REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
October 6, 2026
AGENDA
10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **PASTOR JACK MULLENS OF LYNCH STREET CME CHURCH (LYNCH STREET CHRISTIAN METHODIST EPISCOPAL CHURCH) (WARD 5)**

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. **APPROVAL OF THE SEPTEMBER 3, 2026 SPECIAL CITY COUNCIL MEETING MINUTES. (S. JORDAN, HARTLEY)**
4. **APPROVAL OF THE SEPTEMBER 8, 2026 REGULAR CITY COUNCIL MEETING MINUTES. (S. JORDAN, HARTLEY)**
5. **APPROVAL OF THE SEPTEMBER 8, 2026 SPECIAL CITY COUNCIL MEETING MINUTES. (S. JORDAN, HARTLEY)**
6. **APPROVAL OF THE SEPTEMBER 21, 2026 REGULAR CITY COUNCIL ZONING MEETING MINUTES. (S. JORDAN, HARTLEY)**
7. **APPROVAL OF THE SEPTEMBER 22, 2026 REGULAR CITY COUNCIL MEETING MINUTES. (S. JORDAN, HARTLEY)**

INTRODUCTION OF ORDINANCES

ADOPTION OF ORDINANCE

8. **ORDINANCE AMENDING THE SOLID WASTE FACILITY DISPOSAL FEES, SECTION 106-148 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI. (ANDERSON, HORHN)**

REGULAR AGENDA

9. **CLAIMS (CALDWELL, HORHN)**
10. **PAYROLL (CALDWELL, HORHN)**
11. **ORDER CONFIRMING THE MAYOR'S NOMINATION OF PRICILLA WILLIAMS TILL TO THE JACKSON-HINDS LIBRARY BOARD. (HORHN)**
12. **ORDER SETTING A PUBLIC HEARING FOR THE DISTRICT PLAN OF THE DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT, IN ACCORDANCE WITH THE BUSINESS IMPROVEMENT DISTRICT ACT. (HARRIS, HORHN)**
13. **ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE THE 12-MONTH RENEWAL OF THE CITYWORKS LICENSE AND MAINTENANCE AGREEMENT WITH AZTECA SYSTEMS, LLC FOR MANAGING ALL NON-EMERGENCY CONSTITUENT SERVICE REQUESTS. (LOTT, HORHN)**
14. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT LICENSE AGREEMENT WITH THE JACKSON CONVENTION COMPLEX FOR THE STATE OF THE CITY ADDRESS ON OCTOBER 13, 2026, AT NO COST TO THE CITY. (LOTT, HORHN)**
15. **ORDER AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, AND THE BUREAU OF JUSTICE ASSISTANCE FOR THE FY 2026 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT REQUESTING AN AWARD OF $215,111.00. (BRACKNEY, HORHN)**
16. **ORDER AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE BUREAU OF JUSTICE ASSISTANCE FOR THE FISCAL YEAR 2026 CRISIS RESPONSE TRAINING PROGRAM REQUESTING AN AWARD OF $650,000.00. (BRACKNEY, HORHN)**
17. **ORDER RATIFYING THE SUBMISSION OF A GRANT APPLICATION FOR THE BUREAU OF JUSTICE ASSISTANCE FISCAL YEAR 2026 COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE USE, SITE-BASED PROGRAM (COSSUP) GRANT IN THE AMOUNT OF $1,300,000.00. (BRACKNEY, HORHN)**
18. **ORDER RATIFYING PAYMENT TO PEOPLES PLACE ENTERPRISE, LLC FOR TREE, LIMB, AND RELATED DEBRIS REMOVAL FOR THE JACKSON ZOO AND APPROVING PAYMENT FOR SERVICES PERFORMED IN THE AMOUNT OF $7,000.00. (STIMLEY, HORHN)**
19. **ORDER RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE BUREAU OF JUSTICE ASSISTANCE FOR THE FY 2026 LOCAL LAW ENFORCEMENT CRIME GUN INTELLIGENCE CENTER INTEGRATION INITIATIVE GRANT REQUESTING AN**

AWARD OF $300,000.00. (BRACKNEY, HORHN)

20. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FY2027 JOINT FUNDING AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR, U.S. GEOLOGICAL SURVEY FOR WATER RESOURCES INVESTIGATIONS. (ANDERSON, HORHN)**

21. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT FOR ENGINEERING SERVICES WITH CIVILTECH, INC. FOR THE CITY OF JACKSON 2023 ARTERIAL STREET RESURFACING PROJECTS, ADDING CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE BEASLEY ROAD/NW INDUSTRIAL PARKWAY/NW PROGRESS PARKWAY RESURFACING PROJECT. (ANDERSON, HORHN)**

22. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH WESCOLE SERVICES, LLC FOR RESIDENTIAL RIGHT-OF-WAY AND MEDIAN MAINTENANCE SERVICES FOR A TERM ENDING MARCH 31, 2027. (ANDERSON, HORHN)**

23. **RESOLUTION TO AUTHORIZE THE JACKSON MUNICIPAL AIRPORT AUTHORITY TO ACCEPT THE GRANT AWARD AND AGREEMENT, FAIN 69A34524400070027, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION UNDER THE SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM TO SUPPORT THE RESTORATION OF AIR SERVICE BETWEEN JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT AND CHICAGO O'HARE INTERNATIONAL AIRPORT. (D.MARTIN, HORHN)**

24. **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "JESSICA MASON V. CITY OF JACKSON, MISSISSIPPI, ET AL." IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI; CIVIL ACTION NO.: 3:25-cv-352.(D.MARTIN, HORHN)**

25. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH COXWELL & ASSOCIATES PLLC TO PROVIDE FUNDING AND RESOURCES FOR LITTER AND DEBRIS REMOVAL ON THE HIGH STREET CORRIDOR. (D.MARTIN, HORHN)**

26. **ORDER DECLARING PARCEL NUMBERS 1008-1-2, 1008-4-3, AND 1008-15, ALL LOCATED NEAR PEARL RIVER ON HIGHWAY 55, TO BE SURPLUS AND AUTHORIZING THE MAYOR TO NEGOTIATE AN OPTION FOR THE SALE OF THE PARCELS. (D.MARTIN, HORHN)**

27. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING AND ENCOURAGING THE REOPENING OF THE POLICE PRECINCT ON FARISH STREET AND THE INSTALLATION OF ONE-WAY AND DO NOT ENTER SIGNS ON FARISH STREET. (STOKES)**

<u>DISCUSSION</u>

28. **DISCUSSION: FOUR-WAY STOP SIGNS: CRAWFORD STREET AT LUDLOW AVENUE (STOKES)**

29. **DISCUSSION: HOME REPAIR (STOKES)**

30. **DISCUSSION: NORTH FLAG CHAPEL (CLAY)**

31. **DISCUSSION: KEY PERFORMANCE INDICATORS (KPIS) (HARTLEY)**

32. **DISCUSSION-LEGAL MATTERS (D. MARTIN)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

33. **RESOLUTION RECOGNIZING OCTOBER AS DYSLEXIA AWARENESS MONTH AND OCTOBER 8TH AS DYSLEXIA DAY (PARKINSON)**

34. **RESOLUTION RECOGNIZING OCTOBER 2026 AS DOMESTIC VIOLENCE AWARENESS MONTH (GRIZZELL)**

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

35. **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

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 3:45 p.m. on Wednesday, August 19, 2026 in the Clerk of Council's Office, electronic notifications to all Council Members, on the City's website and on the public bulletin board in City Hall, relative to: (1) Discussion: Council Deliberations. The meeting was convened in the Council Chambers located at 219 S. President Street at 10:00 a.m. on Friday, August 21, 2026 being the third Friday of said month, when and where the following things were had and done to wit:

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

Absent: Montyne Clay, Ward 2.

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

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ORDER RATIFYING THE EMERGENCY PROCUREMENT OF PROFESSIONAL SURVEYING SERVICES PROVIDED BY BAIRD ENGINEERING, INC. IN CONNECTION WITH A COLLAPSED LINE RUNNING THROUGH PROPERTIES ON ST. ANN STREET LAUREL STREET AND AUTHORIZING PAYMENT TO SAID VENDOR.

WHEREAS, in 2023, the Department of Public Works was advised of a sinkhole developing in the backyard of a home located at 1509 St. Ann Street and the backyard of a home located at 1606 Laurel Street; and

WHEREAS, upon investigation, the Engineering Division observed a sinkhole caused by a collapsed sewer line that threatened to undermine a garage on the property at 1509 St. Arm Street and threatened the foundation of a garage located on the property at 1606 Laurel Street; and

WHEREAS, the Mayor signed a Declaration Invoking the Emergency Procurement Procedure on February 3, 2023, a copy of which is attached hereto and made a part of the minutes; and

WHEREAS, in order to make the repairs and secure an easement for the existing sewer line, the Engineering Division retained the services of Baird Engineering, Inc. to prepare a boundary survey and easement survey; and

WHEREAS, the Engineering Division created a requisition for surveying services; and

WHEREAS, Baird Engineering, Inc. performed the surveying services and submitted its invoice, a copy of which is attached hereto and made a part of the minutes; and

WHEREAS, upon receipt of the invoice, the Engineering Division processed the invoice for payment as a purchase order based on the requisition; and

WHEREAS, the purchase order was not fully processed, and payment of the invoice was not made; and

WHEREAS, because of the age of the purchase order, it can no longer be processed, and it is necessary for the City Council to ratify payment of the invoice pursuant to the Declaration Invoking the Emergency Procurement Procedure.

IT IS, THEREFORE, ORDERED that the procurement of professional surveying services from Baird Engineering, Inc., pursuant to a Declaration Invoking the Emergency Procurement Procedure, for repairs to a collapsed sewer line in the backyards of properties located at 1509 St. Ann Street and 1606 Laurel Street is hereby ratified.

IT IS FURTHER ORDERED that payment in the amount of $5,000.00 to Baird Engineering, Inc. for professional surveying services necessary for the emergency sewer line repairs, consistent with the attached invoice, is authorized.

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

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President Hartley recognized **Terry Williamson, Legal Counsel,** who provided a brief overview of said item.

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

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

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ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH JACKSON STATE UNIVERSITY FOR LAW ENFORCEMENT SUPPORT DURING 2026 HOME FOOTBALL GAMES.

WHEREAS, the City of Jackson Police Department (JPD) and Jackson State University (JSU), a Mississippi Institution of Higher Learning, desire to enter into a Memorandum of Understanding (MOU) to establish law enforcement and public safety support during JSU's 2026 home football games held at Veterans Memorial Stadium; and,

WHEREAS, this partnership seeks to ensure a safe and orderly environment for the JSU community, fans, and visitors during football events by deploying Jackson Police Department officers for traffic control, stadium security, and crowd management; and,

WHEREAS, the services and staffing under this MOU, attached to these minutes and incorporated fully by reference, are provided at the request and direction of JSU. JPD post assignments are made at the direction of JSU. Any services offered or provided by JPD or JPD officers outside of these pre-approved events must be memorialized by a separate written agreement (email sufficient); and,

WHEREAS, the aggregate value of this MOU for services shall not exceed the maximum amount of $ 64,000.00 and does not include any services related to the SWAC Championship. The not to exceed amount may be amended upon mutual written agreement of the parties; and,

WHEREAS, the agreement shall commence on the date executed and shall continue through November 22, 2026 or until the last game event is played, whichever is later. The MOU will remain in effect through the conclusion of JSU's 2026 home football season, or later if JSU hosts a SWAC Championship Game, and may be modified or terminated in accordance with the provisions therein; and

WHEREAS, the JSU or JPD may terminate performance of work under this contract in whole or, from time to time, in part if the parties determine that a termination is in the parties' interest. The parties shall give written notice of the termination specifying the part of the contract terminated and when termination becomes effective; and,

WHEREAS, as set forth in the Miss. Code Ann. § 31-7-305(3), if payment is not made within the statutorily prescribed time (no later than forty-five (45) days after receipt of the invoice), JSU shall be liable to the JPD, in addition to the amount of the invoice, for interest at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the

expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to JPD.

WHEREAS, JPD agrees to assign no fewer than fifteen (15) and no more than twenty-five (25) officers, including two supervisors, per game event, and to provide the additional services for areas, as requested, outlined in the fee schedule in Exhibit A, attached to these minutes and incorporated fully by reference; and,

WHEREAS, the services outlined will be provided in coordination with JSU's Department of Public Safety, with the terms and conditions of service, compensation, officer conduct, communication protocols, and reporting expectations established in the MOU; and,

WHEREAS, any modifications to this MOU shall be in writing and executed by authorized representatives of both parties. For clarity, full execution by JPD may be subject to approval by the governing authority for the City of Jackson. In the event of material breach, the MOU shall be terminable at the option of the non- breaching party. For purposes of the MOU, material breach shall be limited to the following events:

- failure of JSU to pay undisputed amounts due for officers and supervisors providing security services under this Agreement within forty-five (45) days of receiving an undisputed invoice and
- failure of JPD to provide officers and supervisors for a designated event as agreed prior to each event; and,

WHEREAS, JPD officers will have normal and usual police power, authority, and discretion; and

WHEREAS, JPD officers who provide services at JSU football events will have all normal and usual authority to arrest, serve, and protect the citizens of Jackson and attendees of the event; and

WHEREAS, no JSU officer or JSU official (or employee) may interfere with any JPD officer's authority and discretion to enforce laws of the State of Mississippi or the ordinances of the City of Jackson; and

WHEREAS, the Chief of JSU Department of Public Safety may advise JPD officers and supervisors as to matters concerning their duties at JSU football events; and

WHEREAS, neither the City of Jackson nor JPD assumes liability for the actions or inactions of JSU law enforcement, security, staff, or administration; and

WHEREAS, all JPD officers shall be paid per hour for services covered in the MOU. Nothing is the MOU shall be construed as JPD officers serving as employees of JSU; and

WHEREAS, the parties shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the JPD will stop work to the extent specified. The parties shall also terminate outstanding obligations for work as they relate to the terminated work. The JSU shall settle the liabilities and claims arising out of the termination of work connected with the terminated work. The JSU must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so; and

WHEREAS, the City of Jackson and JSU recognize the importance of this collaboration in maintaining public safety and enhancing interagency cooperation for large-scale public events.

NOW, THEREFORE, BE IT ORDERED, that the Mayor of the City of Jackson is hereby authorized to enter into a Memorandum of Understanding with Jackson State University to provide law enforcement services for the 2026 football season, in accordance with the terms and conditions set forth in the attached MOU.

JACKSON
MISSISSIPPI
BUILDING A BETTER FUTURE TOGETHER

Memorandum of Understanding

Jackson State University | Jackson Police Department

This Memorandum of Understanding ("MOU") constitutes the Agreement between Jackson State University, a Mississippi Institution of Higher Learning ("JSU"), 1400 John R. Lynch Street, Jackson, Mississippi and the City of Jackson for services of the Jackson Police Department ("JPD") during JSU's 2026 Football Athletic Events.

1. **Purpose.** The parties seek to foster a relationship of cooperation and mutual support to maintain a safe environment for all attendees of JSU football events. The MOU establishes certain procedures to be followed when certain incidents occur at or during JSU football related events.

2. **Scope.** This Agreement does not cover events that occur outside the scope described in this Sections 3 and 4 of this MOU, as the parties fully understand the nature and scope of their authority and control at all times prior to and during game-day events. The services and staffing under this Agreement are provided at the request and direction of JSU. JPD post assignments are made at the direction of JSU. Any services offered or provided by JPD or JPD officers outside of these pre-approved events must be memorialized by a separate written agreement.

3. **Services.** The parties agree that JPD will provide no less than 15 and no more than 25 officers (including two supervisors), i.e., assigned officers, depending on the security needs of the event. The assigned officers will work eight at least (8) hour shifts and no more than twelve (12) hour shifts for each game. The request for JPD personnel must be made with 5 (five) days advance notice. At no time shall any assigned officer work an excess of twelve (12) hours without approval from JSU and JPD point of contact.

3.1 For each event, JPD and JSU shall each designate one official no later than twenty-four (24) hours prior to the scheduled event. These designated officials shall have the authority to coordinate directly with one another regarding any extended shifts requested by JSU. Compensation for such extended shifts shall be at the rate set forth in Section 9 of this Agreement. Each designee shall be responsible for notifying their respective department (JPD or JSU), within twenty-four (24) hours following the conclusion of the event, of any extended services rendered and corresponding compensation to ensure timely and accurate processing.

3.2 The name and rank of each assigned officer for the event shall be provided in writing at least 24 hours prior to each game event so that JSU specific post assignments may be made timely. However, post assignments may be modified as needed by JPD's Officer in Charge (OIC) or his designee and the Chief of JSU Department of Public Safety or his designee.

3.3 As of the date of signing this MOU, no less than 15 and no more than 25 JPD officers are required for each game event referenced herein and shall include the following services:

a. Law enforcement and traffic control services for (non-private) areas surrounding Veterans Memorial Stadium.

b. Assigned post throughout the event space.

3.4 JPD will also provide additional security services at JSU tailgate events for each game in this Agreement. JSU requests that JPD provide no less than 4 and no more than 6 beginning at 6:00 pm Friday and ending 6:00 am the following Sunday. The tailgating assigned officers will not be considered as part of the baseline 15-25 assigned officers for the event, and are to be paid as an assigned officer as outlined in this Agreement.

3.5 For clarity, the 25 assigned officers in Section 3 do not include additional officers, escorts, or other resources. If JSU requests additional officers, escorts, additional tailgating beyond the number in Section 3.4, or other resources beyond the 25 assigned officers, the JPD shall be notified with 5 days advance notice, and the parties shall agree in advance in writing as to the compensation for the services. If an agreement regarding compensation is not reached within 48 hours of the requested start for the service, the JPD shall not provide services / resources.

3.6 JSU reserves the right to decline the services of any specific officer for cause only after reasonable attempt to address the issue with the JPD.

4. JSU requests services based on the following events schedule, and JSU shall provide the JPD with escort and/or tailgating services start and end times and dates requests in accordance with this MOU:

2026 JSU HOME FOOTBALL SCHEDULE:

September 05, 2026 (Saturday) – vs. Edward Waters

September 19, 2026 (Saturday) – vs. Tuskegee University

September 26, 2026 (Saturday) – vs. Southern University

October 17, 2026 (Saturday) – vs. Florida A&M

November 07, 2026 (Saturday) – vs. MS Valley State University

**Services for the SWAC Championship are subject to JSU's participation in the SWAC championship game and the selected location for the event. In the event JSU is selected and the game is hosted at Veterans Memorial Stadium, the parties may amend the terms of this Agreement in writing to the extent necessary.*

4.1 Officers providing services under this MOU will be assigned and expected to work 8 hours per event and 12 hours for the weekend of **October 17, 2026 (Homecoming)** as indicated in the schedule above. JSU shall provide a sign-in sheet at each event for each officer to sign at check-in and check-out times. Each officer must sign-in and out individually in his or her own handwriting. JSU will provide a copy of the sign-in sheet to JPD immediately following the event. JPD will also keep internal sign-in sheets and provide each with the corresponding invoice. JSU will not reimburse the JPD for the officer's time if the officer fails to sign JSU's check-in/check-out sheet.

4.2 JPD agrees to submit invoices for services rendered within seven (7) business days after the date of the event. However, all invoices must be submitted within the fiscal year the work accrued. As set forth in the Miss. Code Ann. § 31-7-305(3), if payment is not made within the statutorily prescribed time (no later than forty-five (45) days after receipt of the invoice), JSU shall be liable to the JPD, in addition to the amount of the invoice, for interest at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to JPD. Each invoice shall set out the following.

- full names of all officers and supervisors that provided services;
- position/rank of each officer and the hourly rate of pay;
- date, time (time in and time out), and location of services rendered;
- number of hours of services provided by the officer;
- total amount due to the officer; and
- any other information deemed necessary or relevant by JSU.

Nothing in this Agreement shall operate to limit JPD's right to pursue any other legal remedies against JSU available under Mississippi law for the payment of amounts due or injuries sustained under this Agreement.

5. Security Concerns. JSU and JPD will make reasonable efforts to communicate anticipated problems or concerns about security in a timely fashion. Concerns and communications may include the following:

- JSU shall inform JPD of anticipated or potential disturbances based on rivalry, potential sell-outs, or any other matter that may reasonably lead JSU's Chief of JSU Department of Public Safety or a designee to suspect that additional security may be needed or that JPD should be warned.
- JSU Public Safety and JPD shall convene and develop security schedules to ensure sufficient police security is in place at a reasonable time before the start of an event. Roll-call for all assigned JPD personnel shall be conducted no later than 3 hours prior to the commencement of each game.
- While serving as security, all JPD officers shall report to and be directed by JSU Public Safety.
- In the event a tragedy, calamity, or other serious disturbance occurs requiring additional police officers or services, the parties agree to cooperate and provide mutual support in all related efforts. Upon declaration of either of the above by JSU, the parties may act at the command and direction of their respective supervisors.

6. Duty to notify. JSU agrees to notify and provide JPD with any information that may come to its knowledge or possession regarding any act contrary to the terms and conditions of this MOU. JSU also agrees to notify JPD of any questionable acts or omissions, or any other allegation of the same, by any JPD officer. JSU shall deliver to JPD written notice and copies of any complaints, charges, or any other accusations or allegations of wrongdoing, whether civil or criminal in nature, which JSU becomes aware of regarding any JPD officer rendering services under this MOU. JSU agrees to cooperate with JPD in any investigation conducted by JPD into the character and fitness of any officer. Any notice under this provision shall be given no later than 14 days after the act or inaction requiring notice.

7. Modification or breach of contract. Any modifications to this MOU shall be in writing and executed by authorized representatives of both parties. For clarity, full execution by JPD may be subject to approval by the governing authority for the City of Jackson. In the event of material breach, the MOU shall be terminable at the option of the non-breaching party. For purposes of the MOU, material breach shall be limited to the following events:

- failure of JSU to pay undisputed amounts due for officers and supervisors providing security services under this Agreement within forty-five (45) days of receiving an undisputed invoice; and
- failure of JPD to provide officers and supervisors for a designated event as agreed prior to each event.

8. Police Powers. JPD officers will have normal and usual police power, authority, and discretion. The following constitutes the understanding.

8.1 JPD officers who provide services at JSU football events will have all normal and usual authority to arrest, serve, and protect the citizens of Jackson and attendees of the event.

8.2 No JSU officer or JSU official (or employee) may interfere with any JPD officer's authority and discretion to enforce laws of the State of Mississippi or the ordinances of the City of Jackson.

8.3 The Chief of JSU Department of Public Safety may advise JPD officers and supervisors as to matters concerning their duties at JSU football events.

8.4 Neither the City of Jackson nor JPD assumes liability for the actions or inactions of JSU law enforcement, security, staff, or administration.

8.5 JSU assumes no liability for the actions or inactions of the City of Jackson or JPD employees, officials and administration outside of the scope and terms of this Agreement.

9. Compensation. All JPD officers shall be paid per hour for services covered in this MOU. Nothing is the MOU shall be construed as JPD officers serving as employees of JSU.

9.1 Value of Contract. The aggregate value of this MOU for services shall not exceed the maximum amount of **$ 64,000 and *does not include any services related to the* SWAC Championship.** This amount is based on an anticipated rate as stipulated in Exhibit A. The not to exceed amount may be amended upon mutual written agreement of the parties.

10. Governing Law. The Parties recognize and agree that Jackson State University is a Mississippi Institution of Higher Learning and that this Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Mississippi, including Opinions of the Mississippi Attorney General. Any provision contained in this Agreement and any policy, Agreement or term referenced herein which is contrary to Mississippi law is void and unenforceable.

11. Nondiscrimination. The parties agree to comply with all applicable state and federal laws, rules, and regulations governing equal employment opportunity, immigration, E-Verify, and nondiscrimination.

12. Conflict of Interest. This Agreement is subject to Section 25-4-101 of the Mississippi Code Annotated, as amended. This Agreement may be cancelled if any person significantly involved in the initiating, negotiating, securing, drafting, or creating of the Agreement on behalf of the University is an employee, consultant, or agent of any other party to this Agreement. Should this Agreement violate any Mississippi Conflict of Interest law, the Agreement may be declared void.

13. Failure of Legislature to Appropriate. If the University's performance under this Agreement depends upon the appropriation of funds by the Mississippi Legislature, and if the Legislature fails to appropriate or reduces its appropriation, then the University may provide written notice of such non-appropriation or reduction in necessary appropriation and cancel this Agreement without further obligation of the University.

14. Force Majeure. The Parties are excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its control. Such causes include, without limitation, fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, transportation, utilities or necessary supplies, governmental action, computer viruses, incompatible or defective equipment, and software or services not supplied or controlled directly by either party. This Force Majeure clause applies to both parties and will relieve both parties under the conditions stated in this paragraph.

15. Termination. This MOU shall commence on the date executed and shall continue through November 22, 2026 or until the last game event is played whichever is later. The JSU or JPD may terminate performance of work under this contract in whole or, from time to time, in part if the parties determine that a termination is in the parties' interest. The parties shall give written notice of the termination specifying the part of the contract terminated and when termination becomes effective.

The parties shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the JPD will stop work to the extent specified. The parties shall also terminate outstanding obligations for work as they relate to the terminated work. JSU shall settle the liabilities and claims arising out of the termination of work connected with the terminated work. The JSU must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

16. Entire Agreement. This Agreement shall constitute the full, complete, and entire Agreement between the parties with respect to the subject matter of the Agreement. The provisions of this

Agreement supersede all prior or contemporaneous, oral or written, communications, agreements, and understandings of the parties with respect to the subject matter of this Agreement.

Agreed:

JACKSON STATE UNIVERSITY

_____ _____

Alyse Wells-Kilbert | *Interim Athletic Director* Date

CITY OF JACKSON, MISSISSIPPI

_____ _____

John Horhn | *Mayor* Date

DRAFT

Mandatory Mississippi State Agency Provisions Addendum to All Jackson State University Contracts

MISSISSIPPI STATE AGENCY PROVISIONS. This Addendum is entered into between Jackson State University, a Mississippi Institution of Higher Learning, 1400 John R. Lynch Street, Jackson, Mississippi ("JSU" or "University") and The City of Jackson, ("Company" or "Contractor") and is an integral part of the contract between the parties. The parties recognize and agree that the University is a Mississippi Institution of Higher Learning and that this Agreement is governed and controlled by the laws of the State of Mississippi, including Opinions of the Mississippi Attorney General. Any provision contained in this Agreement and any policy, Agreement or term referenced herein, which is contrary to Mississippi law is void and unenforceable.

1. **Contracting 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.

2. **Payment.** The University agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated Section 31-7-301, et seq., as amended, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice. The Company's invoices shall be submitted to the University using the processes and procedures identified by the University. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and shall remain responsible and liable for full performance after the invoice date. The Company understands and agrees that the State and JSU are exempt from the payment of taxes.

3. **Late Fees.** Any late fees for payments not made within forty-five (45) days of receipt of the invoice as noted above shall be paid in accordance with Miss. Code Ann. Section 31-7-305(3), as amended. Any provisions to the contrary are null and void.

4. **Unauthorized Payments.** The University does not agree to pay extra compensation, fees, or allowances after service has been rendered or a contract has been made, or for any payment not authorized by law.

5. **Failure of Legislature to Appropriate.** If The University's performance under this Agreement depends upon the appropriation of funds by the Mississippi Legislature, and if the Legislature fails to appropriate or reduces the amount of the funds necessary for performance, then the University may provide written notice of such non- appropriation, or reduction and cancel this Agreement without further obligation of the University.

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

7. **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 of verification system for all newly hired employees.

8. **Nondiscrimination.** The parties agree to comply with all applicable state and federal laws, rules, and regulations governing equal employment opportunity, immigration, and nondiscrimination.

9. **Conflict of Interest.** This Agreement is subject to Mississippi Code Annotated Section 25-4-101, as amended. This Agreement may be cancelled if any person significantly involved in the initiating, negotiating, securing, drafting or creating of the Agreement on behalf of the University is an employee, consultant, or agent of any other party to this Agreement. Should this Agreement violate a Mississippi Conflict of Interest law, the Agreement may be declared void.

10. **Records.** The parties shall retain all records directly relating to this Agreement during the Agreement's term and for a minimum of an additional three (3) years. Further, such records will be available at reasonable times for inspection and audit by the University during the term of this Agreement and for three (3) years thereafter. A copy of the records shall be provided at the University Offices in Jackson, Mississippi, upon request.

11. **Public Records.** Jackson State University is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. §25-61-1, et seq., and the Mississippi Accountability and Transparency Act of 2008, Miss. Code Ann. § 27-104-151, et seq. If a public records request is made for any information provided to JSU pursuant to the Agreement, JSU shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law. It is also recognized that JSU is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008, Miss. Code Ann. § 27-104-151, et seq., and is required to provide public access to its financial information and expenditures through the Institutions of Higher Learning Accountability and Transparency website.

12. **Breach of Contract.** In the event either 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 non-breaching party's right to pursue any and all other legal or equitable remedies available to it. In the event of breach:

- the parties do not waive its sovereign immunity. JSU 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 parties do not waive its Constitutional Eleventh (11th) Amendment immunity. U.S. Const. Amend. XI.
- Any references to the parties waiving its right to a trial by jury are deleted. Miss. AG Op., Chamberlin (October 18, 2002).
- Any references to the parties limiting or waiving any common law warranty are deleted. Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).
- Any references to the parties limiting damages, remedies or waiving any claim are deleted. Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).
- Any references to the parties waiving any cause of action it may have against Company or any other party as a result of Company's breach of the contract, or Company's own negligence or willful misconduct or the negligence or willful misconduct of Company'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).
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- Any references to payment of attorney's fees by the parties are deleted, unless determined by court of competent jurisdiction. Miss. AG Op., Nowak (January 23, 2009); Miss. AG Op., Stringer (January 25, 2006).

13. **Insurance.** The parties shall maintain general liability insurance and workers' compensation insurance to the extent required by applicable law.

14. **Venue**. University contracts are governed by the laws of the State of Mississippi. 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).

15. **Entire Agreement**. The City of Jackson Security Services Agreement, together with the above-referenced Mississippi State Agency Provision Addendum, appendices, addenda and exhibits attached hereto and incorporated herein, is the entire Agreement between the parties, superseding all prior proposals, negotiations, representations, and other communications, whether oral and written. If there are any conflicting terms and conditions between the Agreement and Addendum, the Addendum shall prevail.

FOR JACKSON STATE UNIVERSITY	FOR THE CITY OF JACKSON
SIGNATURE: _____	SIGNATURE: _____
NAME: ALYSE WELLS-KILBERT	NAME: JOHN HORHN
TITLE: INTERIM VP AND INTERIM JSU ATHLETIC DIRECTOR	TITLE: MAYOR, CITY OF JACKSON
DATE: _____	DATE: _____

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

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Company's own negligence or willful misconduct or the negligence or willful misconduct of Company'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).

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FOR JACKSON STATE UNIVERSITY	**FOR THE CITY OF JACKSON**
SIGNATURE: _____	SIGNATURE: _____
NAME: ALYSE WELLS-KILBERT	NAME: JOHN HORHN
TITLE: INTERIM VP AND INTERIM JSU ATHLETIC DIRECTOR	TITLE: MAYOR, CITY OF JACKSON
DATE: _____	DATE: _____

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

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President Hartley recognized **Chief RaShall Brackney, Jackson Police Department** and **Monica Allen, JSU Legal, who** provided a brief overview of said item.

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

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

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RESOLUTION ESTABLISHING AD VALOREM TAX LEVY ON REAL AND PERSONAL PROPERTY FOR THE JACKSON MUNICIPAL SEPARATE SCHOOL DISTRICT FOR FISCAL YEAR 2026-2027 (TAX YEAR 2027).

WHEREAS, on August 12, 2026, the Board of Trustees of the Jackson Public School District (the Board) adopted a Resolution Requesting Ad Valorem Tax Effort in Dollars for the Support of the Jackson Public School District (the District) for the 2026-2027 Fiscal Year pursuant to Mississippi Code Section 37-57-1 and 37-57-105; and

WHEREAS, the Board requested that the City Council of the City of Jackson, Mississippi, as levying authority for the District, to levy ad valorem taxes in an amount necessary to generate revenues for the support of the District's Maintenance and Debt Services Funds and further requested that the City Council levy an additional amount sufficient to cover anticipated delinquencies and costs of collection so that the net amount of money to be generated by such levy shall be equal to the amount which is requested by the Board; and

WHEREAS, the governing body of all taxing entities shall hold a public hearing at which time the budget of the municipal revenues and tax levies for the upcoming fiscal year will be considered as mandated by Mississippi Code Sections 27-39-203 and 21-35-5; and

WHEREAS, the Department of Administration advertised the notice of the public hearing on the proposed tax levies for the City of Jackson, Mississippi, for the upcoming fiscal year 2026-2027 in the Mississippi Link on August 20, 2026, and in the Clarion Ledger on August 20, 2026, in accordance with the requirements of Mississippi Code §27-39-203(2)(a); and

WHEREAS, the citizens of the City of Jackson were invited to attend the public hearing on the proposed tax levies for the fiscal year 2026-2027 and notified that they would be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken; and

WHEREAS, the advertisement included that the City of Jackson determined that there is no need to increase ad valorem tax millage rates; and

WHEREAS, after the hearing has been held in accordance with Mississippi Code §27-39-203, the governing body of the City of Jackson may adopt a resolution levying a tax rate on classes of property designated by Section 112 of the Mississippi Constitution of 1890, as specified in the advertisements published in the Mississippi Link and the Clarion Ledger; and

WHEREAS, it is necessary to adopt an ad valorem tax levy sufficient to fund said budget;

IT IS, THEREFORE, ORDERED that for the fiscal year beginning October 1, 2026 there is levied on all taxable property, real and personal, within the Jackson Municipal Separate School District, composed of property both inside and outside the corporate limits of the City of Jackson, the following ad valorem taxes for school purposes, said levies to be collected upon each dollar of assessed value as shown upon the real and personal ad valorem assessment rolls of the said Jackson Municipal Separate School District for Tax Year 2027, to wit:

DISTRICT SUPPLEMENT LEVY – FIFTY-NINE AND 40/100 (59.40) MILS

DEBT SERVICE RETIREMENT – 2012A BOND SERIES PHASE I (4031) – ONE AND 79/100 (1.79) MILS

DEBT SERVICE RETIREMENT – 2015A BOND SERIES PHASE I (4032) – TEN AND 39/100 (10.39) MILS

DEBT SERVICE RETIREMENT – 2018 BOND SERIES (4035) – FOUR AND 10/100 (4.10) MILS

DEBT SERVICE RETIREMENT – 2017 LIMITED TAX NOTES (4092) – 23/100 (0.23) MILS

DEBT SERVICE RETIREMENT – 2023 BOND SERIES (4093) – TWO AND 40/100 (2.40) MILS

TOTAL LEVIED FOR SCHOOL PURPOSES – SEVENTY-EIGHT AND 31/100 (78.31) MILS

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

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

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

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

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RESOLUTION ESTABLISHING AD VALOREM TAX LEVY ON REAL AND PERSONAL PROPERTY FOR THE CITY OF JACKSON FOR MUNICIPAL AND LIBRARY PURPOSES FOR FISCAL YEAR 2026-2027 (TAX YEAR 2027).

WHEREAS, it is the intent of this governing body of all taxing entities to hold a public hearing at which time the tax levies for the upcoming fiscal year for municipal and library purposes will be considered as mandated by Mississippi Code Sections 27-39-203(1) and 21-35-5; and

WHEREAS, the Department of Administration advertised, in accordance with the requirements of Mississippi Code Section 27-29-203(2)(a), a notice of the public hearing on the proposed tax levies for the City of Jackson, Mississippi, for the upcoming fiscal year 2026-2027, in the Mississippi Link and the Clarion Ledger on August 20, 2026; and

WHEREAS, the citizens of the City of Jackson were invited to attend the public hearing on the proposed tax levies for the fiscal year 2026-2027 and notified that they would be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken; and

WHEREAS, the advertisement included that the City of Jackson determined that there is no need to increase ad valorem tax millage rates; and

WHEREAS, after the hearing has been held in accordance with Mississippi Code Section 27-39-203, as amended, the governing body of the City of Jackson may adopt a resolution levying a tax rate on classes of property designated by Section 112 of the Mississippi Constitution of 1890, as specified in the advertisements published in the Mississippi Link and the Clarion Ledger; and

WHEREAS, if a resolution adopting the tax rate is not adopted on the day of the public hearing, the scheduled date, time, and place for consideration and adoption of the resolution shall be announced at the public hearing, and the governing body shall advertise the date, time, place of the proposed adoption of the resolution in the same manner provided in Mississippi Code section 27-39-203(2); and

WHEREAS, any taxes levied shall be excluded from the revenue increase limitation imposed pursuant to Mississippi Code Section 27-39-321; and

WHEREAS, it is the recommendation of the govnering authority for the City of Jackson that for the fiscal year beginning October 1, 2026 there is levied on all taxable property, real and personal, within the corporate limits of the City of Jackson, the following ad valorem taxes for municipal purposes, said levies to be collected upon each dollar of assessed value as shown upon the real and personal ad valorem assessment rolls of the property within the City limits, to wit:

FOR GENERAL REVENUE PURPOSES – FIFTY-ONE AND 96/100 (51.96) MILS

FOR BOND AND INTEREST FUND – FOUR AND 69/100 (4.69) MILS

FOR PARKS AND RECREATION FUND – TWO AND 00/100 (2.00) MILS

FOR FIREMEN AND POLICEMEN DISABILITY AND RELIEF FUND – TWO AND 76/100 (2.76) MILS

TOTAL FOR SAID MUNICIPAL PURPOSES – SIXTY-ONE AND 41/100 (61.41) MILS

TOTAL PUBLIC LIBRARY SYSTEM – ONE AND 62/100 (1.62) MILS (Section 39-3-7)

TOTAL FOR MUNICIPAL AND LIBRARY PURPOSES – SIXTY-THREE AND 03/100 (63.03) MILS

IT IS NOW THEREFORE ORDERED BY THE GOVERNING BODY ACTING FOR AND ON BEHALF OF THE MUNICIPALITY AS FOLLOWS:

That for the fiscal year beginning October 1, 2026, there is levied on all taxable property, real and personal, within the corporate limits of the City of Jackson, the following ad valorem taxes for municipal purposes, said levies to be collected upon each dollar of assessed value as shown upon the real and personal ad valorem assessment rolls of the property within the City limits, to wit;

FOR GENERAL REVENUE PURPOSES – FIFTY-ONE AND 96/100 (51.96) MILS

FOR BOND AND INTEREST FUND – FOUR AND 69/100 (4.69) MILS

FOR PARKS AND RECREATION FUND – TWO AND 00/100 (2.00) MILS

TOTAL FOR SAID MUNICIPAL PURPOSES – SIXTY-ONE AND 41/100 (61.41) MILS

TOTAL PUBLIC LIBRARY SYSTEM – ONE AND 62/100 (1.62) MILS (Section 39-3-7)

TOTAL FOR MUNICIPAL AND LIBRARY PURPOSES – SIXTY-THREE AND 03/100 (63.03) MILS

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

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

– – – – – – – – – – – – – –

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

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

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DISCUSSION: COUNCIL DELIBERATIONS: President Hartley opened the Council's deliberation on the proposed budget and invited Council members to address concerns and items requiring further review.

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Vice President Parkinson stated that progress had been made toward balancing the budget and meeting the statutory deadline for adoption. He noted that the projected budget gap had decreased from approximately $11.5 million to approximately $9.5 million. He expressed concern that some revenue projections remained too high and stated that additional funding for Police, Fire, and Public Works remained among his priorities.

President Hartley thanked the Council and Administration for their work on the budget and emphasized the need for departments to provide measurable performance data to demonstrate how City funds are being utilized. He requested that **Public Works Director Lorenzo Anderson** present the Department's metrics and explain its request for additional funding.

Lorenzo Anderson, Director of Public Works, reported that Public Works received approximately 6,771 work orders and completed approximately 4,399, or 65 percent. He discussed the Department's backlog of work orders and staffing needs involving paving, traffic, drainage, solid waste, fleet, and other Public Works functions. **Director Anderson** requested approximately $16.86 million for Public Works rather than the approximately $14.25 million included in the proposed budget.

Council Member Ashby Foote questioned **Director Anderson** regarding staffing levels within each Public Works division and requested information comparing authorized positions, current staffing, and proposed staffing. He also suggested that future performance measures include the number of miles of streets paved annually in addition to work-order data.

Pieter Teeuwissen, Chief Administrative Officer, advised that approximately $2.6 million in additional funding was not readily available and suggested identifying the specific outcomes Public Works intended to accomplish with the requested funds. He stated that alternative approaches, including reallocating existing resources, could potentially accomplish some of those goals without requiring the entire amount in new funding.

Director Anderson explained that the additional funding would primarily support personnel. He cited insufficient staffing to address the volume of paving, traffic, blight, drainage, and other service requests and discussed proposed staffing increases, particularly within the paving division.

President Hartley emphasized the importance of funding the City's core Public Works responsibilities, including streets and infrastructure. He directed **Director Anderson** to review the Department's proposed budget without certain blight-related expenditures and determine the funding necessary to adequately support core Public Works services.

Council Member Brown-Thomas emphasized the importance of public safety and stated that Police and other first responders should remain a priority during the budget process, noting the importance of residents feeling safe within the City.

Council Member Stokes discussed establishing clear budget priorities, increasing the number of police officers, adequately funding Police and Fire, and providing Public Works with resources to address streets and other infrastructure needs. He also proposed reducing and consolidating City departments and redirecting available resources toward essential services.

Council Member Foote expressed support for further discussion regarding departmental consolidation and reorganization. He later suggested consideration of consolidating Information Technology, Communications, Human Resources, and Constituent Services to improve efficiency and reduce administrative costs.

CAO Teeuwissen stated that the Administration had previously considered departmental consolidation and agreed that additional efficiencies should be explored. He also discussed reviewing redundant positions and using technology where appropriate to redirect resources toward employees providing direct services in Police, Fire, and Public Works.

President Hartley stated that the Council would continue reviewing departmental metrics, efficiencies, duplication of services, staffing, and the use of technology as part of efforts to right-size City government and responsibly manage taxpayer funds.

Vice President Parkinson stated that despite the challenges presented by the budget, there appeared to be significant agreement regarding the City's major priorities. He emphasized the need for department heads to respond promptly to Council requests for budget information as the statutory deadline approached.
The Council continued discussion regarding revenue projections, departmental funding, staffing, consolidation, and other potential adjustments necessary to achieve a balanced budget.

Angela Brown, Director of Planning and Economic Development, provided an overview of the Planning Department's proposed budget, departmental functions, staffing levels, and funding sources. **Director Brown** explained that the Department includes Economic Development, Code Enforcement, Business/Building Licensing and Permitting, Planning and Zoning, Housing, and Transportation functions. She noted that Housing is funded through HUD and that Transportation is primarily federally funded. **Director Brown** also discussed potential cost-saving measures and efforts to increase revenue through permit and licensing fees, improved collections, stronger code enforcement, and addressing vacant properties.

The Council discussed the placement and effectiveness of Code Enforcement and whether the function should remain within the Planning Department or be placed under the Police Department. Council members also discussed the current community improvement process, repeat code violations, and the length of time required to resolve certain cases.

Drew Martin, City Attorney, explained that community improvement and code enforcement matters are generally civil in nature, although criminal remedies may also be available. **Attorney Martin** stated that the Legal Department was reviewing the City's existing procedures to determine the quickest legal and constitutional process for

addressing community improvement matters. He noted that the current process had become lengthy and increasingly complicated and advised that the Legal Department was developing a proposed path forward that would provide the required notice and due process while creating a more efficient process for resolving violations, particularly those involving repeat offenders.

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There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Council Meeting at 10:00 a.m. on September 8, 2026. At 11:59 a.m., the Council stood adjourned.

PREPARED BY: **APPROVED:**

_____ _____, _____
CLERK OF COUNCIL **COUNCIL PRESIDENT** **DATE**

_____
MAYOR

ATTEST:

_____
CITY CLERK

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OFFICE OF THE CITY ATTORNEY

ORDINANCE AMENDING THE SOLID WASTE FACILITY DISPOSAL FEES, SECTION 106-148 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI

WHEREAS, the City of Jackson owns and operates a Class I rubbish facility located at 6810 I-55 South Frontage Road, Byram, Mississippi 39272; and

WHEREAS, Section 106-148 of the Code of Ordinances of the City of Jackson, Mississippi, establishes solid waste facility disposal fees for the City's solid waste facilities; and

WHEREAS, Section 106-151 of the Code of Ordinances provides that landfill fees be accounted for so that, on a periodic basis, as may be requested by the Mayor or City Council, their adequacy to support landfill operations may be reviewed; and

WHEREAS, on February 3, 2026, the Mississippi Department of Environmental Quality confirmed its review and acceptance of the Construction Certification Report for the northern slope of the eastern expansion area of the City's Class I Rubbish Landfill and stated that it had no objection to waste disposal within the certified portions of the expansion area, provided all applicable laws, regulations, and permit conditions continue to be met; and

WHEREAS, in preparation for reopening and continued operation of the City's Class I Rubbish Landfill, the City has undertaken operational improvements, including the procurement of heavy equipment, extension of internet connectivity to the landfill site, and procurement and installation of a weigh scale system and associated electronic scale management software; and

WHEREAS, the existing cubic-yard fee methodology is based upon estimated volume, while the newly installed weigh scale system and electronic scale management software will allow disposal charges to be calculated using the actual measured weight of material delivered to the facility; and

WHEREAS, Neel-Schaffer has recommended that the City transition to a blended, weight-based fee structure consisting of a City of Jackson residential disposal rate of $10.00 per ton with no minimum charge, limited to twelve (12) disposals per calendar year, and a non-residential disposal rate of $20.00 per ton with a one-ton minimum charge; and

WHEREAS, the electronic scale management software will allow the City to establish residential and non-residential disposer categories, calculate disposal charges based upon actual tonnage, maintain disposal records, and track the number of disposal transactions made by users of the facility; and

WHEREAS, a weight-based disposal fee structure will provide a more accurate and consistent method of assessing disposal fees and will improve accountability, revenue management, recordkeeping, and management of available landfill airspace; and

WHEREAS, it is in the best interest of the City of Jackson to amend Section 106-148 of the Code of Ordinances to replace the existing cubic-yard disposal fee methodology with a weight-based disposal fee structure and associated procedures, and Section 106-148 should be amended as follows:

plain text indicates existing text
~~strikethrough~~ indicates deleted text
underline indicates added text

It shall be unlawful to enter upon any solid waste facility managed, controlled, and operated by the City of Jackson for the purpose of removing or disposing of garbage,

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October 6, 2026
ANDERSON, HORHN

trash, debris, or refuse material of any type except as hereinafter provided:

(1) All refuse material collected by the City of Jackson Public Works Department or any other department or agency of the city shall be disposed of at a City of Jackson solid waste facility without charge if collected by the public works department or department or agency of the city in the course of its operations.

(2) All persons other than those provided for in subparagraph (1) of the section above shall pay the following amounts when disposing of trash, debris, and other types of refuse material in the Byram or other solid waste facility managed, controlled or operated by the City of Jackson:

~~Description of Debris~~	~~Cost~~
~~Construction/demolition waste~~	~~$5.00 per cubic yard~~
~~Rubble, asphalt, asphalt shingles, tree trunks, concrete, dirt~~	~~$5.00 per cubic yard~~
~~Vegetative debris~~	~~$5.00 per cubic yard~~
~~Water tires~~	~~$1.00 per car/truck tire~~
	~~$3.00 per commercial tire~~
	~~$5.00 per tractor tire, farm tire, and skid steer tire~~

~~A formula is used to determine the volume of a load, L × W × H/27. "L" is the length of the load, measured in feet; "W" is the width of the load, measured in feet; and "H" is the height of the load, measured in feet.~~

Except for materials for which a separate fee is established herein, disposal fees shall be assessed based upon the actual weight of material delivered to the facility as measured by the City's weigh scale system. The weight recorded through the City's weigh scale system and associated electronic scale management software shall constitute the official weight used to calculate the applicable disposal fee.

Disposal Fee Schedule

Disposer Category / Material	Fee
City of Jackson Residential Disposal	$10.00 per ton; no minimum charge
Non-Residential Disposal	$20.00 per ton; one-ton minimum charge
Car/Truck Tire	$1.00 each
Commercial Tire	$3.00 each
Tractor Tire, Farm Tire, or Skid Steer Tire	$5.00 each

(3) City of Jackson Residential Disposal.

To qualify for the City of Jackson residential disposal rate, the disposer must provide proof of current residency within the corporate limits of the City of Jackson through a valid driver's license presented at the scale prior to disposal.

The residential disposal fee shall be $10.00 per ton with no minimum charge. The fee shall be calculated based upon the actual tonnage of material delivered to the facility as determined by the City's weigh scale system.

The residential disposal rate shall apply only to disposal activity for residential purposes and shall be limited to twelve (12) disposals per calendar year, beginning January 1 and ending December 31.

The City's electronic scale management software shall maintain disposal records and track the number of residential disposal transactions by driver's license number, license plate number, or other identifying information approved by the City.

Beginning with the thirteenth (13th) disposal during a calendar year, the disposer shall be charged the applicable non-residential rate for that disposal and all remaining disposals made during the remainder of that calendar year.

(4) **Non-Residential Disposal.**

The non-residential disposal rate shall apply to:

(a) Individuals who are not residents of the City of Jackson;

(b) Commercial, business, contractor, institutional, or other disposal activity that is not for residential purposes; and

(c) City of Jackson residential users who have exceeded twelve (12) disposals during the applicable calendar year.

The non-residential disposal fee shall be $20.00 per ton with a one-ton minimum charge.

For a non-residential load weighing less than one (1) ton, the disposer shall be assessed a minimum disposal charge of $20.00. Loads weighing one (1) ton or more shall be assessed at the rate of $20.00 per ton based upon actual tonnage as determined by the City's weigh scale system.

(5) **Electronic Scale Management.**

The City may utilize its electronic scale management software to record and maintain information reasonably necessary to administer the disposal fee structure, including disposer category, vehicle information, residency verification, material type and weight, number of disposal transactions, applicable fees, and transaction records.

The Department of Public Works, through the Solid Waste Division, may establish reasonable administrative procedures necessary to implement the weigh scale and electronic scale management system consistent with this section.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT:

SECTION 1.

Section 106-148 of the Code of Ordinances of the City of Jackson, Mississippi, shall be amended to read as follows:

Sec. 106-148. - Solid waste facility disposal fees.

It shall be unlawful to enter upon any solid waste facility managed, controlled, and operated by the City of Jackson for the purpose of removing or disposing of garbage, trash, debris, or refuse material of any type except as hereinafter provided:

(1) All refuse material collected by the City of Jackson Public Works Department or any other department or agency of the City shall be disposed of at a City of Jackson solid waste facility without charge if collected by the Public Works Department or department or agency of the City in the course of its operations.

(2) All persons other than those provided for in subsection (1) above shall pay the applicable disposal fees when disposing of authorized trash, debris, rubbish, and other refuse material at the Byram or other solid waste facility managed, controlled, or operated by the City of Jackson.

Except for materials for which a separate fee is established herein, disposal fees shall be assessed based upon the actual weight of material delivered to the facility as measured by the City's weigh scale

system. The weight recorded through the City's weigh scale system and associated electronic scale management software shall constitute the official weight used to calculate the applicable disposal fee.

Disposal Fee Schedule

Disposer Category / Material	Fee
City of Jackson Residential Disposal	$10.00 per ton; no minimum charge
Non-Residential Disposal	$20.00 per ton; one-ton minimum charge
Car/Truck Tire	$1.00 each
Commercial Tire	$3.00 each
Tractor Tire, Farm Tire, or Skid Steer Tire	$5.00 each

(3) **City of Jackson Residential Disposal.**

To qualify for the City of Jackson residential disposal rate, the disposer must provide proof of current residency within the corporate limits of the City of Jackson through a valid driver's license presented at the scale prior to disposal.

The residential disposal fee shall be $10.00 per ton with no minimum charge. The fee shall be calculated based upon the actual tonnage of material delivered to the facility as determined by the City's weigh scale system.

The residential disposal rate shall apply only to disposal activity for residential purposes and shall be limited to twelve (12) disposals per calendar year, beginning January 1 and ending December 31.

The City's electronic scale management software shall maintain disposal records and track the number of residential disposal transactions by driver's license number, license plate number, or other identifying information approved by the City.

Beginning with the thirteenth (13th) disposal during a calendar year, the disposer shall be charged the applicable non-residential rate for that disposal and all remaining disposals made during the remainder of that calendar year.

(4) **Non-Residential Disposal.**

The non-residential disposal rate shall apply to:

(a) Individuals who are not residents of the City of Jackson;

(b) Commercial, business, contractor, institutional, or other disposal activity that is not for residential purposes; and

(c) City of Jackson residential users who have exceeded twelve (12) disposals during the applicable calendar year.

The non-residential disposal fee shall be $20.00 per ton with a one-ton minimum charge.

For a non-residential load weighing less than one (1) ton, the disposer shall be assessed a minimum disposal charge of $20.00. Loads weighing one (1) ton or more shall be assessed at the rate of $20.00 per ton based upon actual tonnage as determined by the City's weigh scale system.

(5) **Electronic Scale Management.**

The City may utilize its electronic scale management software to record and maintain information reasonably necessary to administer the disposal fee structure, including disposer category, vehicle information, residency verification, material type, weight, number of disposal transactions, applicable fees, and transaction records.

The Department of Public Works, through the Solid Waste Division, may establish reasonable administrative procedures necessary to implement the weigh scale and electronic scale management system consistent with this section.

SECTION 2.

All provisions of the Code of Ordinances of the City of Jackson, Mississippi, in conflict with the provisions of this ordinance shall be, and the same are hereby, repealed; and all other provisions of the Code of Ordinances of the City of Jackson, Mississippi, not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3.

Should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Code of Ordinances of the City of Jackson, Mississippi, as a whole.

SECTION 4.

The preceding amendment to the Solid Waste Facility Disposal Fee Ordinance shall be effective and enforceable thirty (30) days after adoption and publication.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDINANCE AMENDING THE SOLID WASTE FACILITY DISPOSAL FEES, SECTION 106-148 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.

9/16/26

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant*
Terry Williamson, *Legal Counsel*

Date

CITY COUNCIL AGENDA ITEM DATA SHEET September 15, 2026

DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDINANCE AMENDING THE SOLID WASTE FACILITY DISPOSAL FEES, SECTION 106-148 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	**Who will be affected**	Users of the City rubbish facility
4.	**Benefits**	Creates a more equitable rate structure that differentiates between commercial use and residential use.
5.	**Schedule (beginning date)**	Effective thirty (30) days after adoption and publication
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward: All Wards Citywide: Yes Location/Area: City of Jackson Class I Rubbish Landfill, 6810 I-55 South Frontage Road, Byram, Mississippi
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐ ▪	City of Jackson Department of Public Works, Solid Waste Division at the request of the governing authorities
8.	**COST**	N/A
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	N/A

Revised 2-04

City of Jackson
Department of Public Works

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E. Director
Department of Public Works

Council Agenda Item Briefing Memo

Agenda Item:	ORDINANCE AMENDING THE SOLID WASTE FACILITY DISPOSAL FEES, SECTION 106-148 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI. (ALL WARDS)
Council Meeting:	September 22, 2026
Consultant/Contractor:	Neel-Schaffer, Inc.
Purpose:	To amend the City's solid waste facility disposal fees to implement a weight-based fee structure using the newly installed weigh scale system and electronic scale management software.
Cost: N/A	
Project/Contract Type:	Ordinance Amendment
Funding Source:	N/A
Schedule/Time:	Effective thirty (30) days after adoption and publication
DPW Manager:	Lakesha Weathers

Background: Attached for your consideration is an ordinance amending Section 106-148 of the Code of Ordinances of the City of Jackson to revise the disposal fee structure for the City's Class I Rubbish Landfill. The City has procured and installed a weigh scale system and associated electronic scale management software that will allow disposal fees to be assessed using the actual measured weight of material delivered to the facility rather than estimated cubic-yard volumes. Neel-Schaffer evaluated potential fee structures and recommended a blended, weight-based structure that distinguishes between City of Jackson residential use and non-residential use. The proposed structure is intended to improve accuracy, accountability, revenue management, recordkeeping, and management of available landfill airspace while maintaining an affordable disposal option for City residents.

Talking Points:

Landfill Operational Readiness

• On February 3, 2026, MDEQ confirmed its review and acceptance of the Construction Certification Report for the northern slope of the eastern expansion area and stated that it had no objection to waste disposal within the certified portions, subject to applicable laws, regulations, and permit conditions.

• The City has advanced operational improvements to support reopening, including heavy equipment, internet connectivity, and a new weigh scale system with associated hardware and software.

Current Fee Structure and Need for Revision

• The existing rubbish disposal fee is $5.00 per cubic yard and relies on estimated load volumes and assumed capacities assigned to various vehicle and trailer types.

• The new scale system allows the City to transition to actual weight-based, per-ton billing, which is more consistent with industry practice and supports improved revenue and landfill airspace management.

Proposed Residential Rate

• City of Jackson residential users: $10.00 per ton with no minimum charge.

• Residential eligibility will be verified through a valid driver's license presented at the scale.

• The residential rate is limited to twelve (12) disposals per calendar year.

• Beginning with the thirteenth (13th) disposal, the user will be charged the non-residential rate for all remaining disposals during that calendar year.

Proposed Non-Residential Rate

• Non-residential users: $20.00 per ton with a one-ton minimum charge.

• The non-residential rate applies to individuals who are not City of Jackson residents, commercial or other non-residential disposal activity, and residential users who exceed the annual twelve-disposal limit.

Electronic Scale Management

• The scale management software will calculate fees based on actual tonnage and maintain disposal transaction records.

• The system will track residential disposals by driver's license number, license plate number, or other approved identifying information and support automatic conversion to the non-residential rate after the annual residential limit is reached.

Other Existing Fees

• Car/Truck tire: $1.00 each.
• Commercial tire: $3.00 each.

• Tractor/farm/skid steer tire: $5.00 each.
• White goods: No charge (Residents may drop off white goods at the facility free of charge).

Recommendation

• Implement the proposed weight-based fee structure upon reopening of the landfill and review the fee schedule annually to ensure that it remains competitive and supports landfill operations and financial sustainability.

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OFFICE OF THE CITY ATTORNEY
9/30/26

ORDER CONFIRMING THE MAYOR'S NOMINATION OF PRICILLA WILLIAMS TILL TO THE JACKSON-HINDS LIBRARY BOARD.

WHEREAS, the Library Board consist of seven (7) members, for a term of five (5) years; and

WHEREAS, there are currently 2 vacancies on the Library Board; and

WHEREAS, Pricilla Williams Till, resident of Ward 3, after evaluation of her qualifications, has been nominated by the Mayor to fill said vacancy for Ward 3.

IT IS, THEREFORE, ORDERED that the Mayor's appointment of Pricilla Williams Till to the Jackson-Hinds Library Board be confirmed with said term to expire October 6, 2031.

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October 6, 2026
(Horhn)

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY
9/30/26

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S NOMINATION OF PRICILLA WILLIAMS TILL TO THE JACKSON-HINDS LIBRARY BOARD** is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure

Sondra Moncure, *Special Assistant*

9/30/26

Date

PRISCILLA WILLIAMS TILL

2024 Mobile Avenue
Jackson, MS 39213
Cell Phone: (601) 882-6011
E-mail: sterlingpriscilla51@gmail.com

Job Position: Community Advocate
Appointment Eligibility: U.S. Citizen, Hold a U.S. driver's license with 2 yrs remaining validity
Citizenship: United States
Veterans Preference: Nos

OBJECTIVE: Secure a position as a Teacher/ Community Advocate where I can utilize my experience in workforce development, case management, leadership, and organization. Utilizing my education and experiences to contribute to the productivity of community services.

EXPERIENCE:

08/08/2023- Present Sociology Teacher

- **Designing and planning lessons that align with education standards and addresses key sociological concepts**
- **Creating a positive learning environment by establishing rules and expectations, and managing student behavior**
- **Teaching students about social structures, institutions, and issues such as race, class, gender. and globalization using a variety of instructional methods**
- **Evaluating student understanding through tests, projects, essays, and presentations, and providing constructive feedback**
- **Encouraging student participation through discussions, group work, and critical thinking activites , fostering an open classroom atmosphere**
- **Incorporating diverse materials, such as textbooks, documentaries, articles, and guest speakers, to enhance learning**

04/03/2014 – Present Emmett Till Justice for Families

Community Advocate

- Network with relevant groups and individuals to gather support for a certain cause and address community needs.
- Bring together groups of individuals and organizations to achieve a certain objective through collective action
- Use a variety of means to reach out to community members such as digital tools including social media platforms and traditional media
- Give effective presentations to engage the community and clients
- Works harmoniously with others with exemplary interpersonal skills.
- Works on strict deadlines which require prompt attention to detail and reliable attendance.
- Performs other duties as assigned, collecting data, research, contacting media outlets.
- Recommend ways to solve community needs by gathering, analyzing, and presenting data.
- Successfully engaging within the organization, you will develop effective working relationships with management and employees

12/2016-02/2022- Lanier High School, 833 Maple Street, Jackson Mississippi 39213
08/2022–05/2023 Murrah High School, 1400 Murrah Drive, Jackson, Mississippi 39213

Special Education Teacher

- Teaching a small group of students (16) to become independent and self-reliant
- Preparing and executing lessons and resources
- Assessing the students' work done in class
- Using manipulatives, special tools and equipment provided to stimulate an interesting learning environment

- Updating parents on their child's progress and giving recommendations to promote a better learning environment at home
- Developing and adopting individualized teaching methods that are suitable for the child
- Collaborating with the Lead teacher and Administration to build a better learning environments for the students
- Patient, Attentive, Loving, and Caring enough to do this job; not for anyone

01/2014 – 10/2016 Jackson State University/ Jackson Medical Mall, 350 West Woodrow Wilson, Jackson, Ms 39213

Project Coordinator Community Health Worker/ City of Jackson AMERICORPS VISTA

- Improved Patient Compliance and Satisfaction
- Controlled Cost.
- Improved Health Outcomes
- Promoted Proper use of Available Health Services
- Located and created Community Health Houses in Humprey's County, Holmes County, and Hinds County
- Provided direct services like informal counseling, social support, care coordination, health services enrollment, health navigation skills, and ensured preventative health screenings
- Advocate for people and community health needs
- Bridged the gap between communities, health agencies, and human services by increasing people's health knowledge to become self-reliant
- Identified children and adult community members on Medicaid and private insurance; members eligible for insurance but not enrolled, I enrolled them for appropriate care and follow-up
- Collected data from over 600 patients per county, Humphrey, Holmes, and Hinds; clarified the importance of documentation, assessments, and coordinated efforts of the organization

EDUCATION:

College-	GPA 3.8	2010	Bachelor of Arts, Social Services, Belhaven University
	GPA 3.5	2013	Masters of Science in Leadership, Belhaven University
High School-	GPA 2.89 General Studies	1988	Lanier High, 833 Maple Street, Jackson, MS 39213

PROFESSIONAL SKILLS:

Proficiency in Word, Excel and PowerPoint
Time management
Operational/Continuous Improvement
Team Building
Project Manager for Special Projects
Planning & Coordinating of Multiple Presentation
Experience with At-Risk-Youth
Drives Engagement and Leads
Supervision
Energetic Work Attitude
Sharp Problem Solver

References:
Available upon request

PRISCILLA WILLIAMS TILL

2024 Mobile Avenue

Jackson, MS 39213
Cell Phone: (601) 882-6011
E-mail: sterlingpriscilla51@gmail.com

Dear Prospective Employer:

This is a letter of application for a position that is currently being recruited for at your location. This position is suitable for me based on my expertise, training, and experience. I feel that I am a qualified candidate for this position for the following reasons:

• I have the experience and training necessary to do an effective job. I would contribute positively to the organization in the most productive way possible.

• I am highly competitive, willing to accept challenges and responsibilities readily.

• I am a people-oriented individual that knows how to communicate with others in order to get their maximum productivity as well as to give and receive constructive criticism.

• I can successfully plan, organize, implement, and evaluate performances based on results and make corrective actions where it is needed.

My cover letter and attached resume present just a small picture of motivation and qualifications. I welcome the opportunity to speak with you so that I can tell you more about my abilities.

Sincerely Yours,
Priscilla Sterling

Enclosure

References

Dr. Hill,
Assistant Principal (Murrah High School
Clhill20022003@yahoo.co
601-506-6497

Tabitha Knight
Safety Specialist (BASF)
knighttabitha@yahoo.com
601-454-9439

Lauren Williams
Education Administrator Assistant
Patricewilliams2014@gmail.com
601-926-8787

References Available Upon Request

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OFFICE OF THE CITY ATTORNEY

ORDER SETTING A PUBLIC HEARING FOR THE DISTRICT PLAN OF THE DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT, IN ACCORDANCE WITH THE BUSINESS IMPROVEMENT DISTRICT ACT.

WHEREAS, the Municipal Clerk Department recommends that the City's governing authority for the City of Jackson convene a public hearing, to be held at 6:00 p.m. on Thursday, October 22, 2026, regarding the Downtown Jackson Business Improvement District (BID). This will provide affected property owners the opportunity to reauthorize a new district plan for a period of ten (10) years and ensure the continuity of the BID; and

WHEREAS, the Downtown Jackson Business Improvement District operates under a district plan adopted by the eligible property owners and administered by a district management group in accordance with Miss. Code Ann. § 21-43-121; and

WHEREAS, the Business Improvement District Act, codified at Miss. Code Annotated Sections 21-43-101 through 21-43-133, authorizes private commercial property owners located in a contiguous area of a municipality zoned for commercial or industrial use to create a business improvement district (BID); and

WHEREAS, pursuant to that statutory amendment, the affected property owners seek to reauthorize the Downtown Jackson Business Improvement District in 2016 for a ten-year term ending December 31, 2026. The Downtown Jackson property owners now seek to reauthorize the BID for an additional ten-year period, beginning January 1, 2027; and

WHEREAS, in accordance with Miss. Code Annotated Section 21-43-111, the affected property owners of the BID filed their petition with the clerk of the municipality, signed by at least twenty percent (20%) of the property owners in an area proposing an amended business improvement on Wednesday, September 16, 2026; a copy is attached and incorporated in the minutes by reference; and

WHEREAS, on Thursday, September 17, 2026, in accordance with Miss. Code Ann. § 21-43-113, Downtown Jackson Partners, the district management group for the BID, acting on behalf of property owners, timely mailed a letter and further notified the eligible BID property owners of a meeting of property owners to be held at 8:30 a.m. on Thursday, October 1, 2026, at the King Edward Hotel, stating that the purpose of the October 1 meeting was for the property owners in attendance to approve a district plan for the BID for the ten-year period beginning January 1, 2027. As the statute provides, "[t]he goal of the meeting shall be to develop a district plan for the upcoming ten-year period," which "shall be agreed upon by a majority of those property owners in attendance at the meeting;" and

WHEREAS, a majority of property owners present at the October 1, 2026, meeting approved the new district plan; and

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October 6, 2026
(Harris, Horhn)

WHEREAS, in accordance with Miss. Code Annotated Section 21-43-117(1), the Municipal Clerk is statutorily obligated to notify all property owners to be included in the proposed district of a public hearing to review the plan and receive comment about the process for accepting or rejecting the plan; and

WHEREAS, the new district plan addresses district boundaries, improvements and programs, expenses, funding, and target dates, as well as related matters, including public safety, economic development, landscape & maintenance, and marketing; and

WHEREAS, the Municipal Clerk, having received the Downtown Jackson Business Improvement District Plan, is required under Miss. Code Ann. § 21-43-117(1) to schedule a public hearing and provide notice to all downtown property owners so they may "review the plan and receive comment about the process for accepting or rejecting the plan; and

WHEREAS, the Municipal Clerk proposes that, in accordance with Miss. Code Ann. § 21-43-117(1), the City Council direct the Municipal Clerk to convene a public hearing on the new district plan for the Downtown Jackson Business Improvement District, to be held at 6:00 p.m. on Thursday, October 22, 2026, in the Council Chambers; and

WHEREAS, furthermore, on October 7, 2026, the Municipal Clerk will send notification letters to property owners within the Downtown Jackson BID regarding the October 22nd public hearing. The Clerk will also publish notice of the hearing twice in a local newspaper and post the notice at City Hall; and

WHEREAS, the BID is funded through an annual assessment levied on the eligible property in the district based upon the gross square footage of the property. Miss. Code Ann. § 21-43-123; and

WHEREAS, the governing authorities of the municipality levy the BID assessment at the same time and in the same manner as ad valorem taxes are levied; and

WHEREAS, in 1996, private property owners in Jackson's downtown area, following the procedures set forth under the BID Act, voted to create the Downtown Jackson Business Improvement District to operate for a period of five years; and

WHEREAS, since then, the private property owners have voted in 2001, 2006, and 2011 to reauthorize the Downtown Jackson Business Improvement District for five-year periods; and

WHEREAS, Downtown Jackson Partners, a nonprofit corporation, has served as the district management group since the BID's inception.

IT IS HEREBY ORDERED by the City Council of Jackson, Mississippi, that, in accordance with Miss. Code Ann. § 21-43-117(1), the Municipal Clerk shall convene a public hearing on the new district plan for the Downtown Jackson Business Improvement District, to be

held at 6:00 p.m. on Thursday, October 22, 2026, in the Council Chambers; and further finds that on October 7, 2026, the Municipal Clerk shall mail notification letters for the October 22nd public hearing to downtown Jackson property owners, and shall publish notice of the hearing twice in a local newspaper of general publication and post notice at City Hall.

Agenda Item No. _____
Date: October 6, 2026
By: Harris, Horhn

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
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Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER SETTING A PUBLIC HEARING FOR THE DISTRICT PLAN OF THE DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT, IN ACCORDANCE WITH THE BUSINESS IMPROVEMENT DISTRICT ACT** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure 9/28/26

DATE

Sondra Moncure, *Special Assistant*

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
1. Congress Street Investors LLC	202 N Congress, Jackson, MS 39201	Title: Manager
By:_____	34-14	

MUNICIPAL CLERK
'25 SEP 15 PM3:07

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
2. Congress Street Investors LLC	0 E Amite St, Jackson, MS 39201	
By:	34-16	Title: Manager

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
3. Congress Street Investors LLC	219 N President St, Jackson, MS 39201	
By:	34-7	Title: Manager

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
4. 123 W Capitol LLC	123 W Capitol St, Jackson, MS 39201	
By: J. Kanchitti	190-11	Title: Manager

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
5. 206-208 W Capitol LLC By:	206 W Capitol St. Jackson, MS 39201 86-76	Title: Manager

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
6. Pruet Oil Co	217 W Capitol St, Jackson, MS 39201	
By: Richard Calhoun	190-4	Title: Manager

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT

REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
7. Le Fleurs Bluff Properties LLC By: E. J. Gilbert III	401 E Capitol St 192-34	Title: Manager

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHERREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHERREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHERREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
8. Le Fleurs Bluff Properties LLC By: E.T. Gilbert III	413 E Capitol St 192-35	Title: Manager

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
9. Le Fleurs Bluff Properties LLC By: E. J. Gilbert III	415 E Capitol St 92-36	Title: Manager

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
10. Cadillac Games LLC	430 S State St	
By: E. J. Gilbert III	194-4	Title: Manager

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
1) Trace Place Properties LLC	426 B Capitol St	
By: E.J. Gilbert, III	33-19	Title: Manager

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
12. Trace Place Properties LLC By: E. J. Gobart, III	422 B Capitol St 33-20	Title: Manager

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
13. Trace Place Properties LLC	422 E Capitol St	
By: E.J. Gilbert III	33-20	Title: Manager

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
14 Trace Place Properties LLC By: E. I. Gibert, III	418 E Capitol St 33-21	Title: Manager

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
15. Trace Place Properties LLC	113 N President St	
By: E. T. Gilbert, III 33-22		Title: Manager

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
16. Huntington Bank	525 E Capitol St	
By: Joseph U. Moss	192-37	Title: AS Regional President
Elonie Christian		Elonie Christian
SVP, Corporate RE Director		SVP, Corporate RE Director

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
17. Huntington Bank	525 E Capitol St	
By: Joseph W. Moss	192-38	Title: MS Reg Pres
Elonie Christen		Elonie Christen
SVP, Corporate RE Director		SVP, Corporate RE Director

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
18. Bailey Mortgage Co Security Centre Inc 211 Pearl St By: Ann M. Fry	191-32	Ann M. Fry Title: Regional Property Manager

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
19. Bailey Mortgage Co. Security Centre Inc. By: Ann M. Fry	200 Lamar St 191-30	Ann M. Fry Title: Regional Property Manager

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
20. Hertz Jackson City Centre LLC By: Ann M. Fry	211 West St 191-3	Title: Regional Property Manager

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
21. Security Centre Inc By: Ann M. Fry	200 S Lamar St, Jackson, MS 39201 191-8	Ann M. Fry Title: Regional Property Manager

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
22. Security Centre Inc	200 S Lamar St, Jackson, MS 39201	
By Anna M. Fry	191-8-1	Title Regional Property Manager

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
23. Hertz Jackson Four LLC By: Ann M. Fry	111 E Capitol St, Jackson MS 39201 191-39	Title Regional Property Manager

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
24. Hertz Jackson Five LLC By: Ann M. Fry	E Capitol St, Jackson, MS 39201 85-8	Ann M. Fry Title: Regional Property Manager

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
27. Thomas Sprengler Building LLC By: Steve Davis	129 S President St, Jackson, MS 39201 192-27	Title: Manager

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
31. Huntington Bank	S President St	
By: Joseph W. Mass	192-45	Title: MS Regional Executive
Elonie Austen		Elonie Austen
SVP, Corporate RE Director		SVP, Corporate RE Director

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
32. Huntington Bank	State St	
By: Joseph W. Mass	192-45-1	Title: MS Region President
Eloise Austen SVP, Corporate RE Director		Eloise Austen SVP, Corporate RE Director

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
33. Hertz OJP Holdings LLC By: Ann M. Fry	188 E Capitol St 85-8-2	Ann M. Fry Title: Regional Property Manage.

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
33. Hertz OJP Holdings LLC	188 E Capitol St	
By: Brian E. Estes	85-8-2	Title: AS Controller Authorized Signatory

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
36. Trustmark National Bank	244 E Capitol St	
By: James M Clark 8/6-30 ST		Title: Exec VP

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
37. Trustmark Bank By: James McCaskill Jr	248 E Capitol St 85-31	Title: Executive VP

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
38. Trustmark Bank	227 E Amite St	
By: James M Campbell IV	85-35	Title: Executive VP

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
Lamar Life Oalicb LLC	315 E. Capitol St	
By:	192-2	Title:

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
Mattiace Office Co LLC	125 S. Congress	
By:	192-3	Title:

DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT
REAUTHORIZATION PETITION

WHEREAS, the Business Improvement District Act, Section 21-43-1 et seq. of the Mississippi Code of 1972 (the "BID Act") provides procedures for the establishment and reauthorization of business improvement districts within the State of Mississippi; and

WHEREAS, pursuant to the BID Act, the Downtown Jackson Business Improvement District (the "Jackson BID") is a validly formed and operating business improvement district covering certain portions of Downtown Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-43-111 of the BID Act, the undersigned property owners constitute at least twenty percent (20%) of the eligible property owners within an area proposing to form and reauthorize a business improvement district (in this case, said property owners are among a contiguous group of non-residentially zoned local property owners within the current Jackson BID), and by signing the Petition the undersigned property owners indicate their desire to begin the reauthorization process for the Jackson BID, as provided by the BID Act, with the initial step being the submission of this Petition to the Municipal Clerk of the City of Jackson, Mississippi.

NOW, THEREFORE, for the purpose of notifying the Municipal Clerk in writing their desire to reauthorize the Jackson BID and begin the process of reauthorization of the Jackson BID, the following property owners have affixed their signatures next to their names and addresses as set forth below:

Owner & Signee Name	Address or Tax Parcel No. of Property Owned	Signature & Title
28. Old Capitol Inn Inc	226 N State St, Jackson, MS 39201	
By:	30-3	Title: Owner

IT IS FINALLY ORDERED, that the Mayor be authorized to sign the necessary documents to effectuate said changes.

Council Member Barrett-Simon moved adoption; **Council Member Crisler** seconded.

Yeas - Allen, Barrett-Simon, Crisler, and McLemore.
Nays - Dagner-Cook and Stokes.
Absent - Brown.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE APPLICATION AND ALL DOCUMENTS RELATED TO THE 2001 NATIONAL SCIENCE FOUNDATION GRANT FOR THE 100 SQUARED PROJECT.

WHEREAS, the City desires to submit on behalf of the Russell C. Davis Planetarium an application, in the amount of $823,000, with an in-kind contribution not to exceed $439,000, to the National Science Foundation (NSF) for participation in its After School Centers for Exploration and New Discovery (ASCEND) Program for a three-year period;

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an application and any all documents related thereto for the City's participation in the After School Centers for Exploration and New Discovery program administered by the National Science Foundation, said program being identified as the 100 Squared Project which is to be implemented by the Russell C. Davis Planetarium, a Division of the Department of Human and Cultural Services.

Council Member Stokes moved adoption; **Council Member Crisler** seconded.

Yeas - Allen, Barrett-Simon, Crisler, Dagner-Cook, McLemore, and Stokes.
Nays - None.
Absent - Brown.

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

ORDER ESTABLISHING THE ASSESSMENT FOR THE JACKSON DOWNTOWN AREA BUSINESS IMPROVEMENT DISTRICT FOR TAXES FOR THE CITY OF JACKSON FOR THE FISCAL YEAR 2001-2002 (TAX YEAR 2001) AND WITHHOLDING DISTRIBUTION OF SAID FUNDS UNTIL THE CITY RECEIVES THE RESULTS OF ITS SUBMISSION TO THE UNITED STATES DEPARTMENT OF JUSTICE FOR PRECLEARANCE AND THE MAYOR HAS REVIEWED THE PLAN OF THE BUSINESS IMPROVEMENT DISTRICT TO ENSURE ITS COMPLIANCE.

WHEREAS, an election was held on October 11, 2001, to allow property owners, who were included on a list certified by the Hinds County Tax Assessor's Office, to decide on the issue regarding the reauthorization of the Business Improvement District as required by State Law; and

WHEREAS, the results of the October 11, 2001 Election, along with other documents related to this matter, have been submitted to the United States Department of Justice for a preclearance determination; and

WHEREAS, because the Hinds County Tax Assessor must complete tax statements by a specified deadline, it is necessary that an assessment be authorized prior to the results of the preclearance determination; and

WHEREAS, pursuant to Mississippi Code Annotated, as amended, § 21-43-123 the City is authorized to levy an assessment, but said funds collected from said assessment shall not be disbursed to the Business Improvement District, known as Downtown Partners, until the City receives the results of its submission to the United States Department of Justice, and the Mayor has reviewed the plan of the Business Improvement District to ensure its compliance;

IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that there is levied on all taxable real property in the Downtown Business Improvement District within the corporate limits of the City of Jackson a levy of $0.08 on each square foot of buildings and unimproved real estate for the following properties:

Property Owner	Property Address	Parcel #	Sq. Ft. (Land)	Sq. Ft. (Bldg)	$.08 per square foot
123 North State Partnership	123 N. State St.	33-10	3828	4750	$686.24
c/o Grantham Young		33-10			
6360 I-55 North, Suite 401		33-10			
Jackson, MS 39211		33-10			
656 North State Partnership LLC		24-21			
c/o Centex Concord	656 N. State St.	24-21	48569	41860	$7,234.32
1151 N. State St. Suite 408		24-21			
Jackson, MS 39202		24-21			
The Molpus Company	654 N. State St.	24-32	15071	5400	$1,637.68
P.O. Box 59		24-32			
Philadelphia, MS 39350		24-32			
AT&T	East Pearl St.	191-66	15122	145286	$12,832.64
E. Pearl St.		191-66			
Jackson, MS 39201		191-66			
Henry M. Addkison, Jr.	126 East Amite St.	84-19	12799	15000	$2,223.92
931 Gillespie St.		84-19			
Jackson, MS 39202		84-19			
Donna & George Agnew	418 Yazoo St.	34-45	2277	1740	$321.36
P.O. Box 510		34-45			
Terry, MS 39170		34-45			
Mrs. Dean Alexander	College St.	35-18	10880		$870.40
P.O. Box 41		35-18			
Jackson, MS 39205		35-18			
Carlsbad Properties LLC	N. Jefferson St.	24-16	43640		$3,491.20
State of MS Lessor		24-16			
P.O. Box 425		24-16			
Jackson, MS 39205		24-16			
Reuben V. Anderson	N. Mill St.	86-15	5580		$446.40
Fred L. Banks, Jr.		86-15			
P.O. Drawer 290		86-15			
Jackson, MS 39205		86-15			
Reuben V. Anderson	200 N. Mill St.	86-16	7210	3450	$852.80
Fred L. Banks, Jr.		86-16			
P.O. Drawer 290		86-16			
Jackson, MS 39205		86-16			
Applejack Realty	E. Pearl St.	192-31	11120		$889.60
P.O. Box 3747		192-31			
Jackson, MS 39207-3747		192-31			
Bailey Mortgage Co.	200 S. Lamar St.	191-30	24883	166128	$15,279.28
Security Centre		191-30			
c/o Parkway Property Tax Adm.		191-30			
188 E. Capitol St., Suite 1000		191-30			
Jackson, MS 39201		191-30			
Security Centre Inc.	211 E. Pearl St.	191-32	13948		$1,115.84
Bailey Mortgage		191-32			

P.O. Box 2399		191-32			
Jackson, MS 39225		191-32			
Bank of Mississippi		186-21	4000		$320.00
John R. Enochs Trust	S. Congress	186-21			
c/o Carroll Kerr		186-21			
4508 Lafayette Lane		186-21			
Loganville, GA 30052		186-21			
Bank of Mississippi	525 E. Capitol St.	192-37	12618	70111	$6,618.32
P.O. Box 789		192-37			
Tupelo, MS 38802		192-37			
Bank of Mississippi	517 E. Capitol St.	192-38	4333	5700	$802.64
P.O. Box 789		192-38			
Tupelo, MS 38802		192-38			
Bank of Mississippi	S. State St.	192-45	29440	3876	$2,665.28
P.O. Box 789		192-45			
Tupelo, MS 38802		192-45			
Bank of Mississippi	S. State St.	192-45-1	36691		$2,935.28
P.O. Box 789		192-45-1			
Tupelo, MS 38802		192-45-1			
Beach Luckett Ross	499 S. President St.	186-29	16000	13888	$2,391.04
P.O. Box 1669		186-29			
Jackson, MS 39205		186-29			
Alvin M. Binder	511 E. Pearl St.	192-79	3000	3200	$496.00
511 East Pearl St.		192-79			
Jackson, MS 39201		192-79			
John M. Boone &	316 N. Congress St.	34-51	9001		$720.08
Joan B. Bellan		34-51			
3936 King Hwy.		34-51			
Jackson, MS 39216		34-51			
Whatley Auto Supply	409 S. State St.	186-52-1	5841	3120	$716.88
P.O. Box 286		186-52-1			
Jackson, MS 39205		186-52-1			
Percy R. Broome	411 S. State St.	186-52	7264	3200	$837.12
409 S. State St.		186-52			
Jackson, MS 39201		186-62			
Bule House Partnership	628 N. State St.	24-29	28217	10800	$3,121.36
c/o Mrs. Howard McMillan		24-29			
1200 Meadowbrook Road #34		24-29			
Jackson, MS 39206		24-29			
Bule House Partnership	North St.	24-30	8926		$714.08
c/o Mrs. Howard McMillan		24-30			
1200 Meadowbrook Road #34		24-30			
Jackson, MS 39206		24-30			
Worldcom Mgt.	229 N. State St.	34-20	5600	2860	$676.80
500 Clinton Center Drive		34-20			
Clinton, MS 39056		34-20			
Seymour Schwartz	236 W. Capitol St.	86-67	2400	4800	$576.00
CLD&I, Inc.		86-67			
117 1/2 W. Capitol St.		86-67			
Jackson, MS 39201		86-67			
Seymour Schwartz	117 W. Capitol St.	190-13	2350	2350	$376.00
CLD&I		190-13			
117 1/2 W. Capitol St.		190-13			
Jackson, MS 39201		190-13			
CLD&I	W. Capitol Street	190-15	4700		$376.00
117 1/2 W. Capitol St.		190-15			

Jackson, MS 39201		190-15			
Hilda Stauss Owen	129 E. Pascagoula	185-6	13600	4191	$1,423.28
CA Properties		185-6			
129 E. Pascagoula St.		185-6			
Jackson, MS 39201		185-6			
Capitol Street Association	175 E. Capitol St.	191-50	93608	156839	$20,035.76
c/o Bellsouth Telecomm		191-50			
Room 20C75		191-50			
675 W. Peachtree St.		191-60			
Atlanta, GA 30375		191-60			
Wilfred Q. Cole & Gwen W.	415 E. Capitol St.	192-36	3048	6096	$731.52
4036 Boxwood Circle		192-36			
Jackson, MS 39211		192-36			
COM NAV Realty Corp.	225 E. Pearl St.	191-33	12000	9750	$1,740.00
Heritage Bldg. Suite 407		191-33			
P.O. Box 2469		191-33			
Jackson, MS 39225		191-33			
Consolidated Investment Co.	422 E. Capitol St.	33-20	3240	2059	$423.92
P.O. Box 137		33-20			
Jackson, MS 39205		33-20			
Alfred Crisler &	425 Tombigbee St.	186-26	2430	4456	$550.88
Francis Bowling		186-26			
431 Tombigbee St.		186-26			
Jackson, MS 39201		186-26			
Crossroads Enterprises	207 W. Amite St.	86-76-2	12049	41000	$4,243.92
Major Mtge.		86-76-2			
207 W. Amite St. #10		86-76-2			
Jackson, MS 39201		86-76-2			
GMI Net	224 E. Capitol St.	85-26	1980	1980	$316.80
134 Sunflower Avenue		85-26			
Clarksdale, MS 38614		85-26			
Danny E. Cupit	304 N. Congress St.	34-54	12305	7000	$1,544.40
P.O. Box 22929		34-54			
Jackson, MS 39225		34-54			
Danny E. Cupit	Yazoo St.	34-55	4815		$385.20
P.O. Box 22929		34-55			
Jackson, MS 39225		34-55			
Plaza Investments	210 E. Capitol St.	85-21		313761	$25,100.88
4800 I-55 N #31B		85-21			
Jackson, MS 39211		85-21			
Saliba H. & Lamia R. Dabit	101 E. Capitol St.	191-37	7200	19440	$2,131.20
5035 Meadow Oak Park Dr.		191-37			
Jackson, MS 39211		191-37			
Saliba H. & Lamia R. Dabit	109 E. Capitol St.	191-38	2300	3450	$460.00
5035 Meadow Oak Park Dr.		191-38			
Jackson, MS 39211		191-38			
Carolyn P. Davis	206 S. State St.	193-2	2550		$204.00
W.K. Paine		193-2			
P.O. Box 13		193-2			
Jackson, MS 39205		193-2			
North State St. Holdings, Inc.	653 N. State St.	36-9	10192	2800	$1,039.36
c/o William L. Davis		36-9			
1076 Arnold Rd.		36-9			
Benton, MS 39039 .		36-9			
Charles Dennery	113-115 W. Capitol	190-14	4930	9400	$1,146.40
8022 Hwy 49 North		190-14			

Jackson, MS 39209		190-14			
Plaza Investments, LLC	220 E. Amite St.	84-12-1	40467	212283	$20,220.00
4800 I-55 N #31B		84-12-1			
Jackson, MS 39211		84-12-1			
Deposit Guaranty	219 N. Lamar St.	84-13	18690	4158	$1,827.84
Greyhound Tax Dept.		84-13			
901 Main Street		84-13			
Dallas, TX 75202		84-13			
Deposit Guaranty	205 N. Lamar St.	84-13-2	20347	1075	$1,713.76
Box 1200		84-13-2			
Jackson, MS 39205		84-13-2			
Deposit Guaranty	N. Lamar St.	84-14	2818		$225.44
P.O. Box 730		84-14			
Jackson, MS 39205		84-14			
Plaza Investments	200 E. Capitol St.	85-18	10659	162448	$13,848.56
4800 I-55 N. #31B		85-18			
Jackson, MS 39211		85-18			
Plaza Investments	E. Capitol St.	85-19	33367		$2,669.36
4800 I-55 N. #31B		85-19			
Jackson, MS 39211		85-19			
Plaza Investments	E. Capitol St.	85-20	19015		$1,521.20
4800 I-55 North #31B		85-20			
Jackson, MS 39211		85-20			
Deposit Guaranty Bank	355 S. State St.	186-41	20120	2700	$1,625.60
Box 1200		186-41			
Jackson, MS 39205		186-41			
Deposit Guaranty Bank Trust	E. Capitol St.	85-24	3437		$274.96
J W Harding, Jr.		85-24			
c/o Plaza Investments		85-24			
4800 I-55 North #31B		85-24			
Jackson, MS 39211		85-24			
StateStreet Group	500 N. State St.	24-43	12800	4078	$1,350.24
P.O. Box 13925		24-43			
Jackson, MS 39236		24-43			
Dixie Properties	414 S. State St.	194-2	17600	19050	$2,932.00
711 White Oak Circle		194-2			
Jackson, MS 39208		194-2			
Lynda C. Drivas	819 High St.	24-54	54420		$4,353.60
1200 Meadowbrook Rd.		24-54			
Apt. 17		24-54			
Jackson, MS 39206		24-54			
Lynda C. Drivas	835 High St.	24-66	22875	1250	$1,930.00
1200 Meadowbrook Rd.		24-56			
Apt. 17		24-56			
Jackson, MS 39206		24-56			
Lynda C. Drivas	502 North St.	24-63	28800	15450	$3,540.00
1200 Meadowbrook Rd.		24-63			
Apt. 17		24-63			
Jackson, MS 39206		24-63			
John A. & Patricia Eaves	101 N. State St.	33-1-1	2906	4640	$603.68
101 N. State St.		33-1-1			
Jackson, MS 39201		33-1-1			
John A. Eaves	107 N. State St.	33-5	1872	3400	$421.76
101 N. State St.		33-5			
Jackson, MS 39201		33-5			

Malcolm P. Ewing	610 N. State St.	24-26	14531	11780	$2,104.88
1365 Kimwood Dr.		24-26			
Jackson, MS 39211		24-26			
Joseph D. Fall	236 E. Capitol St.	85-29	6957	41742	$3,895.92
P.O. Box 22923		85-29			
Jackson, MS 39225		85-29			
Thomas W. Faulkner	518 E. Capitol St.	33-4	3344	11600	$1,195.52
P.O. Box 348		33-4			
Oxford, MS 38655-0348		33-4			
Thomas W. Faulkner	226 W. Capitol St.	86-69	8786	9066	$1,427.36
P.O. Box 348		86-69			
Oxford, MS 38655-0348		86-69			
Ferguson Furniture Co.	216 N. Farish St.	84-16	3818	36966	$3,262.72
P.O. Box 3648		84-16			
Jackson, MS 39207		84-16			
Ferguson Furniture Co.	N. Farish St.	84-31	12805		$1,024.40
P.O. Box 3648		84-31			
Jackson, MS 39207		84-31			
Ferrell Hubbard Investments	S. Congress St.	186-32	5516		$441.28
P.O. Box 24448		186-32			
Jackson, MS 39225		186-32			
Ferrell Hubbard Investments	S. Congress St.	186-33	9834		$786.72
P.O. Box 24448		186-33			
Jackson, MS 39225		186-33			
Ferrell Hubbard Investments	405 Tombigbee	186-34	5568	11200	$1,341.44
P.O. Box 24448		186-34			
Jackson, MS 39225		186-34			
Firestone Real Estate	125 W. Pascagoula	183-2	23777	11116	$2,791.44
50 Century Blvd.		183-2			
Nashville, TN 37214		183-2			
Union Planters Bank	N. President St.	34-5	6400		$512.00
P.O. Box 24627		34-5			
Jackson, MS 39225		34-5			
Union Planters Bank	N. President St.	34-6	6400		$512.00
P.O. Box 23053		34-6			
Jackson, MS 39225		34-6			
Union Planters Bank	N. President St.	34-8	3200		$256.00
P.O. Box 23053		34-8			
Jackson, MS 39225		34-8			
Union Planters Bank	Yazoo St.	34-9	12800		$1,024.00
P.O. Box 23053		34-9			
Jackson, MS 39225		34-9			
Union Planters Bank	N. Congress	34-12	13040		$1,043.20
P.O. Box 23053		34-12			
Jackson, MS 39225		34-12			
Union Planters Bank	214 N. Congress	34-13-1	2400		$192.00
P.O. Box 23053		34-13-1			
Jackson, MS 39225		34-13-1			
Union Planters Bank	212 N. Congress	34-13-2	1600	2842	$355.36
P.O. Box 23053		34-13-2			
Jackson, MS 39225		34-13-2			
Union Planters Bank	202 N. Congress	34-14	8080	33694	$3,341.92
P.O. Box 23053		34-14			
Jackson, MS 39225		34-14			
First National Bank	248 Capitol St.	85-31	18044	343000	$28,883.52

P.O. Box 291		86-31			
Jackson, MS 39205		86-31			
First National Bank	227 E. Amite St.	86-35	30009	190855	$17,669.12
P.O. Box 291		86-35			
Jackson, MS 39205		86-35			
First National Bank	212 S. State St.	193-4	4500		$360.00
W K Paine Trust		193-4			
P.O. Box 13		193-4			
Jackson, MS 39205		193-4			
Fountain Real Estate	153 E. Pearl St.	191-24	6600	4320	$873.60
5655 Hwy 18 South		191-24			
Jackson, MS 39209		191-24			
T. Roe Frazer	201 N. President	34-2	6825	2247	$725.76
Shane Langston		34-2			
201 N. President St.		34-2			
Jackson, MS 39201		34-2			
T. Roe Frazer	418 E. Amite St.	34-3	1925	1000	$234.00
Shane Langston		34-3			
201 N. President St.		34-3			
Jackson, MS 39201		34-3			
Gannett MS Corp.	E. Pearl St.	192-6	52599	66000	$9,487.92
MS Publishers Corp.		192-6			
P.O. Box 40		192-6			
Jackson, MS 39205		192-6			
Gannett MS Corp.	E. Pascagoula St.	192-9	13024		$1,041.92
MS Publishers Corp.		192-9			
P.O. Box 40		192-9			
Jackson, MS 39205		192-9			
Gannett MS Corp.	Tombigbee St.	186-9	4000		$320.00
MS Publishers Corp.		186-9			
P.O. Box 40		186-9			
Jackson, MS 39205		186-9			
Gannett MS Corp.	Tombigbee St.	186-10	2440		$195.20
MS Publishers Corp.		186-10			
P.O. Box 40		186-10			
Jackson, MS 39205		186-10			
Gannett MS Corp.	S. West St.	186-11	3500		$280.00
MS Publishers Corp.		186-11			
P.O. Box 40		186-11			
Jackson, MS 39205		186-11			
Gannett MS Corp.	S. West St.	186-12	12800		$1,024.00
MS Publishers Corp.		186-12			
P.O. Box 40		186-12			
Jackson, MS 39205		186-12			
Gannett MS Corp.	Tombigbee St.	186-13	1600		$120.00
MS Publishers Corp.		186-13			
P.O. Box 40		186-13			
Jackson, MS 39205		186-13			
Gannett MS Corp.	E. Pascagoula St.	186-14	12000		$960.00
MS Publishers Corp.		186-14			
P.O. Box 40		186-14			
Jackson, MS 39205		186-14			
Gannett MS Corp.	301 E. Pascagoula	186-15	12000	24000	$2,880.00
MS Publishers Corp.		186-15			
P.O. Box 40		186-15			
Jackson, MS 39205		186-15			
Earl E. Gaylor	225 E. Capitol St.	191-68	33944	182258	$17,296.16

3340 Peachtree Rd. NE		191-68			
Suite 1640		191-68			
Atlanta, GA 30326		191-68			
John N. George	122 N. Mill St.	86-62	7536		$602.88
c/o Manuel George		86-62			
1650 Cheltenham Lane		86-62			
Columbia, SC 29223		86-62			
Robert G. Germany &	410 S. President St.	186-59	5760	3780	$763.20
JE Roberts, Jr.		186-59			
Crymes Pittman		186-59			
P.O. Box 22985		186-59			
Jackson, MS 39205		186-59			
GLI Acquisition Co.	201 S. Jefferson St.	1193-16	79250	13256	$7,400.48
P.O. Box 660362		1193-16			
Dallas, TX 75266-0362		1193-16			
Union Planters Bank	329 E. Capitol St.	192-1	7664	12675	$1,627.12
329 E. Capitol Street		192-1			
Jackson, MS 39201		192-1			
Kiki Grillis	201 S. Lamar St.	191-27	4812	4812	$769.92
921 Newland St.		191-27			
Jackson, MS 39211		191-27			
Hal & Mal's	200 S. Commerce St.	1193-15-1	11760	24220	$2,878.40
Malcolm White		1193-15-1			
200 S. Commerce St.		1193-15-1			
Jackson, MS 39201		1193-15-1			
Nolan S. Harper	E. Amite St.	34-16	12080		$966.40
P.O. Box 1791		34-16			
Jackson, MS 39205		34-16			
Nolan S. Harper	N. President St.	35-15	9800		$784.00
P.O. Box 1791		35-15			
Jackson, MS 39205		35-15			
Wolf Industries	217 W. Griffith St.	86-13	2911	4900	$624.88
217 W. Griffith Street		86-13			
Jackson, MS 39201		86-13			
Bernice F. Hederman	166 E. Pascagoula	191-9	18040	8850	$2,151.20
Hederman Brothers		191-9			
P.O. Box 6100		191-9			
Ridgeland, MS 39158		191-9			
Bernice F. Hederman	E. Pascagoula	191-14	1975		$158.00
Hederman Brothers		191-14			
P.O. Box 6100		191-14			
Ridgeland, MS 39158		191-14			
Bernice F. Hederman	116 E. Pascagoula	191-15	6000		$480.00
Hederman Brothers		191-15			
P.O. Box 6100		191-15			
Ridgeland, MS 39158		191-15			
Bernice F. Hederman	119 E. Pearl St.	191-20	10950	10585	$1,722.80
Hederman Brothers		191-20			
P.O. Box 6100		191-20			
Ridgeland, MS 39158		191-20			
Bernice F. Hederman	157 E. Pearl St.	191-25	2365	2160	$362.00
Hederman Brothers		191-25			
P.O. Box 6100		191-25			
Ridgeland, MS 39158		191-25			

Bernice F. Hederman	100 S. Congress St.	192-32	14560	13350	$2,232.80
Hederman Brothers		192-32			
P.O. Box 6100		192-32			
Ridgeland, MS 39158		192-32			
Gannett MS Corp.	309 E. Pearl St.	192-16	43651	108000	$12,132.08
P.O. Box 40		192-16			
Jackson, MS 39205		192-16			
Robert M. Hederman, III	625 N. State St.	36-3	6800		$544.00
625 N. State St.		36-3			
Jackson, MS 39201		36-3			
Robert M. Hederman III	625 N. State St.	36-5	14960	12960	$2,233.60
P.O. Box 260		36-5			
Jackson, MS 39205		36-5			
Robert M. Hederman, III	N. President St.	36-12	11888		$951.04
P.O. Box 260		36-12			
Jackson, MS 39205		36-12			
Ernest Herbert &	Yazoo St.	34-23	6320		$505.60
AH Stevens		34-23			
Bardin Bldg. Lessee		34-23			
9707 Old Georgetown Road		34-23			
1116 Maplewood Park Place		34-23			
Bethesda, MD 20814-1727		34-23			
Sandra F. Holly	115 E. Griffith St.	84-27	9463	4800	$1,141.04
P.O. Box 9483		84-27			
Jackson, MS 39206		84-27			
Thomas S. Howorth &	224 W. Capitol St.	86-70	3844	3200	$563.52
Dorothy M		86-70			
115 Courthouse Square		86-70			
Oxford, MS 38655		86-70			
Wolverton Enterprises	117 E. Pascagoula	185-5-1	6502		$520.16
167 E. Pearl St.		185-5-1			
Jackson, MS 39201		185-5-1			
Wolverton Enterprises	121 E. Pascagoula	185-5-2	7887	5511	$1,071.84
167 E. Pearl St.		185-5-2			
Jackson, MS 39201		185-5-2			
Parkway Lamar LLC	E. Pascagoula St.	191-4-1	10560		$844.80
188 E. Capitol St. Ste. 1000		191-4-1			
Jackson, MS 39201		191-4-1			
Parkway Lamar LLC	E. Pascagoula St.	191-4-2	5840		$467.20
188 E. Capitol St. Ste. 1000		191-4-2			
Jackson, MS 39201		191-4-2			
Parkway Lamar LLC	E. Pascagoula St.	191-5	11238		$899.04
188 E. Capitol St. Ste. 1000		191-5			
Jackson, MS 39201		191-5			
ICRR Co.	N. Gallatin St.	88-84	96312	59143	$12,436.40
Attn: Mr. John F. Belt		88-84			
233 N. Michigan Ave. C		88-84			
Chicago, IL 60601		88-84			
LNO&TRR Co.	W. Pascagoula St.	182-37	10625		$850.00
c/o R.A. Levine		182-37			
233 N. Michigan Ave.		182-37			
Chicago, IL 60601		182-37			
JV Properties LLC	213 W. Capitol St.	190-6	3920	3430	$588.00
135 Fairmont Lane Suite 135		190-6			
Pearl, MS 39288		190-6			
JV Properties, LLC	209 W. Capitol St.	190-7	4016	6860	$870.08

135 Fairmont Lane Suite 135		190-7			
Pearl, MS 39288		190-7			
John V. Imbraguilo	S. Roach St.	190-9	1220		$97.60
P.O. Box 9341		190-9			
Jackson, MS 39206		190-9			
Irby Construction Co.	400 E. Capitol St.	33-29	19275	61690	$6,477.20
P.O. Box 1819		33-29			
Jackson, MS 39215		33-29			
Bristol Lodging Co.	200 E. Amite St.	84-12-3	41184	396000	$34,974.72
14295 Midway Road		84-12-3			
Dallas, TX 75244		84-12-3			
Parkway Properties	E. Capitol St.	85-8-1	39650		$3,172.00
188 E. Capitol St. Suite 1000		85-8-1			
Jackson, MS 39201		85-8-1			
Jackson USDA Federal	201 W. Capitol St.	190-8-2	2214	2214	$354.24
Credit Union		190-8-2			
201 W. Capitol St.		190-8-2			
Jackson, MS 39201		190-8-2			
LFS	416 E. Amite St.	34-4	2450	7140	$767.20
P.O. Box 23307		34-4			
Jackson, MS 39225		34-4			
Joe E. Joseph	105 E. Pascagoula	185-3	12228	3900	$1,290.24
Arthur Currie Trustee		185-3			
P.O. Box 1322		185-3			
Jackson, MS 39205		186-3			
Lois G. Joseph Family Trust	N. Jefferson St.	24-10	6160		$492.80
P.O. Box 425		24-10			
Jackson, MS 39205		24-10			
Maurice H. Joseph	N. Jefferson St.	24-1	7884		$630.72
P.O. Box 425		24-1			
Jackson, MS 39205		24-1			
Maurice H. Joseph	George St.	24-1-1	6508		$440.64
P.O. Box 425		24-1-1			
Jackson, MS 39205		24-1-1			
Maurice H. Joseph	N. Jefferson St.	24-3	6280		$502.40
P.O. Box 425		24-3			
Jackson, MS 39205		24-3			
Carlsbad Properties	666 North St.	24-4	81576	34964	$9,323.20
P.O. Box 425		24-4			
Jackson, MS 39205		24-4			
Carlsbad Properties	620 North St.	24-6	47880	39497	$6,990.16
P.O. Box 425		24-6			
Jackson, MS 39205		24-6			
Maurice H. Joseph	N. Jefferson St.	24-11	6160		$492.80
P.O. Box 425		24-11			
Jackson, MS 39205		24-11			
Carlsbad Properties	N. Jefferson St.	24-13	13040		$1,043.20
P.O. Box 425		24-13			
Jackson, MS 39205		24-13			
Maurice H. Joseph	228 E. Capitol St.	85-27	2200	2200	$352.00
P.O. Box 425		85-27			
Jackson, MS 39205		85-27			
Martin & Kathleen Lassiter	214 S. State St.	193-6	4331	5647	$798.24
2706 Revere St.		193-6			
Jackson, MS 39212		193-6			

Inez Ester Karlak	218 N. Mill St.	86-14	11040	9900	$1,675.20
308 Lakeside Drive		86-14			
Brandon, MS 39047		86-14			
Don N. Kazery &	105 E. Pascagoula	185-5	9547	8804	$1,468.08
Arthur D. Currie		185-5			
1919 Chadwick Dr.		185-5			
Jackson, MS 39204		185-5			
Sam J. Kazery	E. Pascagoula	191-12	7571		$605.68
c/o George Wilkinson		191-12			
711 Lake Harbor Drive Suite 1122		191-12			
Ridgeland, MS 39157		191-12			
Sam J. Kazery	124 E. Pascagoula	191-13	7384		$590.72
c/o George Wilkinson		191-13			
711 Lake Harbor Drive Suite 1122		191-13			
Ridgeland, MS 39157		191-13			
Dean Kebert & Jerry Zoble	230 E. Capitol St.	85-28	5072	15216	$1,623.04
234 E. Capitol St. Rm. 310		85-28			
Jackson, MS 39201		85-28			
James W. Kitchens	610 North St.	24-18	9650	3600	$1,060.00
610 North Street		24-18			
Jackson, MS 39202-3116		24-18			
Mike Kountouris	123 W. Capitol St.	190-11	2350	8836	$894.88
Mayflower Caféé		190-11			
4418 Wedgewood Drive		190-11			
Jackson, MS 39211		190-11			
Richard B. Schwartz	E. Amite St.	84-20	7850		$628.00
117 W. Capitol St.		84-20			
Jackson, MS 39201		84-20			
Richard B. Schwartz	134 E. Amite St.	84-21	7850	6250	$1,128.00
117 W. Capitol St.		84-21			
Jackson, MS 39201		84-21			
Mattiace Develop. Co.	315 E. Capitol St.	192-2	4606	87000	$7,320.48
1818 Crane Ridge Dr., Ste. 200		192-2			
Jackson, MS 39216		192-2			
Thad B. Lampton, Jr.	146 W. Amite St.	86-17	9688		$767.04
Adine L. Wallace		86-17			
c/o Columbia Bank		86-17			
P.O. Box 352		86-17			
Columbia, MS 39429		86-17			
Margaret Laurence	130 S. Mill St.	190-1	46736	94980	$11,337.28
Dean E. Morley		190-1			
9824 Gull Lake Drive		190-1			
Richland, MI 49083		190-1			
Margaret Laurence	235 W. Capitol St.	190-2	46157	232287	$22,276.52
Dean Morley		190-2			
9824 Gull Lake Drive		190-2			
Richland, MI 49083		190-2			
LDDS II, Inc.	E. Amite St.	33-4-1	2250		$180.00
RST Partnership		33-4-1			
500 Clinton Center Dr.		33-4-1			
Clinton, MS 39056		33-4-1			
Worldcom Mgt.	515 E. Amite St.	33-12	24000	112500	$10,920.00
515 E. Amite St.		33-12			
Jackson, MS 39201		33-12			
Worldcom Mgt.	E. Capitol St.	33-16	16671		$1,333.68
P.O. Box 23397		33-16			

Jackson, MS 39225		33-16			
LDDS II, Inc.	203 N. State St.	34-17	16302		$1,304.16
500 Clinton Center Dr.		34-17			
Clinton, MS 39056		34-17			
LDDS II, Inc.	N. State St.	34-18	17940		$1,436.20
P.O. Box 23397		34-18			
Jackson, MS 39225		34-18			
LDDS II, Inc.	508 E. Amite St.	34-29	23116		$1,849.28
P.O. Box 23397		34-29			
Jackson, MS 39225		34-29			
Worldcom Mgt.	514 E. Amite St.	34-30-1	3375	5600	$718.00
500 Clinton Center		34-30-1			
Clinton, MS 39056		34-30-1			
Elaine L. Mack	434 E. Capitol St.	33-17	2916	3306	$497.76
c/o Sidney Mack		33-17			
Capital City Investment Prop.		33-17			
P.O. Box 3582		33-17			
Jackson, MS 39207-3582		33-17			
Elaine L. Mack	107 N. President St.	33-18	1150	1286	$194.88
Capital City Investment Prop.		33-18			
200 East Capitol St.		33-18			
Jackson, MS 39201		33-18			
Elaine L. Mack	436 E. Capitol St.	33-18-1	1334	1000	$186.72
Capital City Investment Prop.		33-18-1			
200 East Capitol St.		33-18-1			
Jackson, MS 39201		33-18-1			
Elaine L. Mack	113 N. President St.	33-22	4400	4000	$672.00
Capital City Investment Prop.		33-22			
200 East Capitol St.		33-22			
Jackson, MS 39201		33-22			
Elaine L. Mack	232 W. Capitol St.	86-68	2250	4350	$528.00
Capital City Investment Prop.		86-68			
c/o M.A. Lewis, Jr.		86-68			
200 East Capitol St.		86-68			
Jackson, MS 39201		86-68			
WFB Ltd.	219 N. President	34-7	4000	3042	$663.36
219 N. President St.		34-7			
Jackson, MS 39202		34-7			
Union Planters Bank	N. President	34-10	4800		$384.00
P.O. Box 23053		34-10			
Jackson, MS 39225		34-10			
MS Republican Party	228 N. Congress St.	34-11	12800	6260	$1,524.80
c/o Carol Hardwick		34-11			
P.O. Box 60		34-11			
Jackson, MS 39205		34-11			
Major Mortage & Inv.	N. Mill St.	86-66	8834		$706.72
207 W. Amite St. #10		86-66			
Jackson, MS 39201		86-66			
Major Mortgage & Inv.	108 N. Mill St.	86-66	9450	24750	$2,736.00
207 W. Amite St. #10		86-66			
Jackson, MS 39201		86-66			
John Arthur Eaves	105 N. State St.	33-1	1975	4676	$524.08
101 N. State St.		33-1			
Jackson, MS 39201		33-1			
Micheal J. Malouf	501 E. Capitol St.	192-57	3512	12000	$1,240.96
501 E. Capitol St.		192-57			

Jackson, MS 39201		192-57			
Old Capitol Bed & Breakfast	226 N. State St.	30-3	20475	30259	$4,058.72
c/o Micheal J. Malouf		30-3			
226 N. State St.		30-3			
Jackson, MS 39201		30-3			
Carolyn D. Aden	N. Roach St.	86-22	2438		$195.04
4243 St. Regis Court		86-22			
Jackson, MS 39211		86-22			
Worldcom Mgt.	523 Yazoo St.	34-20-1	2400	1600	$320.00
515 E. Amite St.		34-20-1			
Jackson, MS 39201		34-20-1			
M M McGowan	E. Pascagoula	185-7	16068		$1,285.44
c/o John McGowan		185-7			
P.O. Box 55809		185-7			
Jackson, MS 39296		185-7			
M M McGowan	137 E. Pascagoula	185-8	20250	299	$1,643.92
c/o John McGowan		185-8			
P.O. Box 55809		185-8			
Jackson, MS 39296		185-8			
Margaret P. McLarty	729 High St.	24-50	6400	5700	$968.00
2728 Quail Run Place		24-50			
Jackson, MS 39211-6626		24-50			
S.L. McLaurin	N. Mill St.	86-60	19841		$1,587.28
P.O. Box 220		86-60			
Brandon, MS 39043		86-60			
Sanford Knott	425 S. State St.	186-54	4000	4043	$643.44
P.O. Box 1208		186-54			
Jackson, MS 39215		186-54			
RSV Investments, LLC	401 E. Capitol St.	192-34	25231	91557	$9,343.04
ATTN: Mr. Vaughn McRae		192-34			
1515 N. State St.		192-34			
Jackson, MS 39202		192-34			
RSV Investments LLC	413 E. Capitol St.	192-35	2532	10176	$1,016.64
Attn: Mr. Vaughn McRae		192-35			
1515 N. State St.		192-35			
Jackson, MS 39202		192-35			
S.P. McRae et al	W. Amite St.	86-77-2	1850		$148.00
S. Raju Trust		86-77-2			
1020 River Oaks Dr. Ste. 420		86-77-2			
Jackson, MS 39208		86-77-2			
McRaes, Inc.	W. Capitol St.	86-76-1	6008		$480.64
S. Raju Trust		86-76-1			
1020 River Oaks Dr. Ste. 420		86-76-1			
Jackson, MS 39208		86-76-1			
McRaes, Inc.	200 W. Capitol St.	86-77	12198		$975.84
S. Raju Trust		86-77			
1020 River Oaks Dr. Ste. 420		86-77			
Jackson, MS 39208		86-77			
McRaes, Inc.	N. Roach St.	86-77-1	9302		$744.16
S. Raju		86-77-1			
1020 River Oaks Dr. Ste. 420		86-77-1			
Jackson, MS 39208		86-77-1			
111 Capitol Bldg.	111 East Capitol St.	191-39	88375	279360	$29,418.80
188 E. Capitol St. Suite 1000		191-39			
Jackson, MS 39201		191-39			
George W. Miller, Jr.	Tombigbee St.	186-68	24305		$1,944.40

c/o Machale Miller		186-58			
1850 Energy Center		186-58			
1100 Poydras St.		186-58			
New Orleans, LA 70163		186-58			
Millsaps College	W. Amite St.	88-23	11644		$931.62
Station A		88-23			
Jackson, MS 39210		88-23			
Torrence Family Ltd. Partner.	304 S. State St.	193-10	13660	32000	$3,652.00
8 Lakeland Circle		193-10			
Jackson, MS 39216		193-10			
Mississippi Assoc. of	640 N. State St.	24-31	31020	6003	$2,961.84
Fin. Inst. Of Deposit		24-31			
P.O. Box 37		24-31			
Jackson, MS 39205		24-31			
Miss. Municipal Assoc.	600 E. Amite St.	30-1-1	9805	17640	$2,195.60
600 E. Amite St.		30-1-1			
Jackson, MS 39201		30-1-1			
Entergy/MS Power & Light	310 E. Pearl St.	192-4	11920	85896	$7,826.28
P.O. Box 1640		192-4			
Jackson, MS 39205		192-4			
Entergy/MS Power & Light	711 Tombigbee St.	1194-5	105152	46975	$12,090.16
P.O. Box 1640		1194-5			
Jackson, MS 39205		1194-5			
Entergy/MS Power & Light	Tombigbee St.	1193-16-2	64014		$4,321.12
P.O. Box 1640		1193-15-2			
Jackson, MS 39205		1193-15-2			
Entergy/MS Power & Light	Tombigbee St.	1193-17	22000		$1,760.00
P.O. Box 1640		1193-17			
Jackson, MS 39205		1193-17			
Entergy/MS Power & Light	E. Pearl St.	192-23-1	600		$48.00
P.O. Box 1640		192-23-1			
Jackson, MS 39205		192-23-1			
120 N. Congress St.	120 N. Congress St.	33-27	10400	102000	$8,992.00
P.O. Box 22655		33-27			
Jackson, MS 39225		33-27			
Miss. Road Builders Assoc.	601 S. President St.	36-14	16311	4800	$1,688.88
P.O. Drawer 22524		36-14			
Jackson, MS 39205		36-14			
Larry & Anita Stamps	269 E. Pearl St.	191-36	6660	11700	$1,468.80
P.O. Box 2916		191-36			
Jackson, MS 39207-2916		191-36			
Siena LLC	N. President St.	33-14-1	2175		$174.00
2560 Lake Circle		33-14-1			
Jackson, MS 39211		33-14-1			
Siena LLC	E. Capitol St.	33-15	3879		$310.32
2560 Lake Circle		33-16			
Jackson, MS 39211		33-15			
Siena, LLC	500 E. Capitol St.	33-14	4516	12000	$1,321.28
2560 Lake Circle		33-14			
Jackson, MS 39211		33-14			
Hebron Morris	513 N. State St.	35-12	6720	4200	$873.60
Dean Morris Alexander		35-12			
P.O. Box 41		35-12			
Jackson, MS 39205		36-12			

William H. Morris	N. State St.	35-11	7356		$588.48
P.O. Box 41		35-11			
Jackson, MS 39205		35-11			
Mtel	263 E. Pearl St.	191-34	6600	5460	$964.80
600 Security Centre		191-34			
200 South Lamar St.		191-34			
Jackson, MS 39201		191-34			
Multiple Listing Service	620 N. State St.	24-27	12400	12150	$1,964.00
P.O. Box 1198		24-27			
Jackson, MS 39215		24-27			
Multiple Listing Service	North St.	24-28	12400		$992.00
P.O. Box 1198		24-28			
Jackson, MS 39215		24-28			
StateStreet Bank & Trust	125 S. Congress St.	192-3	25536	393420	$33,516.48
Capitol Towers		192-3			
125 S. Congress St., Suite L106.		192-3			
Jackson, MS 39201		192-3			
Russell Newman	411 S. President St.	186-28	7500	7840	$1,227.20
413 S. President St., Ste. 111		186-28			
Jackson, MS 39201		186-28			
NRG&C	138 E. Amite St.	84-22	8138	6950	$1,207.04
138 E. Amite St.		84-22			
Jackson, MS 39201		84-22			
OfficeSource Properties	S. West St.	191-1	3750		$300.00
P.O. Box 258		191-1			
Jackson, MS 39205		191-1			
Officersource Properties	277 E. Pearl St.	191-35	14850	26000	$3,268.00
P.O. Box 258		191-35			
Jackson, MS 39205		191-35			
Parkway Properties	188 E. Capitol St.	85-8-2	13928	228000	$19,354.24
188 E. Capitol St. Suite 1000		85-8-2			
Jackson, MS 39201		85-8-2			
Stanley Orkin	206 W. Capitol St.	86-76	7100	2100	$736.00
c/o Ted Orkin		86-76			
P.O. Box 16060		86-76			
Jackson, MS 39236-6060		86-76			
W.K. Paine	200 S. State St.	193-1	7875		$630.00
P.O. Box 13		193-1			
Jackson, MS 39205		193-1			
W.K. Paine	208 S. State St.	193-3	3700		$296.00
P.O. Box 13		193-3			
Jackson, MS 39205		193-3			
W.K. Paine	S. State St.	194-1	34131		$2,730.48
P.O. Box 13		194-1			
Jackson, MS 39205		194-1			
Pearl Street Parking	127 E. Pearl St.	191-21	7350		$588.00
P.O. Box 1639		191-21			
Jackson, MS 39215-1639		191-21			
Pearl Street Parking	E. Pearl St.	191-22	21422		$1,713.76
P.O. Box 1639		191-22			
Jackson, MS 39215-1639		191-22			
Pearl Street Parking	E. Pascagoula St.	191-23	28078		$2,246.24
P.O. Box 1639		191-23			
Jackson, MS 39215-1639		191-23			

Pearl Street Properties	134 S. Lamar St.	191-74	11250	22500	$2,700.00
P.O. Box 1639		191-74			
Jackson, MS 39215-1639		191-74			
George Pickett, Jr.	426 E. Capitol St.	33-19	5400	4350	$780.00
Robert H. Bradford		33-19			
c/o Consolidated Inv. Co.		33-19			
P.O. Box 137		33-19			
Jackson, MS 39205		33-19			
George Pickett, Jr.	418 E. Capitol St.	33-21	6060	1875	$634.80
Robert H. Bradford		33-21			
c/o Consolidated Inv. Co.		33-21			
P.O. Box 137		33-21			
Jackson, MS 39205		33-21			
George Pickett, Jr.	414 E. Capitol St.	33-31	2480	4118	$527.84
Robert H. Bradford		33-31			
c/o Consolidated Inv.		33-31			
P.O. Box 137		33-31			
Jackson, MS 39205		33-31			
Crymes G. Pittman	S. President St.	186-56	6400		$512.00
P.O. Box 22985		186-56			
Jackson, MS 39225-2985		186-56			
Crymes G. Pittman	S. President St.	186-57	6400		$512.00
P.O. Box 22985		186-57			
Jackson, MS 39225-2985		186-57			
R&R Services	W. Griffith St.	86-18	7440		$595.20
102 Business Pkwy Dr.		86-18			
Suite 102 B-C		86-18			
Jackson, MS 39213		86-18			
Alex A. Alston et al	119 N. State St.	33-8	7749	10650	$1,471.92
P.O. Drawer 1532		33-8			
Jackson, MS 39215		33-8			
John A. Eaves	109 N. State St.	33-5	2195	2880	$406.00
101 N. State St.		33-6			
Jackson, MS 39201		33-6			
John A. Eaves	111 N. State St.	33-7	2328	2880	$416.64
101 N. State St.		33-7			
Jackson, MS 39201		33-7			
John A. Eaves	113 N. State St.	33-8-1	2720	2880	$448.00
101 N. State St.		33-8-1			
Jackson, MS 39201		33-8-1			
Pruet Oil Co.	217 W. Capitol St.	190-4	9600	20400	$2,400.00
217 W. Capitol St.		190-4			
Jackson, MS 39201		190-4			
Millsaps Properties	205 W. Capitol St.	190-8	3500	13723	$1,377.84
2223 Eastover Drive		190-8			
Jackson, MS 39211		190-8			
Sashadri Raju	S. Roach St.	190-19	7073		$565.84
2223 Eastover Drive		190-19			
Jackson, MS 39211		190-19			
Jewelry Marketing Inc.	713 High St.	24-49	14738	7782	$1,801.60
711 High St.		24-49			
Jackson, MS 39211		24-49			
Richard Schwartz	162 E. Amite St.	84-26	36784	40250	$6,162.72
1052 Highland Colony Pkwy		84-26			
Suite 202		84-26			
Ridgeland, MS 39157		84-26			

Ridgway Management	235 E. Capitol St.	191-70	12825	11310	$1,930.80
P.O. Box 187		191-70			
Jackson, MS 39205		191-70			
Ridgway Management	201 N. Farish St.	86-56	9952	4000	$1,116.16
P.O. Box 187		86-56			
Jackson, MS 39205		86-56			
James F. Robinson	125 N. State St.	33-11-1	4104	4970	$725.92
RST Partnership		33-11-1			
129 N. State St.		33-11-1			
Jackson, MS 39201		33-11-1			
RST Partnership	129 N. State St.	33-11	6496	3600	$807.68
129 N. State St.		33-11			
Jackson, MS 39201		33-11			
Capitol St. Restoration Corp.	215 W. Capitol St.	190-5	4800	2848	$611.84
6360 I-55 N. Suite 150		190-5			
Jackson, MS 39211		190-5			
Thomas Ryan	312 S. State St.	193-11	66812	45175	$8,958.96
118 Colony Way		193-11			
Brandon, MS 39047		193-11			
SFW, Inc.	427 S. State St.	186-55	8496		$679.68
P.O. Box 1058		186-55			
Jackson, MS 39205		186-55			
SFW, Inc.	430 S. State St.	194-4	60208	21700	$5,752.64
P.O. Box 1668		194-4			
Jackson, MS 39205		194-4			
Elise Saylor & Ann Surles	445 S. Congress St.	186-21-1	5227		$418.16
Carroll Kerr & Kimberly		186-21-1			
4508 Lafayette Lane		186-21-1			
Loganville, GA 30052		186-21-1			
Elise Saylor & Ann Surles	S. West St.	186-24	35040		$2,803.20
Carroll Kerr & Kimberly		186-24			
4508 Lafayette Lane		186-24			
Loganville, GA 30052		186-24			
Richard B. Schwartz	119 W. Capitol St.	190-12	2350	4700	$564.00
c/o Mayflower Café		190-12			
117 W. Capitol St.		190-12			
Jackson, MS 39201		190-12			
Security Centre', Inc.	200 S. Lamar St.	191-8	17083	70486	$7,005.52
c/o Parkway Properties		191-8			
188 E. Capitol St. Suite 1000		191-8			
Jackson, MS 39201		191-8			
Security Centre', Inc.	200 S. Lamar St.	191-8-1	15141	70486	$6,850.16
c/o Parkway Properties		191-8-1			
188 E. Capitol St. Suite 1000		191-8-1			
Jackson, MS 39201		191-8-1			
Service Motor Co.	E. Pascagoula St.	185-9	51836		$4,146.88
3956 Old Canton Rd.		185-9			
Jackson, MS 39216		185-9			
Andrew L. Smith	207 W. Capitol St.	190-8-1	2160	1640	$304.00
c/o James A. Smith		190-8-1			
P.O. Box 1418		190-8-1			
Clarksdale, MS 38614		190-8-1			
Wolf Industries	N. Mill St.	86-12	4684		$374.72
217 W. Griffith		86-12			
Jackson, MS 39201		86-12			
James P. & Barbara Smith	222 W. Capitol St.	86-71	2370	4744	$569.12

14 Stonegate Dr.		86-71			
Brandon, MS 39042		86-71			
James P. & Barbara Smith	218 W. Capitol St.	86-72	10880	2710	$1,087.20
14 Stonegate Dr.		88-72			
Brandon, MS 39042		86-72			
James P. & Barbara Smith	220 W. Capitol St.	86-72-1	3163	3000	$493.04
14 Stonegate Dr.		86-72-1			
Brandon, MS 39042		86-72-1			
James P. & Barbara Smith	214 W. Capitol St.	86-73	6464	8325	$1,183.12
14 Stonegate Dr.		86-73			
Brandon, MS 39042		86-73			
James P. & Barbara Smith	W. Capitol St.	86-74	7383		$590.64
14 Stonegate Dr.		86-74			
Brandon, MS 39042		86-74			
James P. & Barbara Smith	210 W. Capitol St.	86-74-1	2066	4000	$484.48
14 Stonegate Dr.		86-74-1			
Brandon, MS 39042		86-74-1			
South Central Bell	E. Capitol St.	191-48	626		$42.00
220 East Pearl St.		191-48			
Jackson, MS 39201		191-48			
South Central Bell	E. Capitol St.	191-65	19472	166839	$14,104.88
220 East Pearl St.		191-65			
Jackson, MS 39201		191-65			
South Central Bell	215 E. Capitol St.	191-67	12419		$993.62
220 East Pearl St.		191-67			
Jackson, MS 39201		191-67			
Paul D. Snow, III	417 S. State St.	186-63	13028	4960	$1,439.04
1457 Highland Park Drive		186-63			
Jackson, MS 39211		186-63			
Albert M. Spann, Jr.	208 W. Capitol St.	86-76	8284	3600	$950.72
P.O. Box 621		86-75			
Jackson, MS 39205		86-75			
Albert M. Spann, Jr.	118 N. Mill St.	86-64	6565	630	$575.60
P.O. Box 621		86-64			
Jackson, MS 39205		86-64			
St. Peters Catholic Church	N. West St.	84-12-2	11830		$946.40
Parking Lot		84-12-2			
P.O. Box 57		84-12-2			
Jackson, MS 39205		84-12-2			
Partrick Kavanaugh	512 Court St.	186-55-1	12800	9520	$1,785.60
841 Pinehurst St.		186-55-1			
Jackson, MS 39202		186-55-1			
Guy P. Steele	408 S. Congress St.	186-34-1	3425	774	$336.92
408 S. Congress St.		186-34-1			
Jackson, MS 39201		186-34-1			
Robert J. Barsfield	209 W. Pascagoula	183-1	25508	30340	$4,467.68
5480 Briarfield Rd.		183-1			
Jackson, MS 39211		183-1			
226 Building Assoc. LLC	226 N. President St.	34-24	4640	2900	$603.20
P.O. Box 130		34-24			
Gulfport, MS 39502		34-24			
Nick D. Strickland &	225 E. Capitol St.	85-25	2200	2200	$352.00
Bobbye G		85-25			
c/o Albert Katzenstein		86-25			
228 E. Capitol St.		85-25			

Jackson, MS 39201		85-25			
Danks Enterprises	213 S. Lamar St.	191-28	3875	6720	$847.60
213 15 S. Lamar St.		191-28			
Jackson, MS 39201		191-28			
TAWE Enterprises	216 S. State St.	193-6	4455	3900	$668.40
Edward E. Tonore		193-6			
216 S. State St.		193-6			
Jackson, MS 39201		193-6			
Clifton A. Thomas & D. Bounds	222 N. President	34-25	8000	22989	$2,479.12
John Smith et al		34-25			
P.O. Box 2528		34-25			
Madison, MS 39130		34-25			
Thomas Spengler Bldg. LLC	121 S. President	192-25	3630	3630	$580.80
129 S. President St.		192-25			
Jackson, MS 39201		192-25			
Thomas Spengler Bldg. LLC	420 E. Pearl St.	192-29	2080	2000	$326.40
129 S. President St.		192-29			
Jackson, MS 39201		192-29			
Elliott F. Thomas, Sr.	227 S. Roach St.	190-50	2120		$169.60
P.O. Box 2587		190-50			
Jackson, MS 39207		190-50			
Elliott F. Thomas, Sr.	S. Roach St.	190-47	4240		$339.20
P.O. Box 2587		190-47			
Jackson, MS 39207		190-47			
Elliott F. Thomas, Sr.	S. Roach St.	190-48	4240		$339.20
P.O. Box 2587		190-48			
Jackson, MS 39207		190-48			
Elliott F. Thomas, Sr.	S. Roach St.	190-49	2120		$169.60
P.O. Box 2587		190-49			
Jackson, MS 39207		190-49			
Elliott F. Thomas, Sr.	S. Roach St.	190-51	3180	1890	$405.60
P.O. Box 2587		190-51			
Jackson, MS 39207		190-51			
Elliott F. Thomas, Sr.	W. Pascagoula St.	190-52	10840		$867.20
P.O. Box 2587		190-52			
Jackson, MS 39207		190-52			
Elliott F. Thomas, Sr.	220 W. Pascagoula	190-53	8400	5635	$1,122.80
P.O. Box 2587		190-53			
Jackson, MS 39207		190-53			
Elliott F. Thomas, Sr.	221 W. Pearl St.	190-58	14589	19360	$2,715.92
P.O. Box 2587		190-58			
Jackson, MS 39207		190-58			
Thomas Spengler Bldg. LLC	422 E. Pearl St.	192-28	4668	9120	$1,103.04
129 S. President St.		192-28			
Jackson, MS 39201		192-28			
F.R. Thomas Inv.	215 W. Pearl St.	190-44	6608	8800	$1,232.64
P.O. Box 2587		190-44			
Jackson, MS 39207		190-44			
F.R. Thomas Inv.	W. Pearl St.	190-55	16455		$1,316.40
P.O. Box 2587		190-55			
Jackson, MS 39207		190-55			
Thomas Spengler Bldg. LLC	123 S. President St.	192-26	3633	3633	$581.28
129 S. President St.		192-26			
Jackson, MS 39201		192-26			

Richard J. Thomas	133 W. Griffith St.	86-21	5285	5169	$836.12
P.O. Box 746		86-21			
Jackson, MS 39205		86-21			
Richard J. Thomas &	137 W. Griffith St.	86-20	3000	2541	$443.28
Faye R.		86-20			
P.O. Box 746		86-20			
Jackson, MS 39205		86-20			
Thomas Spengler Bldg. LLC	129 S. President St.	192-27	7266	14532	$1,743.84
129 S. President St.		192-27			
Jackson, MS 39201		192-27			
John Reeves	Tombigbee St.	186-51	2052		$164.16
555 Tombigbee St., Ste. 107		186-51			
Jackson, MS 39201		186-51			
Title Insurance Co. of Minnesota	315 Tombigbee St.	186-16	44202	32400	$6,128.16
400 Second Ave. S		186-16			
Minneapolis, MN 55401		186-16			
Town Creek Co.	N. Mill St.	88-89	15975		$1,278.00
2201 Eastover Drive		88-89			
Jackson, MS 39202		88-89			
Trustmark National Bank	244 E. Capitol St.	85-30	5500	11000	$1,320.00
P.O. Box 291		85-30			
Jackson, MS 39205		85-30			
Alex Alston	N. State St.	33-33	3779		$302.32
Thomas Price Alston		33-33			
P.O. Box 1532		33-33			
Jackson, MS 39215-1532		33-33			
Gene A. Blailock, Sr.	124 E. Amite St.	84-18	8500	5000	$1,080.00
124 E. Amite St.		84-18			
Jackson, MS 39201		84-18			
US Sprint Communications	211 W. Amite St.	88-84-2	10340	1600	$955.20
Attn: Property Tax Dept.		88-84-2			
P.O. Box 12913		88-84-2			
Shawnee Mission, KS 66212		88-84-2			
Uptown Properties	112 S. President St.	192-56	745	756	$120.08
P.O. Box 23309		192-56			
Jackson, MS 39225		192-56			
Uptown Properties	507 E. Capitol St.	192-59	8512	38160	$3,733.76
P.O. Box 23309		192-59			
Jackson, MS 39225-3309		192-59			
Leonard VanSlyke &	520 E. Capitol St.	33-2	3156	3156	$504.96
John Shows		33-2			
c/o John A. Eaves		33-2			
101 N. State St.		33-2			
Jackson, MS 39201		33-2			
William Waller, Jr. &	220 S. President St.	192-74	7680	2750	$834.40
Robert O.		192-74			
P.O. Box 4		192-74			
Jackson, MS 39205		192-74			
Mary J. Woodrow	Pascagoula St.	191-3-1	2178		$174.24
133 Berry Lane		191-3-1			
Madison, MS 39110		191-3-1			
Thomas Bradshaw	401 S. State St.	186-49	10520	10400	$1,673.60
675 Mt. Vernon Hwy NE		186-49			
Atlanta, GA 30328		186-49			
633 N. State LLC	633 N. State St.	36-6	38400	64768	$8,253.44
c/o The Mattiece Company		36-6			

P.O. Box 13809		36-6			
Jackson, MS 39236		36-6			
Mrs. M. H. Whatley Life Est.	Tombigbee St.	186-50	1360		$108.80
c/o John Reeves		186-50			
555 Tombigbee St., Ste. 107		186-50			
Jackson, MS 39201		186-60			
Mrs. M. H. Whatley	Tombigbee St.	186-50-1	588		$47.04
P.O. Box 286		186-50-1			
Jackson, MS 39205		186-50-1			
White System of Jackson	116 S. Roach St.	190-20	4064	4400	$677.12
116 S. Roach St.		190-20			
Jackson, MS 39201		190-20			
White System Sav & Loan	140 W. Pearl St.	190-21	17934	4960	$1,831.52
140 W. Pearl St.		190-21			
Jackson, MS 39201		190-21			
Joe H. Williams	211 S. West St.	191-3	13068		$1,045.44
133 Berry Lane		191-3			
Madison, MS 39110		191-3			
Joe H. Williams	E. Pascagoula St.	191-4	6166		$493.20
133 Berry Lane		191-4			
Madison, MS 39110		191-4			
John H. Wilson	108 E. Pascagoula	191-16	19620	7300	$2,163.60
117 E. Pearl St.		191-16			
Jackson, MS 39201		191-16			
John H. Wilson	E. Pearl St.	191-18	6900		$562.00
117 E. Pearl St.		191-18			
Jackson, MS 39201		191-18			
John H. Wilson	117 E. Pearl St.	191-19	6900	3600	$840.00
117 E. Pearl St.		191-19			
Jackson, MS 39201		191-19			
John H. Wilson	101 E. Pearl St.	191-17	16162		$1,212.96
& H. Benton		191-17			
Auto Truck Rental of MS		191-17			
101 E. Pearl St.		191-17			
Jackson, MS 39201		191-17			
Theresa & Mary T. Winters	S. Farish St.	185-2	4942		$395.36
Arthur Currie Trustee		185-2			
P.O. Box 1322		185-2			
Jackson, MS 39205		185-2			
Elizabeth Wise	S. State St.	193-7	37170		$2,973.60
P.O. Box 651		193-7			
Jackson, MS 39205		193-7			
Sherwood & Elizabeth Wise	325 S. Farish St.	183-5	46338	24200	$5,643.04
P.O. Box 651		183-5			
Jackson, MS 39205		183-5			
Gerald Wolverton & Lorese	159 E. Pearl St.	191-26	2530	2160	$375.20
159 E. Pearl St.		191-26			
Jackson, MS 39201		191-26			
Wright & Ferguson	601 N. West St.	82-12	64310	16125	$6,434.80
Funeral Home		82-12			
P.O. Box 409		82-12			
Jackson, MS 39205		82-12			
Wright & Ferguson	George St.	82-17	11550		$924.00
Funeral Home		82-17			
P.O. Box 409		82-17			
Jackson, MS 39205		82-17			

Wright & Ferguson	George St.	82-18	6000		$480.00
Funeral Home		82-18			
P.O. Box 409		82-18			
Jackson, MS 39205		82-18			
Wright & Ferguson	George St.	82-19	5972		$477.76
Funeral Home		82-19			
P.O. Box 409		82-19			
Jackson, MS 39205		82-19			
Worldcom Mgt.	517 Yazoo St.	34-21	10700	15200	$2,072.00
500 Clinton Center Dr.		34-21			
Clinton, MS 39056		34-21			
Grace K. & Voula J.	141 E. Capitol St.	191-49	4376	4000	$670.08
Zoubouklis		191-49			
c/o Elite Restaurant		191-49			
141 E. Capitol St.		191-49			
Jackson, MS 39201		191-49			
Voula J. & Peter C.	E. Capitol St.	191-47	5251		$420.08
Zoubouklis		191-47			
c/o Elite Restaurant		191-47			
141 E. Capitol St.		191-47			
Jackson, MS 39201		191-47			
Old Capitol Inn Inc.	N. State St.	30-3-1	10890		$871.20
226 North State St.		30-3-1			
Jackson, MS 39201		30-3-1			
Alfred Crisler & Edna Bowling	425 Tombigbee St.	186-26-1	4104	4456	$684.80
4004 Pinewood Dr.		186-26-1			
Jackson, MS 39211		186-26-1			
Debbie & J. Hampton Gardner	S. Congress St.	186-21-2	2614	632	$259.68
P.O. Box 770		186-21-2			
Decatur, MS 39327		186-21-2			
Gloria J. Brown	120 N. Mill St.	86-61	9420	1660	$886.40
P.O. Box 20524		86-61			
Jackson, MS 39289		86-61			
Millsaps Properties	201 W. Capitol St.	190-8-3	4617	37900	$3,401.36
2223 Eastover Drive		through			
Jackson, MS 39211		190-8-8			
[illegible]					

IT IS FURTHER ORDERED that the funds of said assessment shall remain in escrow until the City receives the results of its submission to the United States Department of Justice for preclearance, and the Mayor has reviewed the plan of the Business Improvement District to ensure its compliance.

Council Member Barrett-Simon moved adoption; **Council Member Crisler** seconded.

Yeas - Allen, Barrett-Simon, and McLemore.
Nays - Dagner-Cook and Stokes.
Abstain – Crisler.
Absent - Brown.

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

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SETTING AN ELECTION TO REAUTHORIZE THE JACKSON BUSINESS IMPROVEMENT DISTRICT, PROVIDING FOR THE MAILING OF BALLOTS AND THE GIVING OF THE REQUIRED NOTICES AND THE CONDUCT OF THE ELECTION BY THE CITY CLERK, PURSUANT TO SECTION 21-43-101, at. seq., MISSISSIPPI CODE OF 1972.

WHEREAS, a petition signed by more than twenty percent (20%) of the property - owners in the proposed Jackson Business Improvement District was filed with the City Clerk on May 16, 2006, asking that the process of establishing and reauthorizing the district begin; and

WHEREAS, a mass meeting of property owners in the proposed district was held on May 30, 2006 at which the district plan was approved by a majority of those in attendance; and

WHEREAS, after notice was duly given a public hearing to review the district plan and receive public comment was held by the City Council on June 19, 2006; and

WHEREAS, pursuant to Section 21-43-117, Mississippi Code of 1972, the City Council is required to set a date for a special election to reauthorize the district and approve the district plan within sixty (60) days from the date of the public hearing, and to give notice of and conduct the election in the following manner:

1. Thirty (30) days prior to the election the City Clerk shall cause a notice to be mailed to each district property owner of record as of the date of the initial notice given as provided by State law. Said notice shall contain the date and time of the election, a copy of the district plan and a ballot.

2. Cause a notice of the date and time of the election, including a copy of the district plan and a ballot to be published at least twice in a newspaper of general circulation in the City with the first publication to be not less than ten (10) nor more than thirty (30) days before the date of the election.

3. Cause a notice of the date and time of the election, including a copy of the district plan and a ballot to be posted in the lobby of the Jackson City Hall not less than ten (10) nor more thirty (30) days before the date set for the election.

4. Ballots marked, signed and submitted by the eligible property owner, as required by State Law shall be placed in sealed envelopes via mail or delivered in person to the City Clerk by the date designated on the ballot.

5. The City Clerk is to count the votes of the property owners, which votes are to be weighted in proportion to the amount of assessment against the properties in the district, provided however, that in no case shall the total number of votes assigned to any one such property owner, through common ownership of property, be equal to more than one-third (1/3) of the total number of votes which may be cast. When the election is completed, the City Clerk shall notify the property owners in the district of the result.

THEREFORE BE IT RESOLVED that the date for the election on the acceptance or rejection of the district plan establishing and reauthorizing the Jackson Business Improvement District is set for July 31, 2006, and that 5:00 o'clock p.m. on said date is the deadline for delivery of ballots to the Office of the City Clerk;

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to prepare and mail all ballots, give all notices, make all publications, make all postings, receive and tabulate the ballots and to do all things provided herein and under the applicable laws of the State of Mississippi to conduct the election on the question of the establishment and reauthorization of the Jackson Business Improvement District, and that said Business

Improvement District, known as Downtown Partners, shall reimburse the City for the expense of the special election.

BE IT FURTHER RESOLVED that the City Clerk is further directed to execute all certificates and documents necessary to carry out these purposes and to request from the Hinds County Tax Assessor a certificate that certifies the following: (i) that all of the properties listed in the district plan are within the proposed Jackson Business Improvement District boundaries; (ii) that all properties listed are zoned for some use other than residential and are taxable properties as defined by Mississippi law; (iii)that all properties in the district are contiguous to the other properties to be benefited in the district with the exception of public streets, alleys, parks, and other public rights-of-way and tax exempt properties within the district boundaries: and (iv) that the property owners listed in the plan are the same owners listed for these parcels according to the 2005 Hinds County Tax Assessment Roll.

BE IT FURTHER RESOLVED that the City Attorney is hereby requested to submit forthwith to the United States Department of Justice, Civil Rights Division, the election date, the district plan, all proceedings had in the reauthorization of the district and all other things and matters he deems necessary to request preclearance under Section 5 of the Voting Rights Act, 42 U. S. C. 1973c, of the establishment and reauthorization of the Jackson Business Improvement District.

Council Member Barrett-Simon moved adoption; **Council Member Bluntson** seconded.

Yeas – Allen, Barrett-Simon, Bluntson, Crisler, McLemore, and Tillman.
Nays – Stokes.
Absent – None.

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RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI REQUESTING THAT THE STATE LEGISLATURE OF MISSISSIPPI AND THE MISSISSIPPI CONGRESSIONAL DELEGATION CONTINUE TO SUPPORT THE FAMILIES OF MISSISSIPPI AND THE REBUILDING OF OUR GREAT STATE FOLLOWING THE DEVASTATION CAUSED BY HURRICANES KATRINA AND RITA, TO SUPPORT STRONG TRADE POLICY REGARDING INDUSTRY SUBSIDIZATION AND CURRENCY MANIPULATION BY FOREIGN GOVERNMENTS, AND TO TAKE SWIFT AND RESPONSIVE ACTIONS TO HALT OTHER UNLAWFUL BARRIERS TO FAIR AND FREE TRADE.

WHEREAS, it is the opinion of the Jackson City Council that Mississippi manufacturing faces challenges brought on by natural disaster and foreign competitive practices; and

WHEREAS, the State of Mississippi has endured considerable hardship and loss of employment opportunities because of last year's devastating hurricanes, which caused millions of dollars worth of damages and the loss of thousands of jobs; and

WHEREAS, the practice of certain foreign governments continues to threaten our state's economy and the economic security of Mississippi's citizens by consistently undervaluing their currency relative to the dollar, and through various deliberate interventions manipulating currency values, resulting in adverse effects on Mississippi's economy and citizens; and

WHEREAS, Mississippi's manufacturing sector, as well as suppliers and ancillary businesses, has lost over 60,000 jobs since 1998 due to unfair trade practices, which includes currency manipulation, subsidization and other unscrupulous measures; and

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi was called by a majority of the Council and Notices having been placed by the City Clerk at 12:07 p.m., on Friday, June 3, 2011, in Council Members' mail boxes, in the Clerk's Office and on the public bulletin board in City Hall, relative to: Resolution of the City Council of Jackson, Mississippi Setting a Public Hearing to Reauthorize the Jackson Business Improvement District. The meeting was convened in the Council Chambers at 11:00 a.m. on Tuesday, June 7, 2011, being the first Tuesday of said month when and where the following things were had and done to wit:

Present: Council Members: Frank Bluntson, President; Quentin Whitwell, Ward 1; Chokwe Lumumba, Ward 2; Charles Tillman, Ward 5 and Margaret Barrett-Simon, Ward 7. Directors: Harvey Johnson, Jr., Mayor; Maxine Brown, Senior Deputy City Clerk; Patricia Ellis, Deputy City Clerk; Brenda Pree, City Clerk and James Anderson, Deputy City Attorney.

Absent: Council Members: Kenneth I. Stokes, Ward 3 and Tony Yarber, Ward 6.

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The meeting was called to order by **President Frank Bluntson**.

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President Bluntson recognized **Ben Allen**, President of Downtown Jackson Partners, who provided the Council with a brief presentation regarding development within the Downtown area. **President Bluntson** opened the floor for discussion, and Council Members expressed their concerns regarding said item. After thorough discussion on the matter, **President Bluntson** requested that the Clerk read said Resolution:

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, SETTING A PUBLIC HEARING TO REAUTHORIZE THE JACKSON BUSINESS IMPROVEMENT DISTRICT.

WHEREAS, pursuant to Section 21-43-111 of the Mississippi Code of 1972, as amended (the "Code"), a petition signed by more than twenty percent (20%) of the property owners in the proposed Jackson Business Improvement District (the "District") was filed with the City Clerk of the City of Jackson, Mississippi, on May 18, 2011, asking that the process of establishing and reauthorizing the District begin; and

WHEREAS, pursuant to Section 21-43-117 of the Code, it is necessary that the Jackson City Council set a date and time for a public hearing to review the District Plan (the "Plan") and receive public comments about the process for accepting or rejecting the Plan; and

WHEREAS, pursuant to Section 21-43-117 of the Code, it is necessary that the City Clerk notify all property owners to be included in the District of the public hearing and the date, time, and place thereof.

THEREFORE, BE IT RESOLVED that a public hearing to review the proposed Plan, and receive comment about the process for accepting or rejecting the Plan, be held on June _____2011 at_____:00_____p.m. in the City Council Chambers located in City Hall in City of Jackson, Mississippi.

BE IT FURTHER RESOLVED that the City Clerk shall post notice of the public hearing, and notify all property owners in the proposed District of the date, time, and location of the subject public hearing.

Council Member Tillman moved adoption; **Council Member Barrett-Simon** seconded.

Council Member Barrett-Simon moved seconded by **Council Member Tillman** to amend the Resolution to include the date and time of said public hearing. The motion prevailed by the following vote:

Yeas – Barrett-Simon, Bluntson, Tillman, and Whitwell.
Nays – Lumumba.
Absent - Stokes and Yarber.

Thereafter, **President Bluntson** called for the final Resolution as amended:

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, SETTING A PUBLIC HEARING TO REAUTHORIZE THE JACKSON BUSINESS IMPROVEMENT DISTRICT.

WHEREAS, pursuant to Section 21-43-111 of the Mississippi Code of 1972, as amended (the "Code"), a petition signed by more than twenty percent (20%) of the property owners in the proposed Jackson Business Improvement District (the "District") was filed with the City Clerk of the City of Jackson, Mississippi, on May 18, 2011, asking that the process of establishing and reauthorizing the District begin; and

WHEREAS, pursuant to Section 21-43-117 of the Code, it is necessary that the Jackson City Council set a date and time for a public hearing to review the District Plan (the "Plan") and receive public comments about the process for accepting or rejecting the Plan; and

WHEREAS, pursuant to Section 21-43-117 of the Code, it is necessary that the City Clerk notify all property owners to be included in the District of the public hearing and the date, time, and place thereof.

THEREFORE, BE IT RESOLVED that a public hearing to review the proposed Plan, and receive comments about the process for accepting or rejecting the Plan, be held on June 20, 2011 at 6:00 p.m. in the City Council Chambers located in City Hall in the City of Jackson, Mississippi.

BE IT FURTHER RESOLVED that the City Clerk shall post notice of the public hearing, and notify all property owners in the proposed District of the date, time, and location of the subject public hearing.

Council Member Tillman moved adoption; **Council Member Barrett-Simon** seconded.

Yeas – Barrett-Simon, Bluntson, Lumumba, Tillman, and Whitwell.
Nays – None.
Absent - Stokes and Yarber.

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Mayor Johnson announced that a Mayor's Ward 4 Community Meeting would be held at 6:00 p.m. on Tuesday, June 7, 2011 at Greater Fairview Baptist Church.

President Bluntson announced that a Public Hearing would be held at 6:00 p.m. on Monday, June 20, 2011 regarding the reauthorization of the Jackson Business Improvement District.

President Bluntson announced that a Public Hearing would be held at 6:00 p.m. on Tuesday, June 21, 2011 regarding the following items in the Rules Committee: Ordinance of the City Council of Jackson, MS requiring convenience stores selling alcoholic beverages and beer to carry liability insurance; Ordinance of the City Council of Jackson, MS establishing and regulating mobile food vending units in the Downtown Jackson area; Discussion: review of voting districts in the COJ in consideration of the recent census; and Ordinance of the City Council of Jackson, MS requiring security personnel at convenience stores during hours of operation.

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There being no further business to come before the City Council, it was unanimously voted to adjourn until the next Regular Meeting to be held at 10:00 a.m. on Tuesday, June 14, 2011, and at 12:45 p.m., the Council stood adjourned.

ATTEST:

CITY CLERK

APPROVED:

MAYOR 7/14/11 DATE

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BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi was called by a majority of the Council and Notices having been placed by the City Clerk at 12:07 p.m., on Friday, June 3, 2011, in Council Members' mail boxes, in the Clerk's Office and on the public bulletin board in City Hall, relative to: Resolution of the City Council of Jackson, Mississippi Setting a Public Hearing to Reauthorize the Jackson Business Improvement District. The meeting was convened in the Council Chambers at 11:00 a.m. on Tuesday, June 7, 2011, being the first Tuesday of said month when and where the following things were had and done to wit:

Present: Council Members: Frank Bluntson, President; Quentin Whitwell, Ward 1; Chokwe Lumumba, Ward 2; Charles Tillman, Ward 5 and Margaret Barrett-Simon, Ward 7. Directors: Harvey Johnson, Jr., Mayor; Maxine Brown, Senior Deputy City Clerk; Patricia Ellis, Deputy City Clerk; Brenda Pree, City Clerk and James Anderson, Deputy City Attorney.

Absent: Council Members: Kenneth I. Stokes, Ward 3 and Tony Yarber, Ward 6.

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The meeting was called to order by **President Frank Bluntson**.

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President Bluntson recognized **Ben Allen**, President of Downtown Jackson Partners, who provided the Council with a brief presentation regarding development within the Downtown area. **President Bluntson** opened the floor for discussion, and Council Members expressed their concerns regarding said item. After thorough discussion on the matter, **President Bluntson** requested that the Clerk read said Resolution:

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, SETTING A PUBLIC HEARING TO REAUTHORIZE THE JACKSON BUSINESS IMPROVEMENT DISTRICT.

WHEREAS, pursuant to Section 21-43-111 of the Mississippi Code of 1972, as amended (the "Code"), a petition signed by more than twenty percent (20%) of the property owners in the proposed Jackson Business Improvement District (the "District") was filed with the City Clerk of the City of Jackson, Mississippi, on May 18, 2011, asking that the process of establishing and reauthorizing the District begin; and

WHEREAS, pursuant to Section 21-43-117 of the Code, it is necessary that the Jackson City Council set a date and time for a public hearing to review the District Plan (the "Plan") and receive public comments about the process for accepting or rejecting the Plan; and

WHEREAS, pursuant to Section 21-43-117 of the Code, it is necessary that the City Clerk notify all property owners to be included in the District of the public hearing and the date, time, and place thereof.

THEREFORE, BE IT RESOLVED that a public hearing to review the proposed Plan, and receive comment about the process for accepting or rejecting the Plan, be held on June _____2011 at_____:00_____p.m. in the City Council Chambers located in City Hall in City of Jackson, Mississippi.

BE IT FURTHER RESOLVED that the City Clerk shall post notice of the public hearing, and notify all property owners in the proposed District of the date, time, and location of the subject public hearing.

Council Member Tillman moved adoption; **Council Member Barrett-Simon** seconded.

Council Member Barrett-Simon moved seconded by **Council Member Tillman** to amend the Resolution to include the date and time of said public hearing. The motion prevailed by the following vote:

Yeas – Barrett-Simon, Bluntson, Tillman, and Whitwell.
Nays – Lumumba.
Absent - Stokes and Yarber.

Thereafter, **President Bluntson** called for the final Resolution as amended:

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, SETTING A PUBLIC HEARING TO REAUTHORIZE THE JACKSON BUSINESS IMPROVEMENT DISTRICT.

WHEREAS, pursuant to Section 21-43-111 of the Mississippi Code of 1972, as amended (the "Code"), a petition signed by more than twenty percent (20%) of the property owners in the proposed Jackson Business Improvement District (the "District") was filed with the City Clerk of the City of Jackson, Mississippi, on May 18, 2011, asking that the process of establishing and reauthorizing the District begin; and

WHEREAS, pursuant to Section 21-43-117 of the Code, it is necessary that the Jackson City Council set a date and time for a public hearing to review the District Plan (the "Plan") and receive public comments about the process for accepting or rejecting the Plan; and

WHEREAS, pursuant to Section 21-43-117 of the Code, it is necessary that the City Clerk notify all property owners to be included in the District of the public hearing and the date, time, and place thereof.

THEREFORE, BE IT RESOLVED that a public hearing to review the proposed Plan, and receive comments about the process for accepting or rejecting the Plan, be held on June 20, 2011 at 6:00 p.m. in the City Council Chambers located in City Hall in the City of Jackson, Mississippi.

BE IT FURTHER RESOLVED that the City Clerk shall post notice of the public hearing, and notify all property owners in the proposed District of the date, time, and location of the subject public hearing.

Council Member Tillman moved adoption; **Council Member Barrett-Simon** seconded.

Yeas – Barrett-Simon, Bluntson, Lumumba, Tillman, and Whitwell.
Nays – None.
Absent - Stokes and Yarber.

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Mayor Johnson announced that a Mayor's Ward 4 Community Meeting would be held at 6:00 p.m. on Tuesday, June 7, 2011 at Greater Fairview Baptist Church.

President Bluntson announced that a Public Hearing would be held at 6:00 p.m. on Monday, June 20, 2011 regarding the reauthorization of the Jackson Business Improvement District.

President Bluntson announced that a Public Hearing would be held at 6:00 p.m. on Tuesday, June 21, 2011 regarding the following items in the Rules Committee: Ordinance of the City Council of Jackson, MS requiring convenience stores selling alcoholic beverages and beer to carry liability insurance; Ordinance of the City Council of Jackson, MS establishing and regulating mobile food vending units in the Downtown Jackson area; Discussion: review of voting districts in the COJ in consideration of the recent census; and Ordinance of the City Council of Jackson, MS requiring security personnel at convenience stores during hours of operation.

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There being no further business to come before the City Council, it was unanimously voted to adjourn until the next Regular Meeting to be held at 10:00 a.m. on Tuesday, June 14, 2011, and at 12:45 p.m., the Council stood adjourned.

ATTEST:

CITY CLERK

APPROVED:

MAYOR 7/14/11 **DATE**

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ORDER APPROVING THE MOTOR VEHICLE AD VALOREM TAX ASSESSMENT SCHEDULE FOR THE CITY OF JACKSON AND THE JACKSON MUNICIPAL SEPARATE SCHOOL DISTRICT FOR THE YEAR 2016-2017, AS CONSIDERED, EXAMINED, CORRECTED AND EQUALIZED, SUBJECT TO THE RIGHT OF TAXPAYERS TO BE HEARD ON ALL OBJECTIONS MADE BY THEM IN WRITING AT A MEETING OF THE COUNCIL COMMENCING JULY 26, 2016 AND SUBJECT TO CHANGES AND CORRECTIONS BY THE COUNCIL AS AUTHORIZED BY LAW.

WHEREAS, the Council of the City of Jackson, Mississippi, having heretofore received the motor vehicle ad valorem tax assessment schedule prepared and adopted by the Mississippi Department of Revenue, and the Council having examined and considered the said motor vehicle ad valorem tax assessment schedule and from said examination and other evidence before it finds that the valuations set forth therein have been equalized in general throughout the City and School District, and fully comply with statutes governing the preparation of the same, and that the said schedule should now be approved, subject to the right of property owners to protest and object.

IT IS, THEREFORE, ORDERED that the Motor Vehicle Ad Valorem Tax Assessment Schedule be and the same is hereby approved, subject to the rights of citizens and property owners to object and protest thereto, and that the City Clerk be and she is hereby authorized and directed to give notice thereof by publication in the Mississippi Link, a newspaper of general circulation in the City of Jackson, Mississippi, one time on July 21, 2016, the publication of which shall be made no more than fifteen (15) days prior to the regular meeting of the Council to be held on July 26, 2016, notifying the public and taxpayers of the City of Jackson and of the Jackson Municipal Separate School District that the said motor vehicle ad valorem tax assessment schedule for the year 2016-2017, and the valuation therein set forth has been considered and approved by the Council, and is now ready for inspection and examination by the public, and that any objection to the valuation set forth and contained in said assessment schedule must be filed in writing with the City Clerk at City Hall located at 219 S. President Street in Jackson, Mississippi, on or before 10:00 a.m. on July 26, 2016 at which time the Council will convene in regular session and commence hearing and considering objections, if any, to the said schedule and the valuation contained therein, and will continue hearing from day to day thereafter until all taxpayers and parties in interest who have filed written objections to any of the said valuations contained in said schedule have been heard and such objections have been disposed of in the manner approved by law.

Council Member Stokes moved adoption; **Council Member Barrett-Simon** seconded.

Yeas- Barrett-Simon, Hendrix, Priester, Stokes and Tillman.
Nays- None.
Absent- Foote and Stamps.

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ORDER ESTABLISHING THE ASSESSMENT FOR THE DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT.

WHEREAS, an election was held on August 16, 2011 allowing district property owners to reauthorize the district boundaries, the district plan and the district management agency for a period of five years; and

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

WHEREAS, pursuant to Mississippi Code Annotated, as amended, §21-43-123, the City is authorized to levy an assessment and distribute funds to the Management Agency now established as Downtown Jackson Partners; and

WHEREAS, this procedure has been followed since 1996.

IT IS HEREBY ORDERED by the City Council of Jackson, Mississippi, there is levied on all taxable real property in the Downtown Jackson Business Improvement District within the corporate limits of the City of Jackson a levy of $0.10 on each square foot of buildings and unimproved real estate for the following properties:

Property Owner	Mailing Address	City	State	Zip Code	Property Address	Parcel #	Land Sq. Ft.	Bldg. Sq. Ft.	Assessment $0.10 Per Square Foot
Malcolm White	200 S. Commerce St.	Jackson	MS	39201	200 S. Commerce St.	1193-15-1	11,760	24,220	$3,598
MS Power & Light Co. Attn. Ad valorem Tax Section	P.O. Box 1640	Jackson	MS	39205	711 Tombigbee St.(71)	1194-5	105,152	45,975	$15,113
Mississippi Power & Light Co.	233 N. Michigan Ave C.				0 S. Commerce St.	1194-6	12,160	0	$1,216
Mississippi Power & Light Company	P.O. Box 1640	Jackson	MS	39205	740 E. South St.	1194-7	120,608	30,365	$15,097
Gannett MS Corp	P.O. Box 40	Jackson	MS	39205	0 Tombigbee St.	186-10	2,440	0	$244
Gannett MS Corp	P.O. Box 40	Jackson	MS	39205	0 S. West St.	186-11	3,500	0	$350
Gannett MS Corp	P.O. Box 40	Jackson	MS	39205	0 S. West St.	186-12	12,800	0	$1,280
Gannett MS Corp.	P.O. Box 40	Jackson	MS	39205	0 Tombigbee St.	186-13	1,500	0	$150
Gannett MS Corp.	P.O. Box 40	Jackson	MS	39205	0 E. Pascagoula St.	186-14	12,000	0	$1,200
Gannett MS Corp.	P.O. Box 40	Jackson	MS	39205	301 E. Pascagoula	186-15	12,000	24,000	$3,600
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	0 S. Congress	186-21	4,000	0	$400
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	0 S. Congress St.	186-21-1	5,227	0	$523
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	445 S. Congress St.	186-21-2	2,614	0	$261
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	S. West St.	186-24	35,040	0	$3,504
Brokerage Inc.	400 Poydras St. Ste. 2400	New Orleans	LA	70130	425 Tombigbee St.	186-26	2,430	4,456	$689
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	0 Tombigbee St.	186-27	55,776	0	$5,578
Russell Newman	413 S. President St., Ste. 111	Jackson	MS	39201	413 S. President St.(15)	186-28	7,500	7,840	$1,534
Beach Luckett Ross Real Estate	P.O. Box 1669	Jackson	MS	39205	499 S. President St.	186-29	16,000	13,888	$2,989
Wayne E. Ferrell, Jr.	405 Tombigbee St.	Jackson	MS	39225	0 S. Congress St.	186-32	5,516	0	$552
Wayne E. Ferrell, Jr.	405 Tombigbee St.	Jackson	MS	39225	0 S. Congress St.	186-33	9,834	0	$983
Wayne E. Ferrell, Jr.	405 Tombigbee St.	Jackson	MS	39225	405 Tombigbee	186-34	5,568	11,200	$1,677
Guy P. Steele	408 S. Congress St.	Jackson	MS	39201	408 S. Congress St.	186-34-1	3,425	774	$420
Downtown Property Development LLC	355 S. State Street	Jackson	MS	39201	355 S. State St.	186-41	20,120	2,700	$2,282
LPC CMP Properties LLC	410 S. President St.	Jackson	MS	39201	401 S. State St.	186-49	10,520	10,400	$2,092
LPC CMP Properties LLC	410 S. President St.	Jackson	MS	39201	0 Tombigbee St.	186-50	1,360	0	$136
Mrs. M. H. Whalley Life Est.	P.O. Box 22985	Jackson	MS	39225	0 Tombigbee St.	186-50-1	588	0	$59
LPC Properties LLC	410 S. President St.	Jackson	MS	39201	0 Tombigbee St.	186-51	2,052	0	$205
LPC CMP Properties LLC	410 S. President St.	Jackson	MS	39201	411 S. State St.	186-52	7,264	3,200	$1,046
LPC CMP Properties LLC	410 S. President St.	Jackson	MS	39201	409 S. State St.	186-52-1	5,841	3,120	$896
419 S. State Street Building LLC	419 S. State St. Ste. A-100	Jackson	MS	39201	417 S. State St.	186-53	13,028	4,960	$1,799
Sanford Knott	P.O. Box 1208	Jackson	MS	39215	425 S. State St.	186-54	4,000	4,043	$804
Crymes G. Pittman	P.O. Box 22985	Jackson	MS	39225	0 S. President St.	186-56	6,400	0	$640

Crymes G. Pittman	P.O. Box 22985	Jackson	MS	39225	0 S. President St.	186-57	6,400	0	$640
PGRW Properties LLC	P.O. Box 22985	Jackson	MS	39225	0 Tombigbee St.	186-58	24,305	0	$2,431
PGRW Properties LLC	P.O. Box 22985	Jackson	MS	39225	410 S. President St.	186-59	5,760	3,780	$954
Gannett MS Corp c/o MS Publishers Corp.	P.O. Box 40	Jackson	MS	39205	0 Tombigbee St.	186-9	4,000	0	$400
Kountouris Properties LLC	123 W. Capitol Street	Jackson	MS	39201	123 W. Capitol St.	190-11	2,350	8,836	$1,119
West Capitol LLC	P.O. Box 16470	Jackson	MS	39236	119 W. Capitol St.	190-12	2,350	4,700	$705
West Capitol LLC	P.O. Box 16470	Jackson	MS	39236	117 W. Capitol St.	190-13	2,350	2,350	$470
West Capitol LLC	P.O. Box 16470	Jackson	MS	39236	113 W. Capitol	190-14	4,930	9,400	$1,433
West Capitol LLC	P.O. Box 16470	Jackson	MS	39236	0 W. Capitol Street	190-15	4,700	0	$470
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	0 S. Roach St.	190-19	7,073	0	$707
King Edward Revitalization Co. LLC	909 Poydras St. 31st Floor	New Orleans	LA	70112	235 W. Capitol St.	190-2	107,391	410,756	$51,815
John W. Holden, Jr.	P.O. Box 1055	Cleveland	TN	37364	116 S. Roach St.	190-20	4,064	4,400	$846
State Bank & Trust	P.O. Box 8287	Greenwood	MS	38935	140 W. Pearl St.	190-21	17,934	4,960	$2,289
Pruet Oil Co.	217 W. Capitol St. Suite 201	Jackson	MS	39201	217 W. Capitol St.	190-4	9,600	20,400	$3,000
Fahrenheit Creative Group LLC	921 N. Congress Street	Jackson	MS	39202	215 W. Capitol St.	190-5	4,800	2,848	$765
James Washington	2701 N. State Street	Jackson	MS	39216	213 W. Capitol St.	190-6	3,920	3,430	$735
James Washington	2701 N. State Street	Jackson	MS	39216	209 W. Capitol St.	190-7	4,016	6,860	$1,088
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	205 W. Capitol St.	190-8	3,500	13,723	$1,722
Devon Breyden Investments LLC	P.O. Box 394	Canton	MS	39046	207 W. Capitol St.	190-8-1	2,160	1,640	$380
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St	190-8-2	588	5,414	$600
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-3	588	5,414	$600
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-4	588	5,414	$600
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-5	588	5,414	$600
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-6	588	5,414	$600
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-7	588	5,414	$600
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-8	588	5,414	$600
Porter Bridge Loan Co.	2112 First Ave N	Birmingham	AL	35203	0 S. West St.	191-1	7,050	0	$705
Sam J. Kazery	104 Seville Way	Madison	MS	39110	E. Pascagoula	191-12	7,571	0	$757
Sam J. Kazery	104 Seville Way	Madison	MS	39110	124 E. Pascagoula	191-13	7,384	0	$738
Alexander Law PA	P.O. Box 1664	Jackson	MS	39215	157 E. Pearl St.	191-25	2,365	2,160	$453
Perinatal Services PLLC	109 Inez Owens Drive	Jackson	MS	39212	159 E. Pearl St.	191-26	2,530	2,160	$469
Lamar Restaurant LLC	220 County Rd #398	Fremont	OH	43420	201 S. Lamar St.	191-27	4,812	4,812	$962
DMHC Investment LLC	213 S. Lamar Street	Jackson	MS	39201	213 S. Lamar St (15)	191-28	3,875	6,720	$1,060
Parkway Lamar LLC	188 E. Capitol St. Suite 1000	Jackson	MS	39201	211 S. West St.	191-3	49,049	157,194	$20,624
Bailey Mortgage Co.	188 E. Capitol St. Suite 1000	Jackson	MS	39201	200 S. Lamar St.	191-30	24,883	166,128	$19,099
Bailey Mortgage Co.	188 E. Capitol St. Suite 1000	Jackson	MS	39201	211 E. Pearl St.	191-32	13,948	0	$1,395

Wolverton Pearl Street Properties LLC	167 E. Pearl St.	Jackson	MS	39201	225 E. Pearl St.	191-33	12,000	9,750	$2,175
Wolverton Pearl Street Properties LLC	167 E. Pearl St.	Jackson	MS	39201	265 E. Pearl St.	191-34	3,300	2,730	$603
Tanner Commercial Properties LLC	1012 Parkwood Pl.	Jackson	MS	39206	263 E. Pearl St.	191-34-1	3,300	2,730	$603
Porter Bridge Loan Co.	2112 First Ave N	Birmingham	AL	35203	277 E. Pearl St.	191-35	15,090	21,788	$3,688
Larry & Anita Stamps	P.O. Box 2916	Jackson	MS	39207	269 E. Pearl St.	191-36	6,660	11,700	$1,836
Saliba H. & Lamia R. Dabit	5035 Meadow Oak Park Dr.	Jackson	MS	39211	101 E. Capitol St.	191-37	7,200	19,440	$2,664
Saliba H. & Lamia R. Dabit	5035 Meadow Oak Park Dr.	Jackson	MS	39211	109 E. Capitol St.	191-38	2,300	3,450	$575
Hertz Jackson Four LLC	1522 2nd St.	Santa Monica	CA	90401	111 East Capitol St.	191-39	88,375	279,360	$36,774
Constantine Zouboukos	P.O. Box 4631	Jackson	MS	39296	0 E. Capitol St.	191-47	5,251	0	$525
South Central Bell	P.O. Box 811	Jackson	MS	39205	0 E. Capitol St.	191-48	192	0	$19
Constantine Zouboukos	P.O. Box 4631	Jackson	MS	39296	141 E. Capitol St.	191-49	4,376	4,000	$838
PYWN Landmark LLC	235 S. 14 Street, Ste. A	Baton Rouge	MS	70802	175 E. Capitol St.	191-50	93,608	330,000	$42,361
South Central Bell	220 E. Pearl Street	Jackson	MS	39201	0 E. Capitol St.	191-65	19,472	156,839	$17,631
AT&T	220 E. Pearl Street	Jackson	MS	39201	0 East Pearl St.	191-66	15,122	145,286	$16,041
South Central Bell	220 E. Pearl Street	Jackson	MS	39201	215 E. Capitol St.(23)	191-67	12,419	0	$1,242
225 East Capitol Street Hotel LLC	2001 Kirby Dr. Ste. 900	Houston	TX	77019	225 E. Capitol St.	191-68	33,944	182,258	$21,620
Ridgway Management	P.O. Box 187	Jackson	MS	39205	235 E. Capitol St.	191-70	12,825	11,310	$2,414
Southern Institute of Fine Arts Development Co.	P.O. Box 113	Jackson	MS	39205	245 E. Capitol St.	191-71	63,000	115,000	$17,800
Security Centre Inc.	188 E. Capitol St. Suite 1000	Jackson	MS	39201	200 S. Lamar St.	191-8	17,083	70,486	$8,757
Security Centre Inc.	188 E. Capitol St. Suite 1000	Jackson	MS	39201	200 S. Lamar St.	191-8-1	15,141	70,486	$8,563
Cardan Enterprises LLC	378 Fannin Landing Cir	Brandon	MS	39042	156 E. Pascagoula	191-9	16,040	8,850	$2,689
Acroterion LLC	1041 Tommy Munro Drive	Biloxi	MS	39532	329 E. Capitol St.	192-1	7,664	12,675	$2,034
Gannett MS Corp.	P.O. Box 40	Jackson	MS	39205	309 E. Pearl St.	192-16	43,651	108,000	$15,165
Lamar Life Co. LLC	125 S. Congress St. Ste. 1800	Jackson	MS	39201	315 E. Capitol St.	192-2	4,506	87,000	$9,151
Mississippi Power & Light Company	P.O. Box 1640	Jackson	MS	39205	0 E. Pearl St.	192-23-1	600	0	$60
Investek Inc. Lessee	P.O. Box 1006	Jackson	MS	39215	119 S. President St.	192-24	5,600	13,104	$1,870
Thomas Spengler Bldg. LLC	129 S. President St.	Jackson	MS	39201	129 S. President St.	192-27	21,280	14,532	$3,581
Mattiace Office Co. LLC	P.O. Box 13809	Jackson	MS	39236	125 S. Congress St.	192-3	25,536	393,420	$41,896
Duckworth Property Investments II	308 E. Pearl Street, Suite 200	Jackson	MS	39201	0 E. Pearl St.	192-31	11,120	0	$1,112
Duckworth Property Investments II	308 E. Pearl Street, Suite 200	Jackson	MS	39201	100 S. Congress St.	192-32	14,560	13,350	$2,791
CSFB 2005 C1 Capitol Office LLC	1601 Washington Ave. Ste. 700	Miami Beach	FL	33139	401 E. Capitol St. (11)	192-34	25,231	91,557	$11,679
CSFB 2005 C1 Capitol Office LLC	1601 Washington Ave. Ste. 700	Miami Beach	FL	33139	413 E. E. Capitol St.	192-35	2,532	10,176	$1271
Wilfred Q. Cole & Gwen W.	4036 Boxwood Circle	Jackson	MS	39211	415 E. Capitol St. (55)	192-36	3,048	6,096	$914
Bank of Mississippi	P.O. Box 789	Tupelo	MS	38802	525 E. Capitol St.	192-37	12,618	70,111	$8,273

Bank of Mississippi	P.O. Box 789	Tupelo	MS	38802	525 E. Capitol St.	192-38	4,333	5,700	$1,003
Electric Holdings LLC	308 E. Pearl Street, Suite 200	Jackson	MS	39201	310 E. Pearl St.	192-4	11,920	119,000	$13,092
Bank of Mississippi	P.O. Box 789	Tupelo	MS	38802	0 S. President St.	192-45	29,440	3,876	$3,332
Bank of Mississippi	P.O. Box 789	Tupelo	MS	38802	0 S. State St.	192-45-1	36,691	0	$3,669
MS State University AG & Applied Science	Lee Hall Ste. 400	Mississippi State	MS	39762	0 E. Capitol St.	192-45-2	6,400	0	$640
Lifestyle Inc.	P.O. Box 10032	Jackson	MS	39286	112 S. President St.	192-56	745	756	$150
Macon Building LLC	501 E. Capitol St.	Jackson	MS	39201	501 E. Capitol St.	192-57	3,512	12,000	$1,551
Lakeside Management LLC	707 N. Congress Street	Jackson	MS	39202	507 E. Capitol St.	192-59	8,512	38,160	$4,667
Gannett River States Publishing	P.O. Box 40	Jackson	MS	39205	201 S. Congress St.	192-6	52,599	66,000	$11,860
William Waller, Jr. & Robert O. Waller	P.O. Box 4	Jackson	MS	39205	220 S. President St.	192-74	7,680	2,750	$1,043
Gadow & Tyler Holding Co. LLC	511 E. Pearl Street	Jackson	MS	39202	511 E. Pearl St.	192-79	3,000	3,200	$620
Gannett River States Publishing	P.O. Box 40	Jackson	MS	39205	0 E. Pascagoula St.	192-9	13,024	0	$1,302
Parnassus Properties LLC	130 A. Courthouse Square	Oxford	MS	38655	0 S. State St.	193-1	7,875	0	$788
Storagemax Downtown LLC	40 Northtown Dr.	Jackson	MS	39211	304 S. State St.	193-10	13,650	32,000	$4,565
BF & G LLC	318 S. State Street	Jackson	MS	39201	312 S. State St.	193-11	66,812	45,175	$11,199
Parnassus Properties LLC	130 A. Courthouse Square	Oxford	MS	38655	0 S. State St.	193-2	2,550	0	$255
Parnassus Properties LLC	130 A. Courthouse Square	Oxford	MS	38655	0 S. State St.	193-3	3,700	0	$370
Parnassus Properties LLC	130 A. Courthouse Square	Oxford	MS	38655	0 S. State St.	193-4	4,500	0	$450
George J. Stodghill	214 S. State Street	Jackson	MS	39201	214 S. State St.	193-5	3,900	4,875	$878
George J. Stodghill	216 S. State Street	Jackson	MS	39201	216 S. State St.	193-6	3,900	8,775	$1,268
SWW Properties LLC	4526 Brook Drive	Jackson	MS	39206	0 S. State St.	193-7	23,714	0	$2,371
Cellular South Real Estate Inc.	1018 Highland Colony Pkwy Ste. 330	Jackson	MS	39157	400 S. State St.	194-1	34,131	18,500	$5,263
Dixie Properties MS LLC	100 Calumet Gardens Ste. 100	Madison	MS	39110	414 S. State St.	194-2	17,600	19,050	$3,665
Corbett Scott	2 Bedford CT	Fredericks	VA	22406	430 S. State St.	194-4	50,208	21,700	$7,191
656 N. State Street LLC	190 E. Capitol St. Ste. 100	Jackson	MS	39201	656 N. State St.	24-21	48,569	41,860	$9,043
First FCC LLC	P.O. Box 250	Jackson	MS	39201	700 High Street	24-24	32,730	0	$3,273
Malcolm P. Ewing	1365 Kimwood Dr.	Jackson	MS	39211	610 N. State St.	24-26	14,531	11,780	$2,631
Multiple Listing Service	P.O. Box 1198	Jackson	MS	39215	620 N. State St.	24-27	12,400	12,150	$2,455
Multiple Listing Service	P.O. Box 1198	Jackson	MS	39215	North St.	24-28	12,400	0	$1,240
Millsaps Buie House LLC	628 N. State Street	Jackson	MS	39202	628 N. State St.	24-29	37,143	10,800	$4,794
Mississippi Assoc. of Fin. Inst. of Deposit	P.O. Box 37	Jackson	MS	39205	640 N. State St.	24-31	31,020	6,003	$3,702
The Molpus Company	P.O. Box 59	Philadelphia	MS	39350	654 N. State St.	24-32	15,071	5,400	$2,047
Coxwell & Associates PLLC	500 N. State St.	Jackson	MS	39202	500 N. State St.	24-43	12,800	4,078	$1,688
Jerry Lake	711 High St.	Jackson	MS	39211	713 High St.	24-49	14,738	7,782	$2,252
First Properties LLC	P.O. Box 250	Jackson	MS	39205	729 High St.	24-50	6,400	5,700	$1,210
Miss. Municipal Service Co. Inc.	600 E. Amite St.	Jackson	MS	39201	600 E. Amite St.	30-1-1	9,805	17,640	$2,745
Old Capitol Inn Inc.	226 N. State St.	Jackson	MS	39201	226 N. State St.	30-3	20,475	30,259	$5,073
Old Capitol Inn Inc.	226 N.	Jackson	MS	39201	N. State St.	30-3-1	10,890	0	$1,089

	State St.								
John A Eaves	101 N. State St.	Jackson	MS	39201	105 N. State St.	33-1	1,975	4,576	$655
John A. Eaves Sr. & Patricia Eaves	753 Old Canton Rd	Canton	MS	39046	123 N. State St.	33-10	3,828	4,750	$858
Gary D. & Deborah M. Thrash	129 N. State St.	Jackson	MS	39201	129 N. State St.	33-11	6,496	3,600	$1,010
John A Eaves	101 N. State St.	Jackson	MS	39201	101 N. State St.	33-1-1	2,906	4,640	$755
Gary D. & Deborah M. Thrash	129 N. State St.	Jackson	MS	39201	125 N. State St.	33-11-1	4,104	4,970	$907
Christieco LLC	500 E. Capitol Street	Jackson	MS	39201	500 E. Capitol St.	33-14	4,516	12,000	$1,652
Christieco LLC	500 E. Capitol Street	Jackson	MS	39201	0 N. President St.	33-14-1	2,175	0	$218
Christieco LLC	500 E. Capitol Street	Jackson	MS	39201	0 E. Capitol St.	33-15	3,879	0	$388
Elaine L. Mack	P.O. Box 3582	Jackson	MS	39207	434 E. Capitol St.	33-17	2,916	2,916	$583
Elaine L. Mack	P.O. Box 3582	Jackson	MS	39207	107 N. President	33-18	1,324	1,324	$265
Elaine L. Mack	P.O. Box 3582	Jackson	MS	39207	436 E. Capitol St.	33-18-1	1,037	1,037	$207
Consolidated Investment Co.	414 E. Capitol Street	Jackson	MS	39201	426 E. Capitol St.	33-19	5,400	4,350	$975
John A. Eaves Sr. & Patricia Eaves	101 N. State St.	Jackson	MS	39201	520 E. Capitol St.	33-2	3,156	3,156	$631
Consolidated Investment Co.	414 E. Capitol Street	Jackson	MS	39201	422 E. Capitol St.	33-20	3,240	2,059	$530
Consolidated Investment Co.	414 E. Capitol Street	Jackson	MS	39201	418 E. Capitol St.	33-21	6,060	1,875	$794
T[illegible]r Properties LLC	P.O. Box 475	Jackson	MS	39205	113 N. President St	33-22	4,400	6,600	$1,100
Plaza Building LLC	P.O. Box 491817	Los Angeles	CA	90049	120 N. Congress St.	33-27	10,400	102,000	$11,240
Emporium Property LLC	P.O. Box 56607	Atlanta	GA	30343	400 E. Capitol St.	33-29	19,275	61,690	$8,097
Consolidated Investment Co.	414 E. Capitol Street	Jackson	MS	39201	414 E. Capitol St.	33-31	2,480	4,118	$660
Backwater Management LLC	809 Avondale Street	Jackson	MS	39216	0 N. State St.	33-33	3,779	0	$378
518 E. Capitol LLC	346 Frazier Ave.	Chatanooga	TN	37405	518 E. Capitol St.	33-4	3,344	11,600	$1,494
John A. Eaves	101 N. State St.	Jackson	MS	39201	107 N. State St.	33-5	1,872	3,400	$527
Matthew & Shannon McLaughlin	1609 Lyncrest Avenue	Jackson	MS	39202	109 N. State St.(11)	33-6	2,195	2,880	$508
John A. Eaves, Jr.	101 N. State St.	Jackson	MS	39201	113 N. State St. Apt. A	33-7	2,328	2,880	$521
Backwater Management LLC	809 Avondale Street	Jackson	MS	39216	117 N. State St. Apt. 21	33-8	7,749	10,650	$1,840
John A. Eaves, Jr.	101 N. State St.	Jackson	MS	39201	115 N. State St.	33-8-1	2,720	2,880	$560
MS Republican Party Building Trust	P.O. Box 60	Jackson	MS	39205	228 N. Congress St.	34-11	12,800	6,260	$1,906
Congress St. Investors LLC	P.O. Box 13925	Jackson	MS	39236	202 N. Congress	34-14	42,720	39,950	$8,267
Nolan S. Harper	5445 Briarfield Rd	Jackson	MS	39211	E. Amite St.	34-16	12,080	0	$1,208
Shane Langston	P.O. Box 23307	Jackson	MS	39225	201 N. President	34-2	6,825	8,350	$1,518
222 LLC	100 Gulf South Dr.	Flowood	MS	39232	Yazoo St.	34-23	6,320	0	$632
John Giddens Properties LLC	226 N. President St.	Jackson	MS	39201	226 N. President St.	34-24	4,640	2,900	$754
222 LLC	100 Gulf South Dr.	Flowood	MS	39232	222 N. President	34-25	8,000	22,989	$3,099
Shane Langston	P.O. Box 23307	Jackson	MS	39225	0 E. Amite St.	34-3	1,925	0	$193
Charles R. McRae	416 E Amite St.	Jackson	MS	39201	416 E. Amite St.	34-4	2,450	7,140	$959
Lee B. Agnew Jr.	418 Yazoo St.	Jackson	MS	39201	418 Yazoo St.	34-45	2,277	1,740	$402
Adrienne B. Boone & Joan B. Bellan	3936 Kings Highway	Jackson	MS	39216	316 N. Congress St.	34-51	9,001	0	$900
Galloway Properties LLC	P.O. Box 22929	Jackson	MS	39225	304 N. Congress St.	34-54	12,305	7,000	$1,931
Galloway Properties LLC	P.O. Box 22929	Jackson	MS	39225	Yazoo St.	34-55	4,815	0	$482

Congress St. Investors LLC	P.O. Box 13925	Jackson	MS	39236	219 N. President	34-7	20,000	3,042	$2,304
William H. Morris	P.O. Box 41	Jackson	MS	39205	N. State St.	35-11	7,356	0	$736
Hebron Morris	P.O. Box 41	Jackson	MS	39205	513 N. State St.	35-12	6,720	4,200	$1,092
Mrs. Dean Alexander	P.O. Box 41	Jackson	MS	39205	College St.	35-18	10,880	0	$1,088
Robert M. Hederman III	625 N. State Street	Jackson	MS	39201	N. President St.	36-12	11,888	0	$1,189
Miss. Road Builders Assoc.	601 George St.	Jackson	MS	39202	601 George St.	36-14	16,311	4,800	$2,111
Robert M. Hederman, III	625 N. State St.	Jackson	MS	39201	625 N. State St.	36-3	6,800	0	$680
Robert M. Hederman III	P.O. Box 260	Jackson	MS	39205	625 N. State St.	36-5	14,960	12,960	$2,792
633 N. State LLC	P.O. Box 13809	Jackson	MS	39236	633 N. State St.	36-6	38,400	64,768	$10,317
Wright & Ferguson Funeral Home c/o Alderwoods Tax Dept.	PMB 6126 250 H St.	Blaine	WA	98230	601 N. West St.	82-12	64,310	16,125	$8,044
Wright & Ferguson Funeral Home c/o Property Tax 9th Fl.	P.O. Box 130548	Houston	TX	77219	George St.	82-17	11,550	0	$1,155
Wright & Ferguson Funeral Home c/o Property Tax 9th Fl.	P.O. Box 130548	Houston	TX	77219	George St.	82-18	6,000	0	$600
Wright & Ferguson Funeral Home c/o Property Tax 9th Fl.	P.O. Box 130548	Houston	TX	77219	George St.	82-19	5,972	0	$597
Hill Holly Building LLC	P.O. Box 9483	Jackson	MS	39286	300 N. Farish St.	83-3	8,712	4,899	$1,361
Hertz Jackson One LLC	210 E. Amite St., Ste. 1200	Jackson	MS	39201	220 E. Amite St.	84-12-1	40,467	212,283	$25,275
St. Peters Catholic Church Parking Lot	P.O. Box 57	Jackson	MS	39205	N. West St.	84-12-2	11,830	0	$1,183
CP Jackson LLC	740 Centre View Blvd.	Crestview Hills	KY	41017	200 E. Amite St.	84-12-3	41,184	396,000	$43,718
Deposit Guaranty National Bank c/o Regions Bank	250 Riverchase Pkwy Ste. 600	Birmingham	AL	35244	219 N. Lamar St.	84-13	18,690	4,158	$2,285
Deposit Guaranty National Bank c/o Regions Bank	250 Riverchase Pkwy Ste. 600	Birmingham	AL	35244	205 N. Lamar St.	84-13-2	20,347	1,075	$2,142
Deposit Guaranty National Bank c/o Regions Bank	250 Riverchase Pkwy Ste. 600	Birmingham	AL	35244	N. Lamar St.	84-14	2,818	0	$282
T & W Metro Properties LLC	P.O. Box 22688	Jackson	MS	39225	124 E. Amite St.	84-18	8,500	5,000	$1,350
Integrated Management Services PA	126 East Amite Street	Jackson	MS	39201	126 East Amite St.	84-19	12,799	15,000	$2,780
Foundation For Mid South Properties	134 E. Amite St.	Jackson	MS	39201	E. Amite St.	84-20	7,850	0	$785
Foundation For Mid South Properties	134 E. Amite St.	Jackson	MS	39201	134 E. Amite St.	84-21	7,850	6,250	$1,410
NC Properties	P.O. Box 1220	Jackson	MS	39212	138 E. Amite St.	84-22	8,138	6,950	$1,509
TCARS LP	162 E. Amite St.	Jackson	MS	39201	162 E. Amite St.	84-26	36,784	40,250	$7,703
101 Griffith Street LLC	P.O. Box 9483	Jackson	MS	39286	115 E. Griffith St.	84-27	9,463	0	$946
Capitol Street Development LLC	1522 2nd St.	Santa Monica	CA	90401	200 E. Capitol St.	85-18	10,659	162,448	$17,311
Hertz Jackson One LLC	210 E. Capitol Street, Suite 1200	Jackson	MS	39201	210 E. Capitol St.	85-21	51,734	335,332	$38,707
Capital Lake LLC	P.O. Box 54128	Pearl	MS	39288	E. Capitol St.	85-24	3,437	0	$344
MacRae Properties LP	109 E. State St.	Ridgeland	MS	39157	226 E. Capitol St.	85-25	2,200	2,200	$440
M2 Pizza LLC	104 Audubon Point Dr.	Brandon	MS	39047	224 E. Capitol St.	85-26	1,980	1,980	$396
DeShun & Valeria Martin	5709 Hwy 80 W	Jackson	MS	39209	228 E. Capitol St.	85-27	2,200	2,200	$440
Larry & Demetrica Nixon	234 Capitol Street	Jackson	MS	39201	230 E. Capitol St.	85-28	5,072	15,216	$2,029
OmniBank	P.O. Box 22624	Jackson	MS	39225	236 E. Capitol St.	85-29	6,957	41,742	$4,870
Trustmark National Bank	P.O. Box 291	Jackson	MS	39205	244 E. Capitol St.	85-30	5,500	11,000	$1,650
First National Bank	P.O. Box 291	Jackson	MS	39205	248 Capitol St.	85-31	18,044	343,000	$36,104

First National Bank	P.O. Box 291	Jackson	MS	39205	227 E. Amite St.	85-35	30,009	190,855	$22,086
Hertz Jackson Five LLC	1522 2nd St.	Santa Monica	CA	90401	0 E. Capitol St.	85-8	62,726	0	$6,273
Hertz OJP Holdings LLC	1522 2nd St.	Santa Monica	CA	90401	188 E. Capitol St.	85-8-2	53,578	228,000	$28,158
Hertz Jackson Three LLC	1522 2nd St.	Santa Monica	CA	90401	0 E. Capitol Street	85-8-3	87,263	192,000	$27,926
James H. Meredith	929 Meadowbrook Rd.	Jackson	MS	39206	N. Mill St.	86-12	4,684	0	$468
James H. Meredith	929 Meadowbrook Rd.	Jackson	MS	39206	217 W. Griffith St.	86-13	2,911	4,900	$781
Inez Ester Karlak	308 Lakeside Drive	Brandon	MS	39047	218 N. Mill St.	86-14	11,040	9,900	$2,094
Anbale LLC	P.O. Box 290	Jackson	MS	39205	0 N. Mill St.	86-15	5,580	0	$558
Anbale LLC	P.O. Box 290	Jackson	MS	39205	200 N. Mill St.	86-16	7,210	3,450	$1,066
Wallace Realty North LLC	3826 Dogwood Dr.	Jackson	MS	39211	146 W. Amite St.	86-17	9,588	0	$959
Seascape Properties	P.O. Box 16386	Jackson	MS	39236	W. Griffith St.	86-18	7,440	0	$744
Lyle Sohn	111 Broadmeadow Drive	Grenada	MS	38901	0 W. Griffith St.	86-19	3,000	0	$300
Dennis Milton	4835 Kilkulien Place	Jackson	MS	39209	137 W. Griffith St.	86-20	2,975	3,425	$640
Dennis Milton	4835 Kilkullen Place	Jackson	MS	39209	133 W. Griffith St.	86-21	5,285	5,169	$1,045
Kathy L Price	212 Willow Brook Dr.	Clinton	MS	39056	N. Roach St.	86-22	2,438	0	$244
Maces Lessee	Station A	Jackson	MS	39210	W. Amite St.	86-23	11,644	0	$1,164
Frank E. Dennis	3239 Copperfield St.	Jackson	MS	39209	0 Youngs Alley	86-40	1,480	0	$148
Frank E. Dennis	3239 Copperfield St.	Jackson	MS	39209	0 N. Farish St.	86-41	1,485	0	$149
Adam Hayes & Daniel Dillon	504 Plum Grove	Brandon	MS	39047	305 N. Farish St.	86-43	9,450	4,810	$1,426
Adam Hayes & Daniel Dillon	504 Plum Grove	Brandon	MS	39047	303 N. Farish St.	86-48	4,461	1,725	$619
Adam Hayes & Daniel Dillon	504 Plum Grove	Brandon	MS	39047	0 N. Farish St.	86-48-1	2,730	0	$273
Farish Street Properties LLC	100 Amite Street	Jackson	MS	39201	100 W. Amite St.	86-56	9,952	4,000	$1,395
Albert M. Spann, Jr.	P.O. Box 621	Jackson	MS	39205	118 N. Mill St.	86-64	6,565	630	$720
Major Mortgage & Inv.	207 W. Amite St. #10	Jackson	MS	39201	0 N. Mill St.	86-65	8,834	0	$883
Major Mortgage & Inv.	207 W. Amite St. #10	Jackson	MS	39201	0 N. Mill St	86-68	7,272	0	$727
Thomas Faulkner	346 Frazier Avenue	Chattanooga	TN	37405	0 N. Mill Street	86-66-1	2,178	0	$218
King Edward Revitalization Co. LLC	909 Poydras St. 31st Floor	New Orleans	LA	70112	236 W. Capitol St.	86-67	2,400	4,800	$720
King Edward Revitalization Co. LLC	909 Poydras St. 31st Floor	New Orleans	LA	70112	232 W. Capitol St.	86-68	2,400	4,800	$720
Capitol Hotel LLC	346 Frazier Ave.	Chattanooga	TN	37045	226 W. Capitol St.	86-69	6,260	9,056	$1,532
Major Mortage & Inv.	207 W. Amite St. #10	Jackson	MS	39201	0 W. Capitol St.	86-69-1	2,526	0	$253
Emmanuel Okolo	127 S. Roach St. Apt. 302	Jackson	MS	39201	224 W. Capitol St.	86-70	3,844	3,200	$704
James P. & Barbara Smith	101 Lake Estates	Clinton	MS	39056	222 W. Capitol St.	86-71	2,370	4,744	$711
James P. & Barbara Smith	101 Lake Estates	Clinton	MS	39056	218 W. Capitol St.	86-72	10,880	2,710	$1,359
James P. & Barbara Smith	101 Lake Estates	Clinton	MS	39056	220 W. Capitol St.	86-72-1	3,163	3,000	$616
James P. & Barbara Smith	101 Lake Estates	Clinton	MS	39056	214 E. Capitol St. 16	86-73	6,464	8,325	$1,479
James P. & Barbara Smith	101 Lake Estates	Clinton	MS	39056	0 W. Capitol St.	86-74	7,383	0	$738
James P. & Barbara Smith	101 Lake Estates	Clinton	MS	39056	210 W. Capitol St.(12)	86-74-1	2,056	4,000	$606
Albert M. Spann, Jr.	P.O. Box 621	Jackson	MS	39205	208 W. Capitol St.	86-75	8,284	3,600	$1,188
Stanley Orkin c/o Ted	P.O. Box	Jackson	MS	39236	206 W. Capitol	86-76	7,100	2,100	$920

Orkin	14001				St.				
Seshadri Raju	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	0 W. Capitol St.	86-76-1	6,008	0	$601
Crossroads Enterprises Inc.	207 W. Amite St. #10	Jackson	MS	39201	207 W. Amite St.	86-76-2	12,049	41,000	$5,305
Seshadri Raju	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	200 W. Capitol St.(02)	86-77	12,198	0	$1,220
Seshadri Raju	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	0 N. Roach St.	86-77-1	9,302	0	$930
Seshadri Raju	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	0 W. Amite St.	86-77-2	1,850	0	$185
TOTAL							3,455,590	8,696,106	$1,015,170

Council Member Barrett-Simon moved adoption; **Council Member Tillman** seconded.

Yeas- Barrett-Simon, Hendrix, Priester and Tillman.
Nays- Stokes.
Absent- Foote and Stamps.

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RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN, JWH EQUIPMENT PROJECT, CITY OF JACKSON, MISSISSIPPI, MAY 2016; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council of the City of Jackson, Mississippi (the "Council" of the "City"), acting for and on behalf of the City, hereby finds, determines and adjudicates as follows:

SECTION 1. Under the power and authority granted by the laws of the State of Mississippi and particularly under Chapter 45 of Title 21 (the "TIF Act"), the Council on May 3, 2016, did adopt a certain resolution entitled:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED; DETERMINING THAT THE TAX INCREMENT FINANCING PLAN, JWH EQUIPMENT PROJECT, CITY OF JACKSON, MISSISSIPPI, MAY 2016 PROPOSES A PROJECT THAT IS ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, JWH EQUIPMENT PROJECT, CITY OF JACKSON, MISSISSIPPI, MAY 2016; AND FOR RELATED PURPOSES.

SECTION 2. As directed by the aforesaid resolution, and as required by law, a Notice of Public Hearing with respect to the Tax Increment Financing Plan, JWH Equipment Project, City of Jackson, Mississippi, May 2016 (the "TIF Plan"), was published in the *Mississippi Link,* a newspaper having a general circulation within the City, on June 2, 2016 as evidenced by the publisher's proof of publication of the same heretofore presented to the Council and filed with the City Clerk.

SECTION 3. The Notice of Public Hearing generally described the TIF Plan and further called for a public hearing to be held at City Hall, Jackson, Mississippi, at 6:00 p.m., on June 14, 2016, to enable the general public to state or present their views on the TIF Plan.

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

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		2,196,991.64
PARKS & RECR FUND		94,871.17
LANDFILL FUND		14,901.29
SENIOR AIDES		3,703.21
WATER/SEWER OPER & MAINT		216,212.39
PAYROLL	112,777.03	
EARLY CHILDHOOD		30,569.56
HOUSING COMM DEV		11,664.84
TITLE III AGING PROGRAMS		5,672.89
TRANSPORTATION FUND		15,408.39
PEG ACCESS-PROGRAMMING FUND		8,813.67
ZOOLOGICAL PARK		24,942.78
TOTAL		**$2,623,751.83**

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

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

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ORDER ESTABLISHING THE ASSESSMENT FOR THE DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT.

WHEREAS, an election was held on January 17, 2017, allowing district property owners to reauthorize the district boundaries, the district plan and the district management agency for a period of 10 years; and

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

WHEREAS, pursuant to §21-43-123 of the Mississippi Code Annotated, as amended, the City is authorized to levy an assessment and distribute funds to the Management Agency now established as Downtown Jackson Partners; and

WHEREAS, this procedure has been followed since 1996.

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

Property Owner	Mailing Address	City	State	Zip Code	Property Address	Parcel #	Land Sq. Ft.	Bldg. Sq. Ft	Assessment $0.11 Per Square Foot
MS Power & Light Co. Attn. Advalorem Tax Section	P.O. Box 1640	Jackson	MS	39205	711 Tombigbee St.(71)	1194-5	105,152	45,975	$16,624
Mississippi Power & Light Co.	233 N. Michigan Ave C.				0 S. Commerce St.	1194-6	12,160	0	$1,338
Mississippi Power & Light Company	P.O. Box 1640	Jackson	MS	39205	740 E. South St.	1194-7	120,608	30,365	$16,607
Gannett MS Corp	P.O. Box 40	Jackson	MS	39205	0 Tombigbee St.	186-10	2,440	0	$268
Gannett MS Corp	P.O. Box 40	Jackson	MS	39205	0 S. West St.	186-11	3,500	0	$385

Gannett MS Corp.	P.O. Box 40	Jackson	MS	39205	0 S. West St.	186-12	12,800	0	$1,408
Gannett MS Corp.	P.O. Box 40	Jackson	MS	39205	0 Tombigbee St.	186-13	1,500	0	$165
Gannett MS Corp.	P.O. Box 40	Jackson	MS	39205	0 E. Pascagoula St.	186-14	12,000	0	$1,320
Gannett MS Corp.	P.O. Box 40	Jackson	MS	39205	301 E. Pascagoula	186-15	12,000	24,000	$3,960
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	0 S. Congress	186-21	4,000	0	$440
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	0 S. Congress St.	186-21-1	5,227	0	$575
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	445 S. Congress St.	186-21-2	2,614	0	$288
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	S. West St.	186-24	35,040	0	$3,854
Brokerage Inc.	400 Poydras St. Ste. 2400	New Orleans	LA	70130	425 Tombigbee St.	186-26	2,430	4,456	$757
Capital Hotel Associates LLC	4141 Crane Blvd.	Jackson	MS	39216	0 Tombigbee St.	186-27	55,776	0	$6,135
Russell Newman	413 S. President St., Ste. 111	Jackson	MS	39201	413 S. President St. 15	186-28	7,500	7,840	$1,687
Stephen Beach III & John Luckett	502 Brame Rd	Ridgeland	MS	39157	499 S. President St.	186-29	16,000	13,888	$3,288
Wayne E. Ferrell, Jr.	405 Tombigbee Street	Jackson	MS	39201	0 S. Congress St.	186-32	5,516	0	$607
Wayne E. Ferrell, Jr.	405 Tombigbee Street	Jackson	MS	39201	0 S. Congress St.	186-33	9,834	0	$1,082
Wayne E. Ferrell, Jr.	405 Tombigbee Street	Jackson	MS	39201	405 Tombigbee	186-34	5,568	11,200	$1,844
Wayne E. Ferrell, Jr.	P.O. Box 24448	Jackson	MS	39225	408 S. Congress St.	186-34-1	3,425	0	$377
Downtown Property Development LLC	355 S. State Street	Jackson	MS	39201	355 S. State St.	186-41	20,120	2,700	$2,510
LPC CMP Properties LLC	410 S. President St.	Jackson	MS	39201	401 S. State St.	186-49	10,520	10,400	$2,301
LPC CMP Properties LLC	410 S. President St.	Jackson	MS	39201	0 Tombigbee St.	186-50	1,360	0	$150
Mrs. M. H. Whatley Life Est.	P.O. Box 22985	Jackson	MS	39225	0 Tombigbee St.	186-50-1	588	0	$65
LPC Properties LLC	410 S. President St.	Jackson	MS	39201	0 Tombigbee St.	186-51	2,052	0	$226
LPC CMP Properties LLC	410 S. President St.	Jackson	MS	39201	411 S. State St.	186-52	7,264	3,200	$1,151
LPC CMP Properties LLC	410 S. President St.	Jackson	MS	39201	409 S. State St.	186-52-1	5,841	3,120	$986
419 S. State Street Building LLC	114 Ivy Brook Drive	Madison	MS	39110	417 S. State St.	186-53	13,028	4,960	$1,979
Sanford Knott	P.O. Box 1208	Jackson	MS	39215	425 S. State St.	186-54	4,000	4,043	$885
Crymes G. Pittman	P.O. Box 22985	Jackson	MS	39225	0 S. President St.	186-57	12,800	0	$1,408
PGRW Properties LLC	P.O. Box 22985	Jackson	MS	39225	0 Tombigbee St.	186-58	24,305	0	$2,674
PGRW Properties LLC	P.O. Box 22985	Jackson	MS	39225	410 S. President St.	186-59	5,760	3,780	$1,049
Gannett MS Corp c/oMS Publishers Corp.	P.O. Box 40	Jackson	MS	39205	0 Tombigbee St.	186-9	4,000	0	$440
Kountouris Properties LLC	123 W. Capitol Street	Jackson	MS	39201	123 W. Capitol St.	190-11	2,350	8,836	$1,230
West Capitol LLC	P.O. Box 16470	Jackson	MS	39236	119 W. Capitol St.	190-12	2,350	4,700	$776
West Capitol LLC	P.O. Box 16470	Jackson	MS	39236	117 W. Capitol St.	190-13	2,350	2,350	$517
West Capitol LLC	P.O. Box 16470	Jackson	MS	39236	113 W. Capitol	190-14	4,930	9,400	$1,576
West Capitol LLC	P.O. Box 16470	Jackson	MS	39236	0 W. Capitol Street	190-15	4,700	0	$517
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	0 S. Roach St.	190-19	7,073	0	$778
King Edward Revitalization Co. LLC	812 Gravier St. Ste. 200	New Orleans	LA	70112	235 W. Capitol St.	190-2	107,391	410,756	$56,996
John W. Holden, Jr.	P.O. Box 1055	Cleveland	TN	37364	116 S. Roach St.	190-20	4,064	4,400	$931
State Bank & Trust	P.O. Box 8287	Greenwood	MS	38935	140 W. Pearl St.	190-21	17,934	4,960	$2,518

Pruet Oil Co.	217 W. Capitol St. Suite 201	Jackson	MS	39201	217 W. Capitol St.	190-4	9,600	20,400	$3,300
Alorod Property Management LLC	215 W. Capitol Street	Jackson	MS	39201	215 W. Capitol St.	190-5	4,800	2,848	$841
James Washington	2701 N. State Street	Jackson	MS	39216	213 W. Capitol St.	190-6	3,920	3,430	$809
James Washington	2701 N. State Street	Jackson	MS	39216	209 W. Capitol St.	190-7	4,016	6,860	$1,196
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	205 W. Capitol St.	190-8	3,500	13,723	$1,895
CAI Realty LLC	P.O. Box 655	Jackson	MS	39205	207 W. Capitol St.	190-8-1	2,160	1,640	$418
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-2	588	5,414	$660
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-3	588	5,414	$660
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-4	588	5,414	$660
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-5	588	5,414	$660
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-6	588	5,414	$660
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-7	588	5,414	$660
Millsaps Properties LLC	971 Lakeland Dr. Ste.401	Jackson	MS	39216	201 W. Capitol St.	190-8-8	588	5,414	$660
Select Edge Realty LLC	277 E. Pearl Street	Jackson	MS	39201	0 S. West St.	191-1	7,050	0	$776
Kaz LLC	346 Heritage Place	Jackson	MS	39212	E. Pascagoula	191-12	7,571	0	$833
Kaz LLC	346 Heritage Place	Jackson	MS	39212	124 E. Pascagoula	191-13	7,384	0	$812
CO2 Investments LLC	109 Inez Owens Drive	Jackson	MS	39212	157 E. Pearl St.	191-25	2,365	2,160	$498
Perinatal Services PLLC	109 Inez Owens Drive	Jackson	MS	39212	159 E. Pearl St.	191-26	2,530	2,160	$516
Powell Organization LLC	112 Grandview Cir	Brandon	MS	39047	201 S. Lamar St.	191-27	4,812	4,812	$1,059
DMHC Investment LLC	213 S. Lamar Street	Jackson	MS	39201	213 S. Lamar St.(15)	191-28	3,875	6,720	$1,165
Hertz Jackson City Centery LLC	21890 Burbank Blvd. Ste. 300 S	Woodland Hills	CA	91367	211 S. West St.	191-3	49,049	157,194	$22,687
Bailey Mortgage Co.	214 W. College Street	Murfreesboro	TN	37130	200 S. Lamar St.	191-30	24,863	166128	$21,009
Bailey Mortgage Co.	214 W. College Street	Murfreesboro	TN	37130	211 E. Pearl St.	191-32	13,948	0	$1,534
Wolverton Pearl Street Properties LLC	167 E. Pearl St.	Jackson	MS	39201	225 E. Pearl St.	191-33	12,000	9,750	$2,393
Tanner Commercial Properties LLC	121 Bridgewater Xing	Ridgeland	MS	39157	265 E. Pearl St.	191-34	3,300	2,730	$663
Tanner Commercial Properties LLC	1012 Parkwood Pl.	Jackson	MS	39206	263 E. Pearl St.	191-34-1	3,300	2,730	$663
Select Edge Realty LLC	277 E. Pearl Street	Jackson	MS	39201	277 E. Pearl St.	191-35	15,090	21,788	$4,057
Larry & Anita Stamps	P.O. Box 2916	Jackson	MS	39207	269 E. Pearl St.	191-36	6,660	11,700	$2,020
Saliba H. & Lamia R. Dabit	5035 Meadow Oak Park Dr.	Jackson	MS	39211	101 E. Capitol St.	191-37	7,200	19,440	$2,930
Saliba H. & Lamia R. Dabit	5035 Meadow Oak Park Dr.	Jackson	MS	39211	109 E. Capitol St.	191-38	2,300	3,450	$633
Hertz Jackson Four LLC	21860 Burbank Blvd. Ste. 300 S	Woodland Hills	CA	91367	111 East Capitol St	191-39	88,375	279,360	$40,451
Constantine Zouboukos	P.O. Box 4631	Jackson	MS	39296	0 E. Capitol St.	191-47	5,251	0	$578
South Central Bell	P.O. Box 811	Jackson	MS	39205	0 E. Capitol St.	191-48	192	0	$21
Constantine Zouboukos	P.O. Box 4631	Jackson	MS	39296	141 E. Capitol St.	191-49	4,376	4,000	$921

Landmark Property Company LLC	718 W. Bus Hwy 60	Dexter	MO	63841	175 E. Capitol St.	191-50	93,608	330,000	$46,597
South Central Bell	220 E. Pearl Street	Jackson	MS	39201	0 E. Capitol St.	191-65	19,472	156,839	$19,394
AT&T	220 E. Pearl Street	Jackson	MS	39201	0 East Pearl St.	191-66	15,122	145,286	$17,645
South Central Bell	220 E. Pearl Street	Jackson	MS	39201	215 E. Capitol St.(23)	191-67	12,419	0	$1,366
225 East Capitol Street Hotel LLC	2727 Kirby Drive Apt. 15C	Houston	TX	77098	225 E. Capitol St.	191-68	33,944	182,258	$23,782
Ridgway Management	P.O. Box 187	Jackson	MS	39205	235 E. Capitol St.	191-70	12,825	11,310	$2,655
Southern Institute of Fine Arts Development Co.	2727 Kirby Drive Apt. 15C	Houston	TX	77098	245 E. Capitol St.	191-71	63,000	115,000	$19,580
Security Centre Inc.	214 W. College Street	Murfreesboro	TN	37130	200 S. Lamar St.	191-8	17,083	70,486	$9,633
Security Centre Inc.	214 W. College Street	Murfreesboro	TN	37130	200 S. Lamar St.	191-8-1	15,141	70,486	$9,419
Cardan Enterprises LLC	378 Fannin Landing Cir	Brandon	MS	39042	156 E. Pascagoula	191-9	18,040	8,850	$2,958
Acroterion LLC	1041 Tommy Munro Drive	Biloxi	MS	39532	329 E. Capitol St.	192-1	7,664	12,675	$2,237
Gannett MS Corp.	P.O. Box40	Jackson	MS	39205	309 E. Pearl St.	192-16	43,651	108,000	$16,682
Lamar Life Gulch LLC	125 S. Congress St. Ste. 1800	Jackson	MS	39201	315 E. Capitol St.	192-2	4,506	87,000	$10,066
Mississippi Power & Light Company	P.O. Box 1640	Jackson	MS	39205	0 E. Pearl St.	192-23-1	600	0	$66
Investek Inc. Lessee	P.O. Box 1006	Jackson	MS	39215	119 S. President St.	192-24	5,600	13,104	$2,057
Thomas Spengler Bldg. LLC	129 S. President St.	Jackson	MS	39201	129 S. President St.	192-27	21,280	14,532	$3,939
Mattiace Office Co. LLC	P.O. Box 13809	Jackson	MS	39236	125 S. Congress St.	192-3	25,536	393,420	$46,085
Duckworth Property Investments II	308 E. Pearl Street, Suite 200	Jackson	MS	39201	0 E. Pearl St.	192-31	11,120	0	$1,223
Duckworth Property Investments II	308 E. Pearl Street, Suite 200	Jackson	MS	39201	100 S. Congress St.	192-32	14,560	0	$1,602
Le Fleurs Bluff Properties LLC	43 Farnham Pl.	Metairie	LA	70005	401 E. Capitol St.(11)	192-34	25,231	91,557	$12,847
Le Fleurs Bluff Properties LLC	43 Farnham Pl.	Metairie	LA	70005	413 E. Capitol St.	192-35	2,532	10,176	$1,398
Le Fleurs Bluff Properties LLC	43 Farnham Pl.	Metairie	LA	70005	415 E. Capitol St.	192-36	3,048	6,096	$1,006
Bank of Mississippi	P.O. Box 789	Tupelo	MS	38802	525 E. Capitol St.	192-37	12,618	70,111	$9,100
Bank of Mississippi	P.O. Box 789	Tupelo	MS	38802	525 E. Capitol St.	192-38	4,333	5,700	$1,104
Electric Holdings LLC	308 E. Pearl Street, Suite 200	Jackson	MS	39201	310 E. Pearl St.	192-4	11,920	119,000	$14,401
Bank of Mississippi	P.O. Box 789	Tupelo	MS	38802	0 S. President St.	192-45	29,440	3,876	$3,665
Bank of Mississippi	P.O. Box 789	Tupelo	MS	38802	0 S. State St.	192-45-1	36,691	0	$4,036
Lifestyle Inc.	P.O. Box 10032	Jackson	MS	39286	112 S. President St.	192-56	745	756	$165
Macon Building LLC	501 E. Capitol St.	Jackson	MS	39201	501 E. Capitol St.	192-57	3,312	12,000	$1,706
Lakeside Management LLC	814 N. Congress St.	Jackson	MS	39202	507 E. Capitol St.	192-59	8,512	38,160	$5,134
Gannett River States Publishing	P.O. Box 40	Jackson	MS	39205	201 S. Congress St.	192-6	52,599	66,000	$13,046
William Waller, Jr. & Robert O. Waller	P.O. Box 4	Jackson	MS	39205	220 S. President St.	192-74	7,680	2,750	$1,147
Gadow& Tyler Holding Co. LLC	511 E. Pearl Street	Jackson	MS	39201	511 E. Pearl St.	192-79	3,000	3,200	$682
Gannett River States Publishing	P.O. Box 40	Jackson	MS	39205	0 E. Pascagoula St.	192-9	13,024	0	$1,433
Parnassus Properties LLC	130 A. Courthouse Square	Oxford	MS	38655	0 S. State St.	193-1	7,875	0	$866
Storagemax Downtown LLC	40 Northtown Dr.	Jackson	MS	39211	304 S. State St.	193-10	13,650	32,000	$5,022

BF & G LLC	318 S. State Street	Jackson	MS	39201	312 S. State St.	193-11	66,812	45,175	$12,319
Parnassus Properties LLC	130 A. Courthouse Square	Oxford	MS	38655	0 S. State St.	193-2	2,550	0	$281
Parnassus Properties LLC	130 A. Courthouse Square	Oxford	MS	38655	0 S. State St.	193-3	3,700	0	$407
Parnassus Properties LLC	130 A. Courthouse Square	Oxford	MS	38655	0 S. State St.	193-4	4,500	0	$495
George J. Stodghill	214 S. State Street	Jackson	MS	39201	214 S. State St.	193-5	3,900	4,875	$965
George J. Stodghill	216 S. State Street	Jackson	MS	39201	216 S. State St.	193-6	3,900	8,775	$1,394
SWW Properties LLC	4526 Brook Drive	Jackson	MS	39206	0 S. State St.	193-7	23,714	0	$2,609
Cellular South Real Estate Inc.	1018 Highland Colony Pkwy Ste. 330	Jackson	MS	39157	400 S. State St.	194-1	34,131	18,500	$5,789
Dixie Properties MS LLC	100 Calumet Gardens Ste. 100	Madison	MS	39110	414 S. State St.	194-2	17,600	19,050	$4,032
Cadillac Games LLC	43 Farnham Pl.	Metairie	LA	70005	430 S. State St.	194-4	50,208	21,700	$7,910
Rockwell Debt Free Property Inc.	1163 E. Bountiful Hills Dr.	Bountiful	UT	84010	656 N. State St.	24-21	48,569	9,154	$6,350
Saturday Seller LLC	120 Kirkwood Place	Jackson	MS	39211	610 N. State St.	24-26	14,131	11,780	$2,894
Alorod Property Management LLC	602 N. State Street	Jackson	MS	39202	628 N. State St.	24-29	37,143	10,800	$5,274
Mississippi Assoc. of Fin. Inst. Of Deposit	P.O. Box 37	Jackson	MS	39205	640 N. State St.	24-31	31,020	6,003	$4,073
The Molpus Company	P.O. Box 59	Philadelphia	MS	39350	654 N. State St.	24-32	15,071	5,400	$2,252
Coxwell& Associates PLLC	500 N. State St.	Jackson	MS	39202	500 N. State St.	24-43	12,800	4,078	$1,857
Jerry Lake	711 High St.	Jackson	MS	39211	713 High St.	24-49	14,738	7,782	$2,477
Miss. Municipal Service Co. Inc.	600 E. Amite St.	Jackson	MS	39201	600 E. Amite St.	30-1-1	9,805	17,640	$3,019
Old Capitol Inn Inc.	226 N. State St.	Jackson	MS	39201	226 N. State St.	30-3	20,475	30,259	$5,581
Old Capitol Inn Inc.	226 N. State St.	Jackson	MS	39201	N. State St.	30-3-1	10,890	0	$1,198
John A. Eaves Jr.	101 N. State St.	Jackson	MS	39201	105 N. State St.	33-1	1,975	4,576	$721
Tiffany E. Schlesinger	101 N. State Sweet	Jackson	MS	39201	123 N. State St.	33-10	3,828	4,750	$944
Deborah M Thrash	920 La Roche Ct	Ridgeland	MS	39157	129 N. State St.	33-11	6,496	3,600	$1,111
John A. Eaves Jr.	101 N. State St.	Jackson	MS	39201	101 N. State St.	33-1-1	2,906	4,640	$830
Deborah M. Thrash	920 La Roche Ct	Ridgeland	MS	39157	125 N. State St.	33-11-1	4,104	4,970	$998
Christieco LLC	500 E. Capitol Street	Jackson	MS	39201	500 E. Capitol St.	33-14	4,516	12,000	$1,817
Christieco LLC	500 E. Capitol Street	Jackson	MS	39201	0 N. President St	33-14-1	2,175	0	$239
Christieco LLC	500 E. Capitol Street	Jackson	MS	39201	0 E. Capitol St.	33-15	3,879	0	$427
Elaine L. Mack	P.O. Box 3582	Jackson	MS	39207	434 E. Capitol St.	33-17	2,916	2,916	$642
Elaine L. Mack	P.O. Box 3582	Jackson	MS	39207	107 N. President	33-18	1,324	1,324	$291
Elaine L. Mack	P.O. Box 3582	Jackson	MS	39207	436 E. Capitol St.	33-18-1	1,037	1,037	$228
Trace Place Properties LLC	43 Farnham Pl.	Metairie	LA	70005	426 E. Capitol St.	33-19	5,400	4,350	$1,073
John A. Eaves Jr.	101 N. State St.	Jackson	MS	39201	520 E. Capitol St.	33-2	3,156	3,156	$694
Trace Place Properties LLC	43 Farnham Pl.	Metairie	LA	70005	422 E. Capitol St.	33-20	3,240	2,059	$583
Trace Place Properties LLC	43 Farnham Pl.	Metairie	LA	70005	418 E. Capitol St.	33-21	6,060	1,875	$873
Trace Place Properties LLC	43 Farnham Pl.	Metairie	LA	70005	113 N. President St	33-22	4,400	6,600	$1,210
Plaza Building LLC	P.O. Box 491817	Los Angeles	CA	90049	120 N. Congress St.	33-27	10,400	102,000	$12,364
Emporium Property LLC	P.O. Box 56607	Atlanta	GA	30343	400 E. Capitol St.	33-29	19,275	61,690	$8,906

Consolidated Investment Co.	414 E. Capitol Street	Jackson	MS	39201	414 E. Capitol St.	33-31	2,480	4,118	$726
Backwater Management LLC	809 Avondale Street	Jackson	MS	39216	0 N. State St.	33-33	3,779	0	$416
518 E. Capitol LLC	346 Frazier Ave.	Chatanooga	TN	37405	518 E. Capitol St.	33-4	3,344	11,600	$1,644
Paige E. Ray	101 N. State St.	Jackson	MS	39201	107 N. State St.	33-5	1,872	3,400	$580
Backwater Management LLC	809 Avondale Street	Jackson	MS	39216	109 N. State St.(1)	33-6	2,195	2,880	$558
John A. Eaves, Jr.	101 N. State St.	Jackson	MS	39201	113 N. State St. Apt. A	33-7	2,328	2,880	$573
Backwater Management LLC	809 Avondale Street	Jackson	MS	39216	117 N. State St. Apt. 21	33-8	7,749	10,650	$2,024
John A. Eaves, Jr.	101 N. State St.	Jackson	MS	39201	115 N. State St.	33-8-1	2,720	2,880	$616
MS Republican Party Building Trust	P.O. Box 60	Jackson	MS	39205	228 N. Congress St.	34-11	12,800	6,260	$2,097
Congress St. Investors LLC	P.O. Box 13925	Jackson	MS	39236	202 N. Congress	34-14	42,720	39,950	$9,094
Nolan S. Harper	1432 1st Street	New Orleans	LA	70130	E. Amite St.	34-16	12,180	0	$1,329
ECM Development	201 N. President Street	Jackson	MS	39201	201 N. President	34-2	6,825	8,350	$1,669
222 LLC	100 Gulf South Dr.	Flowood	MS	39232	Yazoo St.	34-23	6,320	0	$695
John Giddens Properties LLC	226 N. President St.	Jackson	MS	39201	226 N. President St.	34-24	4,640	2,900	$829
222 LLC	100 Gulf South Dr.	Flowood	MS	39232	222 N. President	34-25	8,000	22,989	$3,409
ECM Development	201 N. President Street	Jackson	MS	39225	0 E. Amite St.	34-3	1,925	0	$212
Charles R. McRae	416 E Amite St.	Jackson	MS	39201	416 E. Amite St.	34-4	2,450	7,140	$1,055
Lee B. Agnew Jr.	418 Yazoo St.	Jackson	MS	39201	418 Yazoo St.	34-45	2,277	1,740	$442
Joan B. Bellan	3936 Kings Highway	Jackson	MS	39216	316 N. Congress St.	34-51	9,001	0	$990
Galloway Properties LLC	P.O. Box 22929	Jackson	MS	39225	304 N. Congress St.	34-54	12,305	7,000	$2,124
Galloway Properties LLC	P.O. Box 22929	Jackson	MS	39225	Yazoo St.	34-55	4,815	0	$530
Congress St. Investors LLC	P.O. Box 13925	Jackson	MS	39236	219 N. President	34-7	20,000	3,042	$2,535
William H. Morris	P.O. Box 41	Jackson	MS	39205	N. State St.	35-11	7,356	0	$809
Hebron Morris	P.O. Box 41	Jackson	MS	39205	513 N. State St.	35-12	6,720	4,700	$1,201
Mrs. Dean Alexander	P.O. Box 41	Jackson	MS	39205	College St.	35-18	10,880	0	$1,197
Mississippi Bar Foundation Inc.	P.O. Box 2168	Jackson	MS	39225	N. President St.	36-12	11,888	0	$1,308
Miss. Road Builders Assoc.	601 George St.	Jackson	MS	39202	601 George St.	36-14	16,311	4,800	$2,322
TJB Holdings LLC	101 Windsor Blvd.	Brandon	MS	39042	625 N. State St.	36-3	6,800	0	$748
TJB Holdings LLC	101 Windsor Blvd.	Brandon	MS	39042	625 N. State St.	36-5	14,960	12,160	$3,071
633 N. State LLC	P.O. Box 13809	Jackson	MS	39236	633 N. State St.	36-6	38,400	64,768	$11,348
Sandra F. Holly	300 N. Farish Street, Ste. C	Jackson	MS	39202	300 N. Farish St.	83-3	8,712	4,899	$1,497
Hertz Jackson One LLC	21860 Burbank Blvd.	Woodland Hills	CA	91367	220 E. Amite St.	84-12-1	40,467	212,283	$27,803
St. Peters Co Cathedral Parking Lot	P.O. Box 57	Jackson	MS	39205	N. West St.	84-12-2	11,830	0	$1,301
21 Capital Group LP	128 Westcourt Lane	San Antonio	TX	78257	200 E. Amite St.	84-12-3	41,184	396,000	$48,090
Deposit Guaranty National Bank c/o Regions Bank	250 Riverchase Pkwy Ste. 600	Birmingham	AL	35244	219 N. Lamar St.	84-13	18,690	4,158	$2,513
Deposit Guaranty National Bank c/o Regions Bank	250 Riverchase Pkwy Ste. 600	Birmingham	AL	35244	205 N. Lamar St.	84-13-2	20,347	1,075	$2,356
Deposit Guaranty National Bank c/o Regions Bank	250 Riverchase Pkwy Ste. 600	Birmingham	AL	35244	N. Lamar St.	84-14	2,818	0	$310

T & W Metro Properties LLC	P.O. Box 22688	Jackson	MS	39225	124 E. Amite St.	84-18	8,500	5,000	$1,485
Integrated Management Services PA	126 East Amite Street	Jackson	MS	39201	126 East Amite St.	84-19	12,799	15,000	$3,058
138 Partners	P.O. Box 1220	Jackson	MS	39215	138 E. Amite St.	84-22	8,138	6,950	$1,660
TCARS LP	162 E. Amite St.	Jackson	MS	39201	162 E. Amite St.	84-26	36,784	40,250	$8,474
Hill-Holy Building LLC	300 N. Farish Street, Ste. C	Jackson	MS	39202	115 E. Griffith St.	84-27	9,463	0	$1,041
Capitol Street Development LLC	21860 Burbank Blvd.	Woodland Hills	CA	91367	200 E. Capitol St.	85-18	10,659	162,448	$19,042
Hertz Jackson One LLC	21860 Burbank Blvd.	Woodland Hills	CA	91367	210 E. Capitol St.	85-21	51,734	335,332	$42,577
Richard D. Harding Rev. Trust	P.O. Box 125	Clinton	MS	39060	E. Capitol St.	85-24	3,437	0	$378
226 East Capitol Street LLC c/o Steven Gold	421 Ponte Vedra Blvd.	Ponte Vedra Beach	FL	32082	226 E. Capitol St.	85-25	2,200	2,200	$484
Godwin & Sarah Dafe	1011 Hallmark Drive	Jackson	MS	39206	224 E. Capitol St.	85-26	1,980	1,980	$436
DeShun&Vaterri a Martin	228 E. Capitol Street	Jackson	MS	39201	228 E. Capitol St.	85-27	2,200	2,200	$484
Larry &Demetrica Nixon	234 Capitol Street	Jackson	MS	39201	230 E. Capitol St.	85-28	5,072	15,216	$2,232
OmniBank	P.O. Box 22624	Jackson	MS	39225	236 E. Capitol St.	85-29	6,957	41,742	$5,357
Trustmark National Bank	P.O. Box 291	Jackson	MS	39205	244 E. Capitol St.	85-30	5,500	11,000	$1,815
First National Bank	P.O. Box 291	Jackson	MS	39205	248 Capitol St.	85-31	18,044	343,000	$39,715
First National Bank	P.O. Box 291	Jackson	MS	39205	227 E. Amite St.	85-35	30,009	190,855	$24,295
Hertz Jackson Five LLC	1522 2nd St.	Santa Monica	CA	90401	0 E. Capitol St.	85-8	62,726	0	$6,900
Hertz OJP Holdings LLC	21860 Burbank Blvd. Ste. 300 S	Woodland Hills	CA	91367	188 E. Capitol St.	85-8-2	53,578	228,000	$30,974
Hertz Jackson Three LLC	21860 Burbank Blvd.	Woodland Hills	CA	91367	190 E. Capitol Street	85-8-3	87,263	192,000	$30,719
James H. Meredith	929 Meadowbroo k Rd.	Jackson	MS	39206	N. Mill St.	86-12	4,684	0	$515
James H. Meredith	929 Meadowbroo k Rd.	Jackson	MS	39206	217 W. Griffith St.	86-13	2,911	4,900	$859
Jessica S. Daigle	1905 Avenue St.	McDonough	GA	30253	218 N. Mill St.	86-14	11,040	9,900	$2,303
Anbale LLC	P.O. Box 290	Jackson	MS	39205	0 N. Mill St.	86-15	5,580	0	$614
Anbale LLC	P.O. Box 290	Jackson	MS	39205	200 N. Mill St.	86-16	7,210	3,450	$1,173
Jessica S. Daigle	1905 Avenue St.	McDonough	GA	30253	146 W. Amite St.	86-17	9,588	0	$1,055
Jessica S. Daigle	1905 Avenue St.	McDonough	GA	30253	W. Griffith St.	86-18	7,440	0	$818
Lyle Sohn	111 Broadmeado w Drive	Grenada	MS	38901	0 W. Griffith St.	86-19	3,000	0	$330
Dennis Milton	4835 Kilkullen Place	Jackson	MS	39209	137 W. Griffith St.	86-20	2,975	3,425	$704
Dennis Milton	4835 Kilkullen Place	Jackson	MS	39209	133 W. Griffith St.	86-21	5,285	5,169	$1,150
Charles E. Price & Vera S. Willis	15914 Messa Gardens Dr.	Houston	TX	77095	N. Roach St.	86-22	2,438	0	$268
Frank E. Dennis	3239 Copperfield St.	Jackson	MS	39209	0 Youngs Alley	86-40	1,480	0	$163
Frank E. Dennis	3239 Copperfield St.	Jackson	MS	39209	0 N. Farish St.	86-41	1,485	0	$163
Adam Hayes & Daniel Dillon	504 Plum Grove	Brandon	MS	39047	305 N. Farish St.	86-43	9,450	4,810	$1,569
Adam Hayes & Daniel Dillon	504 Plum Grove	Brandon	MS	39047	303 N. Farish St.	86-48	4,461	1,725	$680
Adam Hayes & Daniel Dillon	504 Plum Grove	Brandon	MS	39047	0 N. Farish St.	86-48-1	2,730	0	$300
Farish Street Properties LLC	100 Amite Street	Jackson	MS	39201	100 W. Amite St.	86-56	9,952	4,000	$1,535

Albert M. Spann, Jr.	P.O. Box 621	Jackson	MS	39205	118 N. Mill St.	86-64	6 565	630	$791
Major Mortgage & Inv.	207 W. Amite St. #10	Jackson	MS	39201	0 N. Mill St.	86-65	8,834	0	$972
Major Mortgage & Inv.	207 W. Amite St. #10	Jackson	MS	39201	0 N. Mill St	86-66	7,272	0	$800
Thomas Faulkner	346 Frazier Avenue	Chattanooga	TN	37405	0 N. Mill Street	86-66-1	2,178	0	$240
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	236 W. Capitol St.	86-67	2 400	4,800	$792
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	232 W. Capitol St.	86-68	2 400	4,800	$792
Capitol Hotel LLC	346 Frazier Ave.	Chattanooga	TN	37045	226 W. Capitol St.	86-69	6 260	9,056	$1 685
Major Mortage& Inv.	207 W. Amite St. #10	Jackson	MS	39201	0 W. Capitol St.	86-69-1	2,526	0	$278
Emmanuel Okolo	1716 Richmond Avenue	Houston	TX	77098	224 W. Capitol St.	86-70	3,844	3,200	$775
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	222 W. Capitol St.	86-71	2,370	4,744	$783
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	218 W. Capitol St.	86-72	10,880	2,710	$1,495
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	220 W. Capitol St.	86-72-1	3,163	3,000	$678
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	214 E. Capitol St.(16)	86-73	6 464	8,325	$1.627
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	0 W. Capitol St.	86-74	7,383	0	$812
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	210 W. Capitol St.(12)	86-74-1	2,056	4,000	$666
Albert M. Spann, Jr.	P.O. Box 621	Jackson	MS	39205	208 W. Capitol St.	86-75	8,284	3,600	$1,307
Stanley Orkin c/o Ted Orkin	P.O. Box 14001	Jackson	MS	39236	206 W. Capitol St.	86-76	7,100	2,100	$1,012
Seshadri Raju	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	0 W. Capitol St.	86-76-1	6 008	0	$661
Crossroads Enterprises Inc.	207 W. Amite St. #10	Jackson	MS	39201	207 W. Amite St.	86-76-2	12 049	41,000	$5,835
Seshadri Raju	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	200 W. Capitol St.(2)	86-77	12,198	0	$1,342
Seshadri Raju	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	0 N. Roach St.	86-77-1	9,302	0	$1 023
Seshadri Raju	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	0 W. Amite St.	86-77-2	1,850	0	$204
TOTAL							3.258,324	6,584,831	$1.082,747

President Lindsay moved adoption; **Council Member Foote** seconded.

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

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

ORDER ESTABLISHING THE ASSESSMENT FOR THE FONDREN BUSINESS IMPROVEMENT DISTRICT.

WHEREAS, an election was held on January 17, 2017, allowing district property owners to reauthorize the district boundaries, the district plan and the district management agency for a period of 10 years; and

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

WHEREAS, pursuant to §21-43-123 of the Mississippi Code Annotated, as amended, the City is authorized to levy an assessment and distribute funds to the Management Agency now established as Downtown Jackson Partners; and

WHEREAS, this procedure has been followed since 1996.

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OFFICE OF THE CITY ATTORNEY

ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE THE 12-MONTH RENEWAL OF THE CITYWORKS LICENSE AND MAINTENANCE AGREEMENT WITH AZTECA SYSTEMS, LLC FOR MANAGING ALL NON-EMERGENCY CONSTITUENT SERVICE REQUESTS.

WHEREAS, Constituent Services recommends that the governing authorities ratify and authorize the Mayor's to renew the City's 311 Action Line license and maintenance agreement, and approve payment to maintain this service, which allows residents to request non-emergency assistance; and

WHEREAS, Constituent Services utilizes the 311 Action Line to track and monitor constituent requests for all non-emergency service requests, including, but not limited to, pothole repair, traffic signs and signals repairs, drainage maintenance, and the like; and

WHEREAS, Azteca Systems, LLC offers to the City of Jackson a one-year license and maintenance agreement, beginning September 8, 2026 through September 7, 2027, for an amount of $65,156.59.00 for the following products:

Product Name	Quantity	Net Unit Price
AMS ELA Custom	1.00	USD 65,156.59
Storeroom	1.00	USD 0.00
Equipment Checkout	1.00	USD 0.00
Cityworks Analytics - AMS	1.00	USD 0.00
CCTV Interface for PACP	1.00	USD 0.00
Pavement Management	1.00	USD 0.00
Service Request API	1.00	USD 0.00

WHEREAS, Constituent Services represents that this non-emergency request line is imperative to ensure the timely and consistent recording, monitoring, and managing of constituents' service requests; and

WHEREAS, on or about September 23, 2020, the City of Jackson executed an agreement with Azteca Systems, LCC, located at 11075 S. State Street, Suite 24, Sandy, Utah 84070, for the maintenance and technical support of the Cityworks software; and

WHEREAS, Section 5.1 of the 2020 Agreement provides that the License Agreement and its maintenance provisions may then be renewed annually by payment of the then-current maintenance fees for the next annual maintenance period; and

WHEREAS, the City of Jackson has renewed agreements annually, with the most recent term from September 8, 2025, to September 7, 2026; and

Agenda Item No. 13
October 6, 2026
(Lott, Horhn)

WHEREAS, the essential renewal terms, all attached and incorporated into the minutes, include the full provisions of the 2020 Agreement. Additionally, the terms and conditions of the executed Cityworks Software License Agreement (2020) apply to the quote unless explicitly stated otherwise; and

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 and its property and finances, and the governing authorities of municipalities shall have the power to adopt any orders, resolutions, or ordinances with respect to such municipal affairs, property and finances which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, Azteca Systems, LLC (now a Trimble company) is generally the sole owner, licensor, and authorized seller of the Cityworks software itself. Numerous governmental sole-source procurement records state that Cityworks is designed, created, and owned exclusively by Azteca Systems and that software licenses, maintenance, and support must be purchased directly from Azteca/Azteca-Trimble; and

WHEREAS, a copy of the sole source letter is attached and made a part of the minutes. Under Miss. Code Ann. § 31-7-13(m)(viii), a municipality may purchase a "single source item" without competitive bidding if the item is a noncompetitive item available from one (1) source only.

IT IS, THEREFORE, ORDERED AND HEREBY RATIFIED that the governing authorities ratify and authorize the Mayor to execute the 12-month lease renewal quote with Azteca Systems, LLC, to support the 311 Action Line to track and monitor constituent requests for all non-emergency service requests from September 8, 2026, through September 7, 2027.

IT IS FURTHER ORDERED that the Mayor's office is authorized to make payment in an amount not to exceed $65,156.59 as set forth in this Order.

IT IS FURTHER ORDERED that the governing authorities reject any terms requiring payment within 30 days. The City will comply with Mississippi Code Ann. Section 31-7-305(2), which permits up to 45 days to make payment after receiving an invoice.

Agenda Item: _____
Date:
By: Lott, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

09-17-2026
DATE

	POINTS	COMMENTS
1.	**Brief Description**	EXECUTE AGREEMENT WITH AZTECA SYSTEMS, LLC-CITYWORKS, FOR SOFTWARE SYSTEM SUPPORT RENEWAL MAINTENANCE AGREEMENT OF CITYWORKS (311) SOFTWARE SYSTEM
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 Quality of Life Changes in City Government Neighborhood Enhancement
3.	**Who will be affected**	All Departments
4.	**Benefits**	The Cityworks (311) database serves to track and monitor constituent concerns related to City of Jackson programs and services.
5.	**Schedule (beginning date)**	ASAP
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Department** ▪ **Consultant**	City Department
8.	**COST**	$65,156.59 - Renewal Maintenance Support Cost (Azteca)
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ▪ **Bond** ▪ **Other**	Account # 001-493.00-6419
10.	**EBO participation**	ABE ____% WAIVER yes ___ no ___ N/A __X__ AABE ____% WAIVER yes ___ no ___ N/A __X__ WBE ____% WAIVER yes ___ no ___ N/A __X__ HBE ____% WAIVER yes ___ no ___ N/A __X__ NABE ____% WAIVER yes ___ no ___ N/A __X__

Office of the City Attorney

401 East Capitol Street, Suite 300
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE THE 12-MONTH CITYWORKS LICENSE AND MAINTENANCE AGREEMENT WITH AZTECA SYSTEMS, LLC FOR MANAGING ALL NON-EMERGENCY CONSTITUENT SERVICE REQUESTS** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure 9/28/20

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

Cityworks
A TRIMBLE COMPANY

Azteca Systems, LLC - Cityworks
3475 Kettering Road
Dayton, OH 45424

Quote Number Q-44788-1
Created Date 6/5/2026

Contact Information

Contact Name:	Andrew Boone	Prepared By Name:	Kristi Ross
Customer:	Jackson (MS), City of	Prepared By Phone:	(916) 294-2234
Contact Address:	200 S. President St., Rm 405 Jackson, MS 39201	Prepared By Email:	kristi_ross@trimble.com

Quote Lines

Product Name	Quantity	Net Unit Price
AMS ELA Custom	1.00	USD 65,156.59
Storeroom	1.00	USD 0.00
Equipment Checkout	1.00	USD 0.00
Cityworks Analytics - AMS	1.00	USD 0.00
CCTV Interface for PACP	1.00	USD 0.00
Pavement Management	1.00	USD 0.00
Service Request API	1.00	USD 0.00
	TOTAL:	USD 65,156.59

Notes

Year 1 Dollar Value	USD 65,156.59	Year 1 Date Range	9/8/2026 - 9/7/2027

Maintenance Start Date: 9/8/2026 **Maintenance End Date:** 9/7/2027

Quote Notes:

Price has increased to reflect adjustment from the previous year. This change will take effect on your next annual renewal.

DISCLAIMER. PLEASE BE ADVISED THAT THE PRODUCTS ASSOCIATED WITH THIS QUOTE MAY NO LONGER BE SUBJECT TO ENHANCEMENTS OR MAINTENANCE. WE URGE YOU TO CONSULT THE COMMUNICATION SENT OUT CONCERNING UPDATES TO CITYWORKS SOFTWARE SUPPORT & YOUR PATH FORWARD AND SUNSETTING. THE PRICE INDICATED HEREIN SHALL CONSTITUTE THE RENEWAL RATE OFFERED UNDER YOUR CURRENT AGREEMENT AS AMENDED BY THIS COMMUNICATION. A COPY OF THE COMMUNICATION CAN BE PROVIDED TO YOU UPON REQUEST. YOU ARE URGED TO REVIEW THIS QUOTE THOROUGHLY AND ASSESS ANY NECESSARY ADJUSTMENTS TO YOUR SUBSCRIPTION. SHOULD THERE BE ANY INQUIRIES OR A NEED FOR FURTHER ASSISTANCE, PLEASE CONTACT US PROMPTLY. WE APPRECIATE YOUR UNDERSTANDING AND CONTINUED PARTNERSHIP.

Terms and Conditions

Payment Terms
Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For "on-prem" installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure
(hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing
All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes
Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers
These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

_____
Accepted by:

Title

_____/_____/_____

Date

Trimble
10368 Westmoor Drive
Westminster, CO 80027

November 10, 2023

ATTN: City of Jackson, MS

Re: Sole Source Letter

To Whom It May Concern,

Thank you for your interest in Cityworks (the "Offering").

This letter confirms that the Offering is a product, designed, created, and owned exclusively by Azteca Systems, LLC, a Trimble Company ("Trimble"). Within the United States of America, Trimble is the sole source provider of the Offering and related maintenance and support services.

Please feel free to contact the undersigned at George_Mastakas@trimble.com if you have any questions.

Sincerely,

DocuSigned by:
George Mastakas
5DA74A419CA046C...

George Mastakas
Vice President
Azteca Systems, LLC, a Trimble company

14

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT LICENSE AGREEMENT WITH THE JACKSON CONVENTION COMPLEX FOR THE STATE OF THE CITY ADDRESS ON OCTOBER 13, 2026, AT NO COST TO THE CITY

WHEREAS, the City of Jackson will host the Mayor's State of the City Address on Tuesday, October 13, 2026, at 4:00 p.m., at the Jackson Convention Complex, at which time the Mayor will present an overview of the state of the City and share his vision for continued growth, development, and progress; and

WHEREAS, the State of the City Address will provide an opportunity for citizens, community leaders, students, and other stakeholders to hear directly from the Mayor regarding the City's accomplishments, priorities, and vision for the future; and

WHEREAS, the City of Jackson desires to enter into an Event License Agreement with the Jackson Convention Complex to use the facility to host the State of the City Address at no rental charge, which is attached hereto and incorporated by reference.

IT IS, THEREFORE, ORDERED that the Mayor of the City of Jackson is hereby authorized to execute an Event License Agreement with the Jackson Convention Complex to use the facility to host the Mayor's State of the City Address on Tuesday, October 13, 2026, at 4:00 p.m.

IT IS FURTHER ORDERED that the Mayor, or his designee, is authorized to execute any documents necessary to effectuate the purposes of this Order.

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

ITEM # 14

AGENDA DATE: 10/06/2026

LOTT, HORHN

Office of the City Attorney

401 East Capitol Street, Suite 300
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 EVENT LICENSE AGREEMENT WITH THE JACKSON CONVENTION COMPLEX FOR THE STATE OF THE CITY ADDRESS ON OCTOBER 13, 2026, AT NO COST TO THE CITY** is legally sufficient for placement in NOVUS Agenda.

Sondra E. Moncure 9/30/26

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

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET_ 10/6/2026

POINTS		COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT LICENSE AGREEMENT WITH THE JACKSON CONVENTION COMPLEX FOR THE STATE OF THE CITY ADDRESS ON OCTOBER 13, 2026**
2.	**Purpose**	Community Engagement & Education
3.	**Who will be affected**	Residents, Students, Elected Officials, Community Leaders, and other Stakeholders in the City of Jackson
4.	**Benefits**	The State of the City Address will provide an opportunity for citizens, community leaders, students, and other stakeholders to hear directly from the Mayor regarding the City's accomplishments, priorities, and vision for the future
5.	**Schedule (beginning date)**	October 13, 2026
6.	**Location:**	Jackson Convention Center Complex
7.	**Action implemented by:** **City Department**	Department Communications
8.	**COST**	
9.	**Source of Funding** **General Fund - X** **Grant** **Bond** **Other**	
10.	**EBO participation**	ABE % WAIVER yes no *NIAX* AABE % WAIVER yes no *NIA.X* WBE % WAIVER yes no *NIA_x* _HBE % WAIVER yes no *NIA* X NABE % WAIVER yes no *NIA* _.x

MEMORANDUM

To: John Horhn, Mayor

From: Nic Lott, Communications Director

Date: September 24, 2026

Subject: **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT LICENSE AGREEMENT WITH THE JACKSON CONVENTION COMPLEX FOR THE STATE OF THE CITY ADDRESS ON OCTOBER 13, 2026,**

The City of Jackson would like to execute an Event License Agreement with the Jackson Convention Center Complex for use of the facility to host the Mayor's State of the City Address, scheduled for Tuesday, October 13, 2026, at 4:00 p.m.

Under the terms of the agreement, the facility will be provided to the City at no rental charge.

This agreement will provide the facility necessary to host the State of the City Address and support the City's efforts to present the Mayor's message regarding the accomplishments, priorities, and continued growth and development of the City of Jackson.

JACKSON CONVENTION COMPLEX WHERE MISSISSIPPI MEETS THE WORLD

JACKSON CONVENTION COMPLEX
LICENSE AGREEMENT

This agreement is made and entered into on **September 22, 2026** between the Jackson Convention Complex ("Licensor") and **City of Jackson** ("Licensee") for Licensee's use of the Jackson Convention Complex located at 105 E. Pascagoula St. Jackson, MS 39201 ("Center").

WHEREAS, Licensor has entered into an agreement ("Management Agreement") with the Capital City Convention Center Commission ("Commission") to manage and operate the Center, including the authority to book events.

NOW, THEREFORE, based upon the terms, conditions, covenants and considerations hereinafter set forth, Licensor and Licensee, intending to be legally bound, hereby agree as follows:

1. **Purpose:** Licensor, subject to the terms and conditions contained herein and, on the reverse, hereof, grants to Licensee the non-assignable right to use and occupy the portions of the Center ("Premises"), for the Dates set forth solely for the purpose of **Mayor's State of Address** "Event"):
2. **Premises:** It is expressly understood that the Licensee shall have the right of ingress and egress through the halls and corridors of the Center as provided herein but acquires hereby no other right in any other part of the Center than the part specified in the Fee Schedule in Paragraph 4.
3. **Licensed Term:** The term of this License Agreement shall be from **October 13, 2026** ("Licensed Term") which includes move-in and move-out, as further detailed in the Fee Schedule in Paragraph 4.
4. **Licensed Fee:** In exchange for use of the Premises, Licensee agrees to pay Licensor a License Fee of **$0.00** based on the following schedule below:

   Specific Terms of License. A. DESCRIPTION OF LICENSED SPACE AND PERIOD OF USE:

Function	Space/Room	Attendance	Time Reserved	Dates	Rental Rate	F&B Minimum
Load In	Theater	Flow	1:00pm – 4:00pm	October 13, 2026	$1,500.00	
Event Day	Theater	200	4:00pm – 6:00pm	October 13, 2026	$0.00	
				City of Jackson Usage:	**-$1,500.00**	
				Total Rental and Food and Beverage including 20% administrative fee:	**$0.00**	

   The License Fee of **$0.00** is based on a total Rental amount of **$0.00** (excluding tax) and a total food and beverage purchase of no less than **$0.00**, including 20% administrative fee and ~~11% taxes~~ ("F&B Minimum"). Should Licensee not meet the F&B Minimum, the balance shall be assessed as additional Rental. Facility rental will be subject to an ~~11% tax rate~~ for events that include catering services.

5. **Additional Services and Fees:** In addition to the License Fee, Licensee agrees to pay Licensor for goods and services (collectively, "Services") provided to Licensee for the Event including, but not limited to food and beverage services in excess of the F&B Minimum, security, ticket takers, ushers, Emergency Medical Technicians, audio-visual services, equipment rental, utility connections, waste removal, or any other extra services furnished by Licensor. Licensor shall determine the level of staffing and Services for each Event. Licensee acknowledges and understands that many of the Services are contracted services, the cost of which is subject to change and may be subject to sales tax. Payment for Services shall be payable as follows.
   A. A 100% deposit of estimated **food and beverage** charges more than the F&B Minimum is due no later than five (5) business days prior to the Licensed Term.
   B. A 100% deposit of estimated **ancillary charges** (i.e., security, audio-visual services, electrical, equipment rental, labor, etc.) is due no later than five (5) business days prior to the License Term.

TOTAL ESTIMATED EXPENDITURES: $0.00

   C. All payments shall be made payable to the **"Jackson Convention Complex"** in the form of a company check, cashier's check, American Express, Visa, MasterCard, or cash.

6. **Additional Terms and Conditions:** The attached pages contain Additional Terms and Conditions, which are a part of this license agreement. By signing this license agreement, Licensee agrees to the Additional Terms and Conditions and attachments set for herein.
7. **Authorized Representative(s):** Licensee certifies that **Mayor John Horhn** is, and shall be, for the purposes specified in this License Agreement, the "Authorized Representative" of Licensee, and shall have full authority to bind Licensee, with respect to any written or verbal order for goods and services to be provided by Licensor.
8. **Insurance:** The City of Jackson is self-insured and will provide a copy of proof of coverage upon Licensure's request.
9. **Indemnification:** Licensee shall indemnify, hold harmless and defend Licensor and Commission for and from any and all losses, claims, liability, damage, action, judgment recovered from or asserted against them or other expense (including, without limitation, attorney's fees and expense) arising out of or relating to the Licensee's use of the Center or from the conduct of Licensee's business or from any activity, work or things which may be permitted or suffered by Licensee in or about the Center or from any breach or default in the performance of any obligation on Licensee's part to be performed under any provision of this License Agreement or arising from any negligence of Licensee or any of its agents, contractors, employees or invitees, including but not limited to the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished to or used by Licensee, its exhibitors or other persons in connection with Licensee's use of the Center. Such indemnification shall not be effective to the extent that the damage or injury results from negligence of the Licensor. Only to the extent it is permitted by the laws of the State of Mississippi. Licensee hereby assumes all risk of damage to its property placed in the Center or injury to its officers, directors, employees, agents, contractors, invitees or any attendees at the Event or in or about the Center from any cause, and hereby waives all claims in respect thereof against Licensor and Commission, except to the extent such damage results directly from the negligence of Licensor, its directors, officers, agents and employees.
10. **Event Planning Guide:** The Center's Event Planning Guide is hereby incorporated in this License Agreement by reference, and Licensee shall comply fully with all policies, rules and regulations contained therein. Licensor reserves the right to modify the Center's Event Planning Guide, in writing from time to time. The licensor retains the right to issue and enforce such rules, regulations, and directives as it may deem necessary for the safe, orderly and commercially sound operation of the facility.

    A. Exclusive Services: Licensor, directly or through its agents, is the exclusive provider of specific services at the Center to include food and beverage, event staffing, security, utilities, telecommunications, internet, and rigging. No other entities shall be permitted to provide these services without the prior expressed written consent of the Center's general manager.

11. **Food and Beverage Services:** Licensor provides exclusive catering and other food and beverage services on behalf of the Center, as principal. Licensor reserves for itself or its agents, contractors, or concessionaires the sole right to the following services: (A) Sales and serving of all on-site consumable foods, confections and beverages (alcoholic and non-alcoholic) and tobacco products.

    The licensee shall not give away or sell items under the terms of this License Agreement without the written permission of the Licensor. The Center's Food and Beverage Guidelines are hereby incorporated into this Agreement. Licensor reserves the right to change such Food and Beverage guidelines, in writing from time to time.

12. **Exhibition Floor Plan & Set-Up Information:** Licensee shall provide Licensor with a floor plan no later than one hundred twenty (120) days before the event and at least thirty (30) days before the Licensee publishes or distributes any material containing such information for and tradeshow exhibitions. Such floor plans shall indicate all spaces to be used for exhibits and are subject to prior approval by Licensor and the Fire Marshal. The floor plan shall set forth all information pertinent to the safe operation of the exhibition. The Licensor hereby reserves the right, by written notice to the Licensee within ten (10) days of receipt of the floor plan, to require Licensee to make such changes, deletions and additions in the floor plan and operation policies described therein as the Licensor and Fire Marshal may deem reasonably necessary or desirable to the safe and efficient operation of the Center.

    At least thirty (30) days prior to the Event (or such shorter period agreed to by Licensor), Licensee shall give Licensor written notice of all other room or hall set-up(s), staging, and Event personnel requirements.

13. **Television and Broadcasting Rights:** Licensor reserves all cable, radio, and television broadcast rights with no exception unless specified in writing. Licensee shall not televise or broadcast any Event scheduled to be presented in the Premises under the terms of this License Agreement without prior written approval of the Licensor.

Initials _____ / _____

14. **Utilities:**

    A. Show Level HVAC & Lighting: Licensor will supply adequate levels of HVAC (heating, ventilation, air conditioning) and overhead lighting necessary for set up and tear down. Full event level lighting and HVAC on event days will begin approximately one hour prior to the scheduled start time of the Licensee's event, depending on the size of the event space, and will remain on until the conclusion of the event. Full event level lighting and/or HVAC is available during move-in and move-out at an additional hourly charge. Non-Show hours (first hour) $75.00; non-show Hours (each additional hour) $50.00.

    B. Specialty & Exhibitor Utilities: Licensor will provide customary lighting, HVAC, electricity, and water at no additional costs to Licensee. The Licensee or its exhibitors, sub-contractors or performers shall pay the additional cost of special lighting, electricity, gas, water, telephone, or other utilities required for exhibits, equipment or performances depending on which party orders the services. It is specifically understood that in the event the Licensor is unable to furnish any of the foregoing services resulting from circumstances beyond the control of the Licensor, then such failure shall not be considered a breach of this License Agreement.

15. **Defacement of Property:** Licensee shall not do, or permit to be done, upon the Premises anything that will tend to injure, mar or in any manner deface the Premises and will not drive or install or permit to be driven or installed any nails, hooks, tacks, or screws into any part of the Center, and will not make or allow to be made any alterations of any kind to the buildings or equipment of the Center. Licensee shall not post or exhibit or allow to be posted or exhibited any signs, advertisements, show bills, lithographs, posters or cards of any description on any part of the Center unless relating to the event or exhibition to be given on the Premises and which meet with the approval of the Licensor.

16. **Default by Licensee:** Licensee shall be in default of this License Agreement; (A) if it fails to pay any amount due under this License Agreement; (B) if it breaches any provisions of this License Agreement or any rules and regulations promulgated by Licensor; (C) if it violates any applicable laws or ordinances during its use of the Premises; or, (D) if it should dissolve or cease doing business as a going concern or become insolvent or bankrupt. For any other breach Licensor may pursue any other remedies available to it either by procedure, policy, or at law or equity, including but not limited to, cancellation of Licensee's License to use the Center. All sums due and owing to the Licensor under this License Agreement, or any addendum thereto shall bear interest at a rate that is permitted under the laws of the State of Mississippi. The rights and remedies hereto given to Licensor shall be deemed cumulative and no single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy. The licensor shall be under no obligation to re-license the Premises.

17. **Cancellation by Licensee:** Cancellation of this License Agreement by Licensee must be made in writing to Licensor. Should Licensee notify Licensor of cancellation of this License Agreement one calendar year or further in advance of the License Term, the parties agree that any License Fee deposits paid or due, as set forth in Paragraph 4, as of the date of notification shall be retained by the Licensor, but no further fees shall be due to Licensor by Licensee.

    However, should Licensee notify Licensor of cancellation of this License Agreement within one calendar year prior to the License Term, the parties agree that damages to Licensor would be difficult to ascertain and that amounts payable for the License Fee set forth in the Fee Schedule in Paragraph 4 is a reasonable measure of such damages. Therefore, at the time of notification of cancellation, any portions of the License Fee that have not previously been paid must be paid by Licensee.

    Should Licensee notify Licensor of cancellation of this License Agreement within 7 calendar days of the Licensed Term, Licensee shall pay to Licensor any additional estimated charges outlined in Paragraph 5, in addition to the License Fee set forth in the Fee Schedule in Paragraph 4.

    In the event Licensee holds over beyond the end of the Licensed Term, the parties agree that damages would be difficult to ascertain, and that Licensor shall be entitled to an amount as liquidated damages for each day held over equal to the amount of the Total Rental.

18. **Vacation of Premises:** In the event that the Premises or any portion thereof is not vacated by Licensee at the end of the periods set forth herein, then Licensor shall be and is hereby authorized to move from the Premises, at the expense of the Licensee, any and all goods, wares, merchandise and property, of any and all kinds of description, which may be then occupying the Premises, or portion thereof which is not timely vacated; and Licensor shall not be liable for any damages or loss to said goods, wares, merchandise or other property which may be sustained, either by reason of such removal, or the place to which it may be removed, and the Licensor is hereby expressly released from any and all claims for damages. For such additional period beyond the Licensed Term set forth herein, if any effects of Licensee remain in or on the Premises, Licensor shall be entitled to charge the sum per day as damages, as provided in paragraph 17, "Cancellation by Licensee".

Initials _____ / _____

19. **Force Majeure:** If the Premises or any part of the Center is destroyed or damaged from any cause whatsoever or if any other casualty or unforeseeable occurrence beyond the control of Licensor, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, failure of public utilities, or unusually severe weather, renders the Center unsafe or impracticable to use, the this License Agreement shall be terminated and the Licensee shall be entitled to reimbursement of the unearned portion of fees, and charges for support personnel and services, provided, however, if any act or omission of Licensee, its agents, employees, members, or invitees has rendered the Center unsafe or impracticable to use, then Licensee shall be liable for all fees charged hereunder as well as any and all accrued charges in addition to such other damages as may result from such acts or omissions. Licensee hereby waives any claims for damages or compensation from Licensor on account of such termination.

20. **Limitation on Licensor Obligations:** Because the Center is publicly owned, the Commission retains the right, under the laws of the City of Jackson, to decline to provide funding for the operation of the Center in the sole discretion of the Commission. If such non-funding renders performance of this License Agreement difficult, impractical, or impossible, then it shall not be considered a default under or breach of the terms of this License Agreement and Licensor and Commission will not be liable for such failure to perform, except there shall be an equitable reduction in the consideration which would otherwise be payable or due under this License Agreement.

21. **Guarantee of Space:** Licensor reserves the right but shall not be obligated to relocate Licensee's Event to a more appropriate Space/Room within the Center should the original estimated attendance differ from final estimated attendance. Licensor shall notify Licensee in advance in such cases.

22. **Laws and Regulations:** Licensee will comply with all laws of the United States and the State of Mississippi; all municipal ordinances; and all lawful orders of policy and fire departments or any other municipal authority; and will obtain, and pay for, all necessary permits, taxes and licenses; and will not do nor suffer to be done anything on said Premises during the Licensed Term of this License Agreement in violation of any laws, ordinances, rules or orders.

23. **Non-Exclusive Right:** Licensor retains the right to use and/or license use of such portions of the Center as are not licensed by this License Agreement. Licensor warrants however, that it will not authorize or permit any other licensee to engage in operations or activities that would interfere with Licensee's enjoyment of the rights granted under this License.

24. **Nondiscrimination:** With respect to its activities conducted in the Center during the Licensed Term, Licensee agrees to comply with all federal, state, and local laws prohibiting discrimination by reason of race, color, age sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin or the presence of any sensory, mental or physical handicap or the use of a trained by guide dog by a blind, deaf or physically disabled person.

25. **Advertising:** Licensee agrees not to allow any advertising media, in advertising the Event for which Licensee is granted this License, to imply that the Licensor is sponsoring such Event or is in fact co-sponsored by the Licensor unless agreed to in writing by the Licensor. Licensee agrees that all advertising of the Event will be honest and true and will include accurate information. For ticketed or public events, Licensee shall not advertise nor cause to be advertised, the Event until the License Agreement has been fully executed by Licensor and Licensee.

26. **Tax Information:** For information about the tax requirements in the State of Mississippi, please contact The Mississippi Department of Revenue at 601-923-7800. Exhibitors who sell merchandise from the show floor must have the appropriate seller's permit and licenses. While it is the individual exhibitor's responsibility to obtain the permit, it is Licensee's responsibility to notify exhibitors of this requirement and to identify those exhibitors to whom the permit and license requirement applies. Some merchandise offered for sale by exhibitors may be subject to Mississippi sales and general excise tax. Exhibitors may apply for a General Excise Tax License at the Department of Taxation by contacting the number above.

27. **Interruption or Termination of the Event:** Licensor retains the right to cause the interruption of the Event in the interests of public order or safety; and to likewise cause the termination of the Event when, in the sole judgment of Licensor, such act is necessary in the interest of public order or safety. Only to the extent that is permitted by the laws of the State of Mississippi. Licensee hereby waives any claim for damages or compensation should this Licensee Agreement be terminated.

28. **Assignment or Transfer:** Licensee shall not assign, transfer or encumber this License Agreement, nor the License given hereby, nor shall Licensee permit any other person to occupy the Premises, other than Licensee's officers, employees, and invitees, without the express written permission of Licensor.

29. **Costs and Attorney's Fees:** If, by reason of any default or breach on either party on the performance of any of the provisions of this License Agreement, legal action is instituted, the prevailing party shall be entitled to reasonable attorney's fees and costs in connection therewith if awarded by a court competent jurisdiction. It is agreed that the exclusive venue of any legal action brought under the terms of this License Agreement shall be in Hinds County,

Initials _____ / _____

Mississippi, and that the laws of the State of Mississippi shall govern the rights and obligations of the parties under this License Agreement.

30. **Notice:** For noticing or demanding, the respective parties shall be served by certified or registered mail, return receipt requested, at the addresses next to their signatures on the signature page.

31. **Entire License Agreement:** This License Agreement contains and embodies the entire agreement of the parties hereto. Representations, inducement or agreements, oral or otherwise, between the parties not contained and embodied herein shall not be of any force and effect. This License Agreement may only be altered, changed or amended by an instrument in writing signed by both parties hereto.

32. **Severability:** If any section, subsection, clause or provision of this License Agreement is held invalid, the remainder shall not be affected by such invalidity.

33. **Patent:** Licensee assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes or dramatic rights used or incorporated in the conduct of any event covered under a permit; and the Licensee agrees to indemnify and hold harmless the Licensor from all damages, costs and expenses in law and equity for or on account of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by the Licensee, or its performers or exhibitors in connection with the License Agreement and will defend the Licensor from any such suit or action, whether it be groundless or fraudulent.

IN WITNESS WHEREOF, we the parties hereto have executed this License Agreement the day and year written below.

City of Jackson – Mayor's State of Address 401 E, Capitol Street Suite 300 Jackson, MS 39201 And 219 S. President Street Jackson, MS 39201 Authorized Signature:	**JACKSON CONVENTION COMPLEX** 105 E. Pascagoula St., Jackson, MS 39201 (601) 960-2321 Authorized Signature:
BY:	BY: Cherre Miller
TITLE:	TITLE: General Manager
DATE:	DATE:

Initials _____ / _____

15

ORDER AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, AND THE BUREAU OF JUSTICE ASSISTANCE FOR THE FY 2026 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT REQUESTING AN AWARD OF $215,111.00

WHEREAS, the City of Jackson, on behalf of the Jackson Police Department (JPD), recommends the governing authority approve the JPD to apply to the U.S. Department of Justice, Office of Justice Programs, and the Bureau of Justice Assistance (BJA) FY 2026 *Edward Byrne Memorial Justice Assistance Grant (JAG) Program* for a requested award of **$215,111.00**; and,

WHEREAS, the JAG Program recognizes that many state and local justice systems currently face challenging fiscal environments and an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local law enforcement; and,

WHEREAS, the JPD is taking a multidisciplinary approach to crime and proposes to use these funds to provide critical equipment and patrol vehicles that cannot be purchased due to budget constraints; and,

WHEREAS, the City of Jackson proposes Hinds County as a subrecipient and intends to appropriate $14,874.00 of the awarded funds to Hinds County; and,

WHEREAS, JPD will enter into an Interlocal Cooperation Agreement with Hinds County, Mississippi to ensure the efficient and effective utilization of the subaward and separately will bring that proposed Agreement before Council for approval; and,

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

WHEREAS, the JPD is requesting a grant amount of **$215,111.00** to be used beginning in accordance with the grant award documents, with a duration period of thirty-six (36) months; and,

WHEREAS, 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. In the event the grant is awarded, the Department shall return to the City Council for approval of the 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, 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 BJA FY 2026 *Edward Byrne Memorial Justice Assistance Grant (JAG) Program*;, and,

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

IT IS HEREBY ORDERED that the governing authorities authorize and approve the City

Agenda Item No. 15
October 6, 2026
(Brackney, Horhn)

of Jackson Police Department's submission of the grant application to the U.S. Department of Justice, Office of Justice Programs, and the Bureau of Justice Assistance (BJA) FY 2026 *Edward Byrne Memorial Justice Assistance Grant (JAG) Program* for a requested award of **$215,111.00**.

IT IS FURTHER ORDERED that, if awarded, the JPD will present its Interlocal Agreement with Hinds County separately for the Mayor's approval to enter into the Agreement and will separately present for the governing authority's approval the Department's proposed allocations and purchases in accordance with the grant agreement's period of performance.

APPROVED FOR AGENDA:_____
DATE:_____
By: BRACKNEY, HORHN

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

Date: April 20, 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, AND THE BUREAU OF JUSTICE ASSISTANCE FOR THE FY 2026 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT REQUESTING AN AWARD OF $215,111.00
2.	**Public Policy Initiative** 1. **Youth & Education** 2. **Crime Prevention** 3. **Changes in City Government** 4. **Neighborhood Enhancement** 5. **Economic Development** 6. **Infrastructure and Transportation** 7. **Quality of Life**	Crime Prevention
3.	**Who will be affected?**	City of Jackson
4.	**Benefits**	To improve the safety and well-being of the citizens of Jackson.
5.	**Schedule (beginning date)**	As per grant guidelines
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ ▪ **Project limits if applicable**	ALL WARDS CITYWIDE
7.	**Action implemented by:** ▪ **City Department** ☒ ▪ **Consultant** ☐	Jackson Police Department
8.	**COST**	Grant Funds: No Matching Funds Required City of Jackson $$208,174 Hind County $15,464
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☒ ▪ **Bond** ☐ ▪ **Other** ☐ ☐	Edward Byrne Memorial Justice Assistance Grant (JAG) United States Department of Justice (DOJ)
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

401 East Capitol Street, Suite 300
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 SUBMISSION OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, AND THE BUREAU OF JUSTICE ASSISTANCE FOR THE FY 2026 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT REQUESTING AN AWARD OF $215,111.00** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure 9/25/20

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

Chelsea Chicosky, *Deputy City Attorney* Chelsea R Chicosky

JACKSON POLICE DEPARTMENT
Dr. RaShall Brackney, Chief of Police

Memorandum

To: **John Horhn, Mayor**

From: **RaShall Brackney, Chief of Police** 9.22.

Date: **Tuesday, September 22, 2026**

Subject: **FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) and Interlocal Cooperative Agreement between the City of Jackson and Hinds County**

The City of Jackson Police Department is applying to receive $215,111 from the FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) program to assist the Jackson Police Department in purchasing essential equipment for operations. This grant will also, assist Hinds County with $14,874 to purchase essential equipment to assist with their operations. As a part of the requirements, the City of Jackson and Hinds County must have an Interlocal Cooperative Agreement between the two agencies. The Jackson Police Department is requesting that the Mayor be authorized to enter into an agreement with Hinds County for FY 2026 Edward Byrne Memorial JAG.

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

Signature

Immediate Supervisor / Date Comments:

Approval to Apply for Grant Form

Request by: _Mary Manogin
Department/Program: _JPD
Date of Request: 09.21.26

Grant Inforation

Grantor/Funding Agency:	DOJ BJA
Grant Title/Opportunity:	FY 2026 JAG PROGRAM LOCAL FORMUA
Application Due Date:	10.16.2026
Maximum Award Amount:	$215,111.00
Match Requirement (if any):	$ N/A or %

Project Information

Project Title:	CITY OF JACKSON (MS) POLICE DEPARTMENT FY26 JAG PROGRAM
Brief Project Description (2–3 sentences):	JPD IS PROPOSING TO SUPPORT THE DEPARTMENT THROUGH THE PURCHASING OF EQUIPMENT, SUPPLIES, TRAINING, CRIMINAL JUSTICE INFORMATION SYSTEMS, UNMMANNED AIRCRAFT SYSTEMS AND OTHER ELIGIBLE EXPENSES.
Total Project Cost:	$ 215,111.00
	$

Organizational Impact

Fits within strategic priorities/mission	YES
Staffing capacity available to manage project & reporting	YES
Current budget has approproated (match, indirect, ongoing costs)	100% GRANT FUNDED
Requires new hires or significant resource commitments	NO

Approvals

Prepared by (Grant Writer/Applicant):	Name: MARY MANOGIN	Signature:	Date: 9.21.26
Department/Program Director:	Name: RASHALL BRACKNEY	Signature:	Date: 9.21.26
Finance/Accounting Review:	Name: JILLIAN CALDWELL	Signature:	Date: 9.21.26
Mayor Approval (if required	Name:	Signature:	Date:
Board Approval (if required):	Name/Title:	Signature:	Date:

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

BJA FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Formula

Grants.gov Funding Opportunity Number: O-BJA-2026-172705

Application Deadlines in Eastern Time (ET):

1. Complete SF-424 and submit in Grants.gov: **October 9, 2026, by 11:59 p.m. ET**
2. Submit full application in JustGrants: **October 16, 2026, by 8:59 p.m. ET**

Bureau of Justice Assistance
U.S. Department of Justice

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1. BASIC INFORMATION

Purpose of the Funding

The Office of Justice Programs (OJP) is committed to advancing work that furthers the U.S. Department of Justice's (DOJ) mission to keep our country safe and secure and uphold the rule of law and protect the rights of American citizens. OJP provides federal leadership, funding, and other critical resources to directly support law enforcement, combat violent crime, protect American children, provide services to American crime victims, and address public safety challenges, including human trafficking and the opioid crisis.

This is a notice of funding opportunity (NOFO) for the **BJA FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Formula**. This opportunity will provide formula funding to eligible units of local government to, in general, support hiring additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.
7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.
10. Programs to purchase and operate unmanned aircraft systems (as defined in section 44801 of title 49, United States Code) to benefit public safety.
11. Programs to purchase and operate counter-UAS systems (as defined in section 44801 of title 49, United States Code) included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section.

Additionally, JAG funds awarded under this NOFO may be used for any purpose indicated here: Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants (JAG) Program May Be Used.

See the Eligible Applicants section for eligibility details.

Funding Details

Announcement Type	Initial
Assistance Listing Number	16.738
Statutory Authority	Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)
Grants.gov Opportunity Number	O-BJA-2026-172705
Expected Total Amount of Funding	Up to $96,518,469
Anticipated Number of Awards	1,190
Award Type(s)	Grants
Anticipated Award Amount	Up to $4,964,030
Expected Award Period(s)	24 months (awards less than $25,000) or 48 months (awards $25,000 or more) starting on October 1, 2025

Key Dates and Times

NOFO Release Date	August 25, 2026
SAM.gov Registration/Renewal	Begin the process by September 1, 2026, and no later than September 9, 2026
Step 1: Grants.gov Deadline	11:59 p.m. ET on October 9, 2026
Step 2: JustGrants Deadline	8:59 p.m. ET on October 16, 2026

See Questions? at the end of this NOFO for agency contact information.

2. ELIGIBILITY

Eligible Applicants

The types of entities that are eligible to apply are:

Government Entities

- County governments
- City or township governments
- Special district governments
- Native American tribal governments (federally recognized)

Other

- Other units of local government

"Other" Entities Definition:

- By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state, or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

Prior to starting an application to this NOFO, all prospective unit of local government applicants should check the JAG Allocations page and the link to their relevant state to determine if they are eligible for a direct award from BJA.

- Only one eligible unit of local government that is a member of a disparate group may apply for funding as the fiscal agent for the other members of the group.
- Applications from ineligible units of local government (*i.e.*, not listed in the allocation charts) will not be accepted for funding.

Cost Sharing (Match) Requirement: This NOFO does **not** require cost sharing (match).

3. PROGRAM DESCRIPTION

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

Agency Funding Priorities

In order to advance public safety and help meet its mission, OJP's priorities include:

a. Directly supporting law enforcement operations (including immigration law enforcement operations);
b. Combatting violent crime;
c. Supporting services to American citizens;
d. Protecting American children; and
e. Supporting American victims of trafficking and sexual assault.

Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal,

state, local, tribal, and territorial law enforcement. BJA encourages state and local recipients of FY 2026 JAG funding to join federal law enforcement agencies in addressing the following challenges.

Combating Violent Crime: JAG funds may be used to implement, enhance, or expand projects that combat violent crime. This should include directly supporting law enforcement operations.

Specific activities could include addressing human trafficking of American citizens; dismantling criminal gangs, street crews, and drug networks, including drug manufacturing, dealing, and trafficking; and cracking down on the open use of illegal drugs. State and local agencies are encouraged to coordinate with their United States Attorneys and Project Safe Neighborhoods grantees in order to leverage JAG funding for violent crime reduction projects, including the DOJ Operation Take Back America to eliminate cartels and transnational criminal organizations, and to coordinate their law enforcement activities with those of federal law enforcement agencies such as the Federal Bureau of Investigation (FBI); the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF); the Drug Enforcement Administration; the United States Marshals Service; and the Department of Homeland Security. Further, state and local agencies may use JAG funds to protect the public, critical infrastructure, mass gathering events, and public facilities from threats posed by the careless or unlawful use of unmanned aircraft systems (UAS), as well as to interrupt drug cartels' use of UAS for smuggling and surveilling law enforcement, to include purchase of UAS (see BJA's UAS page for prior approval requirements before using JAG funds for UAS or counter-UAS) or equipment or services for the detection, tracking, or identification of drones and drone signals.

Immigration Enforcement: State and local agencies may use JAG funds to partner with federal law enforcement on immigration enforcement operations (e.g., information sharing, entering into and fully participating in a 287(g) partnership and/or a Homeland Security Task Force, honoring detainers, protecting critical infrastructures, and information/intelligence problems).

Safe Communities: State and local agencies may use JAG funds to support services to American citizens and American victims of crime to create safe communities. JAG funds can be used to collaborate with federal law enforcement and task forces to address endemic vagrancy and encampments that create safe havens for drugs, crime, and human trafficking. Additionally, state and local agencies may use JAG funds to focus on improving public order and quality of life through enforcement and prosecution of nuisance abatement and blight including, among other things, petty larceny and criminal damage to property, as well as utilization of maximally flexible civil commitment, institutional treatment, and step-down treatment standards to address untreated mental health and substance use disorders. JAG funds may also be used to support American victims of trafficking and sexual assault.

Safe Houses of Worship: State and local agencies may use JAG funds to respond to and deter threats to houses of worship and other religious institutions, including religious schools. Religious institutions have recently been targeted for acts of violence and desecration. These organizations typically lack sufficient security resources to respond to heightened threats. State and local law enforcement support to houses of worship, religious schools, and other religious institutions is an effective way to combat such threats.

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

1. Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.
2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations that (1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.
3. As specified in the DOJ Grants Financial Guide, in Chapter 3.13 "Unallowable Costs" ("Legal Services for Aliens"), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply: (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

Formula Allocations

The FY 2026 Local JAG Allocations are listed on the JAG Allocations website, with separate lists for each state. According to the JAG Program statute, a "disparity" may exist between the funding eligibility of a county and its associated municipalities. See 34 U.S.C. § 10156(d)(4). **Units of local government identified as disparate must select a fiscal agent that will submit an application for the total allocation that includes all disparate jurisdictions.** See the JAG FAQs for more information on the requirements for disparate groups.

The JAG statutory formula is fully described within the JAG Technical Report.

Other JAG Statutory Requirements

Certification and Assurances: The JAG statute, at 34 U.S.C. § 10153 (A)(1-5), details requirements related to governing body review and public comment of a JAG application, prohibition on supplanting, as well as other requirements for which JAG recipients must submit to BJA certification and assurances.

Prohibited Items: The JAG statute, at 34 U.S.C. § 10152, prohibits the use of JAG funds for certain items, and it prohibits the use of JAG funds for other items unless BJA grants a waiver. The JAG Prohibited Expenditures Guidance provides lists, details, definitions, and procedures for prohibited expenditures under the BJA JAG Program.

Administrative Costs: The JAG statute, at 34 U.S.C. § 10152, requires that not more than 10 percent of a JAG grant may be used for costs incurred to administer such grant.

Trust Fund: The JAG statute, at 34 U.S.C. § 10158, requires that a state or unit of local government that elects to draw down JAG funds in advance must establish a trust fund in which to deposit amounts. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(11) apply.

Goals and Objectives of This Funding Opportunity

Goal: Improve the administration of the criminal justice system.

- **Objective 1:** Provide units of local government with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems.
- **Objective 2:** Assist units of local government with their criminal justice needs.

For a description of how awards under this NOFO will contribute to achieving these goals and objectives, see the Performance Reports section below.

Expected Outcomes

OJP expects recipients to submit deliverables and performance reports, as described below. Read the Application Resource Guide for more information. OJP will measure success by reviewing a recipient's submission of performance reports and data and the extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

Deliverables

Recipients do not need to submit any deliverables other than the standard items in the Post-Award Requirements and Administration section.

Performance Reports

OJP requires recipients to submit regular performance reports that communicate progress toward achieving Program Goals and Objectives. Read information on performance reporting.

Award recipients will receive further guidance on post award reporting requirements.

4. APPLICATION CONTENTS AND FORMAT

Application Contents List

The table below lists the contents for your application. Refer to the DOJ Grant Application Submission Checklist for application instructions.

Application Item	Submission Type
Step 1: Grants.gov	
Application for Federal Assistance: SF-424	Online Form
Step 2: JustGrants	
Standard Applicant Information	Online Form
Proposal Abstract	Text Box
Data Requested With Application • Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status) • JAG Survey	Online Form
Proposal Narrative	Attachment
Budget	Attachment
Other Budget/Financial Attachments • Indirect Cost Rate Agreement (if applicable) • Consultant Rate (if applicable)	Attachment
Additional Application Components • Certifications and Assurances by the Chief Executive of the Applicant Government • BWC Policy Certification (if applicable) • Body Armor Mandatory Wear Certification (if applicable) • Extreme Risk Protection Order (ERPO) Certification (if applicable) • Prohibited Expenditure Waiver Request (if applicable) • Unmanned Aircraft System (UAS) Certification (if applicable) • Counter-UAS Certification (if applicable)	Attachment

Standard Applicant Information

Review and edit as needed the information imported from the SF-424 submitted in Grants.gov. Add ZIP codes for areas affected by the project.

Proposal Abstract

In JustGrants, enter a proposal abstract (limited to 2,000 characters) summarizing the proposed project. As abstracts for funded projects are public, do not include any personally identifying information (e.g., staff names). Examples of brief Proposal Abstracts are included below.

JAG Abstract Examples

- The city of [insert] will use JAG funds for overtime for increased patrols to bolster the security of at-risk religious institutions, such as houses of worship and religious schools.
- The county of [insert] will use JAG funds to purchase police cruisers and officer personal protected equipment for increased law enforcement operations.

Disparate JAG Abstract Example

- The disparate jurisdictions of [insert] and [insert] will use JAG funds for technology improvements and law enforcement equipment. Specifically, the county of [insert] will use JAG funds to replace its records management system, and the city of [insert] will use JAG funds to purchase ruggedized laptops for officers.

Data Requested With Application

Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

Review information on this questionnaire.

JAG Survey

Applicants will be required to respond to JAG specific survey questions as part of the JustGrants application. Please refer to the steps below to help guide you through initiating, completing, modifying, and obtaining the status of the survey in the JustGrants system:

1. To initiate the survey, click on the survey title to open.
2. When you have completed the survey, click the "Finish" button in the lower right corner of the screen. The system will direct you to a review screen displaying your survey responses.
3. To go back to the main application screen, go to the "Actions" menu in the top right corner of the screen and select "Close" to exit the survey review screen.
4. The survey you just completed will still display an "Open" status. To confirm the completed status of your survey, go back to the "Actions" menu and select

"Refresh." The status of your completed survey will change to "Resolved—Completed."

5. To verify responses to a completed survey, click the survey title to reopen it and view your saved responses.
6. To change and/or update responses to a completed survey, click the "Reopen" option to update your saved responses.

Proposal Narrative

Format of the Proposal Narrative

Submit the narrative as an attachment in JustGrants.

Sections of the Proposal Narrative

The Proposal Narrative must include the three sections listed below.

1. Description of the Need: What critical issue or problem do you propose to address with this project? Please include:

- Identify the issues the unit(s) of local government intend(s) to address with JAG funds, to include gaps in the jurisdiction's needed resources for criminal justice purposes.

2. Project Design and Implementation: How will you implement project activities that meet the project goals and objectives? Please include the following:

- Describe how JAG funds will be coordinated with state and related justice funds.
- Provide description of the programs to be funded over the grant period, to include any subawards.

3. Capabilities and Competencies: What administrative and technical capacity and expertise do you bring to successfully complete this project? Please include:

- Describe the applicant's capacity to deliver the proposed project and meet the requirements of the award, including collecting and reporting the required performance measure data. Who will be responsible for this task, and how will the applicant collect the data? Refer to Program Description: Performance Reports for additional details on performance measures for this funding opportunity.

Project Evaluations: An applicant that proposes to use award funds to conduct project evaluations must follow the guidance on project evaluations.

Budget and Associated Documentation

Budget

Use the Budget Detail Separate Attachment (attach file in JustGrants) to submit the budget. Read information on budget preparation and JustGrants Application Submission Training.

- List each cost needed to implement the project under the appropriate cost category.

- Clearly name and describe each cost.
- Show the computation of each cost (e.g., cost per unit, number of units, and total cost).
- Enter narrative, as needed, to explain the cost calculations and connection to your project goals, objectives, and activities.
- Include only costs that are reasonable, allocable, and necessary to implement the project. They must be allowable under the funding statute and agency requirements.[1]

The following information specific to this funding opportunity will help you develop your project budget:

- In addition to the instructions above, Local JAG applicants must include in the budget worksheet the following:
- If using funds for administering the grant, provide clear designation for any cost line items that are JAG administrative costs within each budget category and project year. For example, in the line-item description or explained in the narrative section.
- For applications for disparate groups, the preference is for the applicant to include a single budget worksheet and narrative that lists each jurisdiction's proposed costs by category, labeled to distinguish the use between partner agencies. Alternatively, separate budget attachments for each partner of unit of local government are acceptable.
- Funding restrictions—JAG funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

  Additional restrictions apply to certain costs or activities, to include but not limited to:

  - Administrative costs
  - Prohibited items per 34 U.S.C. § 10152, absent a waiver
  - UAS and C-UAS
  - Body Armor
  - Body Worn Cameras
  - ERPO activities
  - DNA Testing of Evidentiary Materials

Please refer to the JAG Frequently Asked Questions for more information.

Budget/Financial Attachments

- **Indirect Cost Rate Agreement (if applicable):** If the budget includes indirect costs calculated using a current, federally approved indirect cost rate, upload your indirect cost rate agreement. Read information about indirect costs.
- **Consultant Rate (if applicable):** Read information on limits to consultant rates and

[1] See 2 C.F.R. Part 200, Subpart E and the DOJ Grants Financial Guide. Read information on unallowable costs that apply to all funding opportunities.

whether you need to request approval to exceed those limits.

Additional Application Components

Attach these in JustGrants:

- **Certifications and Assurances by the Chief Executive of the Applicant Government:** Found at: https://bja.ojp.gov/program/jag/certifications-assurances. This certification contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2).
- **Body-Worn Camera (BWC) Policy Certification (if applicable)**: Only required if the direct recipient will be using JAG funds for a BWC project.
- **Body Armor Mandatory Wear Certification (if applicable)**: Only required if the direct recipient will be using JAG funds for body armor.
- Extreme Risk Protection Order (ERPO) Certification (if applicable): Only required if JAG funds will be used for an ERPO program.
- **Prohibited Expenditure Waiver Request (if applicable)**: Only required if a JAG applicant would like to request a pre-award waiver to purchase a specific prohibited expenditure request.
- **Unmanned Aircraft System (UAS) Certification (if applicable)**: Only required if a JAG application will include costs for UAS in the budget.
- **Counter-UAS Certification (if applicable)**: Only required if a JAG application will include costs for C-UAS in the budget.

Refer to the JAG Frequently Asked Questions for more information on these attachments. If a required attachment is missing from an eligible JAG application, OJP will issue an award agreement, but funds may be withheld until it is provided.

Disclosures and Assurances

Read the disclosures and assurances and complete them in JustGrants:

- Disclosure of Lobbying Activities
- Disclosure of Duplication in Cost Items (if applicable)
- DOJ Certified Standard Assurances
- DOJ Certifications
- Applicant Disclosure and Justification—DOJ High-Risk Grantees (if applicable)

5. SUBMISSION REQUIREMENTS AND DEADLINES

The DOJ Grant Application Submission Checklist provides instructions for how to submit you application by the deadlines. Executive Order (E.O.) 12372 (Intergovernmental Review of Federal Programs) does apply to this funding opportunity: read the Application Resource Guide for details. Read OJP's policy for applicants to request late submission due to technical difficulties, severe weather, or natural or manmade disasters.

6. APPLICATION REVIEW INFORMATION

OJP will review applications to ensure the information presented is reasonable, understandable, measurable, achievable, and consistent with the goals of the funding opportunity. See the Application Resource Guide for information on the application review process for formula grants, including risk review, and the deciding official.

7. AWARD NOTICES

Read about the award notification process.

8. POST-AWARD REQUIREMENTS & ADMINISTRATION

Read the Application Resource Guide for more information about: standard award terms and conditions, administrative and national policy requirements, and post-award reporting requirements.

9. QUESTIONS?

NOFO Contact	Name: OJP Response Center Phone: 800-851-3420 or 202-353-5556 (TTY for hearing-impaired callers only) Email: OJP.ResponseCenter@usdoj.gov Hours: 9:00 a.m.–5:00 p.m. ET, Monday–Friday
SAM.gov Help Desk	Website: sam.gov/help Hours: 8 a.m.–8 p.m. ET, Monday–Friday (closed federal holidays)
Grants.gov Help Desk	Phone: 800-518-4726 Email: support@grants.gov Website: grants.gov/support Hours: 24 hours a day, 7 days a week (closed federal holidays)
JustGrants Help Desk	Phone: 833-872-5175 Email: JustGrants.Support@usdoj.gov Hours: 7:00 a.m.–9:00 p.m. ET, Monday–Friday and 9:00 a.m.–5:00 p.m. ET on Saturday, Sunday, and federal holidays.

Only jurisdictions listed below in the state are eligible to receive FY 2026 JAG funding directly from BJA, with award amounts determined by the annual formula. Important notes:

1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county. A single jurisdiction must serve as the fiscal agent on behalf of the group. BJA will only fund one award for the disparate group. Disparate jurisdictions are responsible for determining individual amounts within the Joint Allocation and for documenting allocations via a memorandum of understanding.

2) Jurisdictions eligible for a direct allocation (i.e., not part of a disparate group) are listed alphabetically below the shaded, disparate groupings.

For additional details on eligibility and disparate group requirements, refer to the JAG the Frequently Asked Questions here: https://bja.ojp.gov/program/jag/frequently-asked-questions. For additional details regarding the JAG formula and award calculation process, please refer to the JAG Technical report here: https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2024.

State	Jurisdiction Name	Jurisdiction Type	Direct Allocation	Joint Allocation
MS	ADAMS County	County	*	
MS	NATCHEZ City	Municipal	$10,207	$10,207
MS	BOLIVAR County	County	*	
MS	CLEVELAND City	Municipal	$11,643	$11,643
MS	CLAY County	County	*	
MS	WEST POINT City	Municipal	$11,848	$11,848
MS	DESOTO County	County	*	
MS	OLIVE BRANCH City	Municipal	$16,926	
MS	SOUTHAVEN City	Municipal	$21,952	$38,878
MS	FORREST County	County	*	
MS	HATTIESBURG City	Municipal	$20,003	$20,003
MS	HARRISON County	County	*	
MS	BILOXI City	Municipal	$28,928	
MS	GULFPORT City	Municipal	$46,572	$75,500
MS	HINDS County	County	$14,874	
MS	JACKSON City	Municipal	$200,237	$215,111
MS	JONES County	County	*	
MS	LAUREL City	Municipal	$23,645	$23,645
MS	LAUDERDALE County	County	*	
MS	MERIDIAN City	Municipal	$27,184	$27,184
MS	LEE County	County	$10,309	
MS	TUPELO City	Municipal	$23,696	$34,005
MS	LEFLORE County	County	*	
MS	GREENWOOD City	Municipal	$12,156	$12,156
MS	WARREN County	County	*	
MS	VICKSBURG City	Municipal	$18,311	$18,311
MS	CHOCTAW Tribal	Tribal	$24,106	
MS	JACKSON County	County	$17,900	

MS	LOWNDES County	County	$10,104	
MS	MADISON County	County	$10,309	
MS	MCCOMB City	Municipal	$11,951	
MS	PANOLA County	County	$14,207	
MS	PASCAGOULA City	Municipal	$10,976	
MS	PIKE County	County	$13,130	
MS	RIDGELAND City	Municipal	$12,925	
MS	TUNICA County	County	$10,053	

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ORDER AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE BUREAU OF JUSTICE ASSISTANCE FOR THE FISCAL YEAR 2026 CRISIS RESPONSE TRAINING PROGRAM REQUESTING AN AWARD OF $650,000.00

WHEREAS, the City of Jackson, on behalf of the Jackson Police Department (J recommends the governing authority approve the JPD to apply to the Bureau of Justice Assist (BJA) FY 2026 *Crisis Response Training Program* for a requested award of **$650,000.00**; and,

WHEREAS, the grant funds will strengthen the JPD's ability to respond to individuals that in crisis or have behavioral health conditions and will promote and support the implementation of Crisis Response and Intervention Training (CRIT) and/or VR training systems designed for law enforcement that enable multiple participants to train simultaneously and integrate with existing programs; and,

WHEREAS, the JPD proposes to allocate the funding under Category 1 of the application to support crisis response training; and,

WHEREAS, the JPD is requesting a grant amount of **$650,000.00** to be used beginning January 01, 2027, with a duration period of thirty-six (36) months; and,

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

WHEREAS, 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. In the event the grant is awarded, the Department shall return to the City Council for approval of the 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, 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 BJA FY 2026 *Crisis Response Training Program* grant documents; and,

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

IT IS HEREBY ORDERED that the governing authorities authorize and approve the City of Jackson Police Department's submission of the grant application to the Bureau of Justice Assistance (BJA) for the FY 2026 *Crisis Response Training Program* grant for the requested amount of **$650,000.00**.

Agenda Item No. 11e
October 6, 2026
(Brackney, Horhn)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: September 22, 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE BUREAU OF JUSTICE ASSISTANCE FOR THE FISCAL YEAR 2026 CRISIS RESPONSE TRAINING PROGRAM REQUESTING AN AWARD OF $650,000.00
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 Crisis Response Training will strengthen the JPD's ability to respond to individuals that are in a crisis or have behavioral health conditions will promote and support the implementation of Crisis Response and Intervention Training (CRIT) and/or VR training systems designed for law enforcement that enable multiple participants to train simultaneously and integrate with existing programs to benefit constituents, employees, and tourist.
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** ☐ ☐	$650,000.00
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

401 East Capitol Street, Suite 300
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) [illegible]1756

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE BUREAU OF JUSTICE ASSISTANCE FOR THE FISCAL YEAR 2026 CRISIS RESPONSE TRAINING PROGRAM REQUESTING AN AWARD OF $650,000.00** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure 9/25/26

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

Chelsea Chicosky, *Deputy City Attorney* Chelsea R. Chicosky

JACKSON POLICE DEPARTMENT
Dr. RaShall Brackney, Chief of Police

Memorandum

To: John Horhn, Mayor

From: RaShall Brackney, Chief of Police RB 9.22.26

Date: Tuesday, September 22, 2026

Subject: FISCAL YEAR 2026 CRISIS RESPONSE TRAINING PROGRAM

The Jackson Police Department's is applying to the Department of Justice Bureau of Justice Assistance FY26 Crisis Response Training Program in the amount of $650,000.00 to support JPD's efforts to respond to individuals that are in crisis. These funds will provide training, management, and partnership in crisis intervention and support. The objective is to utilize funding of the FY 2026 Crisis Response Training to strengthen JPD's ability to respond to individuals that are in a crisis or have behavioral health conditions. The funding will promote and support the implementation of Crisis Response and Intervention Training and/or VR training systems designed for law enforcement that enable multiple participants to train simultaneously and integrate with existing programs to benefit constituents, employees, and tourist.

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

Signature

Immediate Supervisor / Date Comments:

Approval to Apply for Grant Form

Request by: _Mary Manogin
Department/Program: _JPD
Date of Request: 9.21.26

Grant Inforation

Grantor/Funding Agency:	BJA
Grant Title/Opportunity:	FY 2026 CRISIS RESPONSE TRAINING PROGRAM
Application Due Date:	10.13.2026
Maximum Award Amount:	$650,00.00
Match Requirement (if any):	$ N/A or %

Project Information

Project Title:	CITY OF JACKSON (MS) POLICE DEPARTMENT FY26 CRISIS RESPONSE TRAINING PROGRAM
Brief Project Description (2--3 sentences):	JPD IS PROPOSING TO PROVIDE SUPPORT TO FIELD BASED LAW ENFORCEMENT OFFICIERS TO IMPLEMENT CRISIS RESPONSE AND INTERVENTION TRAINIG AND/OR VR TRAINING SYSTEMS DESIGNED FOR LAW ENFORCEMENT THAT ENABLES MULTIPLE PARTICIPANTS TO TRAIN SIMULTANEOUSLY AND INTEGRATE WITH EXISTING PROGRAMS.
Total Project Cost:	$ 650,000.00
	$

Organizational Impact

Fits within strategic priorities/mission	YES
Staffing capacity available to manage project & reporting	YES
Current budget has approproated (match, indirect, ongoing costs)	100% GRANT FUNDED
Requires new hires or significant resource commitments	NO

Approvals

Prepared by (Grant Writer/Applicant):	Name: MARY MANOGIN	Signature:	Date: 9.21.26
Department/Program Director:	Name: RASHALL BRACKNEY	Signature:	Date: 9.21.26
Finance/Accounting Review:	Name: JILLIAN CALDWELL_	Signature: Jillian Caldwell	Date: 9.21.26
Mayor Approval (if required	Name:	Signature:	Date:
Board Approval (if required):	Name/Title:	Signature:	Date:

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

BJA FY 2026 Crisis Response Training Program

Grants.gov Funding Opportunity Number: O-BJA-2026-172706

Application Deadlines in Eastern Time (ET):

1. Complete SF-424 and submit in Grants.gov: **October 5, 2026, by 11:59 PM ET**
2. Submit full application in JustGrants: **October 13, 2026, by 8:59 PM ET**

BJA
Bureau of Justice Assistance
U.S. Department of Justice

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1. BASIC INFORMATION

Purpose of the Funding

The Office of Justice Programs (OJP) is committed to advancing work that furthers the U.S. Department of Justice's (DOJ) mission to keep our country safe and secure and uphold the rule of law and protect the rights of American citizens. OJP provides federal leadership, funding, and other critical resources to directly support law enforcement, combat violent crime, protect American children, provide services to American crime victims, and address public safety challenges, including human trafficking and the opioid crisis.

This is a notice of funding opportunity (NOFO) for the **BJA FY 2026 Crisis Response Training Program**. This opportunity supports state, local, and tribal governments, law enforcement agencies, correctional facilities, probation and parole departments, and sheriffs' offices in developing, implementing, or expanding crisis response training programs that enhance public safety, officer safety, and operational effectiveness by improving law enforcement responses to individuals in crisis who have behavioral health conditions (including mental health and substance use disorders), intellectual and developmental disabilities (I/DDs), physical disabilities, and/or traumatic brain injuries. This program will equip law enforcement and correctional officers with tactical skills and strategies, and technology to effectively address crisis situations and enhance public safety. Officers trained in crisis intervention techniques are better equipped to safely mitigate volatile situations involving individuals experiencing behavioral health crises, including those with I/DDs.

This NOFO includes two funding categories:

Category 1: Training Program for Law Enforcement Agencies

- Category 1 will provide funding to law enforcement agencies for training sworn law enforcement. This includes police departments, sheriff's offices, field probation and parole officers, and campus police. Applicants may apply for funding to implement either or both of the following:
  1. Crisis response and intervention training;
  2. Virtual reality (VR) training systems designed for law enforcement that enable multiple participants to train simultaneously and integrate with existing programs.

Category 2: Training Program for Jails, Prisons, and Correctional Agencies

- Category 2 will provide funding to jails, prisons, and correctional agencies, for training facility-based officers. This includes institutional probation and parole staff, sheriff's office detention personnel, and officers in other correctional

facilities. Applicants may apply for funding to implement either or both of the following:

1. Crisis response and intervention training;
2. Correctional-specific VR training systems that allow multiple participants to train together in institutional settings.

See the Eligible Applicants section for eligibility details.

Funding Details

Announcement Type	Initial
Assistance Listing Number	16.065
Statutory Authority	Department of Justice Appropriations Act, 2026 (Pub. L. No. 119-74, 140 Stat. 5, 30, para. 1(C))
Grants.gov Opportunity Number	O-BJA-2026-172706
Competition ID Number	Category 1, C-BJA-2026-00026-PROD: Training Program for Law Enforcement Agencies Category 2, C-BJA-2026-00027-PROD: Training Program for Jails, Prisons, and Correctional Agencies
Expected Total Amount of Funding	Approximately $5,256,751
Anticipated Number of Awards	Category 1: 4 Category 2: 4
Award Type(s)	Grant
Anticipated Award Amount	Category 1: Up to $650,000 Category 2: Up to $650,000
Expected Award Period(s)	36 months starting on January 1, 2027

Key Dates and Times

NOFO Release Date	August 25, 2026
SAM.gov Registration/Renewal	Begin the process by September 5, 2026, and no later than September 21, 2026
Step 1: Grants.gov Deadline	11:59 p.m. ET on October 5, 2026
Step 2: JustGrants Deadline	8:59 p.m. ET on October 13, 2026

See Questions? at the end of this NOFO for agency contact information.

2. ELIGIBILITY

Eligible Applicants

The types of entities that are eligible to apply are:

Government Entities

- State governments
- County governments
- City or township governments
- Native American Tribal governments (federally recognized)
- Native American Tribal governments (other than federally recognized)

Educational Organizations

- Public and state-controlled institutions of higher education
- Private institutions of higher education

Other

- Units of local government
- Public and state-controlled institutions of higher education with on-campus police departments
- Public or state-controlled hospitals with on-campus police departments

State Government Entities

- For the purposes of this NOFO, "state" means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

"Other" Entities Definition

- For the purposes of this NOFO, other units of local government include towns, boroughs, parishes, villages, or other general purpose political subdivisions of a state.

Cost Sharing (Match) Requirement: This NOFO does **not** require cost sharing (match).

Limit on Number of Applications: You may submit more than one application if each application proposes a different project. Each application should apply to only one category of the NOFO. If a project will be carried out by two or more entities (project partners), only one entity may submit the application. The other entities (project partners) must be proposed as subrecipients rather than co-applicants. An entity may be proposed as a subrecipient in more than one application. For additional information regarding subawards, see the Application Resource Guide.

3. PROGRAM DESCRIPTION

Statutory Authority

Department of Justice Appropriations Act, 2026 (Pub. L. No. 119-74, 140 Stat. 5, 30, para. 1(C))

Agency Funding Priorities

To help meet its mission, OJP may give priority consideration to applications proposing (as applicable within the scope of this NOFO) projects designed to advance the goals listed below:

(a) Directly supporting law enforcement operations (including immigration law enforcement operations);
(b) Combatting violent crime;
(c) Supporting services to American citizens;
(d) Protecting American children; and
(e) Supporting American victims of trafficking and sexual assault.

In addition, priority consideration will be given under this NOFO for state/local law enforcement efforts that are coordinated with federal law enforcement efforts through: (i) established and full participation in, or (ii) commitment to enter into and fully participate in a 287(g) partnership and/or a Homeland Security Task Force (HSTF). To request priority consideration, applicants must provide a letter of support from DOJ through the U.S. Attorney's Office's Lead HSTF Attorney (for the applicable HSTF), certifying the applicant is currently or intends to participate in HSTF activities or major DOJ operations; with respect to a 287(g) partnership, the applicant must provide documentary evidence that it is already an established 287(g) partner, or else, evidence of a bona fide commitment to engage in such a partnership.

Note: Addressing these priorities is one of many factors that OJP considers in making funding decisions. Receiving priority consideration does not guarantee funding.

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

1. Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.
2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations that (1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or

protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.

3. As specified in the DOJ Grants Financial Guide, in Chapter 3.13 "Unallowable Costs" ("Legal Services for Aliens"), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply: (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

Goals and Objectives of This Funding Opportunity

Goal 1: Improve effectiveness of crisis response skills among law enforcement and correctional officers, particularly for interactions with individuals in crisis who have behavioral health conditions, I/DDs or physical disabilities, and/or traumatic brain injuries.

- **Objective 1:** Implement and enhance certified training programs and practices that increase knowledge of appropriate intervention strategies and improve skills during crisis situations.
- **Objective 2:** Enhance the strategic application of techniques to prevent crisis escalation through innovative training approaches and technologies, including VR scenario-based training.

For a description of how awards under this NOFO will contribute to achieving these goals and objectives, see the Performance Reports section below.

Expected Outcomes

OJP expects recipients to submit deliverables and performance reports, as described below. Read the Application Resource Guide for more information. OJP will measure success by reviewing a recipient's submission of performance reports and data and the extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

Deliverables

Recipients do not need to submit any deliverables other than the standard items in the Post-Award Requirements and Administration section.

Performance Reports

OJP requires recipients to submit regular performance reports that communicate progress toward achieving the Program Goals and Objectives. Read information on performance reporting.

Award recipients will receive further guidance on post award reporting requirements.

4. APPLICATION CONTENTS AND FORMAT

Application Contents List

OJP will only consider applications that contain all required parts, which are marked ***Required*** below. Refer to the DOJ Grant Application Submission Checklist for application instructions.

Application Item	Submission Type
Step 1: Grants.gov	
Application for Federal Assistance: SF-424 ***Required***	Online Form
Step 2: JustGrants	
Standard Applicant Information ***Required***	Online Form
Proposal Abstract	Text Box
Data Requested With Application • Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status) • Agency Funding Priorities Inventory	Online Form
Proposal Narrative ***Required***	Attachment
Budget ***Required***	Online Form
Other Budget/Financial Attachments • Indirect Cost Rate Agreement (if applicable) • Consultant Rate (if applicable) • Limitation on Use of Award Funds for Employee Compensation for Awards Over $250,000; Waiver (if applicable)	Attachment
Memorandum of Understanding	Attachment
Additional Application Components • Tribal Authorizing Resolution (if applicable) • Timeline	Attachment

In addition to the items marked *Required* in the table above, the following are considered basic minimum requirement elements that are considered in the responsiveness review:

- The application is submitted by an eligible applicant.
- The requested award amount does not exceed the award ceiling.
- The application is responsive to the scope of the NOFO.

Standard Applicant Information *Required*

Review and edit as needed the information imported from the SF-424 submitted in Grants.gov. Add ZIP codes for areas affected by the project.

Proposal Abstract

In JustGrants, enter a proposal abstract (limited to 2,000 characters) summarizing the proposed project. As abstracts for funded projects are public, do not include any personally identifying information (e.g., staff names). The abstract should include the following information:

- The name of the applicant's proposed project.
- The purpose of the proposed project (i.e., what the project will do and why it is necessary).
- Where the project will take place (i.e., the service area, if applicable).
- Who will be served by the project (i.e., who will be helped or have their needs addressed by the project).
- What activities will be carried out to complete the project.
- The subrecipient(s)/partner organizations or entities, if known.
- Deliverables and expected outcomes (i.e., what the project will achieve).

View an example of a proposal abstract.

Data Requested With Application

Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

Review information on this questionnaire.

Agency Funding Priorities Inventory

Applicants seeking priority consideration under the Agency Funding Priorities section should answer the inventory questions in their entirety in the web-based form in JustGrants.

Proposal Narrative *Required*

Format of the Proposal Narrative

Submit the narrative as an attachment in JustGrants. The document should:

- Be double-spaced, using a standard 12-point size font.
  - Tables, charts, and graphs included in the Proposal Narrative can be created in a legible font smaller than 12-point and will count toward the page limit.
- Have no less than 1-inch margins.
- Have numbered pages.
- Not exceed 10 pages.

If the Proposal Narrative does not follow this format, OJP may reduce the score/ranking of the application.

Sections of the Proposal Narrative

The Proposal Narrative must include the four sections listed below. If you want priority consideration, the Proposal Narrative must state which priority(ies) your project will advance and describe how it will do so.

1. Description of the Need (5% of application score): What critical issue or problem do you propose to address with this project? Please include:

- A brief explanation of the need, gap, or issue to be addressed by the proposed project.
- Supporting information, data, or evidence to demonstrate the need's existence, size, and impact on the target population and community.
- How the need relates to the purpose of the NOFO.
- Applicants must use specific, current, local data to demonstrate the importance and necessity of the project in this section.
- Use measurable evidence such as rates of crisis incidents, mental health response data, local crime rates, or gaps in resources specific to your law enforcement agency, correctional agency or community.
- Applications relying solely on national or generalized statistics will not meet the requirements of this section.

2. Project Goals and Objectives (15% of application score): How will the proposed project address the need identified and address the purpose of the NOFO? Please include:

- Project goals (goals are broad, visionary statements on what you hope to accomplish).
- Project objectives (objectives are specific outcomes you plan to achieve through project activities).
- How your project goals and objectives relate to the goals and objectives of the funding opportunity.

3. Project Design and Implementation (35% of application score): How will you implement project activities that meet the project goals and objectives? Please include:

- What activities you will conduct to achieve the proposed goals and objectives.
- How you will deliver or complete those activities.
- When the activities will take place.
- Who in your organization will staff the activities, including key staff.
- Who will participate in and benefit from the activity.
- What deliverables, reports, and other items will be produced as part of the project.
- If you plan to use subrecipients to help conduct the project, please name them (if they are known) or describe how you will identify them. Please describe their role in conducting project activities.
- If an applicant is proposing the use of VR technology, describe the platform and the accompanying evidence-based curriculum to be used, as well as outcome data to be collected to demonstrate its effectiveness and achievement of proposed outcomes.
- Describe the plan to provide fully immersive, multiparticipant technology to customize unique training scenarios.

4. Capabilities and Competencies (30% of application score): What administrative and technical capacity and expertise do you bring to successfully complete this project? Please include:

- A short description of your capacity to deliver the proposed project and meet the post-award requirements, if funded.
- A description of projects or activities your organization has conducted, or is currently conducting, that demonstrates your ability to undertake the proposed project activities.
- A summary of relevant experience of team members with key responsibilities for implementing the project.

Project Evaluations: An applicant that proposes to use award funds to conduct project evaluations must follow the guidance on project evaluations.

Budget and Associated Documentation

Budget (15% of application score) ***Required***

- Use the Budget Detail Worksheet (Web-Based Form) to submit the budget. Read information on budget preparation and JustGrants Application Submission Training.
- List each cost needed to implement the project under the appropriate cost category.
- Clearly name and describe each cost.
- Show the computation of each cost (e.g., cost per unit, number of units, and total cost).

- Enter narrative, as needed, to explain the cost calculations and connection to your project goals, objectives, and activities.
- Include only costs that are reasonable, allocable, and necessary to implement the project. They must be allowable under the funding statute and agency requirements.[1]

Budget/Financial Attachments

- **Indirect Cost Rate Agreement (if applicable):** If the budget includes indirect costs calculated using a current, federally approved indirect cost rate, upload your indirect cost rate agreement. Read information about indirect costs.
- **Consultant Rate (if applicable):** Read information on limits to consultant rates and whether you need to request approval to exceed those limits.
- **Limitation on Use of Award Funds for Employee Compensation for Awards Over $250,000; Waiver (if applicable):** Read information on this limitation and to determine whether you need to submit a waiver.
- **Disclosure of Process Related to Executive Compensation (if applicable):** Applicants to this funding opportunity are not required to provide this disclosure.

Memorandum of Understanding (MOU) and Supporting Documents

Attach a Memorandum of Understanding (MOU) or letter of intent between the applicant and each of the project partner(s). Read information on what to include in an MOU/letter of intent.

MOUs should be submitted as one separate attachment to the application. Unsigned draft MOUs may be submitted with the application, but you should describe in a cover page to the attachment why they are unsigned.

Additional Application Components

Attach these in JustGrants:

- **Tribal Authorizing Resolution (if applicable):** Read information on whether you may need to submit a Tribal Authorizing Resolution.
- **Timeline:** Listing of key activities and milestones, and the months/quarters during which they will take place.

Disclosures and Assurances

Read the disclosures and assurances and complete them in JustGrants:

- Disclosure of Lobbying Activities
- Disclosure of Duplication in Cost Items (if applicable)

[1] See 2 C.F.R. Part 200, Subpart E and the DOJ Grants Financial Guide. Read information on unallowable costs that apply to all funding opportunities.

- DOJ Certified Standard Assurances
- DOJ Certifications
- Applicant Disclosure and Justification – DOJ High-Risk Grantees (if applicable)

5. SUBMISSION REQUIREMENTS AND DEADLINES

The DOJ Grant Application Submission Checklist provides instructions for how to submit your application by the deadlines. Executive Order (E.O.) 12372 (Intergovernmental Review of Federal Programs) does apply to this funding opportunity: read the Application Resource Guide for details. Read OJP's policy for applicants to request late submission due to technical difficulties, severe weather, or natural or manmade disasters.

6. APPLICATION REVIEW INFORMATION

The Application Resource Guide explains the responsiveness review, review criteria, and review and selection process, including risk review, and deciding official. Refer to the Application Contents List for all required application components and other basic minimum requirement elements that are considered in the responsiveness review. The Proposal Narrative and Budget sections of this NOFO indicates the weight of peer review criteria.

7. AWARD NOTICES

Read about the award notification process.

8. POST-AWARD REQUIREMENTS & ADMINISTRATION

Read the Application Resource Guide for more information about: standard award terms and conditions, administrative and national policy requirements, and post-award reporting requirements.

9. QUESTIONS?

NOFO Contact	Name: OJP Response Center Phone: 800-851-3420 or 202-353-5556 (TTY for hearing-impaired callers only) Email: OJP.ResponseCenter@usdoj.gov Hours: 9:00 a.m.–5:00 p.m. ET, Monday–Friday
SAM.gov Help Desk	Website: sam.gov/help Hours: 8 a.m.–8 p.m. ET, Monday–Friday (closed federal holidays)

Grants.gov Help Desk	Phone: 800-518-4726 Email: support@grants.gov Website: grants.gov/support Hours: 24 hours a day, 7 days a week (closed federal holidays)
JustGrants Help Desk	Phone: 833-872-5175 Email: JustGrants.Support@usdoj.gov Hours: 7:00 a.m.–9:00 p.m. ET, Monday–Friday and 9:00 a.m.–5:00 p.m. ET on Saturday, Sunday, and federal holidays.

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ORDER RATIFYING THE SUBMISSION OF A GRANT APPLICATION FOR THE BUREAU OF JUSTICE ASSISTANCE FISCAL YEAR 2026 COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE USE, SITE-BASED PROGRAM (COSSUP) GRANT IN THE AMOUNT OF $1,300,000.00

WHEREAS, the City of Jackson, on behalf of the Jackson Police Department (JPD), recommends the governing authority ratify the JPD's grant application submission for the Bureau of Justice Assistance (BJA) FY 2026 *Comprehensive Opioid, Stimulant, and Substance Use, Site-Based Program* (COSSUP) for a requested award of $1,300,000.00; and,

WHEREAS, because the October 01, 2026, application deadline preceded the City Council's next regularly scheduled meeting, the JPD timely submitted an application to the BJA, and now recommends that the governing authority ratify the submission, with the understanding that, if the grant is awarded, JPD will return to the City Council for approval to accept the award: and,

WHEREAS, the FY 26 grant funds will strengthen the JPD's response to substance use, drug trafficking, and overdose related incidents; and,

WHEREAS, the JPD proposes to allocate the funding under Category 1b of the application to improve investigative capacity, intelligence gathering, operational effectiveness, and targeted enforcement efforts aimed at disrupting drug trafficking networks and the reduction of illicit substances within the City of Jackson. The funds will expand the JPD's Narcotics Unit to support the location of and the investigation into illicit activities related to the unlawful distribution of opioids, support prescription drug recovery programs for unused controlled substances, as well as Narcotics Unit's training and comprehensive data collection, analysis, and dissemination; and,

WHEREAS, grant funds will support the purchase of necessary equipment to investigate, disrupt, and deter illicit activities related to the unlawful distribution of opioids, support prescription drug recovery programs for unused controlled substances, and support training and program operations; and,

WHEREAS, JPD intends to negotiate a proposed agreement with the organization selected through the procurement process and will separately present the proposed agreement to the City Council for approval before its execution; and,

WHEREAS, the term of the grant agreement is to begin on October 01, 2026, with a duration period of thirty-six (36) months; and,

WHEREAS, the JPD is requesting a grant amount of **$1,300,000.00** to be used in the 2026 Fiscal Year; however, the Department represents that it cannot provide a definitive date range in the performance period at this time. The Notice of Grant Funding Opportunity identifies the grant as a 36-month grant and references October 01, 2026 as the start date, which is no longer feasible. Accordingly, the actual performance period cannot be confirmed until the formal grant agreements are received and executed; and,

Agenda Item No. 17
October 6, 2026
(Brackney, Horhn)

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 to submit and accept the BJA FY 2026 COSSUP grant documents; and,

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

IT IS THEREFORE ORDERED IT IS, THEREFORE, ORDERED that the governing authorities hereby ratify and approve the submission of the grant application by the Jackson Police Department for the BJA FY 2026 *Comprehensive Opioid, Stimulant, and Substance Use, Site Based Program* grant for the requested amount of **$1,300,000.00**.

IT IS FURTHER ORDERED that if the grant is awarded, the Jackson Police Department shall return to the City Council for approval before the City accepts the award, expends any grant funds, or incurs any obligation related to the award.

APPROVED FOR AGENDA:_____
DATE:_____
By: BRACKNEY, HORHN

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: September 22, 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE MAYOR TO RATIFY THE SUBMISSION OF AN APPLICATION FOR THE BUREAU OF JUSTICE ASSISTANCE FISCAL YEAR 2026 COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE USE, SITE-BASED PROGRAM (COSSUP) GRANT IN THE AMOUNT OF $1,300,000.00, AND, IF AWARDED, AUTHORIZING THE MAYOR TO ACCEPT THE GRANT AND TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS
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 Comprehensive Opioid, Stimulant, and Substance Use, Site-Based Program Grant to enhance the operations of JPDs Narcotics Division. This initiative will strengthen the department's capacity to address opioid, stimulant, and substance misuse through targeted enforcement, intelligence driven investigations, and coordinated overdose response efforts. The project will support the disruption of drug trafficking networks, reduce drug related crime, and improve public safety outcomes through collaboration with federal, state and local partners, including public health and treatment providers. This plan will incorporate date driven strategies, evidence based practices, and measurable performance outcomes, while expanding partnerships with community organizations to support prevention, diversion, and recovery efforts.
5.	**Schedule (beginning date)**	As per grant guidelines
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ ▪ **Project limits if applicable**	ALL WARDS CITY WIDE
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Jackson Police Department
8.	**COST**	No matching funds required.
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ■ ▪ **Bond** ☐ ▪ **Other** ☐ ☐	$1,300,000.00
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A AABE _____ % WAIVER yes ___ no ___ N/A WBE _____ % WAIVER yes ___ no ___ N/A HBE _____ % WAIVER yes ___ no ___ N/A

		NABE _____% WAIVER yes ___ no ___ N/A ____

Office of the City Attorney

401 East Capitol Street, Suite 300
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 SUBMISSION OF A GRANT APPLICATION FOR THE BUREAU OF JUSTICE ASSISTANCE FISCAL YEAR 2026 COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE USE, SITE-BASED PROGRAM (COSSUP) GRANT IN THE AMOUNT OF $1,300,000.00** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure 9/25/26

Sondra Moncure, *Special Assistant* **Date**
Chelsea Chicosky, *Deputy City Attorney*

JACKSON POLICE DEPARTMENT
Dr. RaShall Brackney, Chief of Police

Memorandum

To: John Horhn, Mayor

From: RaShall Brackney, Chief of Police 9.22.26

Date: Tuesday, September 22, 2026

Subject: FY 2026 COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE USE, SITE-BASED PROGRAM GRANT (COSSUP)

The Jackson Police Department's has applied to the FY 2026 Comprehensive Opioid, Stimulant, and Substance Use, Site-Based Program Grant in the amount of $1,300,000.00 to enhance the operations of JPDs Narcotics Division. This initiative will strengthen the department's capacity to address opioid, stimulant, and substance misuse through targeted enforcement, intelligence driven investigations, and coordinated overdose response efforts. The project will support the disruption of drug trafficking networks, reduce drug related crime, and improve public safety outcomes through collaboration with federal, state and local partners, including public health and treatment providers. This plan will incorporate data driven strategies, evidence based practices, and measurable performance outcomes, while expanding partnerships with community organizations to support prevention, diversion, and recovery efforts.

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

Signature

Immediate Supervisor / Date Comments:

Approval to Apply for Grant Form

Request by: _Mary Manogin
Department/Program: _JPD
Date of Request: 9.21.26

Grant Inforation

Grantor/Funding Agency:	DOJ BJA
Grant Title/Opportunity:	FISCAL YEAR 2026 COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE USE, SITE-BASED PROGRAM (COSSUP) GRANT
Application Due Date:	10.01.2026
Maximum Award Amount:	$1,300,00.00
Match Requirement (if any):	$ N/A or %

Project Information

Project Title:	CITY OF JACKSON (MS) POLICE DEPARTMENT COSSUP
Brief Project Description (2–3 sentences):	JPD IS PROPOSING TO PURCHASE ESSENTIAL EQUIPMENT NEEDED TO FURTHER DEVELOPMENT THE NARCODICS UNITS
Total Project Cost:	$ 1,300,000.00
	$

Organizational Impact

Fits within strategic priorities/mission	YES
Staffing capacity available to manage project & reporting	YES
Current budget has approproated (match, indirect, ongoing costs)	100% GRANT FUNDED
Requires new hires or significant resource commitments	NO

Approvals

Prepared by (Grant Writer/Applicant):	Name: MARY MANOGIN	Signature:	Date: 9.21.26
Department/Program Director:	Name: RASHALL BRACKNEY	Signature:	Date: 9.21.26
Finance/Accounting Review:	Name: JILLIAN CALDWELL	Signature: Jillian Caldwell	Date: 9.21.26
Mayor Approval (if required	Name:	Signature:	Date:
Board Approval (if required):	Name/Title:	Signature:	Date:

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

BJA FY 2026 Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program

Grants.gov Funding Opportunity Number: O-BJA-2026-172702

Application Deadlines in Eastern Time (ET):

1. Complete SF-424 and submit in Grants.gov: **September 24, 2026, by 11:59 PM ET**
2. Submit full application in JustGrants: **October 1, 2026, by 8:59 PM ET**

Bureau of Justice Assistance
U.S. Department of Justice

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1. BASIC INFORMATION

Purpose of the Funding

The Office of Justice Programs (OJP) is committed to advancing work that furthers the U.S. Department of Justice's (DOJ) mission to keep our country safe and secure and uphold the rule of law and protect the rights of American citizens. OJP provides federal leadership, funding, and other critical resources to directly support law enforcement, combat violent crime, protect American children, provide services to American crime victims, and address public safety challenges, including human trafficking and the opioid crisis.

This is a notice of funding opportunity (NOFO) for the **BJA FY 2026 Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program (COSSUP)**. This opportunity supports the development, implementation, or expansion of comprehensive programs in response to overdose deaths, illicit opioids, stimulants, and other substances. Through this program, state, territorial, local, and tribal governments can support law enforcement-related activities, including efforts to locate and investigate illicit activities related to the unlawful distribution of opioids; increase access to prevention programs and overdose reversal medications; and expand treatment and recovery support services in the community, within correctional facilities, and upon reentry.

Allowable Uses of Funds:

- Locating or investigating illicit activities related to the unlawful distribution of opioids.
- Pre-booking or post-booking alternative-to-incarceration treatment programs that serve individuals at high risk for overdose or substance abuse.
- Law enforcement and other first responder diversion programs, including multidisciplinary overdose prevention, response, and diversion and referral programs.
- Education and prevention programs to connect law enforcement agencies with K–12 students.
- Prescription drug take-back programs for unused controlled substances found in the home and used by hospitals, long-term care facilities, and other facilities.
- Naloxone, including training on the use of naloxone, for law enforcement, first responders, criminal justice professionals, and communities.
- Court-based intervention programs or family court programming to prioritize and expedite treatment and recovery services to individuals at high risk for overdose.
    - Note: Funding is also available under other BJA and Office of Juvenile Justice and Delinquency Prevention (OJJDP) NOFOs to implement or enhance an adult treatment court, a juvenile drug court, a family treatment court, or a veterans treatment court.

- Evidence-based treatment, such as medications for opioid use disorder, as well as recovery support services including transitional or recovery housing and peer recovery support services. No more than 30 percent of total grant funds may be used for transitional or recovery housing.
- Comprehensive, real-time, regional information collection, analysis, and dissemination.

This NOFO provides three categories for funding:

- **Local Governments (Category 1):** Applicants that are applying as local governments should ensure they apply under the appropriate subcategory, based on the population size of the jurisdiction receiving services, as noted below:
    - Subcategory 1a: Local—Urban area or large jurisdiction.
    - Subcategory 1b: Local—Suburban area or medium-size jurisdiction.
    - Subcategory 1c: Local—Rural jurisdiction.
- **State Governments (Category 2):** Applicants that are applying as state governments should ensure they apply under Category 2.
- **Tribal Governments (Category 3):** This includes all Native American tribal governments (federally recognized).

See the Eligible Applicants section for eligibility details.

Funding Details

Announcement Type	Initial
Assistance Listing Number	16.838
Statutory Authority	Department of Justice Appropriations Act, 2026 (Pub. L. No. 119-74, 140 Stat. 5, 32-33, para. 14(F))
Grants.gov Opportunity Number	O-BJA-2026-172702
Competition ID Number	Category 1a, C-BJA-2026-00021-PROD: Local—Urban area or large jurisdiction Category 1b, C-BJA-2026-00022-PROD: Local—Suburban area or medium-size jurisdiction Category 1c, C-BJA-2026-00023-PROD: Local—Rural jurisdiction Category 2, C-BJA-2026-00024-PROD: State governments Category 3, C-BJA-2026-00025-PROD: Native American tribal governments (federally recognized)
Expected Total Amount of Funding	Approximately $133,585,276

Anticipated Number of Awards	Category 1a: 24 Category 1b: 26 Category 1c: 13 Category 2: 5 Category 3: 11
Award Type(s)	Grant
Anticipated Award Amount	Category 1a: Up to $1,600,000 Category 1b: Up to $1,300,000 Category 1c: Up to $1,000,000 Category 2: Up to $7,000,000 Category 3: Up to 1,000,000
Expected Award Period(s)	36 months starting on October 1, 2026

Key Dates and Times

NOFO Release Date	August 17, 2026
SAM.gov Registration/Renewal	Begin the process by August 25, 2026, and no later than September 10, 2026
Step 1: Grants.gov Deadline	11:59 p.m. ET on September 24, 2026
Step 2: JustGrants Deadline	8:59 p.m. ET on October 1, 2026

See Questions? at the end of this NOFO for agency contact information.

2. ELIGIBILITY

Eligible Applicants

The types of entities that are eligible to apply are:

Government Entities

- State governments
- County governments
- City or township governments
- Special district governments
- Native American tribal governments (federally recognized)

Other

- Other units of local government

State Government Entities: For the purposes of this NOFO, "state" means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

"Other" Entities Definition:

- **Other Units of Local Government**: For the purposes of this notice of funding opportunity, other units of local government include towns, boroughs, parishes, villages, or other general purpose political subdivisions of a state.

Cost Sharing (Match) Requirement: This NOFO does **not** require cost sharing (match).

Limit on Number of Applications: You may submit more than one application if each application proposes a different project. Each application should apply to only one category of the NOFO. For example, a state applicant may submit more than one application under Category 2 if each application proposes separate jurisdictions or focus areas and aligns with the goals of the NOFO. Additionally, local or tribal jurisdictions included as a jurisdiction recommended for funding in a Category 2 application may also apply as a direct grant recipient under Category 1. However, in either case, jurisdictions will not receive more than one award for the same project in the same fiscal year. Applications under which two or more entities (project partners) would carry out the federal award will be considered. However, only one entity may be the applicant for the NOFO; any others must be proposed as subrecipients. See the Application Resource Guide for additional information on subawards.

Additional Eligibility Factors

Certification Required (state or local government applicants): In order to request a federal grant award under this program, an applicant that is a state or local government entity must submit a certification using only the template provided in Appendix 1, entitled "Certification by the Chief Executive Officer (or senior official) of the Applicant Government." Tribal government entities and educational organizations (e.g., public or state-controlled institutions of higher education) are not required to submit this certification. This certification is a basic minimum requirement of this funding opportunity, such that applications from applicants that are required to submit it and fail to do so will be denied.

Also, such applicants should anticipate that awards to state or local government entities under this NOFO will include an award condition addressing compliance with 8 U.S.C. 1373.

Local Governments (Category 1): Applicants that are applying as local governments should ensure they apply under the appropriate subcategory, based on the population size of the jurisdiction receiving services, as noted below:

- Subcategory 1a: Local—Urban area or large jurisdiction. This includes an urban area or large jurisdiction with a population greater than 500,000.
- Subcategory 1b: Local—Suburban area or medium-size jurisdiction. This includes a suburban or medium-sized jurisdiction with a population between 100,000 and 500,000.

- Subcategory 1c: Local—Rural jurisdiction. This includes a rural jurisdiction as defined by the Rural Health Grants Eligibility Analyzer. All jurisdictions that are not designated as rural via the analyzer but have a population of less than 100,000 should apply in subcategory 1b.

State Governments (Category 2): Applicants that are applying as state governments should ensure they apply under Category 2. Application Checklist:

- Eligible state applicants include either the State Administering Agency (SAA) responsible for directing criminal justice planning, the State Alcohol and Substance Use Agency, or other state agency deemed appropriate to coordinate and manage the planning and implantation of the proposed project.

  State applicants must apply for funding on behalf of six or more jurisdictions or areas (including localities, judicial districts, tribal entities, regions, or other location designations affected by increases in substance use or high rates of illicit opioid distribution) within the state. The state must assume responsibility for the management, oversight, and evaluation of all projects identified.

Tribal Governments (Category 3): This includes all Native American tribal governments (federally recognized).

3. PROGRAM DESCRIPTION

Statutory Authority

Department of Justice Appropriations Act, 2026 (Pub. L. No. 119-74, 140 Stat. 5, 32-33, para. 14(F))

Agency Funding Priorities

To help meet its mission, OJP may give priority consideration to applications proposing (as applicable within the scope of this NOFO) projects designed to advance the goals listed below:

(a) Directly supporting law enforcement operations (including immigration law enforcement operations);
(b) Combatting violent crime;
(c) Supporting services to American citizens;
(d) Protecting American children; and
(e) Supporting American victims of trafficking and sexual assault.
(f) State/local law enforcement efforts that are coordinated with federal law enforcement efforts (including immigration law enforcement efforts)—at minimum as shown by—

  (1) compliance with 8 U.S.C. § 1373, which provides that state and local government entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status,

lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity; and

(2) having in place a statute, ordinance, rule, regulation, policy, or practice that is designed to ensure both (A) that agents of the United States acting under color of federal law in fact are given access to any pertinent correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States; and (B) that, when any such facility receives from the U.S. Department of Homeland Security a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility in fact will honor such request and (as early as practicable) provide the requested notice to such Department.

In addition to the agency priorities listed above, priority consideration will be given under this NOFO to applicants in states and units of local government that actively meet the below criteria, to the maximum extent permitted by law:

(i) enforce prohibitions on open illicit drug use;

(ii) enforce prohibitions on urban camping and loitering;

(iii) enforce prohibitions on urban squatting;

(iv) enforce, and where necessary, adopt, standards that address individuals who are a danger to themselves or others and suffer from serious mental illness or substance use disorder, or who are living on the streets and cannot care for themselves, through assisted outpatient treatment or by moving them into treatment centers or other appropriate facilities via civil commitment or other available means, to the maximum extent permitted by law; or

(v) for state applicants, substantially implement and comply with, to the extent required, the registration and notification obligations of the Sex Offender Registry and Notification Act, particularly in the case of registered sex offenders with no fixed address, including by adequately mapping and checking the location of homeless sex offenders.

Applicants seeking this additional priority consideration, should complete the "Agency Funding Priorities Inventory—Ending Crime and Disorder" in JustGrants to indicate which criteria they are actively meeting.

Note: Addressing these priorities is one of many factors that OJP considers in making funding decisions. Receiving priority consideration does not guarantee funding.

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

1. Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.
2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations that (1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.
3. As specified in the DOJ Grants Financial Guide, in Chapter 3.13 "Unallowable Costs" ("Legal Services for Aliens"), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply: (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

Goals and Objectives of This Funding Opportunity

Goal 1: Reduce the impact of opioids, stimulants, and other substances on individuals and communities—including a reduction in the number of overdose fatalities—and mitigate the impacts on crime victims by supporting comprehensive, collaborative initiatives.

- **Objective 1:** Increase access to and receipt of prevention, treatment, and recovery support services for individuals with substance use disorder in the community, in correctional settings, and upon reentry.
- **Objective 2:** Reduce overdose deaths.
- **Objective 3:** Support law enforcement-related efforts, including locating or investigating illicit activities related to the unlawful distribution of opioids to promote public safety.

For a description of how awards under this NOFO will contribute to achieving these goals and objectives, see the Performance Reports section below.

Expected Outcomes

OJP expects recipients to submit deliverables and performance reports, as described below. Read the Application Resource Guide for more information. OJP will measure success by reviewing a recipient's submission of performance reports and data and the

extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

Deliverables

Recipients will be expected to submit the following:

Category 1 Deliverables:

Recipients under this funding category will not submit any deliverables beyond the standard Post-Award Requirements and Administration.

Category 2 Deliverables:

Submit a final report documenting the interventions, outcomes, and lessons learned.

In addition to the final report, recipients under this funding category are required to follow the standard Post-Award Requirements and Administration.

Category 3 Deliverables:

Recipients under this funding category will not submit any deliverables beyond the standard Post-Award Requirements and Administration.

Performance Reports

OJP requires recipients to submit regular performance reports that communicate progress toward achieving Program Goals and Objectives. Read information on performance reporting.

Award recipients will receive further guidance on post award reporting requirements.

4. APPLICATION CONTENTS AND FORMAT

Application Contents List

OJP will only consider applications that contain all required parts, which are marked ***Required*** below. Refer to the DOJ Grant Application Submission Checklist for application instructions.

Application Item	Submission Type
Step 1: Grants.gov	
Application for Federal Assistance: SF-424 ***Required***	Online Form
Step 2: JustGrants	
Standard Applicant Information ***Required***	Online Form

Proposal Abstract	Text Box
Data Requested With Application • Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status) • Agency Funding Priorities Inventory (Agency Funding Priorities Inventory and Agency Funding Priorities Inventory – Ending Crime and Disorder)	Online Form
Proposal Narrative ***Required***	Attachment
Budget ***Required***	Online Form
Other Budget/Financial Attachments • Indirect Cost Rate Agreement (if applicable) • Consultant Rate (if applicable) • Limitation on Use of Award Funds for Employee Compensation for Awards Over $250,000; Waiver (if applicable) • Disclosure of Process Related to Executive Compensation (if applicable)	Attachment
Additional Application Components • Tribal Authorizing Resolution (if applicable) • Research and Evaluation Independence and Integrity Statement (if applicable). • Timeline • Certification by the Chief Executive Officer (or senior official) of the Applicant Government (using Appendix 1 template) **Applicant State or local government entities only** ***Required***	Attachment

In addition to the items marked ***Required*** in the table above, the following are considered basic minimum requirement elements that are considered in the responsiveness review:

- The application is submitted by an eligible applicant.
- The requested award amount does not exceed the award ceiling.
- The application is responsive to the scope of the NOFO.

Standard Applicant Information *Required*

Review and edit as needed the information imported from the SF-424 submitted in Grants.gov. Add ZIP codes for areas affected by the project.

Proposal Abstract

In JustGrants, enter a proposal abstract (limited to 2,000 characters) summarizing the proposed project. As abstracts for funded projects are public, do not include any personally identifying information (e.g., staff names). The abstract should include the following information:

- The name of the applicant's proposed project.
- The purpose of the proposed project (i.e., what the project will do and why it is necessary).
- Where the project will take place (i.e., the service area, if applicable).
- Who will be served by the project (i.e., who will be helped or have their needs addressed by the project).
- What activities will be carried out to complete the project.
- The subrecipient(s)/partner organizations or entities, if known.
- Deliverables and expected outcomes (i.e., what the project will achieve).

View an example of a proposal abstract.

Data Requested With Application

Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

Review information on this questionnaire.

Agency Funding Priorities Inventory

Applicants seeking priority consideration under the Agency Funding Priorities section should answer the inventory questions in their entirety in the web-based form in JustGrants.

Proposal Narrative *Required*

Format of the Proposal Narrative

Submit the narrative as an attachment in JustGrants. The document should:

- Be double-spaced, using a standard 12-point size font
- Have no less than 1-inch margins
- Have numbered pages
- Not exceed 10 pages

If the Proposal Narrative does not follow this format, OJP may reduce the score/ranking of the application.

Sections of the Proposal Narrative

The Proposal Narrative must include the four sections listed below. If you want priority consideration, the Proposal Narrative must state which priority(ies) your project will advance and describe how it will do so.

1. Description of the Need (5% of application score): What critical issue or problem do you propose to address with this project? Please include:

- A brief explanation of the need, gap, or issue to be addressed by the proposed project.
- For Category 1 applicants, identify whether the application is applying under Subcategory 1a, 1b, or 1c.
- Supporting information, data, or evidence to demonstrate the need's existence, size, and impact on the target population and community.
- How the need relates to the purpose of the NOFO.
- Provide a brief description of existing strategies in your jurisdiction that relate to this proposed project, including any grant-funded initiatives. Explain:
  - How your proposed project differs from and will not duplicate these current efforts.
  - How your proposed project will coordinate and align with existing strategies.
- If your organization currently receives BJA COSSUP funding, you may still apply, but you must clearly demonstrate that this proposed project is distinct by showing it will:
  - Fund different activities than your current award OR
  - Serve different geographic or population areas than your current award.
- A description of the applicant's plan to sustain the proposed project activities after grant funding ends.

2. Project Goals and Objectives (15% of application score): How will the proposed project address the need identified and address the purpose of the NOFO? Please include:

- Project goals (goals are broad, visionary statements on what you hope to accomplish).
- Project objectives (objectives are specific outcomes you plan to achieve through project activities).
- How your project goals and objectives relate to the goals and objectives of the funding opportunity.

3. Project Design and Implementation (35% of application score): How will you implement project activities that meet the project goals and objectives? Please include:

- What activities you will conduct to achieve the proposed goals and objectives.

- How you will deliver or complete those activities.
- When the activities will take place.
- Who in your organization will staff the activities, including key staff.
- Who will participate in and benefit from the activity.
- What deliverables, reports, and other items will be produced as part of the project.
- If you plan to use subrecipients to help conduct the project, please name them (if they are known) or describe how you will identify them. Please describe their role in conducting project activities.
- A detailed description of any services, treatment, or supports provided.
- A description of research and evaluation (if applicable). Applicants have the option to propose a research and evaluation component.
    - Explain what research and evaluation will be conducted, how it will provide meaningful insights into identifying and solving local, state, or regional challenges, and how it may contribute to the national body of knowledge with respect to best practices.
    - Applicants should also include a description of the research and evaluation partner (if known) or the process for identifying the research partner and describe how the partnership will be sustained after the grant period ends.
- Additionally, Category 2 applicants should include a description of the following in their project design and implementation:
    - Needs of the selected local or regional sites and the reason these particular sites were selected.
    - How the state will assist with supporting the local or regional sites, collect performance data from the sites, and provide subgrant monitoring and oversight.
    - How the state applicant agency will work with the local or regional sites to implement the project and develop the mandatory deliverables, including a final report with outcomes and lessons learned.

4. Capabilities and Competencies (30% of application score): What administrative and technical capacity and expertise do you bring to successfully complete this project? Please include:

- A short description of your capacity to deliver the proposed project and meet the post-award requirements, if funded.
- A description of projects or activities your organization has conducted, or is currently conducting, that demonstrates your ability to undertake the proposed project activities.
- A summary of relevant experience of team members with key responsibilities for implementing the project.

Project Evaluations: An applicant that proposes to use award funds to conduct project evaluations must follow the guidance on project evaluations.

Budget and Associated Documentation

Budget (15% of application score) *Required*

Use the Budget Detail Worksheet (Web-Based Form) or Separate Attachment (attach file in JustGrants) to submit the budget. Read information on budget preparation and JustGrants Application Submission Training.

- List each cost needed to implement the project under the appropriate cost category.
- Clearly name and describe each cost.
- Show the computation of each cost (e.g., cost per unit, number of units, and total cost).
- Enter narrative, as needed, to explain the cost calculations and connection to your project goals, objectives, and activities.
- Include only costs that are reasonable, allocable, and necessary to implement the project. They must be allowable under the funding statute and agency requirements.[1]

The following information specific to this funding opportunity will help you develop your project budget:

- The funds requested in the budget must be clearly connected to and support the project's design and be reasonable in cost.
- Grantees are prohibited from using federal funds to support activities that violate the Controlled Substances Act.
- If an applicant proposes to fund recovery or transitional housing, no more than 30 percent of the total budget may be used for this purpose. Transitional housing typically involves a temporary residence for up to 24 months with wraparound services to help individuals stabilize their lives.
- Funding may not be used for construction or purchase of a facility.
- Transportation services may be included in the budget. These services may be provided to individuals who (1) are engaged with the courts and have community corrections appointments or treatment or recovery support-related appointments and activities, (2) require other necessary services to support their treatment and recovery, and (3) have no other means of obtaining transportation. Forms of transportation services may include public transportation, ride services, or a licensed and insured driver who is affiliated with an eligible program provider. If such costs are included, the applicant should be able to certify that they are

[1] See 2 C.F.R. Part 200, Subpart E and the DOJ Grants Financial Guide. Read information on unallowable costs that apply to all funding opportunities.

nonredeemable and nontransferable and that their use by participants can be audited. The applicant must have written policies for determining eligibility, tracking distribution, and ensuring that passes are used only for transportation related to the program's activities.

- For state applicants (Category 2), no more than 15% of the total award budget may be retained by the state for administrative purposes. The remaining must be subawarded to at least six jurisdictions.

In addition to the unallowable costs identified in the DOJ Grants Financial Guide, award funds may not be used for the following:

- Prizes, rewards, entertainment, trinkets, or any other monetary incentives
- Client stipends
- Gift cards
- Purchase vehicles
- Food and beverages

Budget/Financial Attachments

- **Indirect Cost Rate Agreement (if applicable):** If the budget includes indirect costs calculated using a current, federally approved indirect cost rate, upload your indirect cost rate agreement. Read information about indirect costs.
- **Consultant Rate (if applicable):** Read information on limits to consultant rates and whether you need to request approval to exceed those limits.
- **Limitation on Use of Award Funds for Employee Compensation for Awards Over $250,000; Waiver (if applicable):** Read information on this limitation and to determine whether you need to submit a waiver.
- **Disclosure of Process Related to Executive Compensation (if applicable):** An applicant that is a nonprofit organization may be required to make certain disclosures relating to the processes it uses to determine the compensation of its officers, directors, trustees, and key employees. Read information about this disclosure and documentation to upload.

  Applicants to this funding opportunity are not required to provide this disclosure.

Additional Application Components

Attach these in JustGrants:

- **Tribal Authorizing Resolution (if applicable):** Read information on whether you may need to submit a Tribal Authorizing Resolution.
- **Research and Evaluation Independence and Integrity Statement (if applicable):** Read information whether you may need to submit this statement.
- **Timeline:** Provide a timeline listing key activities and milestones, and the months during which they will take place.

Disclosures and Assurances

Read the disclosures and assurances and complete them in JustGrants:

- Disclosure of Lobbying Activities
- Disclosure of Duplication in Cost Items (if applicable)
- DOJ Certified Standard Assurances
- DOJ Certifications
- Applicant Disclosure and Justification—DOJ High-Risk Grantees (if applicable)

5. SUBMISSION REQUIREMENTS AND DEADLINES

The DOJ Grant Application Submission Checklist provides instructions for how to submit your application by the deadlines. Executive Order (E.O.) 12372 (Intergovernmental Review of Federal Programs) does not apply to this funding opportunity: read the Application Resource Guide for details. Read OJP's policy for applicants to request late submission due to technical difficulties, severe weather, or natural or manmade disasters.

6. APPLICATION REVIEW INFORMATION

The Application Resource Guide explains the responsiveness review, review criteria, and review and selection process, including risk review, and deciding official. Refer to the Application Contents List for all required application components and other basic minimum requirement elements that are considered in the responsiveness review. The Proposal Narrative and Budget sections of this NOFO indicates the weight of peer review criteria.

7. AWARD NOTICES

Read about the award notification process.

8. POST-AWARD REQUIREMENTS & ADMINISTRATION

Read the Application Resource Guide for more information about standard award terms and conditions, administrative and national policy requirements, and post-award reporting requirements.

9. QUESTIONS?

NOFO Contact	Name: OJP Response Center Phone: 800-851-3420 or 202-353-5556 (TTY for hearing-impaired callers only) Email: OJP.ResponseCenter@usdoj.gov Hours: 9:00 a.m.–5:00 p.m. ET, Monday–Friday
SAM.gov Help Desk	Website: sam.gov/help Hours: 8 a.m.–8 p.m. ET, Monday–Friday (closed federal holidays)
Grants.gov Help Desk	Phone: 800-518-4726 Email: support@grants.gov Website: grants.gov/support Hours: 24 hours a day, 7 days a week (closed federal holidays)
JustGrants Help Desk	Phone: 833-872-5175 Email: JustGrants.Support@usdoj.gov Hours: 7:00 a.m.–9:00 p.m. ET, Monday–Friday and 9:00 a.m.–5:00 p.m. ET on Saturday, Sunday, and federal holidays.

APPENDIX 1

U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS

Certification by the Chief Executive Officer (or senior official) of the Applicant Government

On behalf of the applicant named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

(1) I am the chief executive officer of the State or local government ("the jurisdiction") of which the applicant entity named below is a part (or a senior official of the jurisdiction, with the legal authority to bind the same), I have received appropriate legal advice as to this certification, and I have the authority to make this certification on my own behalf as chief executive officer (or senior official) and on behalf of the jurisdiction and the applicant entity. I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.

(2) I have carefully reviewed (or have received pertinent legal advice concerning) 8 U.S.C. §§ 1373(a) & (b) and 1644, including the prohibitions on certain actions by State and local government entities, agencies, and officials regarding information on citizenship and immigration status.

(3) I (and the applicant entity) understand that, for purposes of this certification, the term "program or activity" means what it means under title VI of the Civil Rights Act of 1964 *(see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa *(cf.* 42 U.S.C. § 901(a)(2)).

(4) I (and the applicant entity) assure that the applicant entity (and its officials and other personnel) will comply with 8 U.S.C. §§ 1373 and 1644 in any "program or activity" receiving federal financial assistance under any award made by OJP pursuant to this application. I further certify that any subrecipient (at any tier) of such federal financial assistance (and its officials and other personnel) will also comply with 8 U.S.C. §§ 1373 and 1644.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 34 U.S.C. § 10271 or under 18 U.S.C. § 1001 or 1621, and may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729–3730 and §§ 3801–3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Executive Officer (or senior official) of the Applicant Government	Date of Certification
Printed Name of Chief Executive Officer (or senior official)	Title of Chief Executive Officer (or senior official)
Name of Applicant Government Entity	

18

OFFICE OF THE CITY ATTORNEY
10-2-26

ORDER RATIFYING PAYMENT TO PEOPLES PLACE ENTERPRISE, LLC FOR TREE, LIMB, AND RELATED DEBRIS REMOVAL FOR THE JACKSON ZOO AND APPROVING PAYMENT FOR SERVICES PERFORMED IN THE AMOUNT OF $7,000.00

WHEREAS, the City of Jackson owns the Jackson Zoo located at 2918 West Capitol Street, Jackson, Mississippi; and

WHEREAS, Peoples Place Enterprise, LLC provided services to the Jackson Zoo for tree removal and other debris services; and

WHEREAS, Peoples Place Enterprise, LLC is a Mississippi for-profit corporation created pursuant to the Laws of the State of Mississippi on September 25, 2017, and is currently in good standing with the Mississippi Secretary of State; and

WHEREAS, Peoples Place Enterprise, LLC submitted Invoice No. 48 to Human and Cultural Services, Jackson Zoo, in the amount of ($7,000.00) for the removal of trees and debris; and

WHEREAS, it is in the best interests of the City of Jackson that the above-described professional services provided by Peoples Place Enterprise, LLC be ratified and that payments for said services be approved and made to Peoples Place Enterprise, LLC; therefore

IT IS HEREBY ORDERED that Peoples Place Enterprise, LLC's services described above and detailed in the submitted invoices are ratified; and

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

Item No: - 18
October 6, 2026

(STIMLEY, HOHRN)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: June 23, 2026

	POINTS	COMMENTS
1.	**Brief Description**	Order ratifying payments to Peoples Place Enterprise, LLC for tree and debris removal at the Jackson Zoo.
2.	**Public Policy Initiative** **Youth & Education** **Crime Prevention** **Changes in City Government** **Neighborhood Enhancement** **Economic Development** **Infrastructure and Transportation** **Quality of Life**	Neighborhood Enhancement Quality of Life
3.	**Who will be affected**	The City of Jackson employees, volunteers, and patrons of the Parks and Recreation Department and other city officials.
4.	**Benefits**	Allows the department to meet the demands and goals of the City of Jackson, while providing entertainment to the City.
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** ☐	Human and Cultural Services, Jackson Zoo
8.	**COST**	Seven Thousand Dollars ($7,000.00)
9.	**Source of Funding** **General Fund** ☐ **Grant** ☐ **Bond** ☐ **Other** ☐	Other Professional Services 390-498-00.6419
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 √

Office of the City Attorney

401 East Capitol Street, Suite 300
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PAYMENT TO PEOPLES PLACE ENTERPRISE, LLC FOR TREE, LIMB, AND RELATED DEBRIS REMOVAL FOR THE JACKSON ZOO AND APPROVING PAYMENT FOR SERVICES PERFORMED IN THE AMOUNT OF $7,000.00** is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure — 9/21/26

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

Megan Bennett, *Deputy City Attorney*

Human and Cultural Services
Parks and Recreation Division
P. O. Box 17
Jackson, MS 39205 0017
Phone: 601-960-0471

Memo

TO: Mayor John Horhn

FROM: Pamela D. C. Junior, Director
Human and Cultural Services

Date: June 23, 2026

RE: Ratification of Peoples Place Enterprise LLC

Order ratifying payments for services performed by Peoples Place Enterprise, LLC who provided services for tree and debris removal at the Jackson Zoo in the amount of $7,000.00.

The Department Human and Cultural Services recommends that this Order be submitted for the Council's consideration.

Thank you.

PDCJ/js

CITY OF JACKSON, MISSISSIPPI

TO: Purchasing Division

FROM: Human and Cultural Services

RE: Exception to Procurement Policy – Personal/Professional Services Contract

Pursuant to the City's Procurement Policy, this memorandum documents an Exception to Policy for the award of services for Tree, Limb and debris removal services.

Justification for Exception:

In accordance with the Provision 3.4 of the city's Procurement Policy, this contract is being awarded without competition ad it is deemed to be in the best interest of the city. No reasonable alternative sources existed during the emergency of the storm. The services provided were necessary to prevent additional damage to the premises of Zoo city property.

Vendor Information:

- Peoples Place Enterprise, LLC 4619 Nordell Drive Jackson, MS 39206
- Description of services: A scope of services is in the attached supporting documentation
- Estimated Value for services: $7,000.00
- Funding Source: City General Funds

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

Required Approvals

Title	Name	Signature	Date
Department Director	Pamela D.C. Junior Human and Cultural Services	Pamela D.C. Junior	09/15/2026
City Attorney	Drew Martin	Drew M. Martin	9/15/26
Chief Financial Officer	Jillian Caldwell	Jillian Caldwell	9/15/26
Chief Administrative Officer	Pieter Teeuwisen	Pieter Teeuwisen	9.15.26
Mayor	John Horhn	John Horhn	9-16-26

Purchasing Division Use Only
__ Documentation reviewed and approved

Reviewer: _____ Date: _____

__ Purchase order issued

INVOICE

Peoples Place Enterprise, LLC
4619 Nordell Drive
Jackson, MS 39206
601-497-3348

INVOICE # 48
INVOICE DATE 07/01/2026

BILL TO

City of Jackson Purchasing Division
P.O. Box 17
Jackson, MS
39205-0017

DESCRIPTION	AMOUNT
INVOICE / CONTRACT	$7,000.00

Scope of Work (Completed)
• Removed one (1) approximately 40-foot tree that had fallen across the boardwalk/driveway.
• Safely removed one (1) hazardous tree that had fallen between the animal enclosures using a crane.
• Craned the tree from the bridge and animal enclosure area without damaging surrounding structures.
• Removed one (1) approximately 100-foot fallen tree from the animal exhibit area and cleared it from the railroad tracks.
• Cut up and removed one (1) dead fallen pine tree.
• Cut up, gathered, loaded, and removed four (4) additional fallen trees.
• Hauled away and properly disposed of all logs, limbs, brush, and debris.
• Performed a final cleanup, leaving the property clean and safe.

Hazardous Tree Removal, Crane Services, Fallen Tree Removal, Debris Hauling & Final Cleanup.

Original Contract Amount: $7,500.00
Customer Discount: ($500.00)
Total Amount Due: $7,000.00

All work was completed using professional equipment and industry safety standards. All debris was hauled away and the property was left clean upon completion.

TOTAL $7,000.00

Thank you

TERMS & CONDITIONS
Payment is due upon completion of the job.

Michael Watson
SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Peoples Place Enterprises,LLC	Legal
People's Place Enterprise,LLC	Previous Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1128694
Status:	Good Standing
Effective Date:	09/25/2017
State of Incorporation:	Mississippi
Principal Office Address:	110 Red Oak Street Jackson , MS 39213

Registered Agent

Name

Rodderick demon Stutts
4619 nordell drive
jackson, MS 39206

Officers & Directors

Name	Title
Rodderick demon stutts Jr 4619 nordell drive jackson, MS 39206	Manager
Tenisha nicole stutts 4619 nordell drive jackson, MS 39206	Vice President

19

OFFICE OF THE CITY ATTORNEY

ORDER RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE BUREAU OF JUSTICE ASSISTANCE FOR THE FY 2026 LOCAL LAW ENFORCEMENT CRIME GUN INTELLIGENCE CENTER INTEGRATION INITIATIVE GRANT REQUESTING AN AWARD OF $300,000.00

WHEREAS, the City of Jackson, on behalf of the Jackson Police Department (JPD), recommends the governing authority ratify the JPD's grant application submission for the Bureau of Justice Assistance (BJA) FY 2026 *Local Law Enforcement Crime Gun Intelligence Center Integration Initiative* (CGIC) for a requested award of $300,000.00; and,

WHEREAS, because the October 01, 2026, application deadline preceded the City Council's next regularly scheduled meeting, the JPD timely submitted an application to the BJA, and now recommends that the governing authority ratify the submission, with the understanding that, if the grant is awarded, JPD will return to the City Council for approval to accept the award; and,

WHEREAS, the grant funds will support the JPD to enhance its investigative, prosecutorial resources, and quantitative measures and strategies based on prior research and best practices, and to increase relationships with outside organizations and partners; and,

WHEREAS, the JPD proposes to allocate the funding under Category 1 of the application to support the development of the Evidence-Driven Gun Enforcement (EDGE) Unit, a specialized investigative function designed to connect shootings, recovered firearms, ballistic intelligence, firearm tracing information, known offenders, locations, and related criminal activity to identify and disrupt individuals and networks associated with recurring gun violence; and;

WHEREAS, grant funds will support a partnership between the JPD and the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) to use intelligence, technology, and community engagement to identify crime guns and their sources and to prosecute offenders effectively; and,

WHEREAS, the JPD is requesting a grant amount of **$300,000.00**; however, the Department represents that it cannot provide a definitive date range in the performance period at this time. The Notice of Grant Funding Opportunity identifies the grant as a 24-month grant and references October 01, 2026 as the expected start date. Thus, the actual performance period cannot be confirmed until the formal grant agreements are received and executed; 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 ratifying the Mayor's submission of the *BJA FY 2026 Local Law Enforcement CGIC Integration Initiative* application and, if awarded, to accept the grant; and,

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

Agenda Item No. 19
October 6, 2026
(Brackney, Horhn)

IT IS THEREFORE ORDERED that the governing authorities hereby ratify and approve the submission of the grant application by the Jackson Police Department for the BJA FY 2026 *Local Law Enforcement Crime Gun Intelligence Center Integration Initiative Grant* for the requested amount of **$300,000.00**.

IT IS FURTHER ORDERED that if the grant is awarded, the Jackson Police Department shall return to the City Council for approval before the City accepts the award, expends any grant funds, or incurs any obligation related to the award.

APPROVED FOR AGENDA:_____
DATE:_____
By: BRACKNEY, HORHN

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE; September 22, 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER RATIFYING AND AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE BUREAU OF JUSTICE ASSISTANCE FOR THE BUREAU OF JUSTICE ASSISTANCE (BJA) FY 2026 LOCAL LAW ENFORCEMENT CRIME GUN INTELLIGENCE CENTER INTEGRATION INITIATIVE GRANT REQUESTING AN AWARD OF $300,000.00, AND, IF AWARDED, AUTHORIZING THE MAYOR TO ACCEPT THE GRANT AND TO EXECUTE THE GRANT AGREEMENT AND RELATED GRANT DOCUMENTS
2.	**Public Policy Initiative** 1. **Youth & Education** 2. **Crime Prevention** 3. **Changes in City Government** 4. **Neighborhood Enhancement** 5. **Economic Development** 6. **Infrastructure and Transportation** 7. **Quality of Life**	Crime Prevention
3.	**Who will be affected**	City of Jackson
4.	**Benefits**	The Jackson Police Department's objective is to utilize funding of the FY 2026 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative Grant for the expansion of JPD's CGIC Unit, to enhance the conviction rate, solve cold cases of gun crimes, and solve any cases of violent gun crimes with the assistance of our ATF partners and other resources. This plan will include quantitative measures, strategies based on prior research and best practices, and increase relationships with outside organizations and partners.
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** ☐ ☐	$300,000.00
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A AABE _____% WAIVER yes ___ no ___ N/A WBE _____% WAIVER yes ___ no ___ N/A HBE _____% WAIVER yes ___ no ___ N/A NABE _____% WAIVER yes ___ no ___ N/A

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OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE BUREAU OF JUSTICE ASSISTANCE FOR THE FY 2026 LOCAL LAW ENFORCEMENT CRIME GUN INTELLIGENCE CENTER INTEGRATION INITIATIVE GRANT REQUESTING AN AWARD OF $300,000.00** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure 9/25/26

Sondra Moncure, *Special Assistant* **Date**
Chelsea Chicosky, *Deputy City Attorney* Chelsea A Chicosky

JACKSON POLICE DEPARTMENT
Dr. RaShall Brackney, Chief of Police

Memorandum

To: **John Horhn, Mayor**

From: **RaShall Brackney, Chief of Police** 9.21.26

Date: **Tuesday, September 21, 2026**

Subject: **FY 2026 LOCAL LAW ENFORCEMENT CRIME GUN INTELLIGENCE CENTER INTEGRATION INITIATIVE (CGIC) GRANT**

The Jackson Police Department's is applying to the Department of Justice Bureau of Justice Assistance FY26 CGIC expansion program in the amount of $300,000.00 to support the expansion of the existing CGIC program. The objective is to utilize funding of the FY 2026 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative Grant for the expansion of JPD's CGIC Unit, to enhance the conviction rate, solve cold cases of gun crimes, and solve any cases of violent gun crimes with the assistance of our ATF partners and other resources. This plan will include quantitative measures, strategies based on prior research and best practices, and increase relationships with outside organizations and partners.

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

Signature

Immediate Supervisor / Date Comments:

Approval to Apply for Grant Form

Request by: _Mary Manogin
Department/Program: _JPD
Date of Request: 9.21.26

Grant Inforation

Grantor/Funding Agency:	DEPT. OF JUSTICE BUREAU OF JUSTICE ASSISTANCE (BJA)
Grant Title/Opportunity:	FY 2026 LOCAL LAW ENFORCEMENT CRIME GUN INTELLIGENCE CENTER INTEGRATION INITIATIVE
Application Due Date:	10.01.2026
Maximum Award Amount:	$300,000.00
Match Requirement (if any):	$ N/A or %

Project Information

Project Title:	CITY OF JACKSON (MS) POLICE DEPARTMENT CGIC EXPANSION
Brief Project Description (2–3 sentences):	JPD IS PROPOSING TO EXPAND IT'S EXISITING CGIC PROGRAM BY DEVELOPING A SPECIALIZED TASK FORCE. EVIDENCE DRIVEN GUN ENFORCEMENT (EDGE) UNIT
Total Project Cost:	$ 300,000
	$

Organizational Impact

Fits within strategic priorities/mission	YES
Staffing capacity available to manage project & reporting	YES
Current budget has approproated (match, indirect, ongoing costs)	100% GRANT FUNDED
Requires new hires or significant resource commitments	NO

Approvals

Prepared by (Grant Writer/Applicant):	Name: MARY MANOGIN	Signature:	Date: 9.21.26
Department/Program Director:	Name: RASHALL BRACKNEY	Signature:	Date: 9.21.26
Finance/Accounting Review:	Name: JILLIAN CALDWELL	Signature:	Date: 9.21.26
Mayor Approval (if required	Name:	Signature:	Date:
Board Approval (if required):	Name/Title:	Signature:	Date:

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

BJA FY 2026 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative

Grants.gov Funding Opportunity Number: O-BJA-2026-172701

Application Deadlines in Eastern Time (ET):

1. Complete SF-424 and submit in Grants.gov: **September 24, 2026, by 11:59 PM ET**
2. Submit full application in JustGrants: **October 1, 2026, by 8:59 PM ET**

BJA
Bureau of Justice Assistance
U.S. Department of Justice

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1. BASIC INFORMATION

Purpose of the Funding

The Office of Justice Programs (OJP) is committed to advancing work that furthers the U.S. Department of Justice's (DOJ) mission to keep our country safe and secure and uphold the rule of law and protect the rights of American citizens. OJP provides federal leadership, funding, and other critical resources to directly support law enforcement, combat violent crime, protect American children, provide services to American crime victims, and address public safety challenges, including human trafficking and the opioid crisis.

This is a notice of funding opportunity (NOFO) for the **FY 2026 Local Law Enforcement Crime Gun Intelligence Center (CGIC) Integration Initiative**. In collaboration with DOJ's Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), the Local Law Enforcement Crime Gun Intelligence Center Integration Initiative supports law enforcement agencies to establish and expand CGICs to address firearm-related crime. CGICs are an interagency collaboration focused on the timely collection, management, and analysis of crime gun evidence, such as cartridge casings and semiautomatic handguns, using ATF's National Integrated Ballistic Information Network (NIBIN) and Electronic Tracing System (eTrace). This initiative assists local law enforcement in utilizing intelligence and technology, swiftly identifying crime guns and their sources, and effectively prosecuting perpetrators.

Eligible applicants may apply under one of the following categories:

Category 1: Expansion of an Existing CGIC

Category 1 supports local law enforcement agencies with established CGICs to enhance their operational effectiveness. Successful applicants will demonstrate a strong track record of using ballistic evidence to solve violent crimes, including documented NIBIN inputs, leads generated, firearms recovered, and arrests made that directly improved public safety in their communities.

Category 2: Implementation of a New CGIC

Category 2 supports law enforcement agencies establishing CGICs for the first time to strengthen their ability to combat violent firearms crimes. Successful applicants will demonstrate a clear strategy for partnering with ATF to create a comprehensive system for collecting, analyzing, and acting on ballistic evidence and firearms intelligence.

Applicants of either category could propose a regional approach, by including surrounding jurisdictions as subgrantees or by providing them NIBIN access. The regional approach is strongly recommended for smaller rural jurisdictions to help demonstrate the need, and for larger jurisdictions as a justification for expansion.

Applicants must clearly state to which category they are applying and may not apply under both.

See the Eligible Applicants section for eligibility details.

Funding Details

Announcement Type	Initial
Assistance Listing Number	16.738
Statutory Authority	Pub. L. No. 90-351, Title I, Sec. 506(b) (codified at 34 U.S.C. § 10157(b)).
Grants.gov Opportunity Number	O-BJA-2026-172701
Competition ID Number	Category 1, C-BJA-2026-00019-PROD: Expansion of an Existing CGIC Category 2, C-BJA-2026-00020-PROD: Implementation of a New CGIC
Expected Total Amount of Funding	$3,000,000
Anticipated Number of Awards	Category 1: 3 Category 2: 3
Award Type(s)	Grant
Anticipated Award Amount	Category 1: up to $300,000 Category 2: up to $700,000
Expected Award Period(s)	Category 1: 24 months starting on October 1, 2026 Category 2: 36 months starting on October 1, 2026

Key Dates and Times

NOFO Release Date	August 17, 2026
SAM.gov Registration/Renewal	Begin the process by August 25, 2026, and no later than September 10, 2026
Step 1: Grants.gov Deadline	11:59 p.m. ET on September 24, 2026
Step 2: JustGrants Deadline	08:59 p.m. ET on October 1, 2026

See Questions? at the end of this NOFO for agency contact information.

2. ELIGIBILITY

Eligible Applicants

The types of entities that are eligible to apply are:

Government Entities

- State governments

- County governments
- City or township governments
- Special district governments
- Native American Tribal governments (federally recognized)
- Native American Tribal governments (other than federally recognized)

Other

- Other units of local government
- State, local, and Tribal law enforcement agencies, including prosecutors' offices

"Other" Entities Definition:

State Government Entities: For the purposes of this NOFO, "state" means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

Other Units of Local Government: For the purposes of this NOFO, other units of local government include towns, boroughs, parishes, villages, or other general purpose political subdivisions of a state.

Cost Sharing (Match) Requirement: This NOFO does **not** require cost sharing (match).

Limit on Number of Applications: An applicant may only submit one application in response to this NOFO. Each application should apply to only one category of the NOFO.

An entity may be proposed as a subrecipient in more than one application.

If a project will be carried out by two or more entities (project partners), only one entity may submit the application. The other entities (project partners) must be proposed as subrecipients rather than co-applicants. An entity may be proposed as a subrecipient in more than one application. For additional information regarding subawards, see the Application Resource Guide.

Additional Eligibility Factors

Certifications: You must submit the following certifications. See Additional Application Components for how to submit.

Certification Required (state or local government applicants): To obtain a grant under this program, a state or local government entity must submit a certification (using only the template provided in Appendix 1 entitled "Certification by the Chief Executive Officer (or senior official) of the Applicant Government." Tribal government entities and educational organizations (e.g., public or state-controlled institutions of higher education) are not required to submit this certification. This certification is a basic

minimum requirement of this funding opportunity, such that applications from applicants that are required to submit it and fail to do so, will be denied.

Also, such applicants should anticipate that awards to state or local government entities under this NOFO will include an award condition addressing compliance with 8 U.S.C. § 1373.

Required Partnership: Applicants must obtain a letter of support from your local ATF Field Division; this is required if you are applying for either category 1 or 2. See the Additional Application Components section of the NOFO.

3. PROGRAM DESCRIPTION

Statutory Authority

Pub. L. No. 90-351, Title I, Sec. 506(b) (codified at 34 U.S.C. § 10157(b)). The Edward Byrne Memorial Justice Assistance Grant (JAG) Program authorization provides that up to 5 percent of the funds available to carry out subpart 1 of Title I, Part E of the Omnibus Crime Control and Safe Streets Act of 1968 may be granted, among other reasons, for one or more of the purposes specified in 34 U.S.C. § 10152 upon a determination that it is necessary "to combat, address, or otherwise respond to precipitous or extraordinary increases in crime, or in a type or types of crime." 34 U.S.C. § 10157(b)(1).

Agency Funding Priorities

To help meet its mission, OJP may give priority consideration to applications proposing (as applicable within the scope of this NOFO) projects designed to advance the goals listed below:

(a) Directly supporting law enforcement operations (including immigration law enforcement operations);
(b) Combatting violent crime;
(c) Supporting services to American citizens;
(d) Protecting American children; and
(e) Supporting American victims of trafficking and sexual assault.
(f) State/local law enforcement efforts that are coordinated with federal law enforcement efforts (including immigration law enforcement efforts)—at minimum as shown by—

(1) compliance with 8 U.S.C. § 1373, which provides that state and local government entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity; and

(2) having in place a statute, ordinance, rule, regulation, policy, or practice that is designed to ensure both (A) that agents of the United States acting under color of federal law in fact are given access to any pertinent correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States; and (B) that, when any such facility receives from the U.S. Department of Homeland Security a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility in fact will honor such request and (as early as practicable) provide the requested notice to such Department.

Priority consideration will also be given under this NOFO for state/local law enforcement efforts that are coordinated with federal law enforcement efforts through: (i) established and full participation in, or (ii) commitment to enter into and fully participate in a 287(g) partnership and/or a Homeland Security Task Force (HSTF). To request priority consideration, applicants must provide a letter of support from DOJ through the U.S. Attorney's Office's Lead HSTF Attorney (for the applicable HSTF), certifying the applicant is currently or intends to participate in HSTF activities or major DOJ operations; with respect to a 287(g) partnership, the applicant must provide documentary evidence that it is already an established 287(g) partner, or else, evidence of a bona fide commitment to engage in such a partnership.

Note: Addressing these priorities is one of many factors that OJP considers in making funding decisions. Receiving priority consideration does not guarantee funding.

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

1. Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.
2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations that (1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.
3. As specified in the DOJ Grants Financial Guide, in Chapter 3.13 "Unallowable Costs" ("Legal Services for Aliens"), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States

shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply: (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

Goals and Objectives of This Funding Opportunity

Goal 1: Timely identification, arrest, and prosecution of armed violent offenders.

- **Objective 1:** Develop leads through NIBIN.
- **Objective 2:** Test fire and trace all crime guns apprehended through eTrace.
- **Objective 3:** Increase clearance rates for non-fatal shooting and homicide cases.
- **Objective 4:** Decrease the number of shootings in a community.
- **Objective 5:** Expand access to NIBIN through a regional approach by including surrounding jurisdictions.

For a description of how awards under this NOFO will contribute to achieving these goals and objectives, see the Performance Reports section below.

Expected Outcomes

OJP expects recipients to submit deliverables and performance reports, as described below. Read the Application Resource Guide for more information. OJP will measure success by reviewing a recipient's submission of performance reports and data and the extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

Deliverables

Recipients will be expected to submit the following:

- A final report that documents the process, outcomes, evaluation findings, and lessons learned.
- A completed application for ATF's CGIC Certification. All successful applicants that receive awards must apply for CGIC certification from ATF's Firearms Operation Division to demonstrate the dedication and understanding of the effective use for CGI in a violent crime reduction strategy. Additional information on ATF's certification can be found at https://crimegunintelcenters.org/atf/.

Performance Reports

OJP requires recipients to submit regular performance reports that communicate progress toward achieving Program Goals and Objectives. Read information on performance reporting. A list of performance measure questions for this funding opportunity can be found at: https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/CGIC-Measures.pdf. Award recipients will receive further guidance on post award reporting requirements.

4. APPLICATION CONTENTS AND FORMAT

Application Contents List

OJP will only consider applications that contain all required parts, which are marked *Required* below. Refer to the DOJ Grant Application Submission Checklist for application instructions.

Application Item	Submission Type
Step 1: Grants.gov	
Application for Federal Assistance: SF-424 *Required*	Online Form
Step 2: JustGrants	
Standard Applicant Information *Required*	Online Form
Proposal Abstract	Text Box
Data Requested With Application • Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status) • Agency Funding Priorities Inventory	Online Form
Proposal Narrative *Required*	Attachment
Budget *Required*	Online Form
Other Budget/Financial Attachments • Indirect Cost Rate Agreement (if applicable) • Consultant Rate (if applicable) • Limitation on Use of Award Funds for Employee Compensation for Awards Over $250,000; Waiver (if applicable) • Disclosure of Process Related to Executive Compensation (if applicable)	Attachment
Memorandum of Understanding	Attachment
Additional Application Components • Curriculum Vitae or Resumes • Tribal Authorizing Resolution (if applicable) • Letter of Support ATF Field Division *Required*	Attachment

Application Item	Submission Type
• Additional Letters of Support • Certification by the Chief Executive Officer (or senior official) of the Applicant Government **applicant state or local government entities only** ***Required***	

In addition to the items marked ***Required*** in the table above, the following are considered basic minimum requirement elements that are considered in the responsiveness review:

- The application is submitted by an eligible applicant.
- The requested award amount does not exceed the award ceiling.
- The application is responsive to the scope of the NOFO.

Standard Applicant Information *Required*

Review and edit as needed the information imported from the SF-424 submitted in Grants.gov. Add ZIP codes for areas affected by the project.

Proposal Abstract

In JustGrants, enter a proposal abstract (limited to 2,000 characters) summarizing the proposed project. As abstracts for funded projects are public, do not include any personally identifying information (e.g., staff names). The abstract should include the following information:

- The name of the applicant's proposed project and which category they are applying under.
- The purpose of the proposed project (i.e., what the project will do and why it is necessary).
- Where the project will take place (i.e., the service area, if applicable).
- Who will be served by the project (i.e., who will be helped or have their needs addressed by the project).
- What activities will be carried out to complete the project.
- The subrecipient(s)/partner organizations or entities, if known.
- Deliverables and expected outcomes (i.e., what the project will achieve).

View an example of a proposal abstract.

Data Requested With Application

Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

Review information on this questionnaire.

Agency Funding Priorities Inventory

Applicants seeking priority consideration under the Agency Funding Priorities section should answer the inventory questions in their entirety in the web-based form in JustGrants.

Proposal Narrative *Required*

Format of the Proposal Narrative

Submit the narrative as an attachment in JustGrants. The document should:

- Be double-spaced, using a standard 12-point size font
- Have no less than 1-inch margins
- Have numbered pages
- Not to exceed 10 pages

Tables, charts, and graphs can be included in the narrative using a legible font smaller than 12-point size and will count toward the page limit.

If the Proposal Narrative does not follow this format, OJP may reduce the score/ranking of the application.

Sections of the Proposal Narrative

The Proposal Narrative must include the four sections listed below. If you want priority consideration, the Proposal Narrative must state which priority(ies) your project will advance and describe how it will do so.

1. Description of the Need (5% of application score): What critical issue or problem do you propose to address with this project? For both Categories 1 and 2, the applicant must clearly identify how the funding will directly address a precipitous or extraordinary increase in violent firearm-related crime in its jurisdiction. Please include:

- The violent crime rate based on population.
- The number of nonfatal shootings for the past two years.
- The number of homicides resulting from illegal firearms for the past two years.
- The need for additional resources, such as personnel, equipment, technology, and training, to support enhanced crime gun intelligence.
- A brief explanation of the need, gap, or issue to be addressed by the proposed project.
- Supporting information, data, or evidence to demonstrate the need's existence, size, and impact on the target population and community.
- How the need relates to the purpose of the NOFO.

2. Project Goals and Objectives (15% of application score): How will the proposed project address the need identified and address the purpose of the NOFO? Please include:

- Project goals (goals are broad, visionary statements on what you hope to accomplish) that reflect how the CGIC business model will be implemented and/or improved, as well as how partners will be engaged in the process.

- Project objectives (objectives are specific outcomes you plan to achieve through project activities) that detail measurable outcomes, such as increased clearance rates and efficient collection and processing of evidence.
- How your project goals and objectives relate to the goals and objectives of the funding opportunity, specifically as they relate to the principles and practices of CGICs.

3. Project Design and Implementation (35% of application score): How will you implement project activities that meet the project goals and objectives? Please include:

- What activities you will conduct to achieve the proposed goals and objectives. Award recipients will be expected to implement the CGIC business model by:
    - Consistently collecting all ballistic evidence (shell casings and crime guns) regardless of the severity of the crime being investigated.
    - Utilizing NIBIN and eTrace in a timely manner.
    - Establishing a dedicated investigative team that coordinates efforts.
    - Using forensic technology to drive investigations and prosecutions.
    - Working with prosecutors to review evidence to determine whether state or federal prosecution should be pursued.
    - Tracking outcomes of CGIC related cases.
    - Providing feedback to the officers on successful outcomes that were a result of their collection of gun ballistic evidence.
    - Holding meetings that include ATF, local and tribal police, local crime laboratories, probation and parole, prosecuting attorneys, U.S. Attorneys' Offices (USAOs), intelligence research specialists, crime analysts, community groups, and academic organizations.
    - Creating a mechanism to share CGI among partner agencies.
- Define the following:
    - How you will deliver or complete those activities.
    - When the activities will take place.
    - Who in your organization will staff the activities, including key staff.
    - Who will participate in and benefit from the activity.
    - What deliverables, reports, and other items will be produced as part of the project.
- For Category 1: Expansion of an Existing CGIC, you should also include:
    - The number of casings inputted into NIBIN in a timely manner.
    - The number of acquisitions.
    - The number of NIBIN leads.
    - The number of recovered firearms tests fired.
    - The number of firearms submitted to eTrace.
    - The number of arrests based on intelligence from a NIBIN lead.
    - The number of convictions based on intelligence from a NIBIN lead.
- For Category 2: Implementation of a New CGIC, you should also include:
    - A plan describing how you will work with ATF to collaborate on the immediate collection, management, and analysis of crime gun evidence such as shell casings and test fires of unlawfully used firearms that have been recovered. If

selected, the applicant will be required to develop a memorandum of understanding (MOU) with ATF outlining the development of a new CGIC.
    - A description of how this collaboration will use ATF's eTrace, NIBIN, and, if applicable for the site, the NIBIN National Correlation and Training Center (NNCTC); and how you will develop strategies working with partner agencies to identify the trafficking of crime guns, straw purchasers, and corrupt federal firearm licensees.
    - A plan to establish collaborative meetings with local, state, and federal partners to review intelligence and information on recent shootings and NIBIN leads.
- If you plan to use subrecipients to help conduct the project, please name them (if they are known) or describe how you will identify them. Please describe their role in conducting project activities.

4. Capabilities and Competencies (30% of application score): What administrative and technical capacity and expertise do you bring to successfully complete this project? Please include:

- A short description of your capacity to deliver the proposed project and meet the post-award requirements, if funded.
- A description of projects or activities your organization has conducted, or is currently conducting, that demonstrates your ability to undertake the proposed project activities.
- A summary of relevant experience of team members with key responsibilities for implementing the project.

Project Evaluations: An applicant that proposes to use award funds to conduct project evaluations must follow the guidance on project evaluations.

Budget and Associated Documentation

Budget (15% of application score) ***Required***

Use the Budget Detail Worksheet (Web-Based Form) to submit the budget. Read information on budget preparation and JustGrants Application Submission Training.

- List each cost needed to implement the project under the appropriate cost category.
- Clearly name and describe each cost.
- Show the computation of each cost (e.g., cost per unit, number of units, and total cost).
- Enter narrative, as needed, to explain the cost calculations and connection to your project goals, objectives, and activities.

- Include only costs that are reasonable, allocable, and necessary to implement the project. They must be allowable under the funding statute and agency requirements.[1]

Budget/Financial Attachments

- **Indirect Cost Rate Agreement (if applicable):** If the budget includes indirect costs calculated using a current, federally approved indirect cost rate, upload your indirect cost rate agreement. Read information about indirect costs.
- **Consultant Rate (if applicable):** Read information on limits to consultant rates and whether you need to request approval to exceed those limits.
- **Limitation on Use of Award Funds for Employee Compensation for Awards Over $250,000; Waiver (if applicable):** Read information on this limitation and to determine whether you need to submit a waiver.
- **Disclosure of Process Related to Executive Compensation (if applicable):** An applicant that is a nonprofit organization may be required to make certain disclosures relating to the processes it uses to determine the compensation of its officers, directors, trustees, and key employees. Read information about this disclosure and documentation to upload.

Memorandum of Understanding (MOU) and Supporting Documents

Attach a Memorandum of Understanding (MOU) or letter of intent between the applicant and each of the project partner(s). Read information on what to include in an MOU/letter of intent.

MOUs should be submitted as one separate attachment to the application. Unsigned draft MOUs may be submitted with the application, but you should describe in a cover page to the attachment why they are unsigned.

Additional Application Components

Attach these in JustGrants:

- **Curriculum Vitae or Resumes:** Provide resumes of personnel proposed to be funded under this grant.
- **Tribal Authorizing Resolution (if applicable):** Read information on whether you may need to submit a Tribal Authorizing Resolution.
- **Research and Evaluation Independence and Integrity Statement (if applicable):** Read information regarding whether you may need to submit this statement.
- **Letters of Support:** A letter of support is from an entity or individual that knows the applicant's work. The letter tends to speak to the applicant's capacity to implement their proposed project for the benefit of the community. It differs from

[1] See 2 C.F.R. Part 200, Subpart E and the DOJ Grants Financial Guide. Read information on unallowable costs that apply to all funding opportunities.

an MOU in that the entity is not committing staff, services, or supplies to help the applicant implement the project. Applicants should include, for each named supporting entity, a signed letter of support that outlines the supporting entity's reasons for supporting the project.

Each letter of support may include descriptions of the following:

- Relationship between the applicant entity and the supporting entity.
- Need for and benefits that would be gained from the project.
- Applicant's capacity to complete the proposed project.

Letters of support should be signed and submitted as one separate attachment to the application in JustGrants.

- **Letter of Support ATF Field Division (Required for both categories):** A letter of support from your local ATF Field Division is required for Category 1 and 2. If you are proposing to purchase a NIBIN machine or utilize the grant funds to implement the NIBIN Enforcement Support System plus record management system (NESS+ RMS) or eTrace DIRECT, the letter of support should reference those technologies and concurrence from ATF's Firearms Operation Division. Contact information for your local ATF Field Division can be found on ATF's website.
- **Certification by the Chief Executive Officer (or senior official) of the Applicant Government (Required for both categories)**

Disclosures and Assurances

Read the disclosures and assurances and complete them in JustGrants:

- Disclosure of Lobbying Activities
- Disclosure of Duplication in Cost Items (if applicable)
- DOJ Certified Standard Assurances
- DOJ Certifications
- Applicant Disclosure and Justification – DOJ High-Risk Grantees (if applicable)

5. SUBMISSION REQUIREMENTS AND DEADLINES

The DOJ Grant Application Submission Checklist provides instructions for how to submit your application by the deadlines. Executive Order (E.O.) 12372 (Intergovernmental Review of Federal Programs) does apply to this funding opportunity: read the Application Resource Guide for details. Read OJP's policy for applicants to request late submission due to technical difficulties, severe weather, or natural or manmade disasters.

6. APPLICATION REVIEW INFORMATION

The Application Resource Guide explains the responsiveness review, review criteria, and review and selection process, including risk review, and deciding official. Refer to the Application Contents List for all required application components and other basic minimum requirement elements that are considered in the responsiveness review. The Proposal Narrative and Budget sections of this NOFO indicates the weight of peer review criteria.

7. AWARD NOTICES

Read about the award notification process.

8. POST-AWARD REQUIREMENTS & ADMINISTRATION

Read the Application Resource Guide for more information about: standard award terms and conditions, administrative and national policy requirements, and post-award reporting requirements.

9. QUESTIONS?

NOFO Contact	Name: OJP Response Center Phone: 800-851-3420 or 202-353-5556 (TTY for hearing-impaired callers only) Email: OJP.ResponseCenter@usdoj.gov
SAM.gov Help Desk	Website: sam.gov/help Hours: 8 a.m.–8 p.m. ET, Monday–Friday (closed federal holidays)
Grants.gov Help Desk	Phone: 800-518-4726 Email: support@grants.gov Website: grants.gov/support Hours: 24 hours a day, 7 days a week (closed federal holidays)
JustGrants Help Desk	Phone: 833-872-5175 Email: JustGrants.Support@usdoj.gov Hours: 7:00 a.m.–9:00 p.m. ET, Monday–Friday and 9:00 a.m.–5:00 p.m. ET on Saturday, Sunday, and federal holidays.

APPENDIX 1

U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS

Certification by the Chief Executive Officer (or senior official) of the Applicant Government

On behalf of the applicant named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

(1) I am the chief executive officer of the State or local government ("the jurisdiction") of which the applicant entity named below is a part (or a senior official of the jurisdiction, with the legal authority to bind the same), I have received appropriate legal advice as to this certification, and I have the authority to make this certification on my own behalf as chief executive officer (or senior official) and on behalf of the jurisdiction and the applicant entity. I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.

(2) I have carefully reviewed (or have received pertinent legal advice concerning) 8 U.S.C. §§1373(a) & (b) and 1644, including the prohibitions on certain actions by State and local government entities, agencies, and officials regarding information on citizenship and immigration status.

(3) I (and the applicant entity) understand that, for purposes of this certification, the term "program or activity" means what it means under title VI of the Civil Rights Act of 1964 *(see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa *(cf.* 42 U.S.C. § 901(a)(2)).

(4) I (and the applicant entity) assure that the applicant entity (and its officials and other personnel) will comply with 8 U.S.C. §§ 1373 and 1644 in any "program or activity" receiving federal financial assistance under any award made by OJP pursuant to this application. I further certify that any subrecipient (at any tier) of such federal financial assistance (and its officials and other personnel) will also comply with 8 U.S.C. §§ 1373 and 1644.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 34 U.S.C. § 10271 or under 18 U.S.C. § 1001 or 1621, and may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729–3730 and §§ 3801–3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Executive Officer (or senior official) of the Applicant Government

Date of Certification

Printed Name of Chief Executive Officer (or senior official)

Title of Chief Executive Officer

Name of Applicant Government Entity

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OFFICE OF THE CITY ATTORNEY
9/29/2026

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FY2027 JOINT FUNDING AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR, U.S. GEOLOGICAL SURVEY FOR WATER RESOURCES INVESTIGATIONS

WHEREAS, the U.S. Geological Survey provides flow stage and discharge data monitoring on various creeks throughout the City through equipment and personnel; and

WHEREAS, the City uses the U.S. Geological Survey Water Resources Data Collection System for various planning, maintenance and emergency response functions; and

WHEREAS, the U.S. Geological Survey requires the City to pay a share of the operational costs for providing flow stage and discharge data monitoring to continue this service; and

WHEREAS, the terms of the agreement are as follows:

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for the collection of continuous stage and discharge data at two sites; high-flow stage and discharge data at seven sites; continuous stage at two stages; and annual peak stage and discharge at three sites, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $24,210 by the party of the first part during the period October 1, 2024 to September 30, 2025

(b) $95,720 by the party of the second part during the period October 1, 2024 to September 30, 2025

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

Agenda Item No. 20
October 6, 2026
(Anderson, Horhn)

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices).

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

The Technical Point of Contact for the USGS will be Richard Henry and their Billing Point of Contact will be My-Chae May.
The Technical Point of Contact for the City of Jackson will be Lorenzo Anderson, P.E., and the Billing Point of Contact for the City will be Cynthia Staffney.

WHEREAS, the U.S. Geological Survey has calculated the City share of the operational costs for October 1, 2026, to September 30, 2027, to be $95,720.00.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Joint Funding Agreement with the United States Department of the Interior, United States Geological Survey for the Water Resources Investigations.

IT IS FURTHER ORDERED that payment in the amount of $95,720.00 total to the United States Department of the Interior, U.S. Geological Survey, payable in quarterly installments pursuant to the terms of the Joint Funding Agreement, is authorized pursuant to the Joint Funding Agreement.

Office of the City Attorney

455 East Capitol Street
Post Office Box [illegible]
Jackson, Mississippi [illegible]
Telephone: (601) 960-1[illegible]
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
9/25/2026

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FY2027 JOINT FUNDING AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR, U.S. GEOLOGICAL SURVEY FOR WATER RESOURCES INVESTIGATIONS** is legally sufficient for placement in NOVUS Agenda.

DREW MARTIN, *City Attorney*

9/25/26
DATE

Terry Williamson, *Legal Counsel*

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET September 29, 2025

DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Order authorizing the Mayor to execute joint funding agreement for USGS stream gauge 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	6 Infrastructure and Transportation 7 Quality of Life
3.	**Who will be affected**	Residents and property owners along the Pearl River and various creeks that flow into the Pearl River in Jackson
4.	**Benefits**	Stream gauge and flow data
5.	**Schedule (beginning date)**	After approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	The portions of Jackson within the Pearl River watershed
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$95,720.00
9.	**Source of Funding** ▪ **General Fund** ■ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	001 45010 6417

Revised 2-04

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

MEMORANDUM

To: Hon. John A. Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: September 29, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an item requesting authorization to execute an agreement with the USGS for stream gaging data on several drainage channels. The agreement will cost $95,720.00 for Federal FY 2027, which is the same amount as FY2026, as well as, FY2025. The City has for many years entered into annual agreements with USGS to provide some funds for the operation and maintenance of river gauges on the Pearl River and a number of our major creeks in Jackson. These gauges have provided vital information needed for flood forecasting and flash flood assessment. This information is publicly available on the USGS website.

The Department of Public Works recommends approval of this agenda item. If you have any questions or comments, please do not hesitate to call me.

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Lower Mississippi-Gulf Water Science Center
640 Grassmere Park, Suite 100
Nashville, TN 37211

July 21, 2026

Mr. Terry Williamson
Legal Counsel
City of Jackson, MS
PO Box 2779
Jackson, MS 39207

Dear Mr. Williamson:

This is our standard joint-funding agreement between the U.S. Geological Survey Lower Mississippi-Gulf Water Science Center and City of Jackson, MS for negotiated deliverables (see attached), during the period October 1, 2026 through September 30, 2027 in the amount of $95,720 from your agency. U.S. Geological Survey contributions for this agreement are $24,210 for a combined total of $119,930. Please sign and return one fully-executed original to My-Chae May at gs-w-lmg_agreements@usgs.gov or mail to 3535 S. Sherwood Forest Blvd. Suite 120, Baton Rouge, LA 70816.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2026**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Richard Henry at (205) 723-8535 or email rhenry@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact My-Chae May at phone number (225) 298-5481 or gs-w-lmg_budget_finance_team@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Todd E. Baumann
Acting Director, LMG Water Science Center

Enclosure
27MLJFAMSDA089

DRAFT

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001499
Agreement #: 27MLJFAMSDA089
Project #:
TIN #: 64-6000503

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of October 1, 2026, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Jackson, MS party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $24,210 by the party of the first part during the period October 1, 2026 to September 30, 2027

(b) $95,720 by the party of the second part during the period October 1, 2026 to September 30, 2027

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices)

DRAFT

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001499
Agreement #: 27MLJFAMSDA089
Project #:
TIN #: 64-6000503

9. Billing for this agreement will be rendered **quarterly.** Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name:	Richard Henry Assistant Center Director, LMGWSC
Address:	205 Hackberry Lane Tuscaloosa, AL 35487
Telephone:	(205) 723-8595
Fax:	(n/a)
Email:	rhenry@usgs.gov

Customer Technical Point of Contact

Name:	Terry Williamson Legal Counsel
Address:	PO Box 2779 Jackson, MS 39207
Telephone:	(601) 960-2287
Fax:	(n/a)
Email:	twilliamson@jacksonms.gov

USGS Billing Point of Contact

Name:	My-Chae May Budget Analyst
Address:	3535 South Sherwood Forest Blvd Suite 120 Baton Rouge, LA 70816
Telephone:	(225) 298-5481
Fax:	(n/a)
Email:	gs-w-lmg_agreements@usgs.gov

Customer Billing Point of Contact

Name:	Terry Williamson Legal Counsel
Address:	PO Box 2779 Jackson, MS 39207
Telephone:	(601) 960-2287
Fax:	(n/a)
Email:	twilliamson@jacksonms.gov

U.S. Geological Survey
United States
Department of Interior

Signature

By _____ **Date:** 08/17/2026
Name: Todd E. Baumann
Title: Acting Director, LMG Water Science Center

City of Jackson, MS

Signatures

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

DRAFT

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
National Water Center
27 Kirkbride Lane
Tuscaloosa, AL 35401

July 21, 2026

Proposed 2027 USGS/City of Jackson, MS Streamgaging Program

City of Jackson, MS

Attachment for 27AILJFAMSDA063
2026-10-01 to 2027-09-30

SURFACE WATER

SITE Collection Description	FUNDS USGS	 COOP	 TOTAL
02485650 PURPLE CREEK AT JACKSON, MS Stage, Measurement, Crest Stage Gage	$820	$1,850	$2,700
02485700 HANGING MOSS CREEK NR JACKSON, MS Discharge, Continuous, High-flow only	$3,650	$7,410	$11,060
02485714 WHITE OAK CREEK NEAR TOUGALOO, MS Stage, Measurement, Crest Stage Gage	$820	$1,880	$2,700
02485720 WHITE OAK CREEK AT WESTBROOK ROAD AT JACKSON, MS Stage, Continuous, Annual Peak Q		$11,060	$11,060
02485735 PEARL RIVER AT HWY 25 AT JACKSON, MS Full Range Streamflow Station	$3,500	$12,200	$15,700
02485777 EUBANKS CREEK AT EAGLE AVENUE AT JACKSON, MS Discharge, Continuous, High-flow only		$11,060	$11,060
02485800 EUBANKS CREEK AT JACKSON, MS Discharge, Continuous, High-flow only	$3,650	$7,410	$11,060
02485810 BELHAVEN CREEK AT RIVERSIDE DRIVE AT JACKSON, MS Stage, Continuous		$8,440	$8,440
02485820 BELHAVEN CREEK AT LAUREL STREET AT JACKSON, MS Stage, Continuous		$8,440	$8,440
02485950 TOWN CREEK AT JACKSON, MS Discharge, Continuous, High-flow only	$3,650	$7,410	$11,060
02486000 PEARL RIVER AT JACKSON, MS Full Range Streamflow Station		$1,830	$1,830
02486100 LYNCH CREEK AT JACKSON, MS Discharge, Continuous, High-flow only	$3,650	$7,410	$11,060
02486115 THREE MILE CREEK AT JACKSON, MS Stage, Measurement, Crest Stage Gage	$820	$1,880	$2,700
02486350 CANY CREEK AT JACKSON, MS Discharge, Continuous, High-flow only	$3,650	$7,410	$11,060
Total:	$24,210	$95,720	$119,930
GRAND TOTAL:	$24,210	$95,720	$119,930

Funding for the operation and maintenance of these stations includes backup data transmissions using NOAA/GOES satellites and additional Iridium satellites as well as repairs due to equipment failure, natural disaster, and vandalism. It also includes periodic calibration visits, publication of the real-time data on USGS websites, and long-term archival of the stream data.

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OFFICE OF THE CITY CLERK
OCT 30 2026

ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT FOR ENGINEERING SERVICES WITH CIVILTECH, INC. FOR THE CITY OF JACKSON 2023 ARTERIAL STREET RESURFACING PROJECTS, ADDING CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE BEASLEY ROAD/NW INDUSTRIAL PARKWAY/NW PROGRESS PARKWAY RESURFACING PROJECT

WHEREAS, the City of Jackson, Mississippi (the "City") and CiViLTech, Inc. ("CiViLTech"), having its principal place of business at 5420 Executive Place, Jackson, Mississippi 39206, are parties to the Agreement for Engineering Services for the City of Jackson 2023 Arterial Street Resurfacing Projects dated September 25, 2023 (the "Original Agreement"), under which CiViLTech provided design and bidding-phase engineering services for five street resurfacing project sites (each a "Project Site"), including the NW Industrial Parkway and Beasley Road Project Sites; and

WHEREAS, the Original Agreement needs to be amended to provide for construction engineering and inspection services during the construction and post-construction phases of the Beasley Road/NW Industrial Parkway/NW Progress Parkway Resurfacing Project; and

WHEREAS, the Original Agreement recites that the City retained CiViLTech for design engineering, construction engineering, and inspection services, and Exhibit F to the Original Agreement provides that a separate construction engineering services agreement will be submitted at a later date, such that construction engineering and inspection services were within the contemplation of the parties when the Original Agreement was awarded; and

WHEREAS, the City desires that CiViLTech provide construction engineering and inspection services for the CE&I Project (the "CE&I Services"), and the City and CiViLTech have negotiated Amendment No. 1 to the Original Agreement (the "Amendment"), under which the CE&I Services will be governed by the EJCDC® E-500 (2020) Agreement Between Owner and Engineer for Professional Services, as modified by the parties, together with its Exhibits A, D, E, G, and J and Appendices 1, 2A, and 2B, as modified (collectively, "Exhibit F-1"), rather than by a separate agreement; and

WHEREAS, Section 11 of the Original Agreement permits amendment only by a formal written amendment duly executed by both parties upon official authorization first duly obtained from the City's governing authorities, and the Amendment will be effective upon execution by both parties following that authorization; and

WHEREAS, the Amendment defines the "Agreement" as the Original Agreement as amended by the Amendment, including all of its exhibits and Exhibit F-1; defines the "Design Services" as the services described in Sections 1 through 3 and Exhibits A and B of the Original Agreement; and defines the "Design Documents" as all drawings, specifications, PS&E packages, addenda, reports, calculations, survey data, geotechnical data, quantity computations, estimates, and other documents prepared by or for CiViLTech in performing the Design Services, in every form, including native electronic files; and

WHEREAS, the Amendment adds Exhibit F-1 to the list of exhibits made part of the Original Agreement and incorporates it into the Agreement as fully as if set forth in its body; provides that Exhibit F-1 is not separately executed, that its signature page is not used, and that the parties' execution of the Amendment constitutes their agreement to Exhibit F-1; and amends Exhibit F of the Original Agreement to provide that construction engineering and inspection services for any other Project Site

will be provided, if at all, only under a further amendment or a separate agreement authorized by the City's governing authority, and that the City is not obligated to retain CiViLTech for such services at any other Project Site; and

WHEREAS, the Amendment provides that, within Exhibit F-1, "Owner" means the City, "Engineer" means CiViLTech, "Effective Date" means the effective date of the Amendment, "Project" means the CE&I Project, and "the Agreement" means the Agreement as a whole; that Paragraph 8.02.A of Exhibit F-1 (Total Agreement) is of no effect, so that the Agreement as a whole, and not Exhibit F-1 alone, is the entire agreement of the parties; and that Section 11 of the Original Agreement governs amendment of the Agreement, including Exhibit F-1; and

WHEREAS, the Amendment provides that Exhibit F-1 governs the CE&I Services in their entirety and that the Original Agreement, as amended, governs the Design Services and the Design Documents; that no provision of Exhibit F-1 limits, reduces, waives, releases, or otherwise affects CiViLTech's obligations or liabilities with respect to the Design Services or the Design Documents, or any right, remedy, claim, or defense of the City concerning them; and that, without limitation, the provisions of Exhibit F-1 concerning damages for delay, standard of care, certifications, limitations on responsibility for Constructors and the decisions of others, bonding, insurance, and legal advice, ownership and use of documents, environmental condition of the Site, percentage share of negligence, Construction Phase responsibility and decision standards, and the Notice of Acceptability of Work apply only to the CE&I Services and not to the Design Services or the Design Documents; and

WHEREAS, the Amendment provides that Paragraphs 8.06 through 8.17 of Exhibit F-1 (Mississippi public contract provisions), Paragraphs 6.11 and 8.09 (records retention and access), Paragraph 6.12.A (notices), and Exhibit G of Exhibit F-1 (insurance) apply to the Agreement as a whole, including the Design Services; that Paragraphs 8.06 through 8.17 control over any conflicting provision of the Agreement; that Paragraphs 6.11 and 8.09 supersede Section 10 of the Original Agreement to the extent they provide a longer retention period or broader access; that Exhibit G supersedes Section 6 of the Original Agreement as to all coverages, subject to new Section 15.5 of the Original Agreement; and that, where Exhibit F-1 and the Original Agreement both address a subject and the Amendment does not resolve which governs, the provision more protective of the City governs; and

WHEREAS, under Exhibit F-1 CiViLTech will provide Construction Phase and Post-Construction Phase services for the CE&I Project, including management of engineering services, general administration of the Construction Contract as the City's representative, and all duties assigned to "Engineer" in the Construction Contract documents, the Study and Report, Preliminary Design, Final Design, and Bidding/Proposal Phases being not applicable; and

WHEREAS, CiViLTech may begin rendering the CE&I Services upon the effective date of the Amendment; and

WHEREAS, CiViLTech will furnish a Resident Project Representative ("RPR"), to be named in Exhibit D to Exhibit F-1, to observe and inspect the Work, providing full-time representation whenever the contractor is performing Work at the Site, including night and weekend work required by the Construction Contract documents, over a continuous 120-day construction period not to exceed 734 hours, and will furnish such additional qualified inspection personnel as are needed when milling and paving proceed simultaneously at separate locations, within the not-to-exceed amount for Basic

Services; CiViLTech may not remove, replace, or reassign the RPR without the City's prior written approval, except upon the RPR's death, disability, or voluntary termination of employment, and must obtain the City's written approval of any replacement of equal or better qualifications; the City may require removal of the RPR upon written notice stating its reasons; and RPR services beyond the stated hours or construction period are Additional Services requiring an amendment; and

WHEREAS, the RPR's duties include serving as liaison with the contractor; receiving and transmitting submittals and requests for information; reporting defective Work and Work incompatible with the design concept; observing tests, inspections, and start-ups; maintaining orderly Site files; preparing daily reports sent to the City not less than weekly and with each invoice; photographing or video-recording the Work daily; furnishing periodic progress reports; reviewing payment applications against the schedule of values and the quantity records; preparing punch lists; and collecting and verifying material delivery tickets at the point of placement and performing yield checks; and the RPR may not authorize any deviation from the Construction Contract documents or any substitution, undertake any responsibility of a Constructor, direct means, methods, sequences, or safety, authorize occupancy, or accept for payment any quantity the RPR has not personally observed or verified from contemporaneous records; and

WHEREAS, CiViLTech's Construction Phase services include visits to the Site by the Senior Engineer or Principal Engineer at intervals appropriate to the Work, and not less than once per week while Work is in progress, with a written report of each visit; scheduling and coordinating the materials testing procured under the Construction Contract, observing sampling, maintaining a log of test locations and results, and notifying the City and the contractor in writing within one business day of any failing result; conducting the pre-construction conference; reviewing and accepting the contractor's schedules; establishing baselines and benchmarks; furnishing technical information for permits delegated to the contractor; giving written notice of defective Work with recommendations; rendering written clarifications and interpretations of requests for information within five business days, or any shorter time the Construction Contract requires; acting on submittals, including asphalt mix designs, job-mix formulas, and traffic control plans, within ten days of receipt unless the Construction Contract requires a shorter time; acting on change proposals within 30 days after receipt of the contractor's supporting data; responding to differing site conditions; issuing Field Orders; and reviewing certificates of inspections and tests; and

WHEREAS, CiViLTech will recommend Change Orders and Work Change Directives stating the reason for the change, the basis for the price and time adjustment, including an independent check of unit prices and quantities, and whether the change arises from the Design Documents; CiViLTech has no authority to bind the City to any Change Order or Work Change Directive, each of which requires such approval of the City's governing authority as Mississippi law and City policy require; and CiViLTech's action on any change proposal that involves the Design Documents is a recommendation to the City only; and

WHEREAS, CiViLTech will measure and document all unit-price quantities as the Work progresses, including collecting, verifying, and reconciling each day's material delivery tickets against quantities placed, measuring milled and paved areas, performing yield checks and reporting any variance exceeding five percent (5%) to the City within one business day, and maintaining a quantity record by bid item and location that supports every quantity in each recommendation of payment; will

not recommend payment for any unit-price quantity not supported by that record; and, before recommending final payment, will prepare a final quantity reconciliation by bid item explaining any variance exceeding ten percent (10%); and

WHEREAS, CiViLTech will also photograph or video-record the Site and adjacent curbs, gutters, driveways, sidewalks, utility structures, and visible private improvements before Work begins; observe the contractor's maintenance of traffic for conformance with the approved traffic control plan, the Construction Contract documents, and the Manual on Uniform Traffic Control Devices; coordinate with the owners and operators of utility structures, including the operator of the water and sewer system, on adjustment of structures to grade; observe and field-measure curb ramps and other pedestrian elements for conformance with the Construction Contract documents; deliver weekly reports while Work is in progress; submit a monthly progress report with each invoice; and promptly advise the City in writing whenever the contractor's progress indicates that the Construction Contract times will be exceeded, so that the City may consider liquidated damages or other remedies; and

WHEREAS, CiViLTech will conduct Substantial Completion and final completion reviews with the City and the contractor, confirm correction of deficiencies, and, if satisfied that the Work is complete and acceptable, issue a Notice of Acceptability of Work on EJCDC® C-626 (Exhibit E to Exhibit F-1), which does not limit CiViLTech's responsibility for the Design Documents; and will prepare Record Drawings showing all changes made during construction, including final limits of milling and overlay, base repair locations and dimensions, driveway modifications, pavement marking layout, and adjusted utility structures, and deliver them signed and sealed in PDF and native AutoCAD format, with one printed copy, before its final invoice for Construction Phase services; and

WHEREAS, services to investigate, evaluate, clarify, correct, supplement, or redesign any portion of the Work necessitated by an error, omission, ambiguity, or conflict in the Design Documents are not Additional Services, are not compensable, and do not increase any not-to-exceed amount; CiViLTech must identify in writing, when issued, each Field Order, change proposal response, Work Change Directive, Change Order recommendation, and clarification or interpretation that arises in whole or in part from such a matter; and a disagreement over that characterization does not excuse or delay performance; and

WHEREAS, during the Post-Construction Phase, which ends at the end of the Construction Contract's one-year correction period commencing on final acceptance of the Work, CiViLTech will visit the Project with the City to observe apparent defects and assist the City in discussions with the contractor, and will visit the Project not earlier than the eleventh month of the correction period and not later than one month before it ends, furnishing a written report within fourteen days in time for the City to notify the contractor before the correction period ends; and

WHEREAS, Additional Services under Article 2 of Exhibit A to Exhibit F-1 — including services arising from changes requested by the City, contractor-proposed substitutions, excessive "or-equal" requests, material or energy shortages, Constituents of Concern, emergencies, damage to the Work, significant defective or delayed Work, acceleration, contractor default, unreasonable requests for information not arising from the Design Documents, submittals reviewed more than three times, construction extending beyond the Construction Contract times, and litigation support not involving the adequacy of the Design Documents or of CiViLTech's services — may be performed and paid only under an amendment satisfying Paragraph 2.05.C of Exhibit F-1, except that CiViLTech may act before an

amendment when an emergency endangers the Work or presents an imminent threat to life or property, with notice to the City within twenty-four hours, compensation for such action remaining subject to Paragraph 2.05.C; and

WHEREAS, CiViLTech will perform the CE&I Services with the care and skill ordinarily used by professional engineers licensed in Mississippi performing construction engineering and inspection services on municipal roadway projects; must correct deficiencies in technical accuracy without additional compensation; may retain, substitute, or add subconsultants and subcontractors only with the City's prior written approval, in addition to the requirements of Section 8.B of the Original Agreement; will not supervise, direct, or control any Constructor's means, methods, or safety; and, in rendering decisions between the City and the contractor, will not show partiality to either or to its own interest as designer of record, without limiting its responsibility to the City for the standard of care or under new Section 15 of the Original Agreement; and

WHEREAS, all documents prepared under Exhibit F-1, and all field notes, daily reports, diaries, photographs, video, quantity records, material delivery tickets, test logs, correspondence, and other records prepared or obtained in performing the CE&I Services, are the property of the City upon creation, whether or not the Project is completed, and must be delivered to the City upon completion or termination of the services or upon earlier request; that ownership is not conditioned on payment; the City has no obligation to indemnify, defend, or hold harmless any person for their use; and CiViLTech bears the cost of third-party infringement claims arising from its inclusion of new, innovative, or non-standard technologies, except technology specified at the City's written direction over CiViLTech's written objection; and

WHEREAS, the general conditions of the Construction Contract are the City of Jackson Standard Specifications, the Supplements and Amendments to the Standard Specifications, and the Special Provisions; and the City will obtain accounting, bond, financial advisory, legal, auditing, and insurance counseling services, acquire the Site and necessary access rights, obtain required governmental approvals and permits, provide timely direction and decisions, give prompt written notice of known defects and Constituents of Concern, and communicate with CiViLTech's subconsultants and subcontractors primarily through CiViLTech; and

WHEREAS, the Amendment adds to Exhibit E of the Original Agreement, as Item 6, compensation for the CE&I Services in an amount not to exceed $142,149.39, which amount is in addition to, and not within, the Target Cost Ceiling of $1,635,000.00 stated in Exhibit C, Paragraph 1.3 of the Original Agreement, so that total compensation authorized under the Agreement is $1,777,149.39; and no part of the Target Cost Ceiling may be applied to the CE&I Services, and no part of the CE&I amount may be applied to the Design Services, except by amendment under Section 11 of the Original Agreement; and

WHEREAS, the CE&I Services will be compensated on the basis of Standard Hourly Rates, subject to the not-to-exceed amounts set forth in the following table, each a maximum and not an estimate, and each inclusive of all labor, overhead, profit, Reimbursable Expenses, and subconsultant and subcontractor charges; and

Service	Not-to-exceed amount

Service	Not-to-exceed amount
Construction Phase (Basic Services, including RPR services)	$140,722.15
Post-Construction Phase	$1,427.24
Additional Services	$0.00 (none authorized)
Total	**$142,149.39**

WHEREAS, the Standard Hourly Rates are $166.37 for Principal Engineer, $133.47 for Senior Engineer, $95.22 for Inspector, and $65.01 for Administrative Assistant, and those rates and the Reimbursable Expense rates are fixed for the term of the Agreement, including for any Additional Services authorized by amendment, and are not subject to escalation or annual adjustment; the not-to-exceed amounts were derived from estimates of 161 Principal Engineer, 330 Senior Engineer, and 734 Inspector hours in the Construction Phase and 4 Principal Engineer and 8 Inspector hours in the Post-Construction Phase, which estimates are not individually binding; CiViLTech may reallocate hours among billing classes within a phase, and may alter the distribution of compensation between phases consistent with services actually rendered, provided that the Post-Construction Phase allocation is reserved exclusively for Post-Construction Phase services and total compensation does not exceed $142,149.39 absent an amendment; and exhaustion of the Construction Phase allocation does not relieve CiViLTech of its Post-Construction Phase obligations; and

WHEREAS, Reimbursable Expenses are limited to mileage for Site travel at $0.54 per mile and reproduction of Record Drawings and other required printed deliverables at $5.50 per square foot, must be supported by receipts or mileage logs, and are payable within, and not in addition to, the not-to-exceed amounts; letter-size copies, air transportation, laboratory testing, and meals and lodging are not reimbursable; and subconsultant charges, where payable, are compensated at a factor of 1.0; and

WHEREAS, notwithstanding any other provision of the Agreement, no amount is payable for Additional Services, no not-to-exceed amount may be increased, and no equitable adjustment or other change to CiViLTech's compensation for the CE&I Services is effective unless and until the parties execute a written amendment that satisfies Section 11 of the Original Agreement; describes the services or circumstances giving rise to the increase; states the increased not-to-exceed amount and the basis on which it was determined; has been authorized by the City Council by order duly entered upon its minutes; and is executed by the person authorized by that order; CiViLTech performs any service in excess of the not-to-exceed amounts, and any Additional Service, at its own risk and without entitlement to compensation unless such an amendment was executed before the service was performed; and no course of dealing, oral instruction, written direction, field authorization, approval of a submittal or invoice, or acceptance of services constitutes an amendment or waives this requirement, and no City employee, officer, or agent has authority to bind the City to any increase except through such an amendment; and

WHEREAS, CiViLTech must notify the City in writing when cumulative compensation for Basic Services reaches sixty percent (60%), seventy-five percent (75%), and ninety percent (90%) of the applicable not-to-exceed amount, stating the amount invoiced, the balance remaining, the projected

date the not-to-exceed amount will be reached, and any estimated additional compensation required, and must promptly notify the City whenever it becomes apparent that a not-to-exceed amount will be exceeded; and if a not-to-exceed amount is reached before the services are complete and no amendment has been executed, CiViLTech must suspend performance rather than terminate, notify the City and the contractor in writing, remain available for sixty days to resume services upon execution of an amendment, and safeguard and deliver Project records upon request, such suspension being a breach by neither party, and the City may terminate for convenience at any time during such suspension; and

WHEREAS, CiViLTech will submit monthly invoices that identify, for the billing period and cumulatively, the hours charged by each named individual and billing class, the applicable Standard Hourly Rate, Reimbursable Expenses by category with supporting receipts, and subconsultant and subcontractor charges; that state the cumulative amount invoiced against each not-to-exceed amount and the balance remaining; and that are accompanied by the monthly progress report and the RPR daily reports for the billing period; CiViLTech must invoice the CE&I Services separately from the Design Services, may not invoice the same service under both, and must perform once, and invoice as the City directs, any service that could be characterized as falling under either scope; and CiViLTech may not invoice, and the City is not obligated to pay, any amount that would cause cumulative compensation to exceed an applicable not-to-exceed amount absent a qualifying amendment; and

WHEREAS, the City will pay approved invoices in accordance with Miss. Code Ann. § 31-7-305, and Exhibit C, Paragraph 1.5.3 of the Original Agreement is amended to so provide; CiViLTech is entitled to interest on a late undisputed payment only as provided in that section; the City may withhold the disputed portion of an invoice upon prompt written notice of the specific basis and must pay the undisputed portion; and if, after the effective date of the Amendment, a governmental entity imposes additional sales or use taxes on CiViLTech's services, the City will reimburse those taxes, subject to Paragraph 2.05.C of Exhibit F-1; and

WHEREAS, the City's obligation to make any payment under the Agreement is contingent upon the availability and appropriation of funds lawfully applicable to the Agreement; the Agreement creates no debt or obligation of the City beyond the fiscal year for which funds have been appropriated; and if funds are not appropriated or otherwise made available, the City may terminate or suspend the Agreement upon written notice without penalty, damages, or further obligation other than payment, within the not-to-exceed amounts, for services properly performed and Reimbursable Expenses properly incurred before the notice, and such termination or suspension gives rise to no claim for anticipated profit, unabsorbed overhead, or consequential damages; and

WHEREAS, the Amendment adds to the Original Agreement a new Section 15, Designer of Record; Design Documents, under Section 15.1 of which CiViLTech must perform the Design Services with the care and skill ordinarily used by professional engineers licensed in Mississippi performing similar services for municipal roadway projects under similar circumstances, and in conformance with applicable laws and regulations, including applicable accessibility requirements, and with the design and construction standards furnished by the City; and

WHEREAS, under new Section 15.2 CiViLTech represents and warrants, as of the effective date of the Amendment, that the Design Documents (a) were prepared in accordance with the Section 15.1 standard; (b) conform in all material respects to applicable laws and regulations in effect on the date

they were sealed; (c) are complete and internally consistent in all material respects and adequate for construction by a competent contractor without redesign; (d) show quantities prepared with reasonable care from the design shown; and (e) contain no error, omission, ambiguity, or conflict known to CiViLTech that it has not disclosed to the City in writing on or before the effective date of the Amendment, such disclosures to be listed in Attachment 1 to the Amendment, and the absence of any listing constituting CiViLTech's representation that it has none to make; and a breach of Section 15.2 is a breach of the Agreement for which the City has every right and remedy under the Agreement and at law; and

WHEREAS, under new Section 15.3 CiViLTech must, during construction at any Project Site, without additional compensation and whether or not it performs construction engineering and inspection services at that Project Site, (a) respond in writing to each request for information or interpretation concerning the Design Documents within five business days of receipt, or any shorter time the applicable construction contract requires; (b) prepare, seal, and furnish any revised or supplemental drawings, details, or specifications required to clarify, correct, supplement, or complete the Design Documents; (c) investigate, evaluate, and resolve any error, omission, ambiguity, or conflict in the Design Documents, including any required redesign; and (d) attend meetings concerning the Design Documents as the City reasonably requests; these services are not Additional Services, are noncompensable under the Agreement, and do not increase the Target Cost Ceiling or any amount stated in Exhibit E; CiViLTech is responsible for the additional costs the City incurs, including amounts paid to contractors, to the extent caused by its failure to meet the Section 15.1 standard, but not for costs the City would have incurred had the Design Documents been correct in the first instance; and performance under Section 15.3 is not an admission of liability; and

WHEREAS, under new Section 15.4 CiViLTech must, within fifteen days after the effective date of the Amendment, deliver to the City a complete copy of the Design Documents for the CE&I Project, including signed and sealed drawings and specifications in PDF, native electronic files including AutoCAD drawing files, design calculations, survey data and field notes, geotechnical and pavement investigation data, quantity computations, all addenda, and the conformed construction contract documents, and must supplement that delivery within ten days of creating or revising any Design Document; CiViLTech grants the City an irrevocable, perpetual, non-exclusive, royalty-free, fully transferable license to use, reproduce, distribute, modify, and prepare derivative works from the Design Documents, and to authorize others to do so, for any purpose of the City, including construction, maintenance, repair, reconstruction, and future improvement of the Project Sites, which license is not conditioned on payment and survives termination; the City's use of the Design Documents on a project other than the Project Site for which they were prepared, without CiViLTech's written verification or adaptation, is at the City's risk as to CiViLTech's professional liability for that use, without any obligation of the City to indemnify, defend, or hold harmless any person; and the City's obligation to make final payment for the CE&I Services is conditioned on delivery of those items and of the Record Drawings; and

WHEREAS, under new Section 15.5 the professional liability insurance required by Exhibit G of Exhibit F-1 must cover both the CE&I Services and the Design Services, must carry a retroactive date not later than September 25, 2023, and must be maintained, or an extended reporting period providing equivalent coverage purchased, for not less than six years after final acceptance of the work at the last Project Site to be constructed; CiViLTech's certificate of insurance must state the retroactive date, and CiViLTech must furnish the policy declarations page upon request and notify the City in writing within

ten days if the annual aggregate is reduced by more than fifty percent (50%) by claims or claim expenses or the retroactive date is advanced; and Section 6 of the Original Agreement is amended to replace "maximum limits" with "minimum limits" wherever it appears; and

WHEREAS, under new Section 15.6 CiViLTech must disclose to the City in writing, promptly upon becoming aware of it, any matter in which a contractor asserts, or CiViLTech believes, that an error, omission, ambiguity, or conflict in the Design Documents is a cause of the matter; as to any such matter, CiViLTech's decision or interpretation under Exhibit F-1 is a recommendation to the City only and is not binding on the City; the City may retain an independent licensed professional engineer to review any decision, interpretation, recommendation, or certification of CiViLTech, or any portion of the Design Documents, and CiViLTech must cooperate with and furnish records and Design Documents to that reviewer without additional compensation; CiViLTech must reimburse the City's reasonable cost of the review if the reviewer determines that the matter arose from an error or omission in the Design Documents; and retention of a reviewer does not relieve CiViLTech of any obligation and is not a designation of a City representative at the Site under Exhibit F-1; and

WHEREAS, under new Section 15.7 CiViLTech waives, and may not assert, any defense of waiver, estoppel, ratification, release, accord and satisfaction, or acceptance, or any argument that the City's claims concerning the Design Documents are barred, limited, or reduced, based on the City's approval or acceptance of any submittal, schedule, quantity, pay application, change order, or other document; CiViLTech's recommendation of any payment to a contractor; CiViLTech's issuance of a certificate of Substantial Completion, a Notice of Acceptability of Work, or any other certification; the City's final acceptance of the work, final payment to any contractor or to CiViLTech, or use or occupancy of the work; or the City's engagement of CiViLTech to perform the CE&I Services; and CiViLTech's performance of Section 15.3 services does not constitute a cure, accord, or satisfaction of any claim of the City arising from the Design Documents; and

WHEREAS, under new Section 15.8 CiViLTech must, to the fullest extent permitted by law, indemnify and hold harmless the City and its elected officials, officers, employees, and agents from and against all claims, losses, damages, costs, and judgments, including reasonable attorneys' and consultants' fees, to the extent caused by the negligent acts, errors, or omissions, or willful misconduct, of CiViLTech or its employees, subconsultants, or subcontractors in performing the Design Services, or by CiViLTech's breach of the Agreement with respect to the Design Services, and must reimburse the City's reasonable defense costs in proportion to CiViLTech's share of fault as finally determined, but is not required to indemnify the City against the City's own negligence, consistent with Miss. Code Ann. § 31-5-41, this obligation being in addition to Paragraph 6.10.A of Exhibit F-1; and

WHEREAS, under new Section 15.9 the City may withhold from, or set off against, any amount otherwise payable to CiViLTech under any part of the Agreement any amount the City is entitled to recover from CiViLTech arising out of its breach of the Agreement, and any cost the City incurs by reason of an error, omission, ambiguity, or conflict in the Design Documents to the extent caused by CiViLTech's failure to meet the Section 15.1 standard, less any amount the City would have paid had the Design Documents been correct in the first instance; the City must state the basis of any withholding or setoff in writing; and a withholding or setoff made in good faith is not a failure to pay an undisputed amount and does not entitle CiViLTech to suspend or terminate; and

WHEREAS, the Amendment adds to the Original Agreement a new Section 16 providing that the Agreement is governed by the laws of the State of Mississippi; that venue for any action arising out of or relating to the Agreement, including any action concerning the Design Services or the Design Documents, lies exclusively in the Circuit Court of the First Judicial District of Hinds County, Mississippi, or, for matters within the exclusive jurisdiction of the federal courts, in the United States District Court for the Southern District of Mississippi, Northern Division; and that CiViLTech consents to personal jurisdiction and venue in those courts and waives any objection based on forum non conveniens; and

WHEREAS, the Amendment replaces Section 7.C of the Original Agreement to permit CiViLTech, if the City fails to pay any undisputed amount within the time required by Miss. Code Ann. § 31-7-305, to suspend performance after fifteen days' written notice and the City's failure to pay within that period, but not for nonpayment of any amount disputed in good faith or withheld under Section 15.9; and adds a new Section 7.E permitting the City to terminate the Agreement for convenience, in whole or as to any one or more Project Sites or the CE&I Services, upon written notice, with CiViLTech to be paid for services properly performed through the effective date of termination, not to exceed the applicable amounts stated in Exhibit E and without anticipated profit on unperformed services, and with termination for convenience of the CE&I Services governed by Paragraphs 6.05.C and 6.05.E of Exhibit F-1; and

WHEREAS, the Amendment amends Exhibit C of the Original Agreement to provide that the Target Cost Ceiling is a maximum and not an amount to which CiViLTech is entitled; that the engineering fee stated in Exhibit E for each Project Site is a separate not-to-exceed amount for that Project Site; and that final payment for each Project Site is limited to amounts earned for services actually performed and allowable costs actually incurred, not to exceed the amount stated for that Project Site in Exhibit E; and

WHEREAS, the Amendment provides that Sections 6, 10, 15, and 16 of the Original Agreement as amended, and Paragraphs 6.11, 6.12.B, and 8.06 through 8.17 of Exhibit F-1, survive completion or termination of the Agreement; that notices to the City under any part of the Agreement must be addressed to the Mayor, City of Jackson, 219 S. President Street, Jackson, Mississippi 39201, with copies to the City Attorney and the Director of Public Works, and delivered in person, by registered or certified mail, or by e-mail bearing "Formal Notice" in the subject line with a copy by one of the other methods; and that the City's Designated Representative is Lorenzo Anderson, P.E., Director, Department of Public Works, and CiViLTech's Designated Representative is Elmore Moody, P.E., except that the City's Designated Representative has no authority to authorize Additional Services, increase any not-to-exceed amount, or waive any provision of the Agreement except as provided in Paragraph 2.05.C of Exhibit F-1; and

WHEREAS, the Amendment provides that no Equal Business Opportunity plan, participation goal, or related reporting requirement, penalty, sanction, or remedy is a term of the Amendment or a condition of its award, or applies to the CE&I Services; that Section 8.B of the Original Agreement, which encourages but does not require the use of qualified Minority Business Enterprise companies and requires documentation of recruiting efforts, is unchanged, imposes no participation goal or penalty, and applies to any subconsultant proposed for the CE&I Services only as a documentation requirement; and that these provisions do not limit the nondiscrimination requirements of Exhibit F-1; and

WHEREAS, CiViLTech must deliver with its executed counterpart of the Amendment the E-Verify documentation required by Paragraph 8.07.C of Exhibit F-1 and the certificates of insurance required by

Paragraph 6.04.E of Exhibit F-1 and Section 15.5 of the Original Agreement; the Amendment controls over any conflicting provision of the Original Agreement or Exhibit F-1; except as amended, the Original Agreement remains in full force and effect; and the Amendment may be executed in counterparts; and

WHEREAS, Exhibit G to Exhibit F-1 requires CiViLTech to maintain, with insurers authorized to do business in Mississippi and rated not less than A- VII by A.M. Best unless the City approves otherwise in writing, insurance with limits of not less than those set forth in the following table, the workers' compensation coverage to comply with the Mississippi Workers' Compensation Law; and

Coverage	Minimum limits
Workers' Compensation	Statutory
Employer's Liability	$1,000,000 each accident; $1,000,000 each employee; $1,000,000 policy limit
Commercial General Liability	$1,000,000 each occurrence (bodily injury and property damage); $1,000,000 personal and advertising injury; $2,000,000 general aggregate
Automobile Liability	$1,000,000 combined single limit
Excess or Umbrella Liability	$10,000,000 each occurrence; $10,000,000 general aggregate
Professional Liability	$1,000,000 each claim; $2,000,000 annual aggregate

WHEREAS, CiViLTech's commercial general liability, automobile liability, and umbrella or excess liability policies must include the City and its elected officials, officers, employees, and agents as additional insureds by endorsement, afford them primary coverage for ongoing and completed operations, and not seek contribution from their insurance; its commercial general liability, automobile liability, and workers' compensation policies must waive subrogation against the City; all policies must provide that coverage will not be canceled or non-renewed without at least thirty days' prior written notice to the City; certificates must be furnished before services begin, at each renewal, and during any period in which coverage must be maintained after completion; CiViLTech must require its subconsultants and subcontractors to maintain insurance in amounts approved by the City; the City may, at its expense, request additional coverage or increased limits; the City's review or acceptance of any certificate or policy waives no requirement; and the City, as a political subdivision whose liability is governed by the Mississippi Tort Claims Act, is not required to procure insurance for CiViLTech's benefit, but will require the contractor to carry the insurance required by the Construction Contract documents; and

WHEREAS, under Paragraph 6.10.A of Exhibit F-1 CiViLTech must, to the fullest extent permitted by law, indemnify and hold harmless the City and its officers, officials, agents, and employees from claims, losses, damages, costs, and judgments, including reasonable consultants' and attorneys' fees, arising from third-party claims relating to the Project, to the extent caused by any negligent act, error, or omission, or willful misconduct, of CiViLTech or its officers, directors, members, partners, agents,

employees, subconsultants, or subcontractors, or by CiViLTech's breach of the Agreement, and must reimburse the City's reasonable defense costs in proportion to CiViLTech's share of fault, but not against the City's own negligence, consistent with Miss. Code Ann. § 31-5-41; as to the CE&I Services, each party's liability for losses caused in part by the negligence of others is limited to its percentage share of the total negligence; and the direct damages recoverable by the City, to the extent caused by CiViLTech's breach or negligence, include amounts the City pays for delay, disruption, rework, or extra work, overpayments resulting from inaccurate quantity determinations, liquidated damages the City is unable to assess or collect, fines or penalties, and the reasonable cost of retaining another engineer to complete or correct CiViLTech's services; and

WHEREAS, CiViLTech must complete its obligations within a reasonable time, the not-to-exceed amounts being based on a continuous 120-day construction period and on Post-Construction Phase services concluding at the end of the Construction Contract's one-year correction period; if CiViLTech fails, for reasons within its control, to complete performance within the time required, as duly adjusted, the City may recover resulting damages in addition to its other remedies; and the time for completion will be adjusted equitably for delays not caused by CiViLTech or for changes the City authorizes, but compensation may be adjusted only by an amendment satisfying Paragraph 2.05.C of Exhibit F-1; and

WHEREAS, under Exhibit F-1 the City may suspend the CE&I Services for up to ninety days upon seven days' written notice; CiViLTech may suspend upon fifteen days' written notice for the City's failure to pay undisputed invoiced amounts or in response to Constituents of Concern at the Site; either party may terminate for cause upon thirty days' written notice for the other's substantial failure to perform, subject to a cure period of up to sixty days if the defaulting party begins to cure within seven days and proceeds diligently; CiViLTech may also terminate for cause upon seven days' written notice if the City demands services contrary to its responsibilities as a licensed professional, if its services are delayed or suspended for more than 120 days for reasons beyond its control and not caused by the contractor (other than a suspension upon reaching a not-to-exceed amount), or because of undisclosed Constituents of Concern; the City may terminate for convenience effective upon CiViLTech's receipt of notice, and may set the effective date of any termination up to thirty days later to permit demobilization and orderly transfer of Project materials, compensated at the Standard Hourly Rates within the not-to-exceed amounts except upon termination for CiViLTech's cause; the City may terminate for cause upon written notice, without a cure period, if CiViLTech's certificate of authority or the license of the individual in responsible charge is suspended or revoked, or if CiViLTech violates the E-Verify requirements; upon any termination CiViLTech is entitled only to payment for services properly performed and expenses properly incurred through the effective date, within the not-to-exceed amounts; and upon termination for cause the City may withhold the reasonable cost of completing the services by another engineer to the extent that cost exceeds the unpaid balance of the not-to-exceed amounts; and

WHEREAS, under Exhibit F-1 the successors to the elected officials of the City may terminate the Agreement with or without cause by a vote of a majority of the quorum of the City Council; neither party may assign, sublet, or transfer any right or interest in the Agreement without the other's written consent, and no assignment releases the assignor; the Agreement creates no rights in or duties to any Constructor, surety, or other third party; and CiViLTech is an independent contractor solely responsible for the compensation, benefits, taxes, and workers' compensation coverage of its personnel; and

WHEREAS, the parties must negotiate any dispute in good faith for thirty days after notice, may by mutual written agreement submit it to non-binding mediation, with confidentiality subject to the Mississippi Public Records Act, and may thereafter exercise their rights at law under new Section 16 of the Original Agreement; and pending resolution CiViLTech must continue performing and the City must continue paying undisputed amounts; and

WHEREAS, the City represents that, as of the effective date and to the best of its actual knowledge without investigation, no Constituents of Concern exist at or adjacent to the Site other than those disclosed in writing to CiViLTech or identified in the Design Documents or other information developed by CiViLTech under the Original Agreement; if CiViLTech encounters undisclosed Constituents of Concern, it must notify the City and, where it reasonably concludes applicable law requires, the appropriate authorities, may suspend services on the affected portion of the Project, and may accept an equitable adjustment by amendment or, if the effects are material, terminate for cause on seven days' notice; and CiViLTech is not required to become an owner, arranger, operator, generator, or transporter of hazardous substances under CERCLA; and

WHEREAS, CiViLTech must maintain its Project documents and records, including cost records, daily reports, quantity records, material delivery tickets, and design calculations, for not less than five years after completion or termination of its services, and its books, records, payrolls, time records, and invoices for not less than three years after final payment or until resolution of any audit finding, claim, litigation, or investigation commenced before the end of that period, whichever is later, and in any event for not less than the five-year period; must make those records available at no cost for examination, audit, and reproduction by the City and its independent auditor; and

WHEREAS, CiViLTech certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or executing the Agreement; represents that no officer, official, or employee of the City has any direct or indirect financial interest in the Agreement in violation of Miss. Code Ann. § 25-4-101 et seq. or Article 4, Section 109 of the Mississippi Constitution; will not employ, retain, or compensate any City officer, official, or employee in any capacity related to the Project during the term; must promptly disclose in writing any facts that create or may create a conflict of interest; and warrants that it has not employed or paid any person, other than a bona fide employee, any fee, commission, gift, or other consideration contingent upon the award of the Agreement or the Amendment, and has not offered and will not offer any gratuity to any City officer, official, employee, or agent, for breach of which the City may terminate without liability and recover or deduct the amount paid; and

WHEREAS, CiViLTech represents and warrants that it is registered with and participates in E-Verify and verifies the employment eligibility of every employee hired to work in Mississippi, as required by Miss. Code Ann. § 71-11-3; must require the same of, and obtain written certification from, each subconsultant and subcontractor before it begins work; must furnish E-Verify documentation upon execution of the Amendment and upon request; and acknowledges that a violation may subject it to cancellation of the Agreement, ineligibility for public contracts for up to three years, loss of any license or permit to do business in Mississippi for up to one year, and liability for resulting City costs; and

WHEREAS, CiViLTech represents and warrants that it holds a current certificate of authority to practice engineering in Mississippi and that every individual performing professional engineering services under the Agreement holds a current Mississippi license as required by Miss. Code Ann. § 73-13-1 et seq., and must notify the City in writing within five business days of any lapse, suspension,

revocation, restriction, or disciplinary action affecting that certificate or the license of any individual sealing documents for the Project; and

WHEREAS, CiViLTech acknowledges that records in the City's possession relating to the Agreement and the Project are presumptively subject to disclosure under the Mississippi Public Records Act of 1983, Miss. Code Ann. § 25-61-1 et seq.; that any record CiViLTech claims to be a trade secret or confidential commercial or financial information must be clearly marked when furnished, with the basis for the claimed exemption stated, a blanket marking being ineffective; that the City will give the notice provided by Miss. Code Ann. § 25-61-9 upon a request encompassing a record so marked; and that CiViLTech is solely responsible for seeking any protective order, the City having no obligation to defend the claimed exemption and no liability for disclosure of records not properly marked or disclosure required by law or court order; and

WHEREAS, CiViLTech must not discriminate against any employee or applicant for employment, or against any subcontractor, subconsultant, or supplier, because of race, color, religion, sex, national origin, age, disability, or any other status protected by applicable federal or state law; must obtain the City's consent, not to be unreasonably withheld, before releasing publicity regarding the Agreement; and acknowledges that the City acts only through orders duly entered upon its minutes, that no representation, direction, promise, approval, waiver, or agreement of any City officer, official, employee, or agent binds the City unless authorized by such an order, and that no amendment, change order, or modification affecting scope, schedule, or compensation is effective unless so authorized, executed in accordance with Section 11 of the Original Agreement, and, as to compensation for the CE&I Services, compliant with Paragraph 2.05.C of Exhibit F-1; and

WHEREAS, Paragraphs 8.06 through 8.17 of Exhibit F-1 may not be waived by any City officer, employee, or agent, create no rights in any third party, and remain in effect if any of them is held invalid; nothing in the Agreement waives any immunity, defense, limitation of liability, or damages cap available to the City or its officers, officials, employees, or agents under the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-1 et seq., or other law, all of which the City expressly reserves; and no provision of the Agreement requiring the City to indemnify, defend, or hold harmless any person is enforceable except to the extent permitted by Mississippi law; and

WHEREAS, the Department of Public Works recommends approval of the Amendment.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Amendment No. 1 to the Agreement for Engineering Services between the City of Jackson, Mississippi and CiViLTech, Inc. for the City of Jackson 2023 Arterial Street Resurfacing Projects dated September 25, 2023, adding construction engineering and inspection services for the Beasley Road/NW Industrial Parkway/NW Progress Parkway Resurfacing Project, together with Exhibit F-1 and its Exhibits A, D, E, G, and J and Appendices 1, 2A, and 2B, and Attachment 1, for compensation not to exceed $142,149.39, which amount is in addition to the Target Cost Ceiling of $1,635,000.00 and increases total compensation authorized under the Agreement to $1,777,149.39, consistent with the terms and conditions set forth in this Order.

IT IS FURTHER ORDERED that the Mayor may accept, before execution, such non-substantive corrections to the Amendment and Exhibit F-1 as the City Attorney approves as to form, including corrections of typographical, numbering, and formatting errors, provided that no such correction increases compensation, expands the scope of services, or diminishes any right or remedy of the City.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT FOR ENGINEERING SERVICES WITH CIVILTECH, INC. FOR THE CITY OF JACKSON 2023 ARTERIAL STREET RESURFACING PROJECTS, ADDING CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE BEASLEY ROAD/NW INDUSTRIAL PARKWAY/NW PROGRESS PARKWAY RESURFACING PROJECT** is legally sufficient for placement in NOVUS Agenda.

DREW MARTIN, *City Attorney*

9/29/26
DATE

Terry Williamson, *Legal Counsel*

CITY COUNCIL AGENDA ITEM DATA SHEET **September 29, 2025**
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT FOR ENGINEERING SERVICES WITH CIVILTECH, INC. FOR THE CITY OF JACKSON 2023 ARTERIAL STREET RESURFACING PROJECTS, ADDING CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE BEASLEY ROAD/NW INDUSTRIAL PARKWAY/NW PROGRESS PARKWAY RESURFACING PROJECT**
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**	Businesses located in or seeking to locate in the Northwest Industrial Park
4.	**Benefits**	Will provide better travel with less risk of damage to transportation vehicles and passenger vehicles
5.	**Schedule (beginning date)**	After approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 2
7.	**Action implemented by:** ☐ ▪ **City Department** ▪ **Consultant**	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$142,149.39
9.	**Source of Funding** ☐ ▪ **General Fund** ▪ **Grant** ▪ **Bond** ▪ **Other**	Special Sales Tax Fund

Revised 2-04

DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION

MEMORANDUM

To: Hon. John A. Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: September 29, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an item authorizing an amendment to the Arterial Street Resurfacing Engineering Contract with CiVilTech, Inc. This agreement included the engineering services for five (5) separate street resurfacing projects. This amendment to that agreement is for the purpose of providing construction engineering and inspection services for the construction and post-construction phases of one of these five (5) projects, Beasley Road/NW Industrial Parkway/NW Progress Parkway Street Resurfacing Project. The construction contract has been awarded to AJ Construction, Inc. and they are preparing to begin construction of the project in October.

The agreement covers all construction engineering and inspection services for the construction phase of the project, including the resident project representative, who will be onsite during construction. The agreement also includes the post-construction inspection of the work prior to the expiration of the one-year warranty on the work, in order to identify any necessary warranty repairs. The total cost of these engineering services is $142,149.39.

The Department of Public Works recommends approval of this agenda item. If you have any questions or comments, please do not hesitate to call me.

AMENDMENT NO. 1

To the Agreement for Engineering Services between the City of Jackson, Mississippi and CiViLTech, Inc. for the City of Jackson 2023 Arterial Street Resurfacing Projects dated September 25, 2023 — Adding Construction Engineering and Inspection Services for the Beasley Road/NW Industrial Parkway/NW Progress Parkway Resurfacing Project

THIS AMENDMENT NO. 1 ("Amendment") is made and entered into as of the date of its execution by OWNER below, by and between the CITY OF JACKSON, MISSISSIPPI ("OWNER"), and CIVILTECH, INC. ("ENGINEER"), having its principal place of business at 6420 Executive Place, Jackson, Mississippi 39206.

RECITALS

WHEREAS, OWNER and ENGINEER are parties to that certain Agreement for Engineering Services for the City of Jackson 2023 Arterial Street Resurfacing Projects dated September 25, 2023 (the "Original Agreement"), under which ENGINEER provided design and bidding-phase engineering services for five street resurfacing project sites (each a "Project Site"), including the NW Industrial Parkway and Beasley Road Project Sites; and

WHEREAS, the Original Agreement recites that OWNER retained ENGINEER for design engineering, construction engineering and inspection services, and Exhibit F to the Original Agreement provides that a separate construction engineering services agreement will be submitted at a later date, such that construction engineering and inspection services were within the contemplation of the parties when the Original Agreement was awarded; and

WHEREAS, OWNER has awarded a construction contract for the Beasley Road/NW Industrial Parkway/NW Progress Parkway Resurfacing Project, and OWNER desires that ENGINEER provide construction engineering and inspection services for that project; and

WHEREAS, OWNER and ENGINEER have agreed that those services will be governed by the EJCDC® E-500 (2020) Agreement Between Owner and Engineer for Professional Services, as modified by the parties and attached hereto as Exhibit F-1, rather than by a separate agreement, and that the Original Agreement will be amended to incorporate Exhibit F-1 and to add the provisions set forth below; and

WHEREAS, Section 11 of the Original Agreement permits amendment only by a formal written amendment duly executed by both parties upon official authorization first duly obtained from OWNER's governing authorities;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Amendment, the parties agree as follows:

SECTION 1. DEFINITIONS

1.1 "Agreement" means the Original Agreement as amended by this Amendment, including all of its exhibits and Exhibit F-1.

1.2 "CE&I Services" means the construction engineering and inspection services described in Exhibit F-1, to be performed for the Beasley Road/NW Industrial Parkway/NW Progress Parkway Resurfacing Project (the "CE&I Project").

1.3 "Design Services" means the services described in Sections 1 through 3 and Exhibits A and B of the Original Agreement.

1.4 "Design Documents" means all drawings, specifications, PS&E packages, addenda, reports, calculations, survey data, geotechnical data, quantity computations, estimates, and other documents prepared by or for ENGINEER in performing Design Services, in every form, including native electronic files.

1.5 "Exhibit F-1" means the EJCDC® E-500 (2020) Agreement Between Owner and Engineer for Professional Services and its Exhibits A, D, E, G, and J and Appendices 1, 2A, and 2B, as modified by the parties and attached to this Amendment.

SECTION 2. SCOPE ADDED; EXHIBIT F-1 ADOPTED

2.1 Section 1 of the Original Agreement is amended to add the following exhibit to the list of exhibits made a part of the Original Agreement: "Exhibit F-1: 'Construction Engineering and Inspection Services — Beasley Road/NW Industrial Parkway/NW Progress Parkway Resurfacing Project (EJCDC® E-500, 2020, as modified).'"

2.2 ENGINEER shall perform the CE&I Services in accordance with Exhibit F-1. Exhibit F-1 is incorporated into the Agreement and is binding on the parties as fully as if set forth in the body of the Agreement.

2.3 Exhibit F of the Original Agreement is amended to add: "Construction engineering and inspection services for the Beasley Road/NW Industrial Parkway/NW Progress Parkway Resurfacing Project are provided under Exhibit F-1. Construction engineering and inspection services for any other Project Site will be provided, if at all, only under a further amendment to this Agreement or a separate agreement authorized by OWNER's governing authority. OWNER is not obligated to retain ENGINEER for such services at any other Project Site."

2.4 The signature page contained in Exhibit F-1 is not used, and Exhibit F-1 is not separately executed. The parties' execution of this Amendment constitutes their agreement to Exhibit F-1.

2.5 The parties acknowledge that the roadway designated in the construction contract as NW Progress Parkway lies within the NW Industrial Parkway and Beasley Road Project Sites as described in Exhibit A of the Original Agreement, that its design was included in the Design

Services, and that the Design Documents for those Project Sites include it. This acknowledgment does not increase the Target Cost Ceiling or any amount stated in Exhibit E of the Original Agreement.

2.6 The description of Project Site 3 on the cover page of the Original Agreement is corrected to read "McDowell Road (including Gallatin Street tie-in) — 1.2 miles," consistent with Exhibit A of the Original Agreement.

SECTION 3. CONSTRUCTION OF EXHIBIT F-1

3.1 Within Exhibit F-1, unless the context requires otherwise:

(a) "this Agreement" and "the Agreement" mean the Agreement as defined in Section 1.1;

(b) "Owner" means OWNER and "Engineer" means ENGINEER;

(c) "Effective Date" means the effective date of this Amendment;

(d) "Project" means the CE&I Project;

(e) a reference to an exhibit or appendix by letter or number, other than a reference to an exhibit of the Original Agreement, means the correspondingly designated exhibit or appendix attached to Exhibit F-1; and

(f) a reference to a numbered Article or Paragraph means the correspondingly numbered Article or Paragraph of Exhibit F-1, and is cited elsewhere in the Agreement as "Exhibit F-1, Paragraph __."

3.2 Paragraph 8.02.A of Exhibit F-1 (Total Agreement) does not apply and is of no effect. The Agreement, and not Exhibit F-1 alone, constitutes the entire agreement between the parties with respect to its subject matter. Section 11 of the Original Agreement governs amendment of the Agreement, including Exhibit F-1, and Exhibit F-1, Paragraph 2.05.C states additional requirements applicable to any increase in compensation for CE&I Services.

3.3 Paragraph 8.01 of Exhibit F-1 lists the attachments to Exhibit F-1 and does not limit the exhibits to the Agreement.

SECTION 4. APPLICATION OF TERMS

4.1 *CE&I Services.* Exhibit F-1 governs the CE&I Services in their entirety. Where Exhibit F-1 and Sections 1 through 14 of the Original Agreement each address a subject as to the CE&I Services, Exhibit F-1 governs, except as stated in Sections 4.3 and 4.4.

4.2 *Design Services.* Sections 1 through 16 of the Original Agreement, as amended by this Amendment, govern the Design Services and the Design Documents. **No provision of Exhibit F-1 limits, reduces, waives, releases, or otherwise affects ENGINEER's obligations or liabilities with respect to the Design Services or the Design Documents, or any right, remedy, claim, or defense of OWNER concerning them.** Without limiting the preceding sentence, the following provisions

of Exhibit F-1 apply only to the CE&I Services and do not apply to the Design Services or the Design Documents:

(a) Paragraph 3.02.D (damages for delay);

(b) Paragraph 6.01.A (standard of care), the standard of care for Design Services being stated in Section 15.1 of the Original Agreement;

(c) Paragraphs 6.01.H through 6.01.M (certifications; no control over Constructors; no guarantee of Constructor performance; no responsibility for decisions of others; no bonding or insurance advice; no legal advice);

(d) Paragraph 6.02 (ownership and use of documents), Section 15.4 of the Original Agreement governing the Design Documents;

(e) Paragraph 6.09 (environmental condition of Site);

(f) Paragraph 6.10.D (percentage share of negligence);

(g) Exhibit A, Paragraphs 1.06.A and 1.06.B.28 (Construction Phase responsibility; standards for certain Construction Phase decisions); and

(h) Exhibit E (Notice of Acceptability of Work), the issuance of which is not an acceptance or approval of the Design Documents.

4.3 *Provisions applying to the whole Agreement.* The following provisions of Exhibit F-1 apply to the Agreement as a whole, including the Design Services and the Design Documents:

(a) Paragraphs 8.06 through 8.17 (Mississippi public contract provisions), which control over any conflicting provision of the Agreement;

(b) Paragraphs 6.11 and 8.09 (records retention and access), which supersede Section 10 of the Original Agreement to the extent they provide a longer retention period or broader access;

(c) Paragraph 6.12.A (notices); and

(d) Exhibit G of Exhibit F-1 (Insurance), which supersedes Section 6 of the Original Agreement as to all coverages, subject to Section 15.5 of the Original Agreement.

4.4 *Residual rule.* Where a subject is addressed both in Exhibit F-1 and in the Original Agreement, and Sections 4.1 through 4.3 do not resolve which governs, the provision more protective of OWNER governs.

4.5 *No implied limitation.* The enumeration in Section 4.2 is illustrative of the parties' intent and is not exhaustive. No provision of Exhibit F-1 is to be construed as applying to the Design Services or the Design Documents merely because it appears in the same agreement.

SECTION 5. COMPENSATION

5.1 Exhibit E of the Original Agreement is amended to add the following: "6. Construction Engineering and Inspection Services — Beasley Road/NW Industrial Parkway/NW Progress Parkway Resurfacing Project (Exhibit F-1): $142,149.39."

5.2 The amount stated in Section 5.1 is **in addition to, and not within,** the Target Cost Ceiling of $1,635,000.00 stated in Exhibit C, Paragraph 1.3 of the Original Agreement. Total compensation authorized under the Agreement is $1,777,149.39.

5.3 The amount stated in Section 5.1 is a separate not-to-exceed amount, allocated as provided in Exhibit F-1, Exhibit J, Paragraph 1.01.A.4. No part of the Target Cost Ceiling may be applied to CE&I Services, and no part of the amount stated in Section 5.1 may be applied to Design Services, except by amendment under Section 11 of the Original Agreement.

5.4 Compensation for CE&I Services is governed by Exhibit F-1, Article 4 and Exhibit J. Compensation for Design Services is governed by Exhibit C of the Original Agreement. Exhibit F-1, Paragraph 2.05.C applies to any increase in compensation for CE&I Services, and Section 11 of the Original Agreement applies to any increase in compensation for Design Services; neither limits the other.

5.5 ENGINEER shall invoice CE&I Services and Design Services separately, shall not invoice the same service under both, and shall perform any service that could be characterized as falling under either scope once, invoicing it as OWNER directs.

5.6 OWNER shall make payments under the Agreement in accordance with Miss. Code Ann. § 31-7-305, and Exhibit C, Paragraph 1.5.3 of the Original Agreement is amended to so provide.

SECTION 6. NEW SECTION 15 — DESIGNER OF RECORD; DESIGN DOCUMENTS

The Original Agreement is amended to add the following new Section 15:

> **SECTION 15 — DESIGNER OF RECORD; DESIGN DOCUMENTS**
>
> **15.1 Standard of Care.** ENGINEER shall perform the Design Services with the care and skill ordinarily used by professional engineers licensed in Mississippi performing similar services for municipal roadway projects under similar circumstances, and in conformance with applicable laws and regulations, including applicable accessibility requirements, and with the design and construction standards furnished by OWNER.
>
> **15.2 Representations Concerning the Design Documents.** ENGINEER represents and warrants to OWNER, as of the effective date of Amendment No. 1, that: (a) the Design Documents were prepared in accordance with the standard stated in Section 15.1; (b) they conform in all material respects to applicable laws and regulations in effect on the date they were sealed; (c) they are complete and internally consistent in all material respects and adequate for construction of the work by a competent contractor without redesign; (d) the quantities shown in them were prepared with reasonable care from the design shown; and (e) ENGINEER has no knowledge of any error, omission,

ambiguity, or conflict in them that it has not disclosed to OWNER in writing on or before the effective date of Amendment No. 1. ENGINEER's disclosures under subsection (e) are listed in Attachment 1 to Amendment No. 1; if none are listed, ENGINEER represents that it has none to make. A breach of this Section 15.2 is a breach of the Agreement for which OWNER has every right and remedy under the Agreement and at law.

15.3 Design Support and Correction. ENGINEER shall, during construction at any Project Site, without additional compensation and without regard to whether ENGINEER performs construction engineering and inspection services at that Project Site: (a) respond in writing to each request for information or interpretation concerning the Design Documents within five (5) business days of receipt, or within such shorter time as the applicable construction contract requires; (b) prepare, seal, and furnish any revised or supplemental drawings, details, or specifications required to clarify, correct, supplement, or complete the Design Documents; (c) investigate, evaluate, and resolve any error, omission, ambiguity, or conflict in the Design Documents, including any redesign required; and (d) attend meetings concerning the Design Documents as OWNER reasonably requests. These services are not Additional Services under Section 3 of this Agreement or Exhibit F-1, are not compensable under any part of the Agreement, and do not entitle ENGINEER to any increase in the Target Cost Ceiling or in any amount stated in Exhibit E. ENGINEER is responsible for the additional costs OWNER incurs, including amounts paid to contractors, to the extent caused by ENGINEER's failure to meet the standard stated in Section 15.1, but not for costs OWNER would have incurred had the Design Documents been correct in the first instance. Performance under this Section is not an admission of liability.

15.4 Delivery; Ownership and License. Within fifteen (15) days after the effective date of Amendment No. 1, ENGINEER shall deliver to OWNER a complete copy of the Design Documents for the Beasley Road/NW Industrial Parkway/NW Progress Parkway Resurfacing Project, including signed and sealed drawings and specifications in PDF, native electronic files (including AutoCAD drawing files), design calculations, survey data and field notes, geotechnical and pavement investigation data, quantity computations, all addenda, and the conformed construction contract documents, and shall supplement that delivery within ten (10) days of creating or revising any Design Document thereafter. ENGINEER grants OWNER an irrevocable, perpetual, non-exclusive, royalty-free, fully transferable license to use, reproduce, distribute, modify, and prepare derivative works from the Design Documents, and to authorize others to do so, for any purpose of OWNER, including construction, maintenance, repair, reconstruction, and future improvement of the Project Sites. This license is not conditioned on payment and survives termination of the Agreement. OWNER's use of the Design Documents on a project other than the Project Site for which they were prepared, without ENGINEER's written verification or adaptation, is at OWNER's risk as to ENGINEER's professional liability for that other use; nothing in this Section obligates OWNER to indemnify, defend, or hold harmless any person. OWNER's obligation to make final payment for the services described in Exhibit F-1 is conditioned on delivery

of the items required by this Section 15.4 and of the Record Drawings required by Exhibit F-1, Exhibit A, Paragraph 1.06.B.26.a.

15.5 Professional Liability Insurance. The professional liability insurance required by Exhibit G of Exhibit F-1 must cover both the services described in Exhibit F-1 and the Design Services and must carry a retroactive date not later than September 25, 2023. ENGINEER shall maintain that coverage, or an extended reporting period providing equivalent coverage, for not less than six (6) years after final acceptance of the work at the last Project Site to be constructed. ENGINEER's certificate of insurance must state the retroactive date, and ENGINEER shall furnish the policy declarations page upon OWNER's request. ENGINEER shall notify OWNER in writing within ten (10) days if the annual aggregate is reduced by more than fifty percent (50%) by claims or claim expenses or if the retroactive date is advanced. Section 6 of this Agreement is amended to replace "maximum limits" with "minimum limits" wherever it appears.

15.6 Conflict of Interest; Independent Review. ENGINEER shall disclose to OWNER in writing, promptly upon becoming aware of it, any matter in which a contractor asserts, or ENGINEER believes, that an error, omission, ambiguity, or conflict in the Design Documents is a cause of the matter. As to any such matter, ENGINEER's decision or interpretation under Exhibit F-1 is a recommendation to OWNER only and is not binding on OWNER. OWNER may retain an independent licensed professional engineer to review any decision, interpretation, recommendation, or certification of ENGINEER, or any portion of the Design Documents, and ENGINEER shall cooperate with and furnish records and Design Documents to that reviewer without additional compensation. If the independent reviewer determines that the matter arose from an error or omission in the Design Documents, ENGINEER shall reimburse OWNER's reasonable cost of the review. Retention of an independent reviewer does not relieve ENGINEER of any obligation and is not a designation under Exhibit F-1, Paragraph 2.04.I.

15.7 No Waiver, Estoppel, or Release Arising From ENGINEER's Dual Role. ENGINEER shall not assert, and waives, any defense of waiver, estoppel, ratification, release, accord and satisfaction, or acceptance, and any argument that OWNER's claims concerning the Design Documents are barred, limited, or reduced, based on any of the following: OWNER's approval or acceptance of any submittal, schedule, quantity, pay application, change order, or other document; ENGINEER's recommendation of any payment to a contractor; ENGINEER's issuance of a certificate of substantial completion, a Notice of Acceptability of Work, or any other certification; OWNER's final acceptance of the work; OWNER's final payment to any contractor or to ENGINEER; OWNER's use or occupancy of the work; or OWNER's engagement of ENGINEER to perform the services described in Exhibit F-1. ENGINEER's performance of the services required by Section 15.3 does not constitute a cure, accord, or satisfaction of any claim of OWNER arising from the Design Documents.

15.8 Indemnification. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER and its elected officials, officers, employees, and agents from and against all claims, losses, damages, costs, and judgments, including

reasonable attorneys' and consultants' fees, to the extent caused by the negligent acts, errors, or omissions, or willful misconduct, of ENGINEER or its employees, subconsultants, or subcontractors in performing the Design Services, or by ENGINEER's breach of the Agreement with respect to the Design Services. ENGINEER shall reimburse OWNER's reasonable defense costs in proportion to ENGINEER's share of fault as finally determined. Nothing in this Section requires ENGINEER to indemnify OWNER against OWNER's own negligence, consistent with Miss. Code Ann. § 31-5-41. This Section is in addition to Exhibit F-1, Paragraph 6.10.A.

15.9 Setoff. OWNER may withhold from, or set off against, any amount otherwise payable to ENGINEER under any part of the Agreement any amount OWNER is entitled to recover from ENGINEER arising out of ENGINEER's breach of the Agreement, and any cost OWNER incurs by reason of an error, omission, ambiguity, or conflict in the Design Documents to the extent caused by ENGINEER's failure to meet the standard stated in Section 15.1, less any amount OWNER would have paid had the Design Documents been correct in the first instance. OWNER shall state the basis of any withholding or setoff in writing. A withholding or setoff made in good faith under this Section is not a failure to pay an undisputed amount under Exhibit F-1, Paragraph 4.02.C or Section 7.C of this Agreement, and does not entitle ENGINEER to suspend or terminate.

SECTION 7. OTHER AMENDMENTS TO THE ORIGINAL AGREEMENT

7.1 *Suspension.* Section 7.C of the Original Agreement is deleted and replaced with: "C. Suspension of Services. If OWNER fails to pay any undisputed amount within the time required by Miss. Code Ann. § 31-7-305, ENGINEER may, after fifteen (15) days' written notice to OWNER and OWNER's failure to pay within that period, suspend performance until payment is made. ENGINEER shall not suspend services for nonpayment of any amount disputed in good faith or withheld under Section 15.9."

7.2 *Termination for Convenience.* Section 7 of the Original Agreement is amended to add: "E. Termination for Convenience. OWNER may terminate this Agreement, in whole or as to any one or more Project Sites or as to the services described in Exhibit F-1, for its convenience upon written notice. ENGINEER shall be paid for services properly performed through the effective date of termination, not to exceed the applicable amounts stated in Exhibit E, and shall not be entitled to anticipated profit on unperformed services. Termination for convenience of the services described in Exhibit F-1 is governed by Exhibit F-1, Paragraphs 6.05.C and 6.05.E."

7.3 *Payment Clauses.* Exhibit C, Paragraph 1.3 of the Original Agreement is amended to add: "The Target Cost Ceiling is a maximum and not an amount to which ENGINEER is entitled. The engineering fee stated in Exhibit E for each Project Site is a separate not-to-exceed amount for that Project Site." Exhibit C, Paragraph 1.5.2 of the Original Agreement is deleted and replaced with: "Final payment for each Project Site shall be limited to amounts earned for services actually performed and allowable costs actually incurred, not to exceed the amount stated for that Project Site in Exhibit E."

7.4 *Governing Law; Venue.* The Original Agreement is amended to add the following new Section 16: "Section 16. This Agreement is governed by the laws of the State of Mississippi. Venue for any action arising out of or relating to this Agreement, including any action concerning the Design Services or the Design Documents, lies exclusively in the Circuit Court of the First Judicial District of Hinds County, Mississippi, or, for matters within the exclusive jurisdiction of the federal courts, in the United States District Court for the Southern District of Mississippi, Northern Division. ENGINEER consents to personal jurisdiction and venue in those courts and waives any objection based on forum non conveniens."

7.5 *Survival.* Sections 6, 10, 15, and 16 of the Original Agreement as amended, and Paragraphs 6.11, 6.12.B, and 8.06 through 8.17 of Exhibit F-1, survive completion or termination of the Agreement.

7.6 *Notices; Designated Representatives.* Notices to OWNER under any part of the Agreement shall be addressed to the Mayor, City of Jackson, 219 S. President Street, Jackson, Mississippi 39201, with copies to the City Attorney and to the Director of Public Works. OWNER's Designated Representative for the Agreement is Lorenzo Anderson, P.E., Director, Department of Public Works. ENGINEER's Designated Representative is Elmore Moody, P.E.

SECTION 8. REPRESENTATIONS OF ENGINEER

8.1 ENGINEER shall deliver, with its executed counterpart of this Amendment, the E-Verify documentation required by Exhibit F-1, Paragraph 8.07.C and the certificates of insurance required by Exhibit F-1, Paragraph 6.04.E and Section 15.5 of the Original Agreement.

SECTION 9. EQUAL BUSINESS OPPORTUNITY

9.1 No Equal Business Opportunity plan, participation goal, or related reporting requirement, penalty, sanction, or remedy is a term of this Amendment or a condition of its award, and none applies to the services described in Exhibit F-1.

9.2 Section 8.B of the Original Agreement, which encourages but does not require the use of qualified Minority Business Enterprise companies and requires documentation of recruiting efforts, is unchanged. It imposes no participation goal or penalty, and it applies to any subconsultant proposed for the services described in Exhibit F-1 only as a documentation requirement.

9.3 Nothing in this Section limits Exhibit F-1, Paragraph 8.14 (Nondiscrimination).

SECTION 10. EFFECT OF AMENDMENT

10.1 Except as amended by this Amendment, the Original Agreement remains in full force and effect. In the event of a conflict between this Amendment and the Original Agreement, this Amendment controls. In the event of a conflict between this Amendment and Exhibit F-1, this Amendment controls.

10.2 This Amendment is effective upon execution by both parties following authorization by OWNER's governing authority.

10.3 This Amendment may be executed in counterparts, each of which is an original and all of which together are one instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 by their duly authorized representatives on the dates shown below.

CITY OF JACKSON, MISSISSIPPI	**CIVILTECH, INC.**
By: _____	By: _____
Name: John Horhn	Name: Elmore Moody, P.E.
Title: Mayor	Title: Owner/President
Date: _____	Date: _____
ATTEST:	ATTEST:
_____	_____
Municipal Clerk	Title: _____

Attachments: Exhibit F-1 (Agreement terms and conditions, as modified); Exhibit F-1 Exhibits A, D, E, G, and J with Appendices 1, 2A, and 2B, as modified; Attachment 1.

ATTACHMENT 1 — ENGINEER'S DISCLOSURES UNDER SECTION 15.2(e) OF THE ORIGINAL AGREEMENT

_____

_____

_____

_____

[If none, ENGINEER shall write "None."]

DRAFT

EXHIBIT F-1 TO THE AGREEMENT FOR ENGINEERING SERVICES FOR THE CITY OF JACKSON 2023 ARTERIAL STREET RESURFACING PROJECTS DATED SEPTEMBER 25, 2023, AS AMENDED BY AMENDMENT NO. 1.
This document is modified from EJCDC® E-500 (2020). Terms used herein are construed as provided in Section 3 of Amendment No. 1.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR CONSTRUCTION ENGINEERING SERVICES

These are the terms and conditions governing construction engineering and inspection services under the Agreement between the City of Jackson, Mississippi ("Owner") and CivilTech, Inc. ("Engineer"). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as the Beasley Road/NW Industrial Parkway/NW Progress Parkway Resurfacing Project ("Project"). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as follows: To provide the City with construction engineering and inspection services relating to the resurfacing of Beasley Road, NW Industrial Parkway, and NW Progress Parkway in Jackson, Mississippi, as described in Exhibit A. Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 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 Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

Not Used. Engineer prepared the design for the Project under the Original Agreement and possesses the Project information developed under it.

2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents

Not Used.

2.03 Owner-Furnished Services

A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:

1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, and legal services needed as a result of issues raised by Contractor.

3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.

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B. *Not Used.*

C. 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.

D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.

E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 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 provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.

C. 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.

D. 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.

E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.

F. 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, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

G. 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, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

H. 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,

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including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner will define in writing the duties, responsibilities, and limitations of authority of such other party. An independent reviewer retained under Section 15.6 of the Original Agreement, as added by Amendment No. 1, is not such a representative.

J. Owner shall:

1. Attend and participate in pre-construction conferences and Site visits to determine Substantial Completion and readiness of the completed Work for final payment, as Owner determines appropriate.

2. 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.

3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, only by an amendment satisfying Paragraph 2.05.C.

4. Not Used.

2.05 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), including Resident Project Representative services under Exhibit A Paragraph 1.06.B.3 and Exhibit D	$140,722.15 (not to exceed)	Standard Hourly Rates (Exhibit J)
2.	Post-Construction Phase Services (Exhibit A Paragraph 1.07)	$1,427.24 (not to exceed)	Standard Hourly Rates (Exhibit J)
3.	Additional Services (Article 2 of Exhibit A)	$0.00. None authorized as of the Effective Date; payable only pursuant to Paragraph 2.05.C	Not applicable unless amended

Total not to exceed, Items 1 and 2: $142,149.39. Based on a continuous 120-day construction period, plus Post-Construction Phase services concluding at the end of the Construction Contract's one-year correction period, which commences on the date of final acceptance of the Work.

1. The amounts stated in Items 1 and 2, and their total, are not-to-exceed maximums and are not estimates. Each is inclusive of all of Engineer's labor, overhead, and profit, all

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Reimbursable Expenses, and all charges of Engineer's Subcontractors and Subconsultants.

2. No amount is payable for Additional Services, and no not-to-exceed amount may be increased, except pursuant to a written amendment satisfying Paragraph 2.05.C.

C. Compensation Increases Require an Amendment:

1. The not-to-exceed amounts stated in Paragraph 2.05.B are the maximum amounts payable by Owner for the services described in this Exhibit F-1. No Additional Services are authorized as of the Effective Date, and no amount is payable for Additional Services.

2. Notwithstanding any other provision of the Agreement — including Paragraphs 3.02.B, 3.02.C, 4.02.D, 6.01.E.3, 6.02.B, 6.09.E.1, Exhibit A Paragraphs 1.06.A, 1.06.B.1, 1.06.C, 2.01, and 2.02, and Exhibit J — Engineer is not entitled to, and Owner has no obligation to pay, any compensation exceeding the not-to-exceed amounts in Paragraph 2.05.B, and no equitable adjustment, equitable increase, or other change to Engineer's compensation is effective, unless and until Owner and Engineer execute a written amendment that satisfies Section 11 of the Original Agreement and that:

a. describes the services or circumstances giving rise to the increase;

b. states the increased not-to-exceed amount and the basis on which it was determined;

c. has been authorized by Owner's governing authority by order duly entered upon its minutes; and

d. is executed by the person authorized by that order to execute it on Owner's behalf.

3. Engineer performs any service in excess of the not-to-exceed amounts, and any Additional Service, at its own risk and without entitlement to compensation, unless an amendment satisfying Paragraph 2.05.C.2 was executed before the service was performed. No course of dealing, oral instruction, written direction, field authorization, approval of a submittal or invoice, or acceptance of services constitutes an amendment or waives this requirement, and no employee, officer, or agent of Owner has authority to bind Owner to any increase except through such an amendment.

4. Any such amendment shall be a written amendment to the Original Agreement under Section 11 of the Original Agreement.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer is authorized to begin rendering services upon the Effective Date.

3.02 Time for Completion

A. Engineer shall complete its obligations within a reasonable time. Engineer shall continue services through the Construction Phase and the Post-Construction Phase as described in Exhibit A. The not-to-exceed amounts in Paragraph 2.05.B are based on a continuous 120-day construction period and on Post-Construction Phase services concluding at the end of

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the Construction Contract's one-year correction period, which the parties agree are reasonable. Any change to this schedule is subject to Paragraph 2.05.C.

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 will be adjusted equitably, and the amounts of Engineer's compensation may be adjusted only pursuant to an amendment satisfying Paragraph 2.05.C.

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 will be adjusted equitably, and the amounts of Engineer's compensation may be adjusted only pursuant to an amendment satisfying Paragraph 2.05.C.

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 to the recovery of damages resulting from such failure by Engineer, in addition to any other right or remedy available to Owner under the Agreement or at law.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 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. Engineer shall submit its invoices to Owner on a monthly basis. Owner will pay each approved invoice in accordance with Miss. Code Ann. § 31-7-305. Each invoice must identify, for the billing period and cumulatively: hours charged by each named individual and billing class, the applicable Standard Hourly Rate, Reimbursable Expenses by category with supporting receipts, and Subcontractor and Subconsultant charges; must state the cumulative amount invoiced to date against each applicable not-to-exceed amount and the balance remaining; and must be accompanied by the monthly progress report required by Exhibit A Paragraph 1.01.A.5 and copies of the RPR daily reports for the billing period. Engineer shall invoice services under this Exhibit F-1 separately from services under the Original Agreement. Engineer shall not invoice, and Owner is not obligated to pay, any amount that would cause cumulative compensation to exceed an applicable not-to-exceed amount absent an amendment satisfying Paragraph 2.05.C.

4.02 Payments

A. Not Used.

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 the time required by Miss. Code Ann. § 31-7-305, then:

1. Engineer shall be entitled to interest only as provided in Miss. Code Ann. § 31-7-305;

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and

2. Engineer may, after giving fifteen (15) days' written notice to Owner and if payment is not made within that period, suspend services under this Agreement until Owner has paid in full amounts due. Engineer shall not suspend services for nonpayment of any amount disputed in good faith under Paragraph 4.02.B or withheld under Section 15.9 of the Original Agreement, as added by Amendment No. 1.

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, subject to Paragraph 2.05.C.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

Not Used.

5.02 Opinions of Total Project Costs

Not Used.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. Standard of Care: The standard of care for all construction 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, as applied to professional engineers licensed in Mississippi performing construction engineering and inspection services on municipal roadway projects. Engineer's express obligations and representations in the Agreement are not diminished by this Paragraph.

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 the prior written approval of Owner. Engineer shall not substitute or add any Subconsultant or Engineer's Subcontractor without Owner's prior written approval. This Paragraph operates together with, and is not an alternative to, Section 8.B of the Original Agreement.

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.

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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 or times of performance, and for a request by Engineer for an amendment under Paragraph 2.05.C:

   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. General Conditions of Construction Contract: The general conditions of the Construction Contract are the City of Jackson Standard Specifications, the Supplements and Amendments to the Standard Specifications, and the Special Provisions, as incorporated in the Construction Contract Documents. References in the Agreement to EJCDC® C-700 mean those general conditions.

G. Copies of Drawings and Specifications: With respect to any revised or supplemental Drawings or Specifications, and the Record Drawings, prepared under this Exhibit F-1, Engineer shall deliver to Owner at least one complete electronic copy in PDF and in native AutoCAD format, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.

H. 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. This Paragraph does not excuse Engineer from executing the recommendations of payment, certificates of Substantial Completion, Notice of Acceptability of Work, and quantity certifications required by the Agreement or the Construction Contract Documents, to the extent of Engineer's knowledge, information, and belief based on the services required by the Agreement.

I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

K. Engineer shall not be responsible for any decision made regarding the Construction Contract

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Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.

L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

M. Engineer's services do not include providing legal advice or representation.

N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

A. All Documents prepared under this Exhibit F-1, and all field notes, daily reports, diaries, photographs, video, quantity records, material delivery tickets, test logs, correspondence, and other records prepared or obtained by Engineer or the RPR in performing services under this Exhibit F-1, are the property of Owner upon their creation, whether or not the Project is completed, and Engineer shall deliver them to Owner upon completion or termination of Engineer's services or upon Owner's earlier request. Engineer may retain copies for its records. Owner may use them for any purpose, and nothing in this Paragraph obligates Owner to indemnify, defend, or hold harmless Engineer or any other person. The Design Documents are governed by Section 15.4 of the Original Agreement, as added by Amendment No. 1.

B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer pursuant to an amendment satisfying Paragraph 2.05.C.

C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies results in third-party claims of infringement or violation of intellectual property rights, then Engineer shall bear the costs of defending against, settling, or paying such claims, except to the extent the technology was specified at Owner's written direction over Engineer's written objection.

D. 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.

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6.03 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.

1. Not Used.

2. Not Used.

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.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G.

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. Not Used. Owner is a political subdivision whose liability is governed by the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-1 et seq., and Owner is not required to procure insurance for Engineer's benefit.

D. Owner shall require Contractor to purchase and maintain policies of insurance as required by the Construction Contract Documents. To the extent the Construction Contract Documents so provide, Engineer will be named as an additional insured on Contractor's liability insurance. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

E. Engineer shall deliver to Owner 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 and during any period

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for which Exhibit G or Section 15.5 of the Original Agreement, as added by Amendment No. 1, requires coverage to be maintained after completion of services.

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. Not Used.

G. Not Used.

H. 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 thirty (30) days' prior written notice has been given to Owner, and Engineer shall replace the coverage being cancelled or reduced to conform to the requirements of the Agreement before the effective date of cancellation or reduction.

I. 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.

6.05 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 15 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. Not Used.

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

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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 one hundred twenty (120) days for reasons beyond Engineer's control and not caused by Contractor, other than a suspension under Exhibit J Paragraph 1.03.F; 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 proper termination by Engineer for cause under Paragraph 6.05.B.2.

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 at the Standard Hourly Rates, within the not-to-exceed amounts, except where termination is for Engineer's cause.

E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive payment for all services properly performed or furnished in accordance with this Agreement and all reimbursable expenses properly incurred through the effective date of termination, not to exceed the applicable not-to-exceed amounts. Owner's ownership of Documents and records under Paragraph 6.02.A is not conditioned on payment.

   1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation, then Engineer's entitlement to payment will be resolved in accordance with Paragraph 6.07. Owner may withhold from any payment the reasonable costs of completing Engineer's services by another engineer, to the extent those costs exceed the unpaid balance of the not-to-exceed amounts.

   2. Not Used.

F. Termination for Loss of Licensure or E-Verify Violation: Owner may terminate the Agreement for cause upon written notice, without the cure period in Paragraph 6.05.B.1.a, if Engineer's certificate of authority, or the license of the individual in responsible charge, is suspended or

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revoked, or if Engineer violates Paragraph 8.07.

6.06 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 may terminate this Agreement with or without cause by a vote of a majority of the quorum of the City Council.

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.

6.07 Dispute Resolution

A. 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.

2. If a Dispute is not resolved by negotiation, the parties may, by mutual written agreement, submit it to non-binding mediation. Owner and Engineer agree to participate in any such mediation process in good faith. Confidentiality of mediation is subject to the Mississippi Public Records Act.

3. If the parties fail to resolve a Dispute through negotiations, then either party may exercise its rights at law in accordance with Section 16 of the Original Agreement, as added by Amendment No. 1.

4. Pending resolution of any Dispute, Engineer shall continue to perform its services, and Owner shall continue to pay undisputed amounts.

6.08 Controlling Law; Venue

A. Not Used. See Section 16 of the Original Agreement, as added by Amendment No. 1.

6.09 Environmental Condition of Site

A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's actual

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knowledge, without investigation, no Constituents of Concern, other than those disclosed in writing to Engineer or identified in the Design Documents or other information developed by Engineer under the Original Agreement, 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 after written notice to Owner, 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 in accordance with Paragraph 2.05.C to reflect changes necessitated by the presence of such Constituents of Concern; or

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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.

6.10 Indemnification and Mutual Waiver

A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, officials, agents, and employees, from claims, losses, damages, costs, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, to the extent caused by any negligent act, error, or omission, or willful misconduct, of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors, or by Engineer's breach of the Agreement. Engineer shall reimburse Owner's reasonable defense costs in proportion to Engineer's share of fault as finally determined. Nothing in this Paragraph requires Engineer to indemnify Owner against Owner's own negligence, consistent with Miss. Code Ann. § 31-5-41.

B. Not Used.

C. Defense: Engineer's obligation to reimburse defense costs is stated in Paragraph 6.10.A.

D. 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.

E. For clarity, the following are direct damages recoverable by Owner to the extent caused by Engineer's breach of the Agreement or negligence: amounts Owner pays to Contractor or others for delay, disruption, rework, or extra work; overpayments to Contractor resulting from inaccurate quantity determinations; liquidated damages Owner is unable to assess or collect; fines or penalties; and the reasonable cost of retaining another engineer to complete or correct Engineer's services.

6.11 Records Retention

A. Engineer shall maintain on file in legible form, for a period of not less than five (5) years following completion or termination of its services, or such longer period as required by Laws and Regulations or Paragraph 8.09, all Documents, records (including cost records), daily reports, quantity records, material delivery tickets, 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 no cost.

6.12 Miscellaneous Provisions

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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, with a copy by one of the other methods listed. All such notices are effective upon the date of receipt. Notices to Owner must be addressed to the Mayor, with copies to the City Attorney and the Director of Public Works.

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. Not Used.

F. Independent Contractor: Engineer is an independent contractor. None of Engineer's personnel are employees of Owner, and Engineer is solely responsible for their compensation, benefits, taxes, and workers' compensation coverage.

ARTICLE 7—DEFINITIONS

7.01 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—As defined in Section 1.1 of Amendment No. 1.

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.

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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 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.

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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. Design Documents—As defined in Section 1.4 of Amendment No. 1.

19. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

20. 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.

21. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

22. 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.

23. Engineer—The individual or entity named as such in this Agreement.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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

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Project.

29. 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.

30. 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, supplemented by the observations and records of Engineer and the RPR.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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

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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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

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ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 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—Not Used.

C. Exhibit C, Amendment to Owner-Engineer Agreement (form)—Not Used.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.

E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form).

F. Exhibit F, Electronic Documents Protocol (EDP)—Not Used.

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.

8.02 Total Agreement

A. Not Used. See Section 3.2 of Amendment No. 1.

8.03 Designated Representatives

A. Owner's Designated Representative is Lorenzo Anderson, P.E., Director, Department of Public Works. Engineer's Designated Representative is Elmore Moody, P.E. Each has authority to transmit instructions, receive information, and render decisions on behalf of the party it represents, except that Owner's Designated Representative has no authority to authorize Additional Services, increase any not-to-exceed amount, or waive any provision of the Agreement, except as provided in Paragraph 2.05.C. Either party may change its Designated Representative by written notice.

8.04 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.

8.05 Conflict of Interest

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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 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.

8.06 Mississippi Public Contract Provisions; Precedence

A. Paragraphs 8.06 through 8.17 state requirements imposed by Mississippi law and by Owner's status as a Mississippi municipal governing authority, and apply to the Agreement as a whole as provided in Section 4.3 of Amendment No. 1. In the event of a conflict between those Paragraphs and any other provision of the Agreement, those Paragraphs control.

B. If any of Paragraphs 8.06 through 8.17 is held invalid or unenforceable, the remainder remains in effect. None of them is waived by Owner's failure to enforce it, and no employee, officer, or agent of Owner has authority to waive any of them.

C. Nothing in Paragraphs 8.06 through 8.17 creates any right in any third party.

8.07 Employment Eligibility Verification (E-Verify)

A. Engineer represents and warrants that it is registered with and participates in the federal employment eligibility verification program known as E-Verify, and that it verifies the employment eligibility of every employee hired to perform work within the State of Mississippi, as required by Miss. Code Ann. § 71-11-3.

B. Engineer shall require each of its Subcontractors and Subconsultants performing work within the State of Mississippi under the Agreement to make the same representation and to comply with the same requirement, and shall obtain from each a written certification to that effect before that Subcontractor or Subconsultant begins work.

C. Engineer shall furnish Owner, upon execution of Amendment No. 1 and thereafter upon Owner's written request, documentation evidencing its E-Verify registration and participation and the certifications obtained under Paragraph 8.07.B.

D. Engineer acknowledges that a violation of Miss. Code Ann. § 71-11-3 may subject Engineer to cancellation of the Agreement, ineligibility for public contracts for up to three years, loss of any license or permit to do business in Mississippi for up to one year, or both, and liability for any additional costs incurred by Owner because of the cancellation of the Agreement or the loss of any license or permit. Engineer's breach of this Paragraph 8.07 is a material breach for which Owner may terminate under Paragraph 6.05.F.

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8.08 Availability of Funds; Non-Appropriation

A. Owner's obligation to make any payment under the Agreement is contingent upon the availability and appropriation of funds lawfully applicable to the Agreement. The Agreement does not create, and may not be construed to create, a debt or obligation of Owner beyond the fiscal year in which funds have been appropriated.

B. If funds are not appropriated or otherwise made available to support continued performance in any fiscal year, Owner may terminate the Agreement, or suspend performance, upon written notice to Engineer, without penalty, damages, or further obligation other than payment for services properly performed and Reimbursable Expenses properly incurred before the effective date of the notice, subject to the applicable not-to-exceed amounts.

C. Termination or suspension under this Paragraph 8.08 is not a breach by Owner and does not give rise to any claim for anticipated profit, unabsorbed overhead, or consequential damages.

8.09 Access to Records; State Auditor

A. Engineer shall maintain complete books, records, documents, payrolls, time records, invoices, and other evidence relating to the cost and performance of services under the Agreement, in accordance with generally accepted accounting principles, for not less than three (3) years after the date of final payment under the Agreement, or until the resolution of any audit finding, claim, litigation, or investigation commenced before the end of that period, whichever is later, and in any event for not less than the period stated in Paragraph 6.11.

B. Engineer shall make such records available at all reasonable times for examination, audit, abstracting, and reproduction by Owner, by Owner's independent auditor, by the Mississippi Office of the State Auditor, and by their authorized representatives. Engineer acknowledges the authority of the State Auditor under Miss. Code Ann. § 7-7-211 to examine the records of persons and entities insofar as those records relate to dealings with a public entity.

C. Engineer shall include in every subcontract and subconsultant agreement under the Agreement a provision imposing the requirements of this Paragraph 8.09 on the Subcontractor or Subconsultant.

D. Records furnished under this Paragraph 8.09 are furnished at no cost to Owner or the requesting auditor.

8.10 Ethics; Conflicts of Interest

A. Engineer represents that no officer, official, or employee of Owner has any direct or indirect financial interest in the Agreement, and that no such person has participated in the selection, negotiation, award, or administration of the Agreement in which that person has a financial interest, in violation of Miss. Code Ann. § 25-4-101 et seq. or Article 4, Section 109 of the Mississippi Constitution.

B. Engineer shall not employ, retain, or compensate any officer, official, or employee of Owner during the term of the Agreement in any capacity related to the Project.

C. Engineer shall disclose to Owner in writing, promptly upon becoming aware of it, any facts that create or may create a conflict of interest under this Paragraph 8.10 or under Paragraph 8.05.

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D. This Paragraph 8.10 supplements and does not limit Paragraph 8.05 or Section 15.6 of the Original Agreement, as added by Amendment No. 1, including the disclosure obligations and Owner's independent-review right arising from Engineer's role as designer of record.

8.11 Contingent Fees and Gratuities

A. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure the Agreement or Amendment No. 1, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of the Agreement or Amendment No. 1.

B. Engineer has not offered and will not offer any gratuity, gift, favor, entertainment, loan, or other thing of value to any officer, official, employee, or agent of Owner in connection with the Agreement.

C. For breach of this Paragraph 8.11, Owner may terminate the Agreement without liability and may recover or deduct from amounts otherwise payable the full amount of the fee, commission, percentage, brokerage fee, gift, or contingent fee.

8.12 Professional Licensure

A. Engineer represents and warrants that it holds a current certificate of authority to practice engineering in the State of Mississippi, and that every individual performing professional engineering services under the Agreement holds a current Mississippi license as required by Miss. Code Ann. § 73-13-1 et seq.

B. Engineer shall maintain such licensure throughout the term of the Agreement and shall notify Owner, in writing within five (5) business days of any lapse, suspension, revocation, restriction, or disciplinary action affecting Engineer's certificate of authority or the license of any individual sealing documents for the Project.

8.13 Public Records

A. Engineer acknowledges that Owner is a public body subject to the Mississippi Public Records Act of 1983, Miss. Code Ann. § 25-61-1 et seq., and that records in Owner's possession relating to the Agreement and the Project are presumptively subject to public disclosure.

B. If Engineer contends that any record it furnishes to Owner constitutes a trade secret or confidential commercial or financial information exempt from disclosure, Engineer shall clearly and conspicuously mark that record at the time it is furnished and shall state the basis for the claimed exemption. A blanket or undifferentiated marking of an entire submission is not effective.

C. Upon receipt of a public records request encompassing a record so marked, Owner will give Engineer the notice provided by Miss. Code Ann. § 25-61-9. Engineer is solely responsible for seeking and obtaining any protective order or other relief. Owner has no obligation to defend Engineer's claimed exemption and no liability to Engineer for disclosure of records not timely and properly marked, or for disclosure required by law or by order of a court.

8.14 Nondiscrimination

A. Engineer shall not discriminate against any employee or applicant for employment, or against any Subcontractor, Subconsultant, or supplier, because of race, color, religion, sex, national

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origin, age, disability, or any other status protected by applicable federal or state law. Equal Business Opportunity Program requirements are addressed in Section 9 of Amendment No. 1.

8.15 Authority; Action by Minutes

A. Engineer acknowledges that Owner is a municipal governing authority that acts only through orders duly entered upon its official minutes, and that no representation, direction, promise, approval, waiver, or agreement by any officer, official, employee, or agent of Owner is binding upon Owner unless authorized by an order of the City Council entered upon its minutes.

B. Engineer acknowledges that it has reviewed and relies upon the order of the City Council authorizing execution of Amendment No. 1, and that no amendment, change order, or modification affecting scope, schedule, or compensation is effective unless authorized by an order of the City Council entered upon its minutes, executed in accordance with Section 11 of the Original Agreement, and, as to compensation for services under this Exhibit F-1, satisfying Paragraph 2.05.C.

8.16 Governing Law; Venue

A. Not Used. See Section 16 of the Original Agreement, as added by Amendment No. 1.

8.17 Sovereign Immunity Reserved

A. Nothing in the Agreement constitutes a waiver of any immunity, defense, limitation of liability, or damages cap available to Owner or its officers, officials, employees, or agents under the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-1 et seq., or under any other provision of law. Owner expressly reserves all such immunities and defenses.

B. No provision of the Agreement requiring Owner to indemnify, defend, or hold harmless any person is enforceable except to the extent permitted by Mississippi law.

Signature page not used. This Exhibit F-1 is not separately executed; the parties' execution of Amendment No. 1 constitutes their agreement to it. See Section 2.4 of Amendment No. 1.

Owner: The City of Jackson, Mississippi	Engineer: CivilTech, Inc.
_____ (name of organization)	_____ (name of organization)
By: _____ (individual's signature)	By: _____ (individual's signature)
Date: _____ (date signed)	Date: _____ (date signed)
Name: _____ (typed or printed)	Name: Elmore Moody, P.E. (typed or printed)
Title: Mayor (typed or printed)	Title: Owner/President (typed or printed)
Attach evidence of authority to sign.	Attach evidence of authority to sign.
Attest: _____ (individual's signature)	Attest: _____ (individual's signature)
Title: _____ (typed or printed)	Title: _____ (typed or printed)

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Address for giving notices:

City of Jackson, ATTN: Mayor

219 S. President St.

Jackson, MS 39201

Designated Representative:

Name: Lorenzo Anderson, P.E.
(typed or printed)

Title: Director, Public Works
(typed or printed)

Address:

Warren Hood Administration Bldg.

200 S. President St.

Jackson, MS 39201

Phone:

Email: landerson@jacksonms.gov

Address for giving notices:

CivilTech, Inc.

5420 Executive Place

Jackson, MS 39206

Designated Representative:

Name:
(typed or printed)

Title:
(typed or printed)

Address:

Phone: 601-713-1713

Email: emoody@civiltechinc.net

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EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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DRAFT

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EXHIBIT A—ENGINEER'S SERVICES

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:	Beasley Road/NW Industrial Parkway/NW Progress Parkway Resurfacing Project
Location of Project:	Beasley Road from NW Industrial Parkway to Watkins Drive; NW Industrial Parkway from County Line Road to Beasley Road; and NW Progress Parkway, as shown in the Construction Contract Documents; Jackson, Mississippi
Description of Improvements:	Mill and overlay of roadways, base and subbase repairs, driveway modifications, pavement markings, traffic control, and incidental work, as specified in the Construction Contract Documents
Expected Construction Start:	Upon notice to proceed under the Construction Contract
Construction Contract:	Awarded by Owner to Hemphill Construction Company, Inc. by order of the City Council dated June 17, 2025
Design:	Prepared by Engineer as Design Services under Sections 1 through 3 and Exhibits A and B of the Original Agreement; see Amendment No. 1

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. Not Used.
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 with each invoice. Include summary of services performed in period, expected progress in next period, percent completion of current tasks, Contractor's progress against the Construction Contract Times, cumulative quantities and payments to Contractor, status

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of Change Proposals and RFIs, cumulative Engineer compensation against each not-to-exceed amount, 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: *Not Applicable*

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. Any revised or supplemental Drawings and the Record Drawings will be prepared in a format compatible with the Design Documents and delivered as provided in Paragraph 6.01.G of the Agreement.

C. Not Used.

1.02 Study and Report Phase *[Not Applicable]*

1.03 Preliminary Design Phase *[Not Applicable]*

1.04 Final Design Phase *[Not Applicable]*

1.05 Bidding/Proposal Phase *[Not Applicable]*

1.06 Construction Phase

A. The Design Documents were prepared by Engineer under the Original Agreement, and the Construction Contract has been procured by Owner. After issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation by amendment satisfying Paragraph 2.05.C of the Agreement, or the time for completion of Engineer's services, resulting from specific modifications to the Project.

1. Engineer shall be responsible for the Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, and for all duties assigned to "Engineer" in the Construction Contract Documents, which Engineer prepared.

2. Not Used.

B. Upon written authorization from Owner under Paragraph 3.01.A of the Agreement, Engineer shall provide the following services:

1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in the general conditions specified in Paragraph 6.01.F of the Agreement.

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Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.

a. Not Used. See Paragraph 1.06.A.1.

b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract after the Effective Date, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times for reasons not attributable to Engineer, then Engineer may request an amendment under Paragraph 2.05.C of the Agreement.

c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.

2. Field Office: No Field Office required on site.

3. Resident Project Representative (RPR): Provide the services of an RPR at the Site to observe and inspect the Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. RPR services are Basic Services compensated within the not-to-exceed amount for Basic Services.

4. Materials Testing: Materials testing required by the Construction Contract Documents is procured under the Construction Contract. Engineer shall schedule and coordinate testing with Contractor and the testing firm, observe sampling where required, maintain a log of test locations and results, review all results for conformance with the Construction Contract Documents, and notify Owner and Contractor in writing within one (1) business day of any failing result.

5. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.

6. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

7. Original Documents: Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

8. Schedules: Receive, review, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.

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a. Schedules will be acceptable to Engineer as to form and substance:

1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.

3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

9. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

10. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.

11. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of the Work, and in any event not less than once per week while Work is in progress, by the Senior Engineer or Principal Engineer, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract

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Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

12. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.

    a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.

    b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

13. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

14. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, and in any event within five (5) business days after receipt or such shorter time as the Construction Contract requires, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

15. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's

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performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

16. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

17. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required. Each recommendation must state the reason for the change, the basis for the price and time adjustment (including an independent check of unit prices and quantities), and whether the change arises in whole or in part from the Design Documents as required by Paragraph 1.06.D.1. Engineer has no authority to bind Owner to any Change Order or Work Change Directive, each of which requires such approval of Owner's governing authority as Mississippi law and Owner's policies require.

18. Change Proposals and Claims

    a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. Engineer's action on any Change Proposal that is subject to Section 15.6 of the Original Agreement, as added by Amendment No. 1, is a recommendation to Owner only.

    b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

19. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.

20. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals (including asphalt mix designs, job-mix formulas, and traffic control plans), but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted, and in any event shall act on each

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Submittal within ten (10) days of receipt unless the Construction Contract requires a shorter time.

21. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.

22. Inspections and Tests

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests, unless Engineer knows or reasonably should know that the results are unreliable.

    b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.

    c. Issue written requests to Contractor that specific portions of the Work remain uncovered.

    d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

23. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents), based on the quantity documentation required by Paragraph

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1.06.B.26.b. Engineer shall not recommend payment for any unit-price quantity not supported by that documentation.

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by 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 Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the 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 and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, 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.

24. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit, and to prepare the Record Drawings under Paragraph 1.06.B.26.a.

25. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

26. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:

    a. Record Drawings: Prepare Record Drawings of the Project based on Contractor's marked-up record documents and the observations and records of Engineer and the RPR, showing all changes made during construction, including final limits of milling and overlay, base repair locations and dimensions, driveway modifications,

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pavement marking layout, and adjusted utility structures. Deliver them to Owner in accordance with Paragraph 6.01.G of the Agreement before Engineer's final invoice for Construction Phase services.

b. Quantity Verification: Measure and document all unit-price quantities as the Work progresses, including: collecting, verifying, and reconciling each day's material delivery tickets against the quantities placed; measuring milled and paved areas; performing yield checks comparing tonnage placed with planned thickness and area, and reporting any variance exceeding five percent (5%) to Owner within one (1) business day; and maintaining a quantity record, organized by bid item and location, that supports every quantity in each recommendation of payment. Before recommending final payment, prepare a final quantity reconciliation, by bid item, comparing plan and final quantities and explaining any variance exceeding ten percent (10%).

c. Pre-Construction Documentation: Before Contractor begins Work, photograph or video-record the Site and adjacent curbs, gutters, driveways, sidewalks, utility structures, and visible private improvements, and deliver the record to Owner.

d. Traffic Control Observation: Observe Contractor's maintenance of traffic for general conformance with the approved traffic control plan, the Construction Contract Documents, and the Manual on Uniform Traffic Control Devices, and promptly notify Contractor and Owner in writing of observed nonconformance. This task does not make Engineer responsible for Contractor's means, methods, or safety programs.

e. Utility Structures: Coordinate with the owners and operators of utility structures within the limits of the Work, including the operator of the water and sewer system, regarding adjustment of manholes, valve boxes, and similar structures to grade and document their final condition.

f. Accessibility Elements: To the extent the Construction Contract Documents include curb ramps or other pedestrian elements, observe and document, including by field measurement of slopes and landings, whether the constructed elements conform to the Construction Contract Documents, and report nonconformance to Owner and Contractor in writing.

g. Weekly Reporting: Deliver to Owner, each week that Work is in progress, a summary of Work performed, quantities placed, test results, weather and working days charged, and open issues.

27. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:

a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;

b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;

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c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and

d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

28. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments as between Owner and Contractor, Engineer will not show partiality to Owner or Contractor or to Engineer's own interest as designer of record, and will not be liable to Contractor or others (other than Owner) in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith. This Paragraph does not limit Engineer's responsibility to Owner for the standard of care or under Section 15 of the Original Agreement, as added by Amendment No. 1.

C. Duration of Construction Phase: The Construction Phase will commence with Engineer's receipt of Owner's written notice to proceed under Paragraph 3.01.A of the Agreement and will terminate upon written recommendation by Engineer for final payment to Contractor and delivery of the Record Drawings. Subject to the provisions of Article 3, Engineer shall be entitled to request an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract, provided that no such increase is effective and no such compensation is payable except pursuant to an amendment satisfying Paragraph 2.05.C of the Agreement executed before the services are performed. Engineer shall promptly advise Owner in writing whenever Contractor's progress indicates that the Construction Contract Times will be exceeded, so that Owner may consider assessing liquidated damages or other remedies against Contractor.

D. Design Errors and Omissions: Services performed or furnished by Engineer to investigate, evaluate, clarify, correct, supplement, or redesign any portion of the Work necessitated by an error, omission, ambiguity, or conflict in the Design Documents, or by their failure to conform to the standard of care stated in Section 15.1 of the Original Agreement, as added by Amendment No. 1, are not Additional Services, are not compensable under any part of the Agreement, and do not entitle Engineer to any increase in the not-to-exceed amounts stated in Paragraph 2.05.B of the Agreement. Engineer shall perform such services promptly and without additional compensation. Nothing in this Paragraph limits any right or remedy of Owner with respect to the Design Documents, and Engineer's performance of services under this Paragraph is not an admission of liability. See also Sections 15.3 and 15.9 of the Original Agreement, as added by Amendment No. 1.

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1. Engineer shall identify in writing, at the time it is issued, each Field Order, Change Proposal response, Work Change Directive, Change Order recommendation, and clarification or interpretation under Paragraph 1.06.B.14 that arises in whole or in part from an error, omission, ambiguity, or conflict in the Design Documents. If Owner and Engineer disagree whether a matter so arises, Engineer shall perform the services and the parties shall resolve the characterization separately; the disagreement does not excuse or delay performance.

1.07 Post-Construction Phase

A. During the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs, as Owner reasonably requests.

2. Together with Owner, visit the Project not earlier than the eleventh month following the commencement of, and not later than one month before the end of, the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor. Engineer shall furnish Owner a written report of its observations, findings, and recommendations within fourteen (14) days after the visit, in sufficient time to permit Owner to notify Contractor before the correction period ends.

3. Not Used.

B. The Post-Construction Phase services may commence during the Construction Phase and will terminate at the end of the Construction Contract's one-year correction period, which commences on the date of final acceptance of the Work.

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Requiring an Amendment — Category One

A. Engineer shall not perform or furnish any Additional Service of the types listed below unless Owner and Engineer have executed an amendment satisfying Paragraph 2.05.C of the Agreement covering that service. Engineer shall notify Owner in writing promptly upon becoming aware that circumstances giving rise to any such Additional Service have arisen or are likely to arise. These services are not included as part of Basic Services and are not payable from the not-to-exceed amounts stated in Paragraph 2.05.B of the Agreement.

1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner, and not arising from an error, omission, ambiguity, or conflict in the Design Documents as described in Paragraph 1.06.D.

2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:

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a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items, where the substitution was proposed by Contractor for Contractor's benefit and Engineer recommended its acceptance in writing;

b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project;

c. evaluation and determination of an excessive number (more than three per bid item) of proposed "or equals" or substitutions and

d. Not Used.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages, to the extent they increase the total quantity of Engineer's services rather than merely shifting their timing.

4. 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, (e) acceleration of the progress schedule involving services beyond normal working hours (other than night or weekend work required by the Construction Contract Documents, which is a Basic Service), or (f) default by Contractor.

5. 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.

6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).

7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others, but not RFIs or Change Proposals arising from the Design Documents.

9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor, the cost of which Owner may recover from Contractor to the extent the Construction Contract permits.

10. Not Used.

11. Not Used. Compliance with Paragraph 8.13 of the Agreement is a Basic Service.

12. Not Used.

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B. Emergencies: If an emergency endangers the Work or a condition at the Site presents an imminent threat to life or property, Engineer may take such action as is reasonably necessary before an amendment is executed, and shall notify Owner as soon as practicable and in no event later than twenty-four (24) hours afterward. Compensation for such services remains subject to Paragraph 2.05.C of the Agreement.

2.02 Additional Services Requiring an Amendment — Category Two

A. If authorized by an amendment satisfying Paragraph 2.05.C of the Agreement, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and are not payable from the not-to-exceed amounts stated in Paragraph 2.05.B of the Agreement.

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. This item does not include revisions required by an error, omission, ambiguity, or conflict in the Design Documents.

6. Not Used.

7. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.

9. Undertaking investigations and studies including, but not limited to:

a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;

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b. detailed consideration of operations, maintenance, and overhead expenses;

c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

d. preparation of appraisals;

e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.

f. detailed quantity surveys of materials, equipment, and labor; and

g. audits or inventories required in connection with construction performed or furnished by Owner.

10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.

11. 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.

12. Providing the following services:

    a. Not Used.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

13. Not Used.

14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, drawings, specifications, or other documents as a result of such review processes.

15. Not Used.

16. Not Used.

17. Not Used.

18. Not Used.

19. Not Used.

20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date. Any such compensation requires an amendment satisfying Paragraph 2.05.C of the Agreement.

21. Not Used.

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22. Not Used.

23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources, beyond the observations and measurements required by Paragraphs 1.06.B.11 and 1.06.B.26; revise and supplement Record Drawings as needed.

24. Not Used.

25. Not Used.

26. Not Used.

27. Not Used.

28. 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). This item does not include any proceeding in which the adequacy of the Design Documents or of Engineer's services is at issue, in which Engineer shall cooperate without compensation.

29. Overtime work requiring higher than regular rates, only where Owner requested the overtime in writing for Owner's convenience; overtime required to perform Basic Services within the Construction Contract Times, or for night or weekend work required by the Construction Contract Documents, is not an Additional Service.

30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9 and other than surveys needed for quantity verification under Paragraph 1.06.B.26.b; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.

31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

Article 1 of the Agreement, Services of Engineer, and Exhibit A, Engineer's Services, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

1.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR") to observe and inspect the progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. Engineer shall furnish _____ as the RPR for the Project. Engineer shall not remove, replace, or reassign the RPR without Owner's prior written approval, which will not be unreasonably withheld, except in the case of the RPR's death, disability, or voluntary termination of employment. In any such case, Engineer shall propose a replacement of equal or better qualifications for Owner's written approval before the replacement performs any services at the Site. Owner may, upon written notice stating the reasons, require Engineer to remove the RPR from the Project, and Engineer shall promptly propose a replacement for Owner's approval.

B. The RPR will provide full-time representation whenever Contractor is performing Work at the Site, including night and weekend work required by the Construction Contract Documents, over a continuous 120-day construction period, not to exceed 734 hours. When milling and paving operations proceed simultaneously at separate locations, Engineer shall furnish such additional qualified inspection personnel as are needed to observe each operation, within the not-to-exceed amount for Basic Services. RPR services beyond the stated hours or construction period are Additional Services requiring an amendment satisfying Paragraph 2.05.C of the Agreement.

C. Subject to the scope of RPR's observations of the Work, which shall include field checks of materials and installed Work, Engineer shall identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

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1.02 Duties and Responsibilities of RPR

A. The duties and responsibilities of the RPR are as follows:

1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall keep Engineer informed of RPR's communications with Owner, and Owner may communicate directly with the RPR at any time.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. Liaison

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.

7. Shop Drawings, Samples, and other Submittals

   a. Receive Samples that are furnished at the Site by Contractor.

   b. Receive Contractor-approved Shop Drawings.

   c. Receive other Submittals from Contractor.

   d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.

   e. Notify Engineer of availability of Samples for examination, and forward Contractor-

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approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.

f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. Review of Work; Defective Work

   a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

   b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.

   c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

   a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

   b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

   c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

   d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

   e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

   f. RPR shall perform the inspections, observations, and measurements required by Exhibit A Paragraphs 1.06.B.4, 1.06.B.11, and 1.06.B.26, and by the Construction Contract Documents as the responsibility of Engineer's field representative.

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11. Records

    a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

    b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer and to Owner not less frequently than weekly, and with each invoice.

    c. Photograph or video Work in progress or Site conditions daily, and as Owner requests.

    d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.

    e. Maintain records for use in preparing Project documentation.

    f. Upon completion of the Work, furnish original set of all RPR Project documentation to Owner, in accordance with Paragraph 6.02.A of the Agreement.

12. Reports

    a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

    b. Draft responses to or make recommendations on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

    c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

    d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values and to the quantity records maintained under Exhibit A Paragraph 1.06.B.26.b, and Work completed.

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14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. Completion

    a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

    b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

    c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

16. Tickets and Yield: Collect and verify material delivery tickets at the point of placement, reject or annotate tickets for material not placed in the Work, and perform the yield checks required by Exhibit A Paragraph 1.06.B.2.b.

1.03 Limitations of Authority

A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.
9. Accept any quantity for payment that RPR has not personally observed or verified from contemporaneous records.

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NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Notice Date:	Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **September 25, 2023, as amended by Amendment No. 1** ("Owner Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.
7. This Notice does not limit Engineer's responsibility for the Design Documents under the Agreement.

Engineer

By (signature): _____

Name (printed): _____

Title: _____

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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	$1,000,000
Each employee	$1,000,000
Policy limit	$1,000,000
Commercial General Liability	
General Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	N/A
Each Accident	N/A
Property Damage	
Each Accident	N/A
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000
Excess or Umbrella Liability	
Each Occurrence	$10,000,000
General Aggregate	$10,000,000
Professional Liability	
Each Claim	$1,000,000
Annual Aggregate	$2,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	$n/a
General Aggregate	N/A
Other Insurance [Specify]	
Each Claim	$n/a
General Aggregate	N/A

B. The Workers' Compensation coverage must comply with the Mississippi Workers' Compensation Law. The Professional Liability coverage is subject to Section 15.5 of the Original Agreement, as added by Amendment No. 1, including its requirements that the coverage extend to the Design Services, carry a retroactive date not later than September

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25, 2023, and be maintained, or an extended reporting period purchased, for not less than six (6) years after final acceptance of the Work.

1.02 Additional Insurance Requirements

A. The additional insureds under Paragraph 6.04.B of the Agreement are Owner and its elected officials, officers, employees, and agents. Coverage must be provided by endorsement, a copy of which Engineer shall furnish with its certificate.

B. All policies must be issued by insurers authorized to do business in Mississippi and rated not less than A- VII by A.M. Best, unless Owner approves otherwise in writing.

C. Engineer's commercial general liability, automobile liability, and workers' compensation policies must waive subrogation against Owner.

D. Engineer shall require each Subconsultant and Engineer's Subcontractor to maintain insurance appropriate to its services, in amounts approved by Owner.

E. Owner's review or acceptance of any certificate or policy does not waive any requirement of this Exhibit

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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 —Standard Hourly Rates Method of Payment, Not-to-Exceed

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A 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, subject in all events to the not-to-exceed amounts stated in Paragraph 1.01.A.4. Basic Services for purposes of this Paragraph include RPR services under Exhibit A Paragraph 1.06.B.3 and Exhibit D.

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 shall not exceed $142,149.39, allocated as follows, each allocation being a separate not-to-exceed amount:

a.	Study and Report Phase	Not Used
b.	Preliminary Design Phase	Not Used
c.	Final Design Phase	Not Used
d.	Bidding/Proposal Phase	Not Used
e.	Construction Phase	$140,722.15 (including RPR services)
f.	Post-Construction Phase	$1,427.24

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, subject to Paragraph 1.01.A.8, but compensation will not exceed the total not-to-exceed amount unless Owner and Engineer execute an amendment satisfying Paragraph 2.05.C of the Agreement.

6. The total not-to-exceed 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. No such amounts are payable in addition to the not-to-exceed amounts.

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

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employees times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses and Engineer's Subcontractor's and Subconsultants' charges, all within the not-to-exceed amounts.

8. The Post-Construction Phase allocation is reserved exclusively for Post-Construction Phase services and may not be invoiced, drawn against, or applied to Construction Phase services, notwithstanding Paragraph 1.01.A.5. Exhaustion of the Construction Phase allocation does not relieve Engineer of its obligations under Exhibit A Paragraph 1.07.

9. No amount is payable for Additional Services except pursuant to an amendment satisfying Paragraph 2.05.C of the Agreement.

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. Reimbursable Expenses are payable within, and not in addition to, the applicable not-to-exceed amount.

B. Reimbursable Expenses include only mileage for Site travel and reproduction of Record Drawings and other printed deliverables required by the Agreement, at the rates in Appendix 1.

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related expenses actually incurred by Engineer, supported by receipts or mileage logs.

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.

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. Estimated Compensation Amounts

1. Not Used.

2. Engineer shall notify Owner in writing when cumulative compensation for Basic Services reaches sixty percent (60%), seventy-five percent (75%), and ninety percent (90%) of the applicable not-to-exceed amount. Each notice must state the amount invoiced to date, the balance remaining, Engineer's projection of the date on which the not-to-exceed amount will be reached, and Engineer's estimate of the additional compensation, if any, required to complete the services. Engineer shall also promptly notify Owner in writing whenever it becomes apparent that a not-to-exceed amount will be exceeded, without regard to the percentage thresholds.

D. The Standard Hourly Rates and Reimbursable Expense rates are fixed for the term of the Agreement, including for any Additional Services authorized by amendment, and are not subject to escalation or annual adjustment.

E. To the extent necessary to verify Engineer's charges Engineer shall make copies of such records available to Owner at no cost, as provided in Paragraph 8.09 of the Agreement.

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F. If the not-to-exceed amount is reached before Engineer's services are complete and no amendment under Paragraph 2.05.C of the Agreement has been executed, Engineer shall suspend performance rather than terminate, shall so notify Owner and Contractor in writing, and shall for a period of sixty (60) days remain available to resume services upon execution of an amendment. During any such suspension Engineer shall maintain and safeguard all Project records and shall promptly deliver copies to Owner upon request. Suspension under this Paragraph is not a breach by either party. Owner may terminate for convenience under Paragraph 6.05.C of the Agreement at any time during such suspension.

ARTICLE 2—COMPENSATION FOR ADDITIONAL SERVICES

Additional Services are payable only pursuant to an amendment satisfying Paragraph 2.05.C of the Agreement, at the Standard Hourly Rates in Appendix 2B unless the amendment states otherwise. The Standard Hourly Rates are fixed as provided in Exhibit J Paragraph 1.03.D.

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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	Not reimbursable
Copies of Drawings	$ 5.50/sq. ft. (Record Drawings and required printed deliverables only)
Mileage (auto)	$ 0.54/mile. Site travel only
Air Transportation	Not reimbursable
Laboratory Testing	Not reimbursable
Meals and Lodging	Not reimbursable

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 2A: COST BREAKDOWN OF PROFESSIONAL SERVICES

A. Cost Breakdown of Basic Services Agreement

1. The breakdown of costs in this Appendix 2 to this Exhibit J includes rates for 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 and the total number Hours estimated for completion.

B. Schedule: Based on a continuous 120-day construction period and a one-year correction period commencing on final acceptance of the Work:

Job Title	Rate (per hour)	Total Hours	Total Cost
Principal Engineer (Construction Phase)	$ 166.37	161	$26,785.57
Sr. Engineer	$ 133.47	330	$44,045.10
Inspector (Construction Phase, including RPR)	$ 95.22	734	$69,891.48
Administrative Assistant	$ 65.01		
Principal Engineer (Post-Construction Phase)	$ 166.37	4	$665.48
Inspector (Post-Construction Phase)	$ 95.22	8	$761.76
		TOTAL:	**$142,149.39**

The hours shown for each billing class are estimates used to derive the not-to-exceed amounts and are not individually binding. Only the not-to-exceed amounts in Exhibit J Paragraph 1.01.A.4 are binding. Engineer may reallocate hours among billing classes within a phase, provided the Standard Hourly Rates are fixed and cumulative compensation does not exceed the applicable not-to-exceed amount.

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C. 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. The Standard Hourly Rates are fixed for the term of the Agreement and are not subject to escalation or annual adjustment.

D. Schedule: Hourly rates for services performed on or after the date of the Agreement are:

Principal Engineer	$ **166.37**/hour
Sr. Engineer	$ **133.47**/hour
Inspector	$ **95.22**/hour
Administrative Assistant	$ 65.03/hour

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OFFICE OF THE CITY ATTORNEY
9/30/2026

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH WESCOLE SERVICES, LLC FOR RESIDENTIAL RIGHT-OF-WAY AND MEDIAN MAINTENANCE SERVICES FOR A TERM ENDING MARCH 31, 2027

WHEREAS, the City of Jackson is responsible for maintaining the public rights-of-way and medians along residential streets within the City; and

WHEREAS, the Department of Public Works has identified sixty-seven (67) segments of residential right-of-way and median in Wards 1 through 7, totaling 22.579 miles, that require routine grass cutting, trimming, edging, litter and debris removal, brush control, and vegetation management; and

WHEREAS, the City solicited pricing for the residential right-of-way and median services from WesCole Services, LLC, a Mississippi limited liability company with its principal business address at 4444 Whip Poor Will Road, Jackson, Mississippi 39204, pursuant to the Section 3.4 Exception of the Professional Services Procurement Manual; and

WHEREAS, WesCole Services, LLC has offered to perform the services for Fifteen Thousand and No/100 Dollars ($15,000.00) per Service Cycle; and

WHEREAS, the proposed Contract provides that the Service Area consists of the sixty-seven (67) segments listed in Exhibit A to the Contract, totaling 22.579 miles, of which 16.901 miles are right-of-way and 5.678 miles are median; and

WHEREAS, the proposed Contract provides that the City may delete segments from the Service Area by written notice from the Contract Administrator, effective at the start of the next Service Cycle, with a corresponding reduction in price; that segments may be added only by written amendment; that the City does not guarantee any minimum quantity of work; and that the Contract does not give the Service Provider an exclusive right to perform the services or similar services for the City; and

WHEREAS, the proposed Contract requires WesCole Services, LLC (the "Service Provider") to furnish all labor, supervision, equipment, fuel, materials, transportation, traffic control, and disposal necessary to perform the following on every segment once during each Service Cycle: (a) remove all litter and debris before mowing and dispose of it at a lawfully permitted facility at its own expense, without leaving it on the right-of-way, placing it at curbside for City collection, or depositing it in any drainage structure; (b) mow all grass and weeds to a uniform height of two (2) inches, or another height specified by the City, without scalping, gouging, or rutting the turf; (c) string-trim around signs, poles, hydrants, mailboxes, fences, walls, guardrails, trees, utility and drainage structures, and other obstructions, without damaging tree bark or trunks; (d) edge all curbs, sidewalks, driveways, and pavement edges; (e) remove brush, vines, and volunteer saplings, and cut back vegetation that obstructs traffic signs, sight lines, or sidewalks; (f) remove grass and weeds from curb lines, gutters, pavement joints, median pavement, and sidewalk cracks; and (g) remove all clippings and debris from streets, curbs, gutters, sidewalks, and driveways on the same day, without discharging them into any part of the City's storm drainage system; and

WHEREAS, the proposed Contract prohibits the Service Provider from handling, and requires it to report to the Contract Administrator within one (1) Work Day, any illegally dumped material that

cannot reasonably be removed by hand, any dead animal, and any hazardous or suspected hazardous material; and prohibits the removal or cutting of any tree six (6) inches or more in diameter, or any planted landscaping, without the Contract Administrator's prior written approval; and

WHEREAS, the proposed Contract requires the Service Provider to perform the services in a neat, uniform, and workmanlike manner consistent with good commercial landscape maintenance practice, prohibits it from operating equipment on saturated ground where rutting will result, and requires it to restore at its own expense any rutting or turf damage it causes; and

WHEREAS, the proposed Contract prohibits the application of any herbicide, pesticide, or growth regulator without the Contract Administrator's prior written approval of the product and location, and requires any approved application to be made according to the label by a person holding the applicator license required by Mississippi law, with records furnished to the City on request; and

WHEREAS, the proposed Contract limits work to the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding City holidays, unless the Contract Administrator approves otherwise in writing; and

WHEREAS, the proposed Contract requires the Service Provider to provide all traffic control devices required by the current edition of the Manual on Uniform Traffic Control Devices; to equip its vehicles with amber warning lights and its personnel with high-visibility safety apparel; to close or obstruct no travel lane without the Contract Administrator's approval; and to direct mower discharge away from traffic, pedestrians, and property and stop mowing when a person or vehicle is within range of thrown objects; and

WHEREAS, the proposed Contract requires the Service Provider to assign competent personnel and sufficient crews and equipment to complete each Service Cycle on time; to designate a supervisor who is reachable by mobile telephone and responds to the Contract Administrator within two (2) hours; to maintain its equipment in safe working order with guards and deflectors in place; and to display its business name on its vehicles; and

WHEREAS, the proposed Contract requires the Service Provider to protect all public and private property in and near the Service Area, to report any damage it causes within twenty-four (24) hours, and to repair or pay for that damage within ten (10) days, failing which the City may make the repair and deduct its cost from amounts due; and requires the Service Provider to investigate and correct any valid complaint within two (2) Work Days at no additional cost to the City; and

WHEREAS, the proposed Contract provides that its term begins on the date it has been signed by both parties and ends on March 31, 2027, unless terminated earlier, and that the term may be extended only by written amendment approved by the City Council; and

WHEREAS, the proposed Contract provides that the Service Provider shall not begin work until the City issues a written Notice to Proceed stating the Commencement Date; that the Notice to Proceed will not be issued until the Contract has been signed by both parties and the Service Provider has delivered the required insurance certificates and endorsements, evidence of licensure and registration, and an IRS Form W-9; and that the City shall not pay for any work performed before the Commencement Date; and

WHEREAS, the proposed Contract provides that, beginning on the Commencement Date, each consecutive fourteen (14) day period ending on or before October 31, 2026, is a Service Cycle; that the first dormant season Service Cycle runs from the day after the last fourteen-day Cycle through November 30, 2026, and includes any days remaining in October 2026; that each calendar month from December 2026 through March 2027 is a Service Cycle; and that, if the Commencement Date is October 1, 2026, there will be seven (7) Service Cycles; and

WHEREAS, the proposed Contract provides that the Contract Administrator may extend a Service Cycle in writing by not more than the number of days lost to rain or saturated ground, without any increase in price, and that time is of the essence; and

WHEREAS, the proposed Contract provides that the City shall pay Fifteen Thousand and No/100 Dollars ($15,000.00) for each Service Cycle completed and accepted, which amount is the Service Provider's entire compensation and includes all labor, supervision, equipment, fuel, materials, traffic control, disposal and tipping fees, insurance, permits, licenses, taxes, overhead, and profit, and that the City shall pay no mobilization charge, fuel surcharge, or other charge not stated in the Contract; and,

WHEREAS, the proposed Contract provides that the total amount payable shall not exceed One Hundred Five Thousand and No/100 Dollars ($105,000.00), reduced by $15,000.00 for each Service Cycle that does not occur because of a later Commencement Date; and

WHEREAS, the proposed Contract requires the Service Provider to submit one invoice for each Service Cycle through the City's Vendor Self-Service system after completing the Cycle and delivering its Completion Report, and provides that the City shall pay undisputed amounts in accordance with Miss. Code Ann. § 31-7-301 et seq., which generally provides for payment within forty-five (45) days after receipt of the invoice, and shall notify the Service Provider of any disputed amount and the reason; and

WHEREAS, the proposed Contract provides that, for each segment not serviced during a Service Cycle, or with a deficiency not corrected within the cure period, the price for that Cycle shall be reduced in proportion to the segment's length, at $664.33 per mile, and that the same method applies to deleted segments; and

WHEREAS, the proposed Contract authorizes the City to withhold from amounts due the sums necessary to protect the City against loss from claims, pay for damage not repaired, recover the cost of corrective work, and recover excess costs after a default, and provides that payment does not constitute acceptance of deficient work or a waiver of the City's rights; and

WHEREAS, the proposed Contract requires the Service Provider to submit a work schedule to the Contract Administrator at least three (3) Work Days before each Service Cycle and, within one (1) Work Day after completing each Cycle, a Completion Report listing each segment and the date it was serviced, with date-stamped photographs showing the completed condition of each segment; and

WHEREAS, the proposed Contract provides that the Contract Administrator will inspect the segments within five (5) Work Days after receiving a Completion Report; that the Service Provider shall correct each deficiency within two (2) Work Days after notice at no additional cost; that, if it fails to do so, the City may correct the deficiency with its own forces and recover any cost exceeding the deduction; and that a Service Cycle is accepted when the Contract Administrator confirms in writing that all segments have been serviced and all deficiencies corrected or deducted; and

WHEREAS, the proposed Contract provides that failure to service more than ten percent (10%) of the total length of the segments in any two (2) Service Cycles, or failure to correct deficiencies within the required time on five (5) or more occasions, is a substantial breach; and

WHEREAS, the proposed Contract requires the Service Provider to maintain, until the Contract expires or is terminated, commercial general liability insurance of $500,000.00 per occurrence for bodily injury and property damage combined; excess or umbrella liability insurance of $2,000,000.00; automobile liability insurance of $1,000,000.00 per occurrence covering all owned, hired, and non-owned vehicles; and workers' compensation insurance as required by Mississippi law; and

WHEREAS, the proposed Contract requires that the City and its elected officials, officers, and employees be named as additional insureds on a primary and non-contributory basis on the liability policies; that each policy include a waiver of subrogation in the City's favor to the extent the policy permits; that each insurer be authorized in Mississippi and rated A- VII or better by A.M. Best; that certificates and endorsements be delivered before the Notice to Proceed and on each renewal; that the Service Provider give thirty (30) days' notice of cancellation, non-renewal, or material reduction, or ten (10) days' notice for non-payment; and that any approved subcontractor carry the same coverages; and further provides that failure to maintain the required insurance is a substantial breach for which the City may suspend the services and withhold payment; and

WHEREAS, the proposed Contract requires the Service Provider to defend, indemnify, and hold harmless the City and its elected officials, officers, employees, and agents from all claims arising out of the performance or nonperformance of the services, the negligence or willful misconduct of the Service Provider or its subcontractors, any breach of the Contract, or any violation of law, except to the extent a claim is caused by the negligence or willful misconduct of an indemnified party, in which case the obligation applies in proportion to the Service Provider's fault; and requires the Service Provider to indemnify the City against damages assessed because of its failure to comply with the Occupational Safety and Health Act of 1970; and

WHEREAS, the proposed Contract provides that nothing in it waives or limits any immunity or limitation of liability available to the City under the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-1 et seq., and that the indemnity and immunity provisions survive expiration or termination; and

WHEREAS, the proposed Contract authorizes the City to terminate it for convenience on at least thirty (30) days' written notice, and for default if the Service Provider fails to cure within ten (10) days after written notice, in which case the City may procure similar services and the Service Provider is liable for the City's excess costs; and

WHEREAS, the proposed Contract authorizes the City to terminate it upon the Service Provider's bankruptcy, receivership, or assignment for the benefit of creditors; excuses the Service Provider's nonperformance caused by acts of God, fires, floods, epidemics, strikes, unusually severe weather, and similar causes if notice is given within fifteen (15) days, but not ordinary rain or wet ground; and provides that an erroneous termination for default shall be treated as a termination for convenience; and

WHEREAS, the proposed Contract conditions the City's obligations on the appropriation and receipt of funds and authorizes the City to terminate it on ten (10) Work Days' written notice if funds are

not available, without penalty or cost other than payment for services rendered before the notice; and provides that successors in elected office may terminate it by a vote of a majority of a quorum of the City Council; and

WHEREAS, the proposed Contract authorizes the City to suspend the services for failure to maintain insurance, unsafe performance, or when suspension is in the public interest, without additional compensation; limits the Service Provider's compensation upon any termination to services performed and accepted, prorated by segment length for a partial Cycle, without anticipated profits; and requires the Service Provider, upon termination, to protect and preserve property in its possession in which the City has an interest; and

WHEREAS, the proposed Contract requires the Service Provider to comply with all applicable laws, including the Occupational Safety and Health Act of 1970 and the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-3; to represent that it participates in the federal E-Verify program; and to maintain its good standing with the Mississippi Secretary of State and any license or registration required by the City or to perform the services; and

WHEREAS, the proposed Contract prohibits discrimination in employment on any basis prohibited by law; requires the Service Provider to maintain accounting records subject to audit by the City for up to six (6) years after final payment; provides that the Contract may be subject to the Mississippi Public Records Act of 1983, Miss. Code Ann. § 25-61-1 et seq.; and requires the Service Provider to represent that no City officer or employee has an interest in the Contract prohibited by Section 109 of the Mississippi Constitution or Miss. Code Ann. § 25-4-105; and

WHEREAS, the proposed Contract designates Jamikael Kitt, Right-of-Ways Maintenance Supervisor, Department of Public Works, or another person the Director of Public Works designates in writing, as Contract Administrator, with authority to issue the Notice to Proceed, give notices of deficiencies, grant weather extensions, delete segments, and accept Service Cycles, but without authority to amend the Contract, add segments, extend the term, or increase compensation; and

WHEREAS, the proposed Contract provides that the Service Provider is an independent contractor, solely responsible for its personnel and for taxes on amounts paid to it, and that it may not assign the Contract or subcontract any part of the services without the City's prior written consent; and

WHEREAS, the proposed Contract provides that it may be amended only by a written instrument signed by both parties and, where required by law, approved by the City Council; that it is governed by Mississippi law, with venue in the First Judicial District of Hinds County; that the Service Provider shall continue performance pending resolution of any dispute; that it is the entire agreement of the parties and supersedes all prior proposals, quotes, and negotiations; that no City official or employee is personally liable under it; that it creates no rights in third parties; and that it is not effective unless approved by the City Council and executed by the Mayor; and

WHEREAS, the Director of Public Works recommends, and the City Council finds, that entering into the Contract is in the best interest of the City and its residents.

IT IS, THEREFORE, ORDERED that the Contract for Residential Right-of-Way and Median Maintenance Services with WesCole Services, LLC, for a term ending March 31, 2027, at a price of Fifteen Thousand and No/100 Dollars ($15,000.00) per Service Cycle, in a total amount not to exceed One Hundred Five

Thousand and No/100 Dollars ($105,000.00), consistent with the terms and conditions set forth in this Order is authorized.

IT IS FURTHER ORDERED that the Mayor is authorized to execute the Contract for Residential Right-of-Way and Median Maintenance Services.

Office of the City Attorney

455 East Capitol Street
Post Office Box 5[illegible]
Jackson, Mississippi 3[illegible]
Telephone: (601) 9[illegible]
Facsimile: (601) 960-1[illegible]

OFFICE OF THE CITY ATTORNEY
9/30/2016

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH WESCOLE SERVICES, LLC FOR RESIDENTIAL RIGHT-OF-WAY AND MEDIAN MAINTENANCE SERVICES FOR A TERM ENDING MARCH 31, 2027** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

SONDRA MONCURE
Special Assistant to the City Attorney

9/30/26
DATE

Terry Williamson, *Legal Counsel*

CITY COUNCIL AGENDA ITEM DATA SHEET **September 29, 2026**

DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH WESCOLE SERVICES, LLC FOR RESIDENTIAL RIGHT-OF-WAY AND MEDIAN MAINTENANCE SERVICES FOR A TERM ENDING MARCH 31, 2027**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4 Neighborhood Enhancement 7 Quality of Life
3.	**Who will be affected**	Resident living in the various neighborhoods whose rights-of-way and medians will be maintained under this contract
4.	**Benefits**	Neighborhood beautification
5.	**Schedule (beginning date)**	After approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	Not to exceed $105,000.00
9.	**Source of Funding** ▪ **General Fund** ■ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	001 461.00 6419

Revised 2-04

Warren Hood Administration Building
200 S. President Street
Jackson, Mississippi 39201

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Hon. John Horhn, Mayor

FROM: Lorenzo Anderson, P.E., Director
Department of Public Works

DATE: September 29, 2026

RE: Contract with WesCole Services, LLC for Residential Right-of-Way and Median Maintenance Services

Attached is an agenda item authorizing a contract with WesCole Services, LLC for Residential Right-of-Way and Median Maintenance Services. The contract provides routine maintenance of 67 residential right-of-way and median segments in Wards 1 through 7, totaling 22.579 miles, from execution through March 31, 2027. It keeps these areas mowed, clean, and safe for motorists and pedestrians through the end of the current growing season and the dormant months.

The City previously solicited proposals for this and related work but rejected all of them, because the Department could not distribute the work among the proposers in the manner it determined to be in the City's best interest. WesCole has offered to perform the residential right-of-way and median work for $15,000.00 per service cycle.

Key Elements of the Scope of Work

- **Work each cycle.** On every segment, WesCole will remove litter and debris before mowing, mow to 2 inches, trim, edge, control brush, remove weeds from curbs and pavement joints, and clean up the same day. Clippings and debris may not enter the storm drainage system.
- **Service cycles.** Every segment is serviced once every 14 days through October 31, 2026, and once a month from November 2026 through March 2027. With an October 1 start, that is seven cycles.
- **Cost.** $15,000.00 per completed and accepted cycle, all-inclusive, with a total not to exceed $105,000.00. Missed or uncorrected segments are deducted at $664.33 per mile.
- **Oversight.** Jamichael Kitt, Right-of-Ways Maintenance Supervisor, will serve as Contract Administrator. WesCole must submit a schedule before each cycle and a photo-documented completion report after it. The Department will inspect within 5 work days, and WesCole must correct deficiencies within 2 work days.
- **Safety and protection.** Work is limited to 7:00 a.m. to 6:00 p.m., Monday through Friday, with traffic control meeting federal standards. WesCole must repair any property damage it causes and carry general, excess, automobile, and workers' compensation insurance naming the City as an additional insured.
- **City protections.** The City may terminate for convenience on 30 days' notice, for default after a 10-day cure period, or if funds are not available, and may delete segments at any time with a corresponding price reduction.

I recommend approval of the attached Order. Please let me know if you have any questions.

CONTRACT FOR RESIDENTIAL RIGHT-OF-WAY AND MEDIAN MAINTENANCE SERVICES BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND WESCOLE SERVICES, LLC

This Contract for Residential Right-of-Way and Median Maintenance Services (the "Contract") is entered into as of the Effective Date by and between the **City of Jackson, Mississippi**, a municipal corporation of the State of Mississippi (the "City"), and **WesCole Services, LLC**, a Mississippi limited liability company with its principal business address at 4444 Whip Poor Will Road, Jackson, Mississippi 39204 (the "Service Provider"). The City and the Service Provider are each a "Party" and together the "Parties."

WHEREAS, the City is responsible for maintaining the public rights-of-way and medians along residential streets within the City, including those listed in Exhibit A.

WHEREAS, the City solicited pricing for routine grass cutting, trimming, edging, litter and debris removal, brush control, and vegetation management of those rights-of-way and medians.

WHEREAS, the Service Provider has offered to perform those services for a price of Fifteen Thousand and No/100 Dollars ($15,000.00) per Service Cycle, and represents that it has the experience, personnel, equipment, licenses, and insurance required to perform them in accordance with this Contract.

NOW, THEREFORE, in consideration of the mutual promises in this Contract, the Parties agree as follows:

Article 1. Definitions

In this Contract, the following terms have the meanings stated below.

1.1 **"Commencement Date"** means the date stated in the City's written Notice to Proceed under Section 3.2.

1.2 **"Contract Administrator"** means Jamichael Kitt, Right-of-Ways Maintenance Supervisor, Department of Public Works, or another person the Director of Public Works designates in writing.

1.3 **"Cycle Price"** means Fifteen Thousand and No/100 Dollars ($15,000.00).

1.4 **"Deficiency"** means any portion of the Services that is not performed, or is not performed in accordance with this Contract, within the applicable Service Cycle.

1.5 **"Dormant Season"** means November 1 through March 31, inclusive.

1.6 **"Effective Date"** means the date on which this Contract has been signed by both Parties, as shown by the later of the dates in the signature blocks.

1.7 **"Growing Season"** means April 1 through October 31, inclusive.

1.8 **"Median"** means the raised or unpaved area separating opposing lanes of travel on a street listed in Exhibit A as type "MEDIAN," including its noses and ends.

1.9 **"Right-of-Way" or "ROW"** means the unpaved portion of the public right-of-way along a street listed in Exhibit A as type "ROW," extending from the edge of pavement or back of curb to the back of sidewalk, on both sides of the street.

1.10 **"Segment"** means each numbered line item in Exhibit A.

1.11 **"Service Area"** means all Segments listed in Exhibit A, as Exhibit A may be modified under Section 2.5.

1.12 **"Service Cycle"** or **"Cycle"** means the period within which the Service Provider must complete the Services on every Segment in the Service Area once, as determined under Section 3.3.

1.13 **"Services"** means the work described in Article 2.

1.14 **"Work Day"** means Monday through Friday, excluding holidays observed by the City.

Article 2. Scope of Services

2.1 **General.** The Service Provider shall furnish all labor, supervision, equipment, fuel, materials, transportation, traffic control, and disposal necessary to perform the Services on every Segment in the Service Area once during each Service Cycle. The Services include routine grass cutting, trimming, edging, litter and debris removal, brush control, and vegetation management of the Rights-of-Way and Medians in the Service Area, as described in this Article.

2.2 **Services Required Each Cycle.** During each Service Cycle, the Service Provider shall perform the following on every Segment:

(a) *Litter and debris removal.* Before mowing, remove all litter, trash, paper, bottles, cans, limbs, and other debris from the Segment so that it is not shredded or scattered by mowing. The Service Provider shall dispose of all collected material at a lawfully permitted facility at its own expense, and shall not leave it on the right-of-way, place it at curbside for City collection, or deposit it in any drainage structure. The Service Provider shall not handle, and shall report to the Contract Administrator within one (1) Work Day, any illegally dumped material that cannot reasonably be removed by hand, any dead animal, and any hazardous or suspected hazardous material, including needles and chemical containers.

(b) *Grass cutting.* Mow all grass and weeds to a uniform height of 2 inches or a height otherwise specified by the City, without scalping, gouging, or rutting the turf.

(c) *Trimming.* String-trim grass and weeds to the mowed height around all signs, poles, hydrants, mailboxes, fences, walls, guardrails, trees, utility and drainage structures, and other obstructions that mowing equipment cannot reach. The Service Provider shall take care not to damage tree bark or trunks.

(d) *Edging.* Edge all curbs, sidewalks, driveways, and pavement edges within or bordering the Segment to remove encroaching grass and vegetation.

(e) *Brush control.* Remove brush, vines, and volunteer saplings, and cut back vegetation that obstructs traffic signs, sight lines at intersections and driveways, or sidewalks. The Service Provider shall not remove or cut any tree 6 inches or more in diameter, or any planted landscaping, without the Contract Administrator's prior written approval.

(f) *Vegetation management.* Remove grass and weeds growing in curb lines, gutters, pavement joints, median pavement, and sidewalk cracks within the Segment.

(g) *Cleanup.* On the same day the work is performed, remove all clippings and debris from streets, curbs, gutters, sidewalks, and driveways. The Service Provider shall not blow, sweep, or otherwise discharge clippings or debris into any street, gutter, storm inlet, ditch, or other part of the City's storm drainage system.

2.3 **Standard of Workmanship.** The Service Provider shall perform the Services in a neat, uniform, and workmanlike manner consistent with good commercial landscape maintenance practice. The Service Provider shall not operate equipment on saturated ground where doing so will cause rutting, and shall restore at its own expense any rutting or turf damage it causes.

2.4 **Herbicides and Chemicals.** The Service Provider shall not apply any herbicide, pesticide, or growth regulator in the Service Area without the Contract Administrator's prior written approval of the product and the location. Any approved application shall be made according to the product label, by a person holding the applicator license required by Mississippi law. The Service Provider shall keep records of each application and furnish them to the City on request.

2.5 **Changes to the Service Area.** The City may delete one or more Segments from the Service Area by written notice from the Contract Administrator, effective at the start of the next Service Cycle, and the Cycle Price shall be reduced as provided in Section 4.4. Segments may be added to the Service Area only by written amendment under Section 9.6. The City does not guarantee any minimum quantity of work, and this Contract does not give the Service Provider an exclusive right to perform the Services or similar services for the City.

2.6 **Hours of Work.** The Service Provider shall perform the Services only between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays observed by the City, unless the Contract Administrator approves otherwise in writing.

2.7 **Traffic Control and Safety.** The Service Provider shall:

(a) provide and maintain all traffic control devices required by the current edition of the Manual on Uniform Traffic Control Devices (MUTCD);

(b) equip its vehicles with operating amber warning lights while working in or near travel lanes;

(c) require its personnel to wear high-visibility safety apparel while working on the right-of-way;

(d) not close or obstruct any travel lane without the Contract Administrator's prior approval; and

(e) direct mower discharge away from traffic, pedestrians, and property, and stop mowing whenever a person or vehicle is within range of thrown objects.

2.8 **Personnel, Supervision, and Equipment.** The Service Provider shall assign competent, properly trained personnel and sufficient crews and equipment to complete each Service Cycle on time. The Service Provider shall designate a supervisor who is reachable by mobile telephone during working hours and who shall respond to the Contract Administrator within 2 hours. All equipment shall be maintained in safe working order with guards and deflectors in place. The Service Provider's vehicles shall display its business name, and its personnel shall be readily identifiable as its employees.

2.9 **Protection of Property.** The Service Provider shall protect all public and private property in and near the Service Area, including curbs, sidewalks, signs, utilities, drainage structures, trees, vehicles, and structures. The Service Provider shall report to the Contract Administrator any damage it causes, including damage from thrown objects, within twenty-four (24) hours. The Service Provider shall repair or pay for the damage within ten (10) days after it occurs. If the Service Provider fails to do so, the City may make the repair and deduct its cost from any amount due the Service Provider.

2.10 **Complaints.** The Contract Administrator may forward to the Service Provider complaints received about the Services. The Service Provider shall investigate and correct any valid complaint within two (2) Work Days at no additional cost to the City.

Article 3. Term and Service Cycles

3.1 **Term.** This Contract begins on the Effective Date and ends on March 31, 2027, unless terminated earlier under Article 7. The term may be extended only by written amendment approved by the City Council.

3.2 **Notice to Proceed.** The Service Provider shall not begin the Services until the City issues a written Notice to Proceed stating the Commencement Date. The City will not issue the Notice to Proceed until (a) this Contract has been signed by both Parties, and (b) the Service Provider has delivered the insurance certificates and endorsements required by Section 6.2 and the evidence of licensure and registration required by Section 8.4. The City shall not pay for any work performed before the Commencement Date.

3.3 **Service Cycles.** Service Cycles shall be determined as follows:

(a) *Growing Season Cycles.* Beginning on the Commencement Date, each consecutive fourteen (14) day period that ends on or before October 31, 2026, is a Service Cycle.

(b) *First Dormant Season Cycle.* The first Dormant Season Service Cycle begins on the day after the last Growing Season Cycle ends and ends on November 30, 2026. Any days in October 2026 that remain after the last complete fourteen (14) day Cycle are part of this Cycle and are not a separate Cycle. If fewer than fourteen (14) days remain in October 2026 on the Commencement Date, the first Service Cycle begins on the Commencement Date and ends on November 30, 2026.

(c) *Remaining Dormant Season Cycles.* Each calendar month from December 2026 through March 2027 is a Service Cycle.

(d) *Illustration.* If the Commencement Date is October 1, 2026, the Service Cycles will be:

Cycle	Period	Season
1	October 1 – October 14, 2026	Growing
2	October 15 – October 28, 2026	Growing
3	October 29 – November 30, 2026	Dormant

Cycle	Period	Season
4	December 1 – December 31, 2026	Dormant
5	January 1 – January 31, 2027	Dormant
6	February 1 – February 28, 2027	Dormant
7	March 1 – March 31, 2027	Dormant

3.4 **Weather Extensions.** If rain or saturated ground prevents performance of the Services, the Service Provider may request, and the Contract Administrator may grant in writing, an extension of the current Service Cycle of not more than the number of days lost. An extension does not change the start date of the next Service Cycle unless the Contract Administrator states otherwise in writing, and does not increase the Cycle Price.

3.5 **Time of the Essence.** Time is of the essence in the performance of this Contract.

Article 4. Compensation, Invoicing, and Payment

4.1 **Cycle Price.** The City shall pay the Service Provider the Cycle Price of Fifteen Thousand and No/100 Dollars ($15,000.00) for each Service Cycle completed and accepted under Article 5, subject to the deductions in Section 4.4. The Cycle Price is the Service Provider's entire compensation for the Services and includes all labor, supervision, equipment, fuel, materials, traffic control, disposal and tipping fees, insurance, permits, licenses, taxes, overhead, and profit. The City shall not pay any mobilization charge, fuel surcharge, or other charge not stated in this Contract.

4.2 **Maximum Contract Amount.** The total amount payable under this Contract shall not exceed One Hundred Five Thousand and No/100 Dollars ($105,000.00), which is the Cycle Price multiplied by the seven (7) Service Cycles that will occur if the Commencement Date is October 1, 2026. If the Commencement Date results in fewer Service Cycles, the maximum amount shall be reduced by the Cycle Price for each Service Cycle that does not occur.

4.3 **Invoicing.** The Service Provider shall submit one invoice for each Service Cycle after the Cycle is complete and the Completion Report required by Section 5.1 has been delivered. Each invoice shall identify the Service Cycle and its dates, the Segments serviced, and any deductions under Section 4.4. Invoices shall be submitted in the City's Vendor Self-Service (VSS). The Service Provider can obtain information about using VSS at https://jacksonms.gov/purchasing.

4.4 **Deductions for Work Not Performed.** For each Segment that is not serviced during a Service Cycle, or that has a Deficiency not corrected within the cure period in Section 5.3, the Cycle Price for that Cycle shall be reduced by an amount equal to the Cycle Price multiplied by a fraction, the numerator of which is the length of the Segment and the denominator of which is the total length of all Segments in Exhibit A as executed. Based on the total length in Exhibit A of 22.579 miles, the deduction equals $664.33 per mile of Segment affected. The same method applies to Segments deleted under Section 2.5. A deduction is a reduction in price for work not performed and not a penalty, and it does not limit the City's other remedies.

4.5 **Payment.** The City shall pay undisputed amounts in accordance with Mississippi's law on timely payments for purchases by public bodies, Miss. Code Ann. § 31-7-301 et seq., which generally provides for payment within forty-five (45) days after receipt of the invoice. The Service Provider shall accept all payments in United States currency through the City's payment and remittance system. If the City disputes all or part of an invoice, it shall notify the Service Provider of the disputed amount and the reason.

4.6 **Withholding and Setoff.** The City may withhold from any amount due the Service Provider the sums the City considers necessary to (a) protect the City against loss from any claim arising out of the Services, (b) pay for damage the Service Provider has failed to repair under Section 2.9, (c) recover the cost of corrective work under Section 5.4, and (d) recover excess costs under Section 7.2.

4.7 **No Waiver by Payment.** Payment by the City does not constitute acceptance of Deficient work or a waiver of any of the City's rights under this Contract.

Article 5. Performance Standards, Inspection, Acceptance, and Deductions

5.1 **Work Schedule and Completion Report.** At least three (3) Work Days before the Commencement Date and before the start of each later Service Cycle, the Service Provider shall submit to the Contract Administrator a schedule showing the order and anticipated dates of service for the Segments, by Ward. Within one (1) Work Day after completing all Segments in a Service Cycle, the Service Provider shall submit a Completion Report that lists each Segment by its Exhibit A number and the date it was serviced, includes date-stamped photographs showing the completed condition of each Segment, and identifies any conditions reported under Section 2.2(a).

5.2 **Inspection.** The City may inspect the Services at any time. The Contract Administrator will inspect the Segments within five (5) Work Days after receiving a Completion Report and will notify the Service Provider in writing, which may be by email, of any Deficiencies found. The City may also give notice of Deficiencies during a Service Cycle.

5.3 **Correction of Deficiencies.** The Service Provider shall correct each Deficiency within two (2) Work Days after receiving notice of it, at no additional cost to the City, and shall notify the Contract Administrator when the correction is complete.

5.4 **City's Right to Correct.** If the Service Provider fails to correct a Deficiency within the time required by Section 5.3, the City may correct it with its own forces. In addition to the deduction under Section 4.4, the Service Provider shall be liable for the amount by which the City's cost of the corrective work exceeds that deduction, and the City may deduct that amount from any payment due the Service Provider.

5.5 **Acceptance.** A Service Cycle is accepted when the Contract Administrator confirms in writing that all Segments have been serviced and all noticed Deficiencies have been corrected, or that deductions have been taken under Section 4.4 for those not corrected. Inspection or acceptance by the City does not waive any right of the City under this Contract.

5.6 **Repeated Performance Failures.** Each of the following is a substantial breach of this Contract for purposes of Section 7.2: (a) failure to service more than ten percent (10%) of the total length of the

Segments in any two (2) Service Cycles; or (b) failure to correct Deficiencies within the time required by Section 5.3 on five (5) or more occasions during the term.

Article 6. Insurance and Indemnity

6.1 **Required Coverage.** The Service Provider shall obtain, pay the premiums for, and keep in force until the expiration or termination of this Contract, liability insurance covering all damage to life and property arising from its activities or those of its agents or employees in connection with this Contract, including operation of equipment and vehicles, with at least the following coverages and limits:

(a) *Commercial General Liability:* $500,000.00 single limit for each occurrence for bodily injury and property damage combined.

(b) *Excess or Umbrella Liability:* $2,000,000.00.

(c) *Automobile Liability:* $1,000,000.00 single limit for each occurrence for bodily injury and property damage combined, covering all owned, hired, and non-owned vehicles.

(d) *Workers' Compensation:* coverage for all of the Service Provider's employees who perform any work under this Contract, as required by the laws of the State of Mississippi.

6.2 **Policy Requirements.** The following requirements apply to the insurance required by Section 6.1:

(a) The City and its elected officials, officers, and employees shall be named as additional insureds on the commercial general liability, automobile liability, and excess or umbrella policies, and that coverage shall be primary to and non-contributory with any insurance or self-insurance maintained by the City.

(b) Each policy shall include a waiver of subrogation in favor of the City, to the extent the policy permits.

(c) Each insurer shall be authorized to do business in Mississippi and shall have an A.M. Best rating of A-VII or better, unless the City approves otherwise in writing.

(d) Before the Notice to Proceed is issued, and on each policy renewal, the Service Provider shall deliver to the Contract Administrator certificates of insurance and the additional insured endorsements required by this Section.

(e) The Service Provider shall give the City at least thirty (30) days' prior written notice of cancellation, non-renewal, or material reduction of any required coverage, or ten (10) days' notice of cancellation for non-payment of premium.

(f) The Service Provider shall require any subcontractor approved under Section 9.3 to carry the same coverages, unless the City approves otherwise in writing.

(g) The required limits are minimums and do not limit the Service Provider's liability under this Contract.

(h) Failure to maintain the required insurance is a substantial breach of this Contract. The City may suspend the Services and withhold payment until the Service Provider provides proof of compliance.

6.3 **Indemnity.** To the fullest extent permitted by law, the Service Provider shall defend, indemnify, and hold harmless the City and its elected officials, officers, employees, and agents (the "Indemnified Parties") from and against all claims, demands, suits, actions, causes of action, damages, losses,

liabilities, fines, penalties, judgments, costs, and expenses, including reasonable attorney's fees and court costs (collectively, "Claims"), arising out of or resulting from:

(a) the performance or nonperformance of the Services, including injury to or death of any person and damage to or destruction of any property;

(b) any negligent act or omission or willful misconduct of the Service Provider, its subcontractors, or anyone employed by or acting for either of them;

(c) any breach of this Contract by the Service Provider; or

(d) any violation by the Service Provider or its subcontractors of any law, ordinance, regulation, permit, or regulatory authorization.

The Service Provider's obligations under this Section do not extend to any Claim to the extent it is caused by the negligence or willful misconduct of an Indemnified Party. If a Claim is caused in part by an Indemnified Party, the Service Provider's obligations apply in proportion to the fault of the Service Provider and those for whom it is responsible. The Service Provider shall defend Claims with counsel reasonably acceptable to the City, and shall not settle any Claim in a manner that imposes an obligation on, or admits fault by, an Indemnified Party without the City's written consent.

6.4 **No Waiver of Immunity.** Nothing in this Contract waives or limits any immunity, defense, or limitation of liability available to the City or its officials and employees under the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-1 et seq., or any other law.

6.5 **Survival.** Sections 6.3 and 6.4 survive the expiration or termination of this Contract.

Article 7. Termination and Remedies

7.1 **Termination for Convenience.** The City may terminate this Contract, in whole or in part, at any time by written notice to the Service Provider specifying the effective date of termination, which shall be at least thirty (30) days after the date of the notice.

7.2 **Termination for Default.** If the Service Provider refuses or fails to perform any provision of this Contract with the diligence required to complete each Service Cycle within the time specified, or otherwise fails to timely satisfy the provisions of this Contract, or commits any other substantial breach of this Contract, the City may notify the Service Provider in writing of the delay or nonperformance. If the delay or nonperformance is not cured within ten (10) days, or any longer time the City specifies in writing, the City may terminate the Service Provider's right to proceed with this Contract, or with the part of it as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar services in the manner and on the terms it considers appropriate. The Service Provider shall continue performance of this Contract to the extent it is not terminated, and shall be liable for the excess costs the City incurs in procuring similar services.

7.3 **Termination upon Bankruptcy.** The City may terminate this Contract, in whole or in part, by written notice to the Service Provider if the Service Provider becomes the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or executes an assignment for the benefit of its creditors.

7.4 **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the Service Provider shall not be in default by reason of any failure in performance of this Contract in accordance with its terms if it has notified the City within fifteen (15) days after the cause of the delay arises, and the failure arises out of causes such as acts of God; acts of the public enemy; acts of the State or 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 make progress, and that failure arises out of causes similar to those listed above, the Service Provider shall not be in default unless the subcontracted services were reasonably obtainable from other sources in time to permit the Service Provider to meet the requirements of this Contract. In such a case, the City may, at the Service Provider's request, revise the schedule of performance. Ordinary rain or wet ground is governed by Section 3.4 and is not an excuse under this Section.

7.5 **Erroneous Termination for Default.** If, after notice of termination of the Service Provider's right to proceed under Section 7.2, it is determined for any reason that the Service Provider was not in default, or that the delay was excusable under Section 7.4, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued under Section 7.1.

7.6 **Availability of Funds.** The City's obligation to proceed under this Contract is conditioned on the appropriation of funds by the City Council and the receipt of those funds. If the funds anticipated for the continuing fulfillment of this Contract are at any time not forthcoming or insufficient, whether through the failure of the City to provide funds, the failure of the City Council to appropriate funds, the discontinuance or material alteration of the program under which funds were provided, or because funds are not otherwise available to the City, the City may terminate this Contract on ten (10) Work Days' written notice to the Service Provider, without damage, penalty, cost, or expense to the City of any kind, other than payment for Services rendered before the Service Provider receives the notice. The effective date of termination shall be as specified in the notice.

7.7 **Termination by Successor Officials.** Successors in elected office are not bound by the actions of their predecessors, including entry into this Contract. Upon their election and at any time afterward, successors to the Mayor or members of the City Council may terminate this Contract by a vote of a majority of a quorum of the City Council. Otherwise, this Contract continues in effect.

7.8 **Suspension.** The City may suspend all or part of the Services by written notice if the Service Provider fails to maintain the insurance required by Article 6, if the Services are being performed in an unsafe manner, or if the City determines that suspension is in the public interest. The Service Provider shall resume the Services when directed in writing. The City shall not pay for Services not performed during a suspension, and a suspension does not entitle the Service Provider to any additional compensation.

7.9 **Payment on Termination.** Upon any termination, the Service Provider shall be entitled only to just and equitable compensation for Services satisfactorily performed and accepted before the effective date of termination. For a partially completed Service Cycle, that compensation shall be the Cycle Price multiplied by the fraction of the total length of the Segments in Exhibit A that were serviced and accepted during that Cycle. In no case shall compensation exceed the maximum amount in Section 4.2, and the Service Provider shall not be entitled to anticipated profits on Services not performed.

7.10 **Service Provider's Duties upon Termination.** Notwithstanding termination of this Contract, and subject to any directions from the City, the Service Provider shall take timely, reasonable, and necessary action to protect and preserve property in its possession in which the City has an interest.

Article 8. Compliance with Laws

8.1 **General.** The Service Provider shall comply with all applicable federal, state, and local laws, ordinances, regulations, and permit requirements in performing the Services.

8.2 **OSHA Compliance.** The Service Provider shall comply with the Occupational Safety and Health Act of 1970, as amended, and the standards and regulations issued under it, and certifies that all Services under this Contract will conform to those standards and regulations. The Service Provider shall indemnify and hold harmless the City from all damages assessed against the City because of the Service Provider's failure to comply with that Act and those standards and regulations, or because of the failure of the Services to comply with them.

8.3 **Mississippi Employment Protection Act.** The Service Provider shall comply with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-3, in the hiring of personnel. The Service Provider represents that it is registered and participating in the federal E-Verify program, and shall maintain records of its compliance and provide them to the City on request. The Service Provider acknowledges that a violation of the Act may subject it to the consequences provided in the Act, including cancellation of this Contract.

8.4 **Licenses and Registration.** The Service Provider shall maintain throughout the term (a) its existence and good standing with the Mississippi Secretary of State, (b) any privilege license or business registration required by the City, and (c) any other license or permit required to perform the Services. Before the Notice to Proceed is issued, the Service Provider shall deliver to the Contract Administrator evidence of these items and a completed IRS Form W-9.

8.5 **Stormwater.** The Service Provider shall perform the Services in a manner consistent with the requirements applicable to the City's municipal storm drainage system, and shall not discharge clippings, debris, fuel, oil, or chemicals into any part of that system.

8.6 **Nondiscrimination.** The Service Provider shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

8.7 **Records and Audit.** The Service Provider shall maintain full and complete accounting records, prepared in accordance with generally accepted accounting principles, reflecting its work under this Contract. The City may require an audit of those books and records at any reasonable time, to be conducted by City staff or by a certified public accounting firm selected by the City. On request, the Service Provider shall permit the City to inspect and audit all pertinent books and records of the Service Provider, any subcontractor, or any other person or entity that performed work in connection with this Contract, at all times the City considers necessary, including for up to six (6) years after final payment or release of withheld amounts under this Contract. The inspection and audit shall occur in the City of Jackson or another reasonable location the City selects. The Service Provider shall supply the City with, or permit the City to make, copies of any books and records or any part of them. The Service Provider

shall make the City's rights under this Section a condition of any subcontract or other arrangement under which another person or entity performs work under this Contract.

8.8 **Public Records.** The Service Provider acknowledges that this Contract and records relating to it may be subject to disclosure under the Mississippi Public Records Act of 1983, Miss. Code Ann. § 25-61-1 et seq.

8.9 **Conflict of Interest.** The Service Provider represents that no officer or employee of the City has a direct or indirect interest in this Contract that is prohibited by Section 109 of the Mississippi Constitution or Miss. Code Ann. § 25-4-105, and that it has not given or offered any gratuity to any City officer or employee in connection with this Contract.

Article 9. General Provisions

9.1 **Independent Contractor.** The Service Provider is an independent contractor. Neither the Service Provider nor its employees, agents, or subcontractors are employees or agents of the City. The Service Provider is solely responsible for the wages, benefits, payroll taxes, workers' compensation, and other obligations owed to or for its personnel, and for all taxes on amounts paid to it under this Contract.

9.2 **Authority of Contract Administrator.** The Contract Administrator may issue the Notice to Proceed, give notices of Deficiencies, grant weather extensions, delete Segments, give the approvals described in this Contract, and accept Service Cycles. The Contract Administrator has no authority to amend this Contract, add Segments, extend the term, or increase the compensation payable.

9.3 **Assignment and Subcontracting.** The Service Provider shall not assign this Contract or any right or obligation under it, or subcontract any part of the Services, without the City's prior written consent. Any attempted assignment or subcontract without consent is void. The Service Provider remains fully responsible for the performance of any approved subcontractor.

9.4 **Notices.** All official notices and approvals shall be in writing. Unless otherwise directed, they shall be delivered by messenger or by certified or registered mail, return receipt requested, to the following addresses:

To the City: City of Jackson, Attn: Mayor, 219 South President Street, Jackson, Mississippi 39201; Phone: (601) 960-1084

With a copy to: Department of Public Works, Attn: Lorenzo Anderson, 200 South President Street, Jackson, Mississippi 39201; Phone: (601) 960-1168

To the Service Provider: WesCole Services, LLC, Attn: Jakobe Wesley, 4444 Whip Poor Will Road, Jackson, Mississippi 39204; Email: wcservicesllc@gmail.com; Phone: (601) 454-1212

Schedules, Completion Reports, notices of Deficiencies, and other routine communications under Articles 2, 3, and 5 may be given by email. Either Party may designate a new address for notices by written notice to the other. Unless a return receipt or other document establishes otherwise, a notice sent by United States mail is presumed received on the second business day after mailing.

9.5 **Contract Rights; No Waiver.** Rights under this Contract are cumulative and in addition to rights existing at law. Payment by the City and performance by the Service Provider do not waive either Party's

contractual rights. Failure by either Party on any occasion to exercise a contractual right does not forfeit or waive the right to exercise it on another occasion, and the use of one remedy does not exclude or waive the right to use another.

9.6 **Amendments.** This Contract may be amended only by a written instrument signed by both Parties and, where required by law, approved by the City Council.

9.7 **Entire Agreement; Interpretation.** This Contract, including Exhibit A, is the entire agreement of the Parties concerning the Services. It supersedes all prior proposals, quotes, negotiations, and understandings, including any proposal the Service Provider submitted in response to any City solicitation. This Contract shall be interpreted as a whole and to carry out its purposes. No oral promise, obligation, or agreement, made at any time, is part of this Contract.

9.8 **Law and Venue.** The laws of the State of Mississippi and the ordinances of the City govern the validity, construction, and effect of this Contract. Venue for any claim, litigation, or cause of action between the Parties shall be in a court of appropriate jurisdiction for the First Judicial District of Hinds County, Mississippi.

9.9 **Disputes.** The Parties shall negotiate in good faith to resolve any dispute. If they are unable to resolve it, either Party may litigate the dispute in a court of competent jurisdiction in the First Judicial District of Hinds County, Mississippi. Pending resolution of a dispute, the Service Provider shall continue to perform the Services as directed by the City.

9.10 **Severability.** If any term, provision, or condition of this Contract, or its application, is held inoperative, invalid, or unenforceable, and the remainder of this Contract still fulfills its purposes, the remainder shall not be affected and shall continue in force.

9.11 **No Personal Liability.** No elected official, officer, agent, or employee of the City shall be personally responsible for any liability arising under this Contract, whether express or implied, or for any statement or representation made in or in connection with this Contract.

9.12 **Successors and Assigns.** Subject to Sections 7.7 and 9.3, this Contract binds and benefits the Parties and their respective successors and permitted assigns.

9.13 **Council Approval.** This Contract is not effective unless approved by the City Council and executed by the Mayor.

9.14 **No Third-Party Beneficiaries.** This Contract is for the sole benefit of the Parties and creates no rights in any third party.

9.15 **Authority.** Each person signing this Contract represents that he or she is authorized to sign it on behalf of the Party for which he or she signs.

9.16 **Construction.** Headings are for convenience only and do not affect interpretation. The word "including" means "including without limitation." This Contract shall not be construed against either Party as its drafter.

9.17 **Counterparts and Electronic Signatures.** This Contract may be signed in counterparts, each of which is an original and all of which together are one instrument. Signatures delivered electronically or by PDF are effective to the extent permitted by law.

9.18 **Exhibit.** Exhibit A, Residential Right-of-Way and Median Segment List, is attached and incorporated into this Contract.

Signatures

IN WITNESS WHEREOF, the Parties have signed this Contract on the dates shown below.

CITY OF JACKSON, MISSISSIPPI

By: _____
John A. Horhn, Mayor

Date: _____

ATTEST:

By: _____
Angela Harris, Municipal Clerk

WESCOLE SERVICES, LLC

By: _____
Jakobe Wesley, Member

Date: _____

Exhibit A. Residential Right-of-Way and Median Segment List

The Service Area consists of the 67 Segments below, totaling 22.579 miles: 16.901 miles of Right-of-Way and 5.678 miles of Median. Segments are listed by Ward.

No.	Street	Ward	Type	Length (mi)
1	CLUBVIEW DR	1	ROW	0.179
2	COLONIAL CIR	1	MEDIAN	0.025
3	FOXBORO ST	1	ROW	0.242
4	KATHERINE BLVD	1	MEDIAN	0.196
5	WICKWOOD BLVD	1	MEDIAN	0.095
6	EXECUTIVE PL	2	MEDIAN	0.144
7	HALLMARK DR	2	MEDIAN	0.145
8	KIRKLEY CIR	2	MEDIAN	0.087
9	MAGNOLIA RD	2	ROW	0.138
10	MOSS AVE	2	ROW	0.222
11	WILLING AVE	2	ROW	0.065
12	GADDIS ST	3	ROW	0.013
13	GADDIS ST	3	ROW	0.043
14	GREENFIELD AVE	3	ROW	0.444
15	HOLMES AVE	3	ROW	0.521
16	PINEY WOODS ST	3	MEDIAN	0.081
17	SALEM ST	3	MEDIAN	0.051
18	STONEWALL ST	3	MEDIAN	0.253
19	TOOLE AVE	3	ROW	0.282
20	W ASH ST	3	ROW	0.131
21	WOOD ST	3	MEDIAN	0.284
22	GAULT ST	4	ROW	0.859
23	LOFLIN ST	4	ROW	0.448
24	MONTGOMERY	4	ROW	0.716

No.	Street	Ward	Type	Length (mi)
	DR			
25	NANTUCKET DR	4	ROW	0.048
26	NORMAN ST	4	ROW	0.904
27	ORELL ST	4	ROW	0.245
28	PEACH PL	4	MEDIAN	0.184
29	STRATFORD DR	4	ROW	0.367
30	WINDSOR DR	4	ROW	0.069
31	YARBROUGH ST	4	ROW	0.239
32	CLEVELAND AVE	5	ROW	0.510
33	CLIFTON ST	5	MEDIAN	0.048
34	DEER PARK ST	5	ROW	0.259
35	EASTSIDE DR	5	ROW	0.458
36	GIBRALTAR DR	5	ROW	0.658
37	GRAND AVE	5	MEDIAN	0.471
38	HAIR ST	5	ROW	0.562
39	HATTIESBURGH ST	5	MEDIAN	0.829
40	JACKSON BLVD	5	ROW	0.065
41	LEWIS ST	5	ROW	0.127
42	MARDALIS LN	5	ROW	0.174
43	PECAN BLVD	5	MEDIAN	0.509
44	PECAN PARK CIR	5	ROW	0.103
45	PINE LAWN PL	5	MEDIAN	0.171
46	W PEARL ST	5	MEDIAN	0.464
47	WYNWOOD DR	5	MEDIAN	0.223
48	DELLWOOD DR	6	MEDIAN	0.091
49	GUNDA ST	6	ROW	0.303

No.	Street	Ward	Type	Length (mi)
50	S VALLEY FALLS RD	6	ROW	0.309
51	SANTA CLAIR ST	6	ROW	0.485
52	SCALON DR	6	ROW	0.578
53	W LEAVELL WOODS DR	6	ROW	0.442
54	WOODY DR	6	ROW	2.407
55	ENGLEWOOD BLVD	7	MEDIAN	0.382
56	GILLESPIE ST	7	MEDIAN	0.353
57	GREY BLVD	7	MEDIAN	0.186
58	HAND ST	7	ROW	0.078
59	HIAWATHA ST	7	ROW	0.254
60	PORTER ST	7	MEDIAN	0.192
61	PORTER ST	7	ROW	0.649
62	PRENTISS ST	7	ROW	0.335
63	RIDGECREST DR	7	MEDIAN	0.050
64	ROBINWOOD DR	7	ROW	0.248
65	S ROACH ST	7	ROW	0.838
66	STOKES ROBERTSON RD	7	ROW	0.884
67	VALLEY RD	7	MEDIAN	0.164
	Total			**22.579**

23

RESOLUTION CY-2026-____

RESOLUTION TO AUTHORIZE THE JACKSON MUNICIPAL AIRPORT AUTHORITY TO ACCEPT THE GRANT AWARD AND AGREEMENT, FAIN 69A34524400070027, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION UNDER THE SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM TO SUPPORT THE RESTORATION OF AIR SERVICE BETWEEN JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT AND CHICAGO O'HARE INTERNATIONAL AIRPORT.

WHEREAS, the Jackson Municipal Airport Authority ("JMAA"), acting for the community of Jackson, Mississippi, applied to the United States Department of Transportation ("DOT") for a grant under the Small Community Air Service Development Program ("SCASDP") to support air service development at Jackson-Medgar Wiley Evers International Airport ("Airport" or "JAN"); and

WHEREAS, DOT has offered to JMAA a Grant Award and Agreement, FAIN 69A34524400070027, under Docket No. DOT-OST-2025-2316 (the "Grant Agreement"), providing up to One Million Dollars ($1,000,000.00) in Federal funding for a revenue guarantee and associated marketing program to recruit, initiate, and support the restoration of air service between JAN and Chicago O'Hare International Airport ("ORD") (the "Project"); and

WHEREAS, the Grant Agreement provides that the Federal share will reimburse 81.63 percent of valid Total Project Cash Costs, subject to a maximum Federal obligation of One Million Dollars ($1,000,000.00); and

WHEREAS, the Grant Agreement identifies Total Project Cash Costs of One Million Two Hundred Twenty-Five Thousand Dollars ($1,225,000.00), consisting of a Federal Share of One Million Dollars ($1,000,000.00), a Local Share of One Hundred Fifty Thousand Dollars ($150,000.00), and an Airport Share of Seventy-Five Thousand Dollars ($75,000.00), together with In-Kind Contributions valued at Five Hundred Eighty-Three Thousand Two Hundred Sixty-One Dollars ($583,261.00); and

WHEREAS, the Grant Agreement requires JMAA to pay eligible Project costs before seeking reimbursement from DOT, provides for monthly reimbursement of 81.63 percent of valid expenditures upon submission of required documentation, and withholds the final ten percent (10%) of Federal funding until DOT receives the required final report; and

WHEREAS, JMAA must execute the Grant Agreement without substantive modification on or before October 14, 2026, unless DOT prescribes a later date in writing; and

WHEREAS, the Board of Commissioners (the "Board") of JMAA has considered the recommendation of Staff that the Board accept the Grant Agreement to accomplish the Project;

WHEREAS, JMAA and the City of Jackson, Mississippi ("City"), are Co-Sponsors of the Airport, and JMAA is designated as the Sponsor under the Grant Agreement, acting for the community of Jackson, Mississippi; and

Agenda Item No. 23
October 6, 2026
(D.Martin, Horhn)

WHEREAS, JMAA desires that the City Council of the City, in recognition of the City's status as Co-Sponsor of the Airport, adopt a resolution acknowledging and supporting JMAA's acceptance and administration of the Grant Agreement and authorizing any actions or documents required of the City in its capacity as Co-Sponsor of the Airport; and

WHEREAS, JMAA Staff requests Board authority to seek such a resolution from the City Council of the City.

NOW, IT IS THEREFORE RESOLVED that the Board accepts the Grant Agreement to accomplish the Project, with a maximum Federal obligation of One Million Dollars ($1,000,000.00), a Local Share of One Hundred Fifty Thousand Dollars ($150,000.00), an Airport Share of Seventy-Five Thousand Dollars ($75,000.00), and In-Kind Contributions valued at Five Hundred Eighty-Three Thousand Two Hundred Sixty-One Dollars ($583,261.00), authorizes JMAA to advance eligible Project costs from legally available funds pending DOT reimbursement, and authorizes JMAA to provide the Airport Share and, to the extent not provided by community or private sources, all or any portion of the Local Share; provided, however, that JMAA's aggregate cash contribution shall not exceed Two Hundred Twenty-Five Thousand Dollars ($225,000.00) without further Board approval; and

IT IS FURTHER RESOLVED that the Grant funds be used solely for purposes authorized under the Grant Agreement, including the revenue guarantee and associated route-specific marketing program for JAN-to-ORD service, and that funds allocated for the Project may not be used for any other purpose; and

IT IS FURTHER RESOLVED that Rosa M. Beckett, the JMAA Chief Executive Officer, or her designee, is hereby authorized to execute and deliver the Grant Agreement on behalf of JMAA, without substantive modification, on or before October 14, 2026, or such later date as DOT may prescribe in writing; and

IT IS FURTHER RESOLVED that the JMAA General Counsel, Kimberly M. Carlisle, Esq., is authorized to execute the "Certificate of Sponsor's Attorney" on behalf of JMAA after the JMAA Chief Executive Officer, or her designee, executes the Grant Agreement; and

IT IS FURTHER RESOLVED that JMAA's Staff and General Counsel are hereby authorized and directed to seek a resolution from the City Council of the City acknowledging and supporting JMAA's acceptance and administration of the Grant Agreement and authorizing any actions or documents required of the City in its capacity as Co-Sponsor of the Airport; and

IT IS FURTHER RESOLVED that Rosa M. Beckett, the JMAA Chief Executive Officer, or her designee, is hereby authorized to execute administrative or nonmaterial amendments, modifications, or supplemental agreements to the Grant Agreement that are consistent with the purposes of this Resolution and do not increase JMAA's financial commitment or materially change the Project, with any such material change requiring further Board approval; and

IT IS FURTHER RESOLVED that JMAA hereby ratifies and adopts all assurances, statements, representations, warranties, covenants, certifications, and

agreements incorporated in the Grant Agreement, including Exhibits A through H, the Grant Application, and DOT Order 2026-9-1, and agrees to comply with all terms and conditions therein, including all applicable requirements of 2 CFR Parts 200 and 1201 and 49 U.S.C. § 41743; and

IT IS FURTHER RESOLVED that any and all prior acts performed by JMAA Staff to apply for and obtain the SCASDP Grant are hereby ratified, adopted, and approved by the JMAA Board.

Yeas: _____, _____, _____, _____, _____
Nays: _____
Abstentions: _____

Office of the City Attorney

401 East Capitol Street, Suite 300
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION TO AUTHORIZE THE JACKSON MUNICIPAL AIRPORT AUTHORITY TO ACCEPT THE GRANT AWARD AND AGREEMENT, FAIN 69A34524400070027, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION UNDER THE SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM TO SUPPORT THE RESTORATION OF AIR SERVICE BETWEEN JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT AND CHICAGO O'HARE INTERNATIONAL AIRPORT** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure 9/28/20

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

www.jmaa.com

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From: Schuller, Will (FAA) <Will.Schuller@faa.gov>
Sent: Monday, August 24, 2026 9:42 AM
To: Rosa M. Beckett <rbeckett@jmaa.com>
Cc: Stewart, Christopher T (FAA) <Christopher.T.Stewart@faa.gov>
Subject: Short deadline on upcoming grant offer

This Message Is From an External Sender
**** THIS MESSAGE CAME FROM OUTSIDE OF JACKSON MUNICIPAL AIRPORT AUTHORITY'S MAIL SYSTEM. PLEASE USE EXTREME CAUTION OPENING ATTACHMENTS AND/OR CLICKING ANY LINKS. IF YOU ARE UNSURE, PLEASE CONTACT IT BY SUBMITTING A TICKET OR CALLING 611. ****

Report Suspicious

Ms. Beckett,

We anticipate a grant being announced and our office being able to issue a grant offer on or about September 10, 2026.

You will have just six calendar days from receipt of the grant offer to have the grant fully executed. Two days of which are weekend days.

As such, we encourage you to get pre-approval from your governing board or council for your executive officer to sign the grant offer.

This is a hard deadline as we are at the end of our fiscal year. Failure to meet this deadline will mean that the grant offer is cancelled.

William Schuller
Acting Manager
FAA/Jackson Airports District Office
U.S. Department of Transportation
(769) 268-6971
Will.Schuller@faa.gov

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Southern Region
Mississippi

Jackson Airports District Office
10 Canebrake Blvd., Suite 100
Flowood, MS 39232

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Ms. Rosa Beckett
Chief Executive Officer
Jackson Municipal Airport Authority
rbeckett@jmaa.com

The Honorable John A. Horhn
Mayor, City of Jackson, Mississippi
Jhorhn@jackson.ms.gov

Dear Ms. Rosa Beckett and Mayor Horhn:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-28-0037-080-2026 at Jackson-Medgar Wiley Evers International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 11, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date. We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. A SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Christopher Stewart, (769) 268-6978, Christopher.T.Stewart@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{{Sig_es_:signer1: signature}}

William J. Schuller
Acting Manager
Jackson Airports District Office

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION
FY 2026
AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}
Airport/Planning Area	Jackson-Medgar Wiley Evers International Airport
Airport Grant Number	3-28-0037-080-2026
Unique Entity Identifier	CN7AM4VBFP35

TO: Jackson Municipal Airport Authority and City of Jackson
(The word "Sponsor" in this Grant Agreement applies to Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated July 13, 2026, for a grant of federal funds for a project at or associated with the Jackson-Medgar Wiley Evers International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Jackson-Medgar Wiley Evers International Airport (herein called the "Project") consisting of the following:

Acquire (15) Vehicle Movement Area Transponders for Airport Ground Vehicles

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure

Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.116.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$43,929.**

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):

   $43,929 for airport development

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

      ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. **Ineligible or Unallowable Costs.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before **September 11, 2026,** or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        i. 15 percent; or

        ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

    a. Verify the non-federal entity is eligible to participate in this federal program by:

        i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

        ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

        iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

    c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

a. *Posting of contact information.*

i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

a) Severe forms of trafficking in persons;

b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

c) The use of forced labor in the performance of this grant; or any subaward; or

d) Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. *Provisions applicable to any sponsor or subrecipient.*

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. **Grant Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated November 16, 2018, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. **Co-Sponsor.** The co-sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

28. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

30. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

    b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

31. **National Airspace System Requirements.**

    a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

    b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

i. Additional conditions on the award;

ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

32. **Signage Costs for Construction Projects.** The sponsor agrees that it will require the prime contractor of a federally assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

33. **Equipment Acquisition.** The sponsor understands and agrees that any equipment acquired through this grant is considered a facility as that term is used in Grant Assurances. Further, the equipment must be only operated by the sponsor. The sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.

34. **Mothers' Rooms.** As a small, medium, or large hub airport, the sponsor certifies it is in compliance with 49 USC § 47107(w).

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you agree you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

{{Sig_es_:signer1:signature:dimension(height=12mm, width=70mm)}}
(Signature)

{{N_es_:signer1:fullname }}
(Typed Name)

{{N_es_:signer1:title }}
(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you agree you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated {{DateTime_es_:signer2:calc(now()):format(date,"mmmm d, yyyy")}}

Jackson Municipal Airport Authority

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer2:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2:title }}

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, {{N_es_:signer3:fullname}}, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you agree you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at {{DateTime_es_:signer3:calc(now()):format(date,"mmmm d, yyyy")}}

By: {{Sig_es_:signer3:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you agree you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[4]

Dated {{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}

City of Jackson, Mississippi

(Name of Sponsor)

{{Sig_es_:signer4:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer4:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer4:title }}

(Title of Sponsor's Authorized Official)

[4] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, {{N_es_:signer5:fullname}}, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Mississippi__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you agree you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[5]

Dated at {{DateTime_es_:signer5:calc(now()):format(date," mmmm d, yyyy")}}

By: {{Sig_es_:signer5:signature dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

[5] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
d. Hatch Act – 5 USC § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]
l. 49 USC § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 USC § 794.
n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC § § 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates. [1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States. [1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act). [1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements). [1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs. [1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance. [1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The **(Jackson Municipal Airport Authority and City of Jackson)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;

   2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);

   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;

   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of July 13, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

GRANT AWARD AND AGREEMENT BETWEEN THE U.S. DEPARTMENT OF TRANSPORTATION AND THE JACKSON MUNICIPAL AIRPORT AUTHORITY ACTING FOR THE COMMUNITY OF JACKSON, MS, UNDER THE SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM
ALN/CFDA: 20.930 FAIN: 69A34524400070027

DOCKET #: DOT-OST-2025-2316

WHEREAS, the Jackson Municipal Airport Authority (the Sponsor), on behalf of the community of Jackson, MS, has applied for a Grant under the Small Community Air Service Development Program; now THEREFORE, the U.S. Department of Transportation (DOT), acting for the UNITED STATES, presents this Grant Award and Agreement (Grant Agreement) to the Sponsor for a grant of up to $1,000,000 to assist in the Sponsor's efforts to address the air service needs of the community. This Grant Agreement shall be effective on the date of last signature by the Sponsor and DOT (collectively, the Parties). Unless otherwise defined in this Grant Agreement, capitalized terms shall have the meanings assigned to such terms in Section F hereof.

THIS GRANT AWARD AND AGREEMENT IS MADE ON AND SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

A. GENERAL CONDITIONS

1. The maximum obligation of the United States payable under this Grant Agreement shall be $1,000,000.
2. Payment of the United States' share of the Total Project Cash Costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as DOT may prescribe, including, without limitation, 2 CFR Parts 200 and 1201. Final determination of the United States' share may be based upon a final review of the Total Project Cash Costs and settlement will be made for adjustments to the United States' share of costs.
3. The Sponsor shall carry out and complete the Grant Project without undue delays and in accordance with the terms hereof and pursuant to any regulations and procedures as DOT may prescribe.
4. This Grant Agreement constitutes an obligation of Federal funding. The grant awarded hereunder shall expire and the United States shall not be obligated to pay any part of the costs of the Grant Project unless the Sponsor signs this Grant Agreement on or before **October 14, 2026**, or such subsequent date as may be prescribed in writing by DOT. If the Sponsor makes any substantive changes to this Grant Agreement, such changes shall constitute amendments to this Grant Agreement, and further action on the part of DOT is required in order for DOT to accept such amendments to the initial grant award obligation. DOT may unilaterally terminate this Grant Agreement at any time before the Sponsor signs it without modification and returns it to DOT.

5. The Sponsor shall take all steps, including litigation, if necessary, to recover Federal funds when DOT determines, after consultation with the Sponsor, that such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this Grant Agreement.
6. The Sponsor shall retain all documents relevant to this Grant Agreement and the Grant Project for a period of three (3) years after completion of all projects undertaken pursuant to the Grant Agreement and receipt of final reimbursement from the U.S. Treasury, whichever is later. It shall furnish DOT, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by DOT.
7. The United States shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
8. The Sponsor shall ensure compliance with Federal regulations requiring conduct of a Federally approved audit of any expenditure of funds of $1,000,000 or more in a year in Federal awards.
9. The provisions of 2 CFR 200.317–200.327 (Procurement Standards), as implemented and modified by 2 CFR Part 1201, shall apply to the extent that the Sponsor procures property and services in carrying out the Grant Project.
10. The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
11. Pursuant to Section (3)(b)(iv)(A), Executive Order 14173, *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*, the Sponsor agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 31 U.S.C. 3729(b)(4).
12. Pursuant to Section (3)(b)(iv)(B), Executive Order 14173, *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*, by entering into this agreement, the Sponsor certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

B. SPECIAL CONDITIONS

1. Consistent with 2 CFR 200.340, DOT may terminate this Grant Agreement and all of its obligations under this agreement if any of the following occurs:

a. (i) The Sponsor fails to obtain or provide any Sponsor matching funds as required by the Grant Agreement;
(ii) A completion date for the Project or a component of the Project is listed in the Grant Agreement and the Sponsor fails to meet that milestone by six months after the date listed in the Grant Agreement;
(iii) The Sponsor fails to comply with the terms and conditions of this Grant Agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
(iv) Circumstances cause changes to the Project that DOT determines are inconsistent with DOT's basis for selecting the Project to receive an award;
(v) DOT determines that the award no longer effectuates the program goals or agency priorities; or
(vi) DOT determines that termination of this Grant Agreement is in the public interest.

b. In terminating this Grant Agreement under this section, DOT may elect to consider only the interests of DOT.

c. The Sponsor may request that DOT terminate the agreement under this section.

2. Either Party may seek to amend or modify this Grant Agreement on written notice to the other Party. The Grant Agreement will be amended or modified only on mutual written agreement by both parties.

3. Subject to the terms set forth in this Grant Agreement, and unless otherwise agreed between the Sponsor and DOT, **this Grant Agreement will expire on January 9, 2032. NOTE**: The three-year limitation set forth in 49 U.S.C. 41743(d)(1), applicable only to revenue guarantees, begins when subsidized service commences.

4. Should the Sponsor be unable to complete its Grant Project within the time initially allocated to it in this Grant Agreement, the Sponsor may obtain a self-initiated one-year extension of this Grant Agreement if the Sponsor files with DOT, no later than sixty (60) days prior to the original expiration date of this Grant Agreement, a written request for such extension. Consistent with the provisions of 2 CFR § 200.308(g)(2), such request must include a description of the supporting reasons for the extension. **NOTE**: Access to remaining Federal funding is not a sufficient reason for a self-initiated extension. Supporting reasons must be substantive in nature. If the supporting reasons are in the public's best interests, DOT will acknowledge receipt of the request filed under this subsection of the Grant Agreement, and this Grant Agreement will then expire one calendar year after the expiration date currently set forth in this Grant Agreement.

C. PROPOSAL SPECIFIC CONDITIONS

1. Sponsor: The Jackson Municipal Airport Authority, designated by the community of Jackson, MS, as the Sponsor under the Small Community Air

Service Development Program, is a government entity that shall administer the Grant according to the terms and conditions set forth in this Grant Agreement.

Sponsor Contact:	Additional Contact:
Name: Rosa Beckett	Joyce Tillman
Title: Chief Executive Officer	Senior Capital and Grants Admin.

Company: Jackson Municipal Airport Authority
Address: 100 International Drive Ste. 300
Jackson, Mississippi 39208

Phone: 601-664-3504	601-360-8662
Email: rbeckett@jmaa.com	jtillman@jmaa.com

UEI Number: CN7AM4VBFP35
TIN Number: 64-0576644

2. Scope of the Grant Project

Grant Project: Revenue guarantee and associated marketing program to recruit, initiate and support the restoration of service from Jackson–Medgar Wiley Evers International Airport (JAN) to Chicago O'Hare International Airport (ORD). This Grant Project does not include any costs directly related to climate change and sustainability.

3. Funding

a. **Total Project Cash Costs: $1,225,000**

Federal Share:	$1,000,000
State Share:	$0
Local Share:	$150,000
Airport Share:	$75,000
In-Kind Contribution:	$583,261

b. Payment by DOT shall not exceed $1,000,000 for the Grant Project's Total Project Cash Costs, which are costs arising from the Grant Project described in Section 2 above.
c. The community will provide any In-Kind Contributions described in its Grant Application, or alternative In-Kind Contributions approved by DOT, toward implementation of the Grant Project.
d. **The Sponsor shall pay the costs associated with the Grant Project prior to seeking reimbursement from DOT**. If the Sponsor is seeking private contributions to complete the Local Share, the Sponsor is responsible for ensuring that the full Local Share is provided.

e. To seek reimbursement from DOT, the Sponsor shall submit documentary evidence of all expenditures associated with the Grant Project set forth in Section C.3.b, and included in the Total Project Cash Costs set forth in Section C.3.a (those to be covered by the local and/or State contribution, as well as those covered by the Federal contribution) on a monthly basis. DOT will reimburse the Sponsor on a monthly basis for **81.63 percent** of all valid expenditures submitted (the specific Federal share of Total Project Cash Costs is set forth in Sections C.3.a and C.3.b), subject to Sections C.3.c, C.3.f, and C.3.g. All reimbursement requests to DOT shall include sufficient documentation to justify reimbursement of the Sponsor, including invoices and proof of payment of the invoice. **NOTE**: Expenditures incurred by third parties are not directly reimbursable to such third parties under this grant program. The Sponsor **must have paid all costs** associated with eligible invoices, including costs incurred by third parties, prior to seeking reimbursement from DOT. The Sponsor may **not** seek reimbursement from DOT in any case where a third party (such as, but not limited to, an Economic Development Board, a Visitors' Bureau, or a Chamber of Commerce) has paid for such services instead of the Sponsor. In seeking reimbursements, the Sponsor must provide invoices or other evidence of the expenditure, details about the expenditure and how it relates to the grant project, and evidence of payment. In addition, the Sponsor is required to certify that each invoice is relevant to the authorized grant project and has been paid. In addition, for grants involving marketing of services conducted under a revenue guarantee, the Sponsor may seek reimbursement only for marketing activities that are market-specific to the city pairs shown in the revenue guarantee agreement with the air carrier, and not for general marketing of the city or airport at issue in this Grant Agreement. Specifically, **all marketing materials that are for route-specific grants must display the destination city and/or airport name**.
f. Payment of the final ten percent (10%) of the Federal funding for the Grant Project will be made after receipt by DOT of the final report set forth in Section C.4.
g. The Sponsor shall ensure that the funds provided by DOT are not misappropriated or misdirected to any other account, need, project, line-item, or the like.
h. All requests for reimbursement must be made by the Sponsor within sixty (60) calendar days after the date of expiration (see Section B.4) of this Grant Agreement.
i. All expenses for this Grant Project must be incurred by the date of expiration of this Grant Agreement (see Section B.4), unless otherwise agreed between the Sponsor and DOT.
j. Should this Grant Agreement be terminated prior to the expiration date provided herein (see Section B.4), DOT reserves the right to require that the Sponsor return to DOT any of the funds reimbursed for expenses subsequently deemed ineligible.

4. Reports
   a. Grant Project reports, including progress on milestones as set forth in Section 4.b, shall be reported to DOT on a semi-annual basis, with **reports due to DOT on April 30 and October 31 of each year** that the Grant Agreement remains effective. **The first Grant Project report is due on April 30, 2027.**
   b. Each Project report shall include the following: (i) brief narrative detailing the status of the Grant Project and the progress being made towards the scope of the Grant Project described in Section C.2; (ii) status report on the hiring of any consultants in conjunction with implementation of the Grant Project; (iii) status report on progress toward completion of any and all In-Kind Contributions committed to implementation of the Grant Project as described in Section C.3.a and in the Grant Application, or alternative Third-Party In-Kind contributions approved by DOT, including documentation evidencing that In-Kind Contributions were made; (iv) status report on any and all marketing or promotional activities undertaken; (v) status report on any and all contract negotiations with Air Carriers, including any revenue guarantee, subsidy, or financial incentive agreements; and (vi) status report on contract negotiations with other third parties in conjunction with the implementation of the Grant Project.
   c. The Project report due on April 30 shall also include a completed Federal Financial Report (SF-425). The form is available at https://www.grants.gov/forms/post-award-reporting-forms.html.
   d. The Final report (in a format to be provided by DOT) of the Sponsor's assessment of the Grant Project shall be made to DOT within 120 calendar days after expiration of this Grant Agreement or conclusion of the Grant Project, whichever occurs earlier.

5. **Sponsor Obligations**
   a. The Sponsor shall, within **fifteen (15) calendar days after their execution, provide DOT with a copy of all agreements executed** between the Community and any consultants, Air Carriers, or other parties with respect to the Grant Project. The Sponsor shall, within fifteen (15) calendar days after their execution, also provide DOT with notice of any amendment to, or termination of such agreements. The Sponsor shall ensure that all agreements entered into with third parties regarding this grant are consistent with this Grant Agreement and the documents incorporated by reference into the Grant Agreement, and any amendments or modifications executed, pursuant to Section B.
   b. The Sponsor shall **ensure that the obligations set forth in this Grant Agreement are met**. Failure to do so may result in termination of the Grant Agreement by DOT.

Obligation for Agreements Utilizing a Marketing Plan for General Airport Marketing or Marketing for Specific Existing Routes: Section C.5.c shall apply only if this box ☐ is checked.

c. Within **three (3) months following the date of Execution of the Grant Agreement, the Sponsor shall submit to DOT a detailed marketing plan** as set forth in the Grant Application, including the types of media to be used, projected expenditures for each marketing component, and timeline for release of the marketing/advertising material.

Obligations for Agreements Only Utilizing a Marketing Plan to Establish Air Service: Sections C.5.d through C.5.f shall apply only if this box ☐ is checked.

d. Within **three (3) months following the date of Execution of the Grant Agreement, the Sponsor shall submit to DOT a detailed marketing plan** as set forth in the Grant Application, including the types of media to be used, projected expenditures for each marketing component, and timeline for release of the marketing/advertising material.
e. At the sole option of DOT, funding may **terminate twelve (12) months after the execution of this Grant Agreement if the Sponsor is unable to execute an agreement with an Air Carrier** to provide the new air service described above, unless otherwise agreed between the Sponsor and DOT.
f. At the sole option of DOT, funding under this Grant Agreement may **terminate if no air service by an Air Carrier has commenced within twelve (12) months** after the Execution of this Grant Agreement, unless otherwise agreed between the Sponsor and DOT.

Obligations for Agreements Utilizing Air Carrier Financial Incentives to Establish Service: Sections C.5.g through C.5.l shall apply only if this box ☒ is checked.

g. No reimbursement by DOT will be made until the Sponsor has **provided DOT with a copy of the revenue guarantee**, subsidy, or financial incentive agreement between the Sponsor and Air Carrier(s), including the cost and revenue basis for the compensation required.
h. At the sole option of DOT, funding may **terminate twelve (12) months after the execution of this Grant Agreement if the Sponsor is unable to execute an agreement with an Air Carrier** to provide the new air service described above, unless otherwise agreed between the Sponsor and DOT.
i. At the sole option of DOT, funding under this Grant Agreement may **terminate if no air service by an Air Carrier has commenced within twelve (12) months** after the Execution of this Grant Agreement, unless otherwise agreed between the Sponsor and DOT.
j. Within **six (6) months following the date of execution of an agreement with an Air Carrier for service at the community, the Sponsor shall submit to DOT a detailed marketing plan** as set forth in the Grant Application, including the types of media to be used, projected

expenditures for each marketing component, and timeline for release of the marketing/advertising material.

k. At the sole option of DOT, funding may **terminate within six (6) months after execution of an agreement with an Air Carrier to provide the new air service described above if the marketing program to support the service has not been developed** and implemented, unless otherwise agreed between the Sponsor and the DOT.

l. If during the term of a revenue guarantee agreement, subsidy agreement, or other financial incentive agreement with the Community, the **Air Carrier stops providing the agreed-upon service**, DOT will only provide reimbursement to the Sponsor for the actual service provided by the Air Carrier under the relevant agreement.

D. EXHIBITS

The following exhibits are attached to and are a part of this Grant Agreement. The Sponsor shall ensure compliance with all assurances and certifications made under these exhibits, and any amendments or modifications thereto.

Exhibit A	Grant Assurances
Exhibit B	Title VI Assurance
Exhibit C	Certification Regarding Influencing Activities
Exhibit D	Certification Regarding Drug-Free Workplace Requirements
Exhibit E	Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Exhibit F	Requirements Regarding Delinquent Tax Liability or a Felony Conviction Under Any Federal Law
Exhibit G	Sponsor Policy to Ban Text Messaging While Driving
Exhibit H	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

E. ENTIRE AGREEMENT

This Grant Agreement constitutes the entire agreement of the Parties relating to the Small Community Air Service Development Program and awards under that program for the Project and supersedes any previous agreements, oral or written, relating to the Small Community Air Service Development Program and awards under that program for the Project.

F. DEFINITIONS

Air Carrier: A United States-certificated air carrier undertaking to provide air transportation, including, without limitation, scheduled and unscheduled air carriers, regional air carriers, commuter air carriers, and air taxi operators.

Community: All parties identified in the Grant Application as participating in the Grant Project, including the Sponsor.

DOT: United States Department of Transportation.

Execution of Grant Agreement: Signing of this Grant Agreement by DOT and the Sponsor.

Federal Share: Federal funds authorized for use by the Grant Recipient in implementing the Grant Project.

Grant Agreement: This written agreement between DOT and the Sponsor describing the scope of the Grant Project and setting forth the terms and conditions of the Community's participation in the Small Community Air Service Development Program, and incorporating by reference (a) all attachments and exhibits to this Grant Agreement in their entireties; (b) the Grant Application, except to the extent inconsistent with the terms of this written agreement; and (c) **DOT Order 2026-9-1** in its entirety.

Grant Application: The complete document submitted **to DOT by the Community in Docket DOT-OST-2025-2316**, including any information submitted in the docket as confidential material.

Grant Project: The scope of the project set forth in Section C.2 of this Grant Agreement.

In-Kind/Third-Party In-Kind Contribution: Property or services that benefit the Grant Project and that are contributed by non-Federal third parties without charge to the Sponsor or a cost-type contractor under the Grant Agreement.

Local Share: Public, community, state, or private funds described in the Grant Application for use in implementing the Grant Project, excluding any In-Kind Contributions (including Third-Party In-Kind Contributions).

Party: DOT and/or the Sponsor, as the context indicates.

Proposal: A proposed project described by the Community in its Grant Application.

Small Community Air Service Development Program (SCASDP): A grant-in-aid financial assistance program originally established under the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century (AIR-21) (Pub. L. No. 106-181), reauthorized by Vision 100—The Century in Aviation Reauthorization Act (Pub. L. No. 108-176), and subsequently reauthorized by the FAA Modernization and Reform Act of 2012 (Pub. L. No. 112-95) as amended, the Disaster Tax Relief and Airports and Airway Extension Act of 2017 (Pub. L. No. 115-63), the FAA Reauthorization Act of 2018 (Pub. L. No. 115-254) (FAA

2018), and the FAA Reauthorization Act of 2024 (Pub. L. No. 118-63) (FAA 2024). The program is codified in Title 49 U.S.C. 41743.

Sponsor Obligations: Responsibilities of the Sponsor under this Grant Agreement and those documents incorporated by reference into the Grant Agreement as set forth above (see definition of Grant Agreement).

Sponsor: A government entity and sponsor that has been awarded a grant for the Grant Project and agrees pursuant to this Grant Agreement to administer and oversee implementation of this Grant Agreement and the fulfillment of the Grant Project.

Total Project Cash Costs: Sum of the Federal and local cash shares contributed toward completion of the Grant Project, excluding any In-Kind Contributions (including Third-Party In-Kind Contributions). Total Project Cash Costs are described in Sections C.3.a and C.3.b of this Grant Agreement.

GRANT AWARD AND AGREEMENT

This Grant Award and Agreement is made in accordance with Title 49 U.S.C. 41743 and is subject to the terms and conditions of this Grant Agreement and the Exhibits attached hereto and incorporated herein.

Executed this _____ day of _____, 2026.

United States Department of Transportation

(SEAL)

_____

Brooke Chapman
Associate Director
Small Community Air Service Development Program

ACCEPTANCE

The undersigned Sponsor agrees to accomplish each element of the Grant Project in compliance with the terms and conditions of this Grant Agreement and the Exhibits attached hereto and incorporated herein.

Executed this _____ day of _____, 2026.

Jackson Municipal Airport Authority
Jackson, MS

(SEAL)

By: _____
Signature of Sponsor's Designated Official Representative

_____
Printed Name

_____
Title

Attest: _____

Title: _____

GRANT AWARD AND AGREEMENT

This Grant Award and Agreement is made in accordance with Title 49 U.S.C. 41743 and is subject to the terms and conditions of this Grant Agreement and the Exhibits attached hereto and incorporated herein.

Executed this _____ day of _____, 2026.

United States Department of Transportation

(SEAL)

_____

Brooke Chapman
Associate Director
Small Community Air Service Development Program

ACCEPTANCE

The undersigned Sponsor agrees to accomplish each element of the Grant Project in compliance with the terms and conditions of this Grant Agreement and the Exhibits attached hereto and incorporated herein.

Executed this _____ day of _____, 2026.

City of Jackson, Mississippi

(SEAL)

By: _____
Signature of Sponsor's Designated Official Representative

_____
Printed Name

_____
Title

Attest: _____

Title: _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify: That in my opinion the Sponsor is a government entity empowered to enter into the foregoing Grant Agreement under the laws of the State (or Commonwealth) of _____. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State (or Commonwealth) and Title 49 of the U.S. Code. In addition, for grants involving projects to be carried out on property not owned by the Sponsor or where Sponsor may make payments to others, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement, including the Exhibits, constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

_____ _____

Signature of Sponsor's Attorney | Date

_____ _____

Printed or Typed Name | Telephone

FY 2024 Jackson, MS

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify: That in my opinion the Sponsor is a government entity empowered to enter into the foregoing Grant Agreement under the laws of the State (or Commonwealth) of _____. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State (or Commonwealth) and Title 49 of the U.S. Code. In addition, for grants involving projects to be carried out on property not owned by the Sponsor or where Sponsor may make payments to others, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement, including the Exhibits, constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

_____ _____

Signature of Sponsor's Attorney Date

_____ _____

Printed or Typed Name Telephone

EXHIBIT A

GRANT ASSURANCES

Applicable Federal Laws and Regulations

By entering into this FY 2024 SCASDP Grant Agreement, the Sponsor assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this Grant Agreement include, but are not limited to, the following:

General Federal Legislation

a. Davis-Bacon Act – 40 U.S.C. 3141, et seq.
b. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
c. Hatch Act – 5 U.S.C. 1501, et seq.
d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
e. National Historic Preservation Act of 1966 – 54 U.S.C. 306108
f. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
g. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
h. Clean Air Act – 42 U.S.C. 7401, et. seq.
i. Clean Water Act – 33 U.S.C. 1251, et seq.
j. Endangered Species Act – 16 U.S.C. 1531, et seq.
k. Coastal Zone Management Act – 16 U.S.C. 1451, et seq.
l. Flood Disaster Protection Act of 1973 – 42 U.S.C. 4001, et seq.
m. Age Discrimination Act of 1975, as amended – 42 U.S.C. 6101, et seq.
n. American Indian Religious Freedom Act – 42 U.S.C. 1996
o. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
r. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
s. Section 403 of the Power Plant and Industrial Fuel Use Act of 1978, P.L. 95-620, as amended, – 42 U.S.C. 8373
t. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
u. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
v. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
w. Wild and Scenic Rivers Act – 16 U.S.C. 1271, et seq.
x. Single Audit Act of 1984 – 31 U.S.C. §§ 7501, et seq.
y. Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101, et seq.

z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687
aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. 1101–1104
dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
ee. Freedom of Information Act – 5 U.S.C. 552, as amended
ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1801, et seq.
gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) – 42 U.S.C. 9601, et seq.
mm. Safe Drinking Water Act – 42 U.S.C. 300f through 300j-26
nn. The Wilderness Act – 16 U.S.C. 1131, et seq.
oo. Migratory Bird Treaty Act 16 U.S.C. 703, et seq.
pp. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
qq. Build America, Buy America Act – Pub. L. No. 117-58, div. G, tit. IX, subtit. A
rr. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

Executive Orders

a. Executive Order 12372 – Intergovernmental Review of Federal Programs
b. Executive Order 12549 – Debarment and Suspension
c. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
d. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
e. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
f. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
g. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

General Federal Regulations

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200 and 1201
b. System for Award Management and Universal Identified Requirements – Appendix

A to 2 C.F.R. Part 25

c. Reporting Subawards and Executive Compensation – Appendix A to 2 C.F.R. Part 170
d. Award Term for Trafficking in Persons – 2 C.F.R. Part 175
e. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180 and 1200
f. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
g. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
h. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
i. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
j. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
k. New Restrictions on Lobbying – 49 C.F.R. Part 20
l. Nondiscrimination in Federally Assisted Programs of the Department of Transportation –Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21, including any amendments thereto
m. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
n. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
o. Nondiscrimination on the Basis of Disability in Programs and Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 27
p. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
q. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
r. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
s. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
t. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
u. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 18.3 of this agreement), including any amendments thereto

Specific assurances required to be included in this Grant Agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

EXHIBIT B

TITLE VI ASSURANCE

(Implementing Title VI of the Civil Rights Act of 1964, as amended)

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Grant Application and by entering into the Grant Agreement under the Small Community Air Service Development Program (SCASDP), the Sponsor **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), the Sponsor is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*), including any amendments thereto;
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Sponsor hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Sponsor receives Federal financial assistance from DOT.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Sponsor, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Sponsor agrees with and gives the following Assurances with respect to its Federally assisted SCASDP discretionary grant program:

1. The Sponsor agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. part 21, including any amendments thereto, will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Sponsor will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with the SCASDP discretionary grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   > *"The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

3. The Sponsor will insert the clauses of Appendix A and E of this Exhibit in every contract or agreement subject to the Acts and the Regulations.

4. The Sponsor will insert the clauses of Appendix B of this Exhibit, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Sponsor.

5. That where the Sponsor receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Sponsor receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Sponsor will include the clauses set forth in Appendix C and Appendix D of this Exhibit, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Sponsor with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    a. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Sponsor, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    a. the period during which the Sponsor retains ownership or possession of the property.

9. The Sponsor will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under

such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Sponsor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

The Sponsor also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing DOT's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Sponsor gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the SCASDP discretionary grants program. This ASSURANCE is binding on the Sponsor, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the SCASDP discretionary grant program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, including any amendments thereto.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or DOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Sponsor or DOT, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or DOT may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Sponsor or DOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Sponsor will accept title to the lands and maintain the project constructed thereon in accordance with and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Sponsor all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Sponsor and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Sponsor, its successors and assigns.

The Sponsor, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Sponsor will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*
(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the Sponsor will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Sponsor will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the Sponsor and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Sponsor pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the Sponsor will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the Sponsor will there upon revert to and vest in and become the absolute property of the Sponsor and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, *et seq.*) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973 (23 U.S.C. 324, *et seq.*) (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794, *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101, *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, as amended (49 USC 47123) (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (Pub. L. 100-209) (broadens the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189), as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities);
- Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681, *et seq*) (prohibits you from discriminating because of sex in education programs or activities).

EXHIBIT C

CERTIFICATION REGARDING INFLUENCING ACTIVITIES

Certification for Contracts, Grants, Loans,
and Cooperative Agreements

By signing and submitting the Grant Application and by entering into the Grant Agreement under the Small Community Air Service Development Program (SCASDP), the Sponsor **CERTIFIES THAT**, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Sponsor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Influencing Activities," in accordance with its instructions.

(3) The Sponsor shall require that the language of this certification 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.

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.

EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS IN THE PERFORMANCE OF SMALL COMMUNITY AIR SERVICE PURSUANT TO GRANT AWARD UNDER THE SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM

A. The Sponsor **CERTIFIES THAT** it will, or will continue, to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sponsor's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Sponsor's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of work supported by the grant award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment supported by the grant award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying DOT in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to the Office of Aviation Analysis. Notice shall include the order number of the grant award;

(f) Taking one of the following actions, within 30 days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The Sponsor *may*, but is not required to, insert in the space provided below the site for the performance of work done in connection with the specific grant.

Places of Performance (street address, city, county, state, zip code). For the provision of air service pursuant to the grant award, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the grant award.

Check [ ] if there are workplaces on file that are not identified here.

EXHIBIT E

OFFICE OF THE SECRETARY OF TRANSPORTATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

By signing and submitting the Grant Application and by entering into the Grant Agreement under the Small Community Air Service Development Program (SCASDP), the Sponsor **ASSURES AND CERTIFIES THAT**:

A. Instructions for Sponsor Certification

1. The Sponsor is providing the assurance and certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Sponsor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Sponsor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Sponsor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The Sponsor shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the Sponsor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200.

6. The Sponsor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The Sponsor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," available from the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

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

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Primary Covered Transactions

(1) The Sponsor certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this Grant Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the Sponsor is unable to certify to any of the statements in this certification, such Sponsor shall attach an explanation to this proposal.

B. Instructions for Lower Tier Participant Certification

1. The prospective lower tier participant is providing the assurance and certification set out below.

2. The certification required by a prospective lower tier participant is a material representation of fact upon which reliance is placed when a transaction is entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which the certification is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "civil settlement," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant shall agree that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant shall further agree that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or

voluntarily excluded from participation in the covered transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT F

REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII of Division B of the Further Consolidated Appropriations Act, 2024 (Pub. L. 118-47; March 23, 2024), and anticipated for future appropriations acts, and as implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Sponsor therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

   "**Covered Transaction**" means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

   "**Felony Conviction**" means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

   "**Participant**" means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

   "**Tax Delinquency**" means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed,

and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the "**SAM**") at http://www.sam.gov/ for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

   (1) Certify whether the entity has a Tax Delinquency; and

   (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

   (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

   (2) an entity provides an affirmative response to either certification in section 3; or

   (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

   (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

   (b) If a Participant provides an affirmative response to either certification in section 3, the Recipient shall notify the USDOT in writing of that affirmative response.

   (c) If the Recipient knows that a Participant's certification under section 3 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

(1) require the SAM check in section 2;

(2) require the certifications in section 3;

(3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

EXHIBIT G

SPONSOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in
DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.3, "**Motor Vehicles**" means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.3, "**Driving**" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.3, "**Text messaging**" means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.3, the "**Government**" includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While
Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT H

REQUIRED USE OF AMERICAN IRON, STEEL, MANUFACTURED PRODUCTS, AND CONSTRUCTION MATERIALS

This award term implements the Build America, Buy America Act (section 70914(a) of Pub. L. No. 117-58; November 15, 2021) and Office of Management and Budget (OMB) Memorandum M-22-11, "Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure."

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.

The Sponsor shall not use funds provided under this award for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

Inapplicability.

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers.

When necessary, the Sponsor may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at https://www.transportation.gov/office-policy/transportation-policy/made-in-america.

Definitions

"Construction materials" includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

"Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Primarily iron or steel" means that the cost of the iron and steel content in the article, material, or supply exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire,

plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

"Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 06/30/2028

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

*Name
*Street 1 Street 2
*City State Zip
Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

7. * Federal Program Name/Description:

Assistance Listing Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix *First Name Middle Name
*Last Name Suffix
*Street 1 Street 2
*City State Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix *First Name Middle Name
*Last Name Suffix
*Street 1 Street 2
*City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* Signature: Completed on submission to Grants.gov

*Name: Prefix *First Name Middle Name
*Last Name Suffix

Title: Telephone No.: Date: Completed on submission to Grants.gov

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

24

OFFICE OF THE CITY ATTORNEY
RECEIVED
10/2/24

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "JESSICA MASON V. CITY OF JACKSON, MISSISSIPPI, ET AL." IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI; CIVIL ACTION NO.: 3:25-cv-352.

WHEREAS, on May 15, 2025, Plaintiff filed a Complaint in the United States District Court for the Southern District of Mississippi against the City of Jackson, Mississippi, et al., and

WHEREAS, Plaintiff, Jessica Mason, alleges excessive force, negligence, and other claims against the City and its officers and employees arising out of in incident that occurred on or about September 8, 2024; and

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

WHEREAS, the Office of the City Attorney is recommending the City of Jackson fully and finally resolve the aforementioned lawsuit for $50,000.00 in return for a complete release of the City of Jackson, Mississippi, and its officers and employees from the lawsuit; and

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the Office of the City Attorney should and is hereby authorized to settle all claims for $50,000.00 in the lawsuit styled *Jessica Mason v. City of Jackson, Mississippi, et al.*, Cause No. 3:25-cv-352; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount to the Plaintiff and Plaintiff's Counsel as full and final settlement of this matter.

APPROVED FOR AGENDA:

	INITIALS:	DATE:
FINANCE		
Budgeted: ____yes____no	Acct # 018-518.20-6722	
LEGAL		
CAO		
MAYOR'S OFFICE		

Item# 24
Date: October 6, 2024
By: Horhn, Martin, Nabors

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
2025 9/29/26

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "JESSICA MASON V. CITY OF JACKSON, MISSISSIPPI, ET AL." IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI; CIVIL ACTION NO.: 3:25-cv-352** is legally sufficient for placement in NOVUS Agenda.

Drew M. Martin, *City Attorney*
Jason Nabors, *Special Assistant*

9/29/26
DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH COXWELL & ASSOCIATES PLLC TO PROVIDE FUNDING AND RESOURCES FOR LITTER AND DEBRIS REMOVAL ON THE HIGH STREET CORRIDOR

OFFICE OF THE CITY ATTORNEY

WHEREAS, Coxwell & Associates expressed an interest in providing funding and resources for the removal of litter and debris removal along High Street with no financial contribution from the City of Jackson; and

WHEREAS, it is recommended that the governing authorities authorize the mayor to execute an agreement with Coxwell & Associates concerning the proposed litter and debris removal endeavor; and

WHEREAS, the terms of the agreement are as follows:

Responsibilities of City of Jackson

1. The City authorizes Coxwell & Associates to enter upon High Street and its right of way and easements for the purpose of removing litter and debris.

2. The City retains the right to perform necessary maintenance and construction within the limits desired to meet traffic needs. The right includes the right to remove without compensation any landscaping, plantings, and improvements placed by the City or any persons with whom it subcontracts if not sufficiently maintained, if dictated by safety concerns, or to accommodate future design changes and or access needs for the thoroughfare.

3. The City reserves the right to approve all permits for ingress and egress and other uses of the rights-of-way.

4. The City acknowledges that *Coxwell & Associates* may subcontract with other persons or entities to remove debris or litter from the High Street thoroughfare.

5. The City of Jackson *may* install signage along the High Street Corridor acknowledging the contribution of Coxwell & Associates but is not obligated to install the signage. If signage is installed, the City of Jackson will be responsible for expenses associated with the installation of the signage.

Responsibilities of Coxwell & Associates

6. Coxwell & Associates will provide the necessary funding, equipment, and labor for removing debris and litter from the High Street Corridor.

7. Coxwell & Associates shall furnish to the City of Jackson a policy of liability insurance which covers injuries, damage to property, or vehicles which may arise out of its activities. Coxwell & Associates will indemnify and hold harmless the City of Jackson from damages to property or persons arising out of the activities contemplated by this

Agenda Item No. 25
October 18, 2022
(D. Martin, Hahn)

agreement.

8. If Coxwell & Associates contracts with a third party to perform debris and litter removal, then, Coxwell & Associates will ensure that the liability insurance coverage and indemnification requirements of this agreement include the third party's activities.

9. Coxwell & Associates recognizes and agrees that the City has the exclusive right to control, use, license, grant, or refuse to grant ingress, egress, or other use of the High Street corridor.

10. Coxwell & Associates recognizes that permission to enter and remove debris and litter from the High Street Corridor is the only right conferred by this agreement.

11. Coxwell & Associates agrees to review and approve signage which may be installed by the City of Jackson acknowledging its contribution to maintaining High Street free of litter and debris.

Relationship of the Parties

12. The City and *Coxwell & Associates* agree that neither will hold itself out as, or claim to be, an agent, officer, or employee of the other by reason hereof. Neither party will make any claim, demand, or application for any right or privilege applicable to an officer or employee of the other, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

13. No provision of this Agreement is intended, nor shall it be construed to grant any right, title, or interest to any person or entity not a signatory hereto.

14. The City and all of their agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this Agreement except those specifically stated herein. Coxwell & Associates has no authority to select, control, or direct employees of the City or any of its contractors or subcontractors

15. The City and its agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this Agreement except as specifically stated herein, and have no authority to select, employ, supervise, or control any employee or official of *Coxwell & Associates* or its subcontractors.

16. The City will not be a party to any contract or subcontract entered into

by *Coxwell & Associates.*

17. No employee of *Coxwell & Associates* or a subcontractor hired by it will be deemed to be an employee of the City.

Term of Agreement

The term of this agreement shall commence upon the date of attestation for the signature of the Mayor of the City of Jackson and shall remain in effect for a period of two (2) years.

The agreement may be renewed for additional two (2) year terms following the initial term upon mutual written agreement of the parties, subject to prior approval of the governing authority.

General Provisions

1. Amendment. No modification of this agreement shall be binding unless such modification is in writing and signed by all parties.

2. Termination. This agreement shall be subject to termination at any time upon thirty (30) days written notice by either party.

3. Entirety of Agreement. This agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

4. Severability. Should any portion of this agreement be judicially determined to be illegal or unenforceable, the remainder of the agreement shall continue in full force and effect. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

All contracts and subcontracts shall include a provision for compliance with the Mississippi Employment Protection Act, codified at Section 71-11-3. Under this Act, every contractor or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform Act of 1986, Pub. L. 99-603, 100 Stat. 3359 as amended.

WHEREAS, the best interest of the City of Jackson would be served by authorizing the mayor to execute an agreement with Coxwell & Associates as described in this Order, and to execute any other documents necessary to effectuate the project; and

WHEREAS, authority to enter into the agreement is permitted pursuant to Section 21 - 37-3(1) of the Mississippi Code which vests with municipalities full jurisdiction in the maintenance of streets.

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute the agreement with Coxwell & Associates and to implement action in conformity with the terms of the agreement.

Office of the City Attorney

401 East Capitol Street, Suite 300
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 COXWELL & ASSOCIATES PLLC TO PROVIDE FUNDING AND RESOURCES FOR LITTER AND DEBRIS REMOVAL ON THE HIGH STREET CORRIDOR** is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure

9/22/20

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

Carrie Johnson, *Senior Deputy City Attorney*

JACKSON
MISSISSIPPI
BUILDING A BETTER FUTURE TOGETHER

To: Mayor John Horhn

From: Drew Martin, City Attorney

Date: September 16, 2026

Re: Agreement with Coxwell & Associates, PLLC – Litter & Debris Removal High Street

---

The Order accompanying this memorandum requests that the council authorize you to execute an agreement with Coxwell & Associates LLC to provide funds and resources for litter and debris removal on the High Street corridor.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(Martin, Horhn)
DATE September 16, 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Order authorizes Mayor execute agreement with Coxwell & Associates
2.	**Purpose**	Improve aesthetic appearance of High Street by litter and debris removal
3.	**Who will be affected**	Coxwell & Associates, City of Jackson, residents and businesses within City of Jackson, motorists, and parties contracted to perform work
4.	**Benefits**	Improves appearance of corridor located within the City and ensures cleanliness of High Street
5.	**Schedule (beginning date)**	Upon Council approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	High Street
7.	**Action implemented by:** ▪ **City Department** ▪ **Consultant**	Office City Attorney
8.	**COST**	No cost to City for litter and debris removal. Cost may be incurred if the City installs signage acknowledging Coxwell & Associates contribution
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Not applicable for litter and debris removal.
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A X AABE ____ % WAIVER yes ___ no ___ N/A X WBE ____ % WAIVER yes ___ no ___ N/A X HBE ____ % WAIVER yes ___ no ___ N/A X NABE ____ % WAIVER yes ___ no ___ N/A X

Revised 2-04

AGREEMENT FOR MAINTENANCE OF THE HIGH STREET CORRIDOR

This agreement is made and entered into between the City of Jackson, Mississippi, (CITY) a municipal corporation and *Coxwell & Associates, PLLC* of Jackson, Mississippi acting by and through its managing partner -Merrida Coxwell.

WHEREAS, the *City* has an interest in ensuring that debris and litter do not accumulate on or near the vicinity of High Street; and

WHEREAS, *Coxwell & Associates, PLLC* recognizes that budgetary concerns and limited resources may impact the City's ability to address debris and litter on all of its thoroughfares; and

WHEREAS, *Coxwell & Associates, PLLC* is willing to assist with removing debris and litter from High Street or contracting with person(s) to have debris and litter removed from High Street at its expense; and

WHEREAS, the parties have reached an agreement regarding the improvements which is set forth as follows:

Responsibilities of City of Jackson

1. The City authorizes Coxwell & Associates to enter upon High Street and its right of way and easements for the purpose of removing litter and debris.

2. The City retains the right to perform necessary maintenance and construction within the limits desired to meet traffic needs. The right includes the right to remove without compensation any landscaping, plantings, and improvements placed by the City or any persons with whom it subcontracts if not sufficiently maintained, if dictated by safety concerns, or to accommodate future design changes and or access needs for the thoroughfare.

3. The City reserves the right to approve all permits for ingress and egress and other uses of the rights-of-way.

4. The City acknowledges that *Coxwell & Associates* may subcontract with other persons or entities to remove debris or litter from the High Street thoroughfare.

5. The City of Jackson *may* install signage along the High Street Corridor acknowledging the contribution of Coxwell & Associates but is not obligated to install the signage. If signage is installed, the City of Jackson will be responsible for expenses associated with the installation of the signage.

Responsibilities of Coxwell & Associates

6.. Coxwell & Associates will provide the necessary funding, equipment, and labor for removing debris and litter from the High Street Corridor.

7. Coxwell & Associates shall furnish to the City of Jackson a policy of liability insurance which covers injuries, damage to property, or vehicles which may arise out of its activities. Coxwell & Associates will indemnify and hold harmless the City of Jackson from damages to property or persons arising out of the activities contemplated by this agreement.

8. If Coxwell & Associates contracts with a third party to perform debris and litter removal, then, Coxwell & Associates will ensure that the liability insurance coverage and indemnification requirements of this agreement include the third party's activities.

9. Coxwell & Associates recognizes and agrees that the City has the exclusive right to control, use, license, grant, or refuse to grant ingress, egress, or other use of the High Street corridor.

10. Coxwell & Associates recognizes that permission to enter and remove debris and litter from the High Street Corridor is the only right conferred by this agreement.

11. Coxwell & Associates agrees to review and approve signage which may be installed by the City of Jackson acknowledging its contribution to maintaining High Street free of litter and debris.

Relationship of the Parties

12. The City and *Coxwell & Associates* agree that neither will hold itself out as, or claim to be, an agent, officer, or employee of the other by reason hereof. Neither party will make any claim, demand, or application for any right or privilege applicable to an officer or employee of the other, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

13. No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to any person or entity not a signatory hereto.

14. The City and all of their agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this Agreement except those specifically stated herein. Coxwell & Associates has no authority to select, control, or direct employees of the City or any of its contractors or subcontractors.

15. The City and its agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this Agreement except as specifically stated herein, and have no authority to select, employ, supervise, or control any employee or official of *Coxwell & Associates* or its subcontractors.

16. The City will not be a party to any contract or subcontract entered into by *Coxwell & Associates.*

17. No employee of *Coxwell & Associates* or a subcontractor hired by it will be deemed to be an employee of the City.

Term of Agreement

The term of this agreement shall commence upon the date of attestation for the signature of the Mayor of the City of Jackson and shall remain in effect for a period of two (2) years.

The agreement may be renewed for additional two (2) year terms following the initial term upon mutual written agreement of the parties, subject to prior approval of the governing authority.

General Provisions

1. Amendment. No modification of this agreement shall be binding unless such modification is in writing and signed by all parties.

2. Termination. This agreement shall be subject to termination at any time upon thirty (30) days written notice by either party.

3. Entirety of Agreement. This agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

4. Severability. Should any portion of this agreement be judicially determined to be illegal or unenforceable, the remainder of the agreement shall continue in full force and effect. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

5. All contracts and subcontracts shall include a provision for compliance with the Mississippi Employment Protection Act, codified at Section 71-11-3. Under this Act,

every contractor or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform Act of 1986, Pub. L. 99-603, 100 Stat.3359, as amended.

Now therefore, in consideration of the mutual covenants and agreements reached, the City and *Coxwell & Associates* consent to be bound, and the parties signing represent that they have received appropriate authority to enter into the terms of this agreement:

Coxwell & Associates

By:_____
Title: Managing Partner

City of Jackson

By:_____
Title: Mayor of City of Jackson
Attested:_____
Date attested:_____

COXWELL & ASSOCIATES, PLLC

User Actions

View Filed Documents Opt-in or Opt-out of Email updates Print Business Details

Name History

Name	Name Type
COXWELL & ASSOCIATES, PLLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	658534
Status:	Good Standing
Effective Date:	07/08/1998
State of Incorporation:	Mississippi
Principal Office Address:	

Registered Agent

Name
MERRIDA P COXWELL JR
500 N. State Street
Jackson, MS 39201

Officers & Directors

Name	Title
Merrida P Coxwell Jr 500 NORTH STATE STREET JACKSON, MS 39201	