2,500.00	$ -	2,500.0000	0.00	0.0000	0.00
S-621-C	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mils)	13.800 Mile	$ (4,350.00)	$ (60,030.00)	2,500.0000	34,500.00	6,850.0000	94,530.00
S-621-E-1	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mils)	72864.000 Mile	$ (0.20)	$ (14,572.80)	1.2500	91,080.00	1.4500	105,652.80
S-621-H-1	Thermoplastic Legend (White)	600.000	$ 4.40	$ 2,640.00	10.0000	6,000.00	5.6000	3,360.00
S-621-H-2	Thermoplastic Legend (White)	77.000	$ (12.50)	$ (962.50)	10.0000	770.00	22.5000	1,732.50
S-627-J	Two-Way Yellow Reflective High Performance Raised Markers	1041.000 LF	$ (5.25)	$ (5,506.25)	5.0000	5,205.00	11.2500	11,711.25
TOTAL BID				-232,626.55		1,988,770.00		2,221,396.55
DIFFERENCE								0.00
PERCENTAGE OVER\(UNDER):								12.70%

Approved:

George Ford, P.E., Project Engineer

City of Jackson
Jackson, Mississippi

COJ-RS-05

26-May-2026

				2,416,877.50 APAC - Mississippi, Inc. Federal Insurance Company		2,420,966.57 AJ Construction, Inc. Traveler's Casualty and Surety Company of America		2,740,570.49 Dickerson & Bowen Construction Co., Inc. Traveler's Casualty and Surety Company of America	
ROADWAY									
S-200-A	Mobilization	1.000	LS	94,000.0000	94,000.00	57,803.1300	57,803.13	170,000.0000	170,000.00
S-203-A	Unclassified Excavation (FM)	200.000	LF	170.0000	34,000.00	170.0000	34,000.00	189.9000	37,980.00
S-304-C	Granular Material (Class 5 Group C)	4048.000	CY	60.0000	242,880.00	48.1100	194,749.28	65.0000	263,120.00
S-403-A	19 MM, ST, Asphalt Pavement	294.000	TON	171.7000	50,479.80	156.7500	46,084.50	183.0000	53,802.00
S-403-A	9.5 MM, MT, Asphalt Pavement	12123.000	TON	127.5000	1,545,682.50	126.2700	1,530,771.21	140.0000	1,697,220.00
S-403-B	12.5-MM, ST, Asphalt Pavement, Leveling	1225.000	TON	131.0000	160,475.00	150.7500	184,668.75	140.0000	171,500.00
S-406-A	Cold Milling of Bituminous Pavement, All Depths	750.000	SY	17.0000	12,750.00	28.7400	21,555.00	75.0000	56,250.00
S-613-E	Adjustment of Manholes	12.000	LF	1,225.0000	14,700.00	1,881.0000	22,572.00	468.8700	5,626.44
S-613-E	Adjustment of Valves	11.000	Each	187.0000	2,057.00	627.0000	6,897.00	276.3300	3,039.63
S-618-A	Maintenance Of Traffic	1.000	Each	66,000.0000	66,000.00	128,012.5000	128,012.50	75,000.0000	75,000.00
S-618-B	Additional Construction Signs	0.000	LS	10.0000	0.00	0.0000	0.00	10.0000	0.00
S-621-A	4" Wide Thermoplastic Traffic Stripe Skip White	0.000	SF	0.0000	0.00	0.0000	0.00	4,000.0000	0.00
S-621-C	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mils)	13.800	Mile	6,100.0000	84,180.00	6,100.0000	84,180.00	6,507.4500	89,802.81
S-621-E-1	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mils)	72864.000	Mile	1.3000	94,723.20	1.3000	94,723.20	1.3900	101,280.96
S-621-H-1	Thermoplastic Legend (White)	600.000		5.0000	3,000.00	5.0000	3,000.00	5.3300	3,198.00
S-621-H-2	Thermoplastic Legend (White)	77.000		20.0000	1,540.00	20.0000	1,540.00	21.3400	1,643.18
S-627-J	Two-Way Yellow Reflective High Performance Raised Markers	1041.000	LF	10.0000	10,410.00	10.0000	10,410.00	10.6700	11,107.47
TOTAL BID					2,416,877.50		2,420,966.57		2,740,570.49
DIFFERENCE					0.00		0.00		0.00
PERCENTAGE OVER\(UNDER):					21.53%		21.73%		37.80%

Approved:

George Ford, P.E., Project Engineer

City of Jackson
Jackson, Mississippi

COJ-RS-05

26-May-2026

				3,041,650.60 Adcamp, Inc. Traveler's Casualty and Surety Company of America		4,034,426.19 Two Oaks Construction LLC Developers Surety and Indemnity Company	
ROADWAY							
S-200-A	Mobilization	1.000	LS	150,000.0000	150,000.00	122,958.0000	122,958.00
S-203-A	Unclassified Excavation (FM)	200.000	LF	170.0000	34,000.00	248.5000	49,700.00
S-304-C	Granular Material (Class 5 Group C)	4048.000	CY	133.8000	541,622.40	127.3000	515,310.40
S-403-A	19 MM, ST, Asphalt Pavement	294.000	TON	205.0000	60,270.00	263.9500	77,601.30
S-403-A	9.5 MM, MT, Asphalt Pavement	12123.000	TON	145.0000	1,757,835.00	201.5000	2,442,784.50
S-403-B	12.5-MM, ST, Asphalt Pavement, Leveling	1225.000	TON	165.0000	202,125.00	237.0000	290,325.00
S-406-A	Cold Milling of Bituminous Pavement, All Depths	750.000	SY	25.0000	18,750.00	86.9500	65,212.50
S-613-E	Adjustment of Manholes	12.000	LF	440.0000	5,280.00	2,180.0000	26,160.00
S-613-E	Adjustment of Valves	11.000	Each	265.0000	2,915.00	1,760.0000	19,360.00
S-618-A	Maintenance Of Traffic	1.000	Each	75,000.0000	75,000.00	97,290.0000	97,290.00
S-618-B	Additional Construction Signs	0.000	LS	10.0000	0.00	12.5000	0.00
S-621-A	4" Wide Thermoplastic Traffic Stripe Skip White	0.000	SF	4,000.0000	0.00	5,800.0000	0.00
S-621-C	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mils)	13.800	Mile	6,100.0000	84,180.00	10,100.0000	139,380.00
S-621-E-1	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mils)	72864.000	Mile	1.3000	94,723.20	2.2500	163,944.00
S-621-H-1	Thermoplastic Legend (White)	600.000		5.0000	3,000.00	8.3000	4,980.00
S-621-H-2	Thermoplastic Legend (White)	77.000		20.0000	1,540.00	34.0000	2,618.00
S-627-J	Two-Way Yellow Reflective High Performance Raised Markers	1041.000	LF	10.0000	10,410.00	16.2500	16,916.25
TOTAL BID					3,041,650.60		4,034,539.95
DIFFERENCE					0.00		113.76
PERCENTAGE OVER\(UNDER):					52.94%		102.87%

Approved:

George Ford, P.E., Project Engineer

48

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.

Agenda Item # 48
July 14, 2026
(Anderson, Horhn)

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39205-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF APAC-MISSISSIPPI, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-07** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

6/22/26
DATE

Terry Williamson, *Legal Counsel* TSW

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 18, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF APAC-MISSISSIPPI, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-07**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	**Who will be affected**	Motorists using the resurfaced roads
4.	**Benefits**	Will provide a smoother, safer driving surface
5.	**Schedule (beginning date)**	Upon approval, the contract will be provided to the contractor to sign, and a notice to proceed will be issued upon obtaining all signatures
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Various locations throughout the City
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐ ▪	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$3,775,608.51
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Infrastructure Modernization Tax Fund Bonds

Revised 2-04

Department of Public Works

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

John Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: June 18, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with APAC-Mississippi, Inc.

This project, funded through the Infrastructure Modernization Tax Fund Bonds, will repair and resurface various roadways in the City.

The City advertised for sealed competitive bids and received three bids on May 26, 2026. The bid received from APAC-Mississippi, Inc. was the lowest responsive, responsible bid received. It is the recommendation of this office that the bid be accepted.

If you have any questions or comments, please do not hesitate to call me.

Bid Opening **City of Jackson, Mississippi**

Bid Tabulation COJ-RS-07 Road Resurfacing

Owner: City of Jackson, Mississippi
5/26/2026
Bid Opening Time: 3:30 PM
Construction Cost Estimate $4,000,345

	Bidder (Contractor)	Certificate of Responsibility No.	Bid Bonding Company	Base Bid	Non-Collusion Affidavit?	Acknowledged Addenum No.1	Acknowledged Addenum No. 2
1	AJ Construction, Inc.	16569-MC	Traveler's Casualty and Surety Company of America	$ 4,138,027.21	Y	Y	Y
2	APAC - Mississippi, Inc.	00095-MC	Federal Insurance Company	$ 3,775,608.51	Y	Y	Y
3	Dickerson & Bowen Construction Co., Inc.	00012-MC	Traveler's Casualty and Surety Company of America	$ 4,378,513.06	Y	Y	Y

City of Jackson
Jackson, Mississippi

COJ-RS-07

26-May-2026

			LOW BIDDER OVER/UNDER		Preliminary		***Low Bid*** 3,775,608.510 APAC - Mississippi, Inc. Federal Insurance Company	
ROADWAY			Unit	Total	Unit	Extended		
S-200-A	Mobilization	1.000 LS	$ -	$ -	200,000.0000	200,000.00	200,000.0000	200,000.00
S-202-C	Removal of Curb and Gutter (All Type)	1665.000 LF	$ 10.00	$ 16,650.00	50.0000	83,250.00	40.0000	66,600.00
S-202-D	Removal of Sidewalk (All Type)	200.000 SY	$ 10.00	$ 2,000.00	50.0000	10,000.00	40.0000	8,000.00
S-203-A	Unclassified Excavation	200.000 CY	$ (190.00)	$ (38,000.00)	25.0000	5,000.00	215.0000	43,000.00
S-403-A	19 MM, ST, Asphalt Pavement	200.000 TON	$ (14.55)	$ (2,910.00)	150.0000	30,000.00	164.5500	32,910.00
S-403-A	9.5 MM, MT, Asphalt Pavement	17392.000 TON	$ (27.35)	$ (475,671.20)	100.0000	1,739,200.00	127.3500	2,214,871.20
S-403-B	12.5-MM, ST, Asphalt Pavement, Leveling	1976.000 TON	$ (7.00)	$ (13,832.00)	125.0000	247,000.00	132.0000	260,832.00
S-406-A	Cold Milling of Bituminous Pavement, All Depths	143733.000 SY	$ 2.93	$ 421,137.69	5.0000	718,665.00	2.0700	297,527.31
S-608-A	Concrete Sidewalk	200.000 SY	$ (75.00)	$ (15,000.00)	65.0000	13,000.00	140.0000	28,000.00
S-609-D	Combination Curb and Gutter	1665.000 LF	$ (20.00)	$ (33,300.00)	50.0000	83,250.00	70.0000	116,550.00
S-613-E	Adjustment of Manholes	98.000 Each	$ 4,235.00	$ 415,030.00	5,000.0000	490,000.00	765.0000	74,970.00
S-613-E	Adjustment of Valves	35.000 Each	$ 312.00	$ 10,920.00	500.0000	17,500.00	188.0000	6,580.00
S-618-A	Maintenance Of Traffic	1.000 LS	$ 25,000.00	$ 25,000.00	200,000.0000	200,000.00	175,000.0000	175,000.00
S-618-B	Additional Construction Signs	0.000 SF	$ (10.00)	$ -	0.0000	0.00	10.0000	0.00
S-621-A	4" Wide Thermoplastic Traffic Stripe Skip White	7.000 Mile	$ (4,000.00)	$ (28,000.00)	2,500.0000	17,500.00	6,500.0000	45,500.00
S-621-C	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mils)	7.000 Mile	$ (7,000.00)	$ (49,000.00)	2,500.0000	17,500.00	9,500.0000	66,500.00
S-621-E-1	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mils)	36960.000 LF	$ (0.55)	$ (20,328.00)	1.2500	46,200.00	1.8000	66,528.00
S-621-H-1	Thermoplastic Legend (White)	6000.000 LF	$ 4.00	$ 24,000.00	10.0000	60,000.00	6.0000	36,000.00
S-621-H-2	Thermoplastic Legend (White)	1700.000 SF	$ (2.00)	$ (3,400.00)	10.0000	17,000.00	12.0000	20,400.00
S-627-J	Two-Way Yellow Reflective High Performance Raised Markers	1056.000 Each	$ (10.00)	$ (10,560.00)	5.0000	5,280.00	15.0000	15,840.00
TOTAL BID				224,736.49		4,000,345.00		3,775,608.51
DIFFERENCE								0.00
PERCENTAGE OVER\(UNDER):								-5.62%

Approved:

George Ford, P.E., Project Engineer

City of Jackson
Jackson, Mississippi

COJ-RS-07

26-May-2026

				4,138,027.21 AJ Construction, Inc. Traveler's Casualty and Surety Company of America		4,378,513.06 Dickerson & Bowen Construction Co., Inc. Traveler's Casualty and Surety Company of America	
ROADWAY							
S-200-A	Mobilization	1.000	LS	104,604.5000	104,604.50	250,000.0000	250,000.00
S-202-C	Removal of Curb and Gutter (All Type)	1665.000	LF	40.0000	66,600.00	42.6300	70,978.95
S-202-D	Removal of Sidewalk (All Type)	200.000	SY	40.0000	8,000.00	42.6300	8,526.00
S-203-A	Unclassified Excavation	200.000	CY	215.0000	43,000.00	229.1200	45,824.00
S-403-A	19 MM, ST, Asphalt Pavement	200.000	TON	163.2300	32,646.00	180.0000	36,000.00
S-403-A	9.5 MM, MT, Asphalt Pavement	17392.000	TON	128.4600	2,234,176.32	138.0000	2,400,096.00
S-403-B	12.5-MM, ST, Asphalt Pavement, Leveling	1976.000	TON	126.1600	249,292.16	145.0000	286,520.00
S-406-A	Cold Milling of Bituminous Pavement, All Depths	143733.000	SY	3.2000	459,945.60	5.0000	718,665.00
S-608-A	Concrete Sidewalk	200.000	SY	146.3000	29,260.00	149.1900	29,838.00
S-609-D	Combination Curb and Gutter	1665.000	LF	73.1500	121,794.75	74.6000	124,209.00
S-613-E	Adjustment of Manholes	98.000	Each	1,881.0000	184,338.00	468.4300	45,906.14
S-613-E	Adjustment of Valves	35.000	Each	627.0000	21,945.00	276.0600	9,662.10
S-618-A	Maintenance Of Traffic	1.000	LS	331,656.8800	331,656.88	85,000.0000	85,000.00
S-618-B	Additional Construction Signs	0.000	SF	0.0000	0.00	10.0000	0.00
S-621-A	4" Wide Thermoplastic Traffic Stripe Skip White	7.000	Mile	6,500.0000	45,500.00	6,926.9200	48,488.44
S-621-C	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mils)	7.000	Mile	9,500.0000	66,500.00	10,123.9700	70,867.79
S-621-E-1	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mils)	36960.000	LF	1.8000	66,528.00	1.9200	70,963.20
S-621-H-1	Thermoplastic Legend (White)	6000.000	LF	6.0000	36,000.00	6.3900	38,340.00
S-621-H-2	Thermoplastic Legend (White)	1700.000	SF	12.0000	20,400.00	12.7900	21,743.00
S-627-J	Two-Way Yellow Reflective High Performance Raised Markers	1056.000	Each	15.0000	15,840.00	15.9900	16,885.44
TOTAL BID					4,138,027.21		4,378,513.06
DIFFERENCE					0.00		0.00
PERCENTAGE OVER\(UNDER):					3.44%		9.45%

Approved:

George Ford, P.E., Project Engineer