REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
October 20, 2026
AGENDA
6:00 PM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **PASTOR ZACH BEASLEY OF PRATT MEMORIAL UNITED METHODIST 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. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT (48)-MONTH RENTAL AGREEMENT WITH RJ YOUNG COMPANY FOR AN IMAGE FORCE C3100 PRINTER TO BE USED BY THE DEPARTMENT OF ADMINISTRATION, FINANCE DIVISION. (CALDWELL, HORHN)**
4. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT (48)-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS, INC., FOR A KONICA MINOLTA BIZHUB C451i DIGITAL COLOR COPIER/PRINTER TO BE USED BY THE JACKSON FIRE DEPARTMENT, ADMINISTRATION DIVISION. (THOMAS, HORHN)**
5. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT (48)- MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS, INC. FOR A BIZHUB C651i COPIER TO BE USED BY THE DEPARTMENT OF MUNICIPAL CLERK. (HARRIS, HORHN)**

6. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS, INC. FOR A KONICA MINOLTA BIZHUB C751i DIGITAL COLOR SYSTEM TO BE USED BY THE ENGINEERING DIVISION OF THE DEPARTMENT OF PUBLIC WORKS. (ANDERSON, HORHN)**

7. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO COMMENCEMENT AGREEMENT WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS TO AMEND THE AGREEMENT TO MODIFY THE EQUIPMENT, INCREASE THE RENT, AND TO MODIFY LICENSEE'S NOTICE ADDRESS FOR THE TOWER LOCATED AT SITE #24 LERIDA / JACKSON 2 WOODROW 810 LERIDA COURT. (SLATER, HORHN)**

8. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FOURTH AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS, TO AMEND THE EQUIPMENT LOCATED AT TOWER SITE #25 / BEASLEY RD / JSN NORTH STATE ST, 235 BEASLEY RD AND TO MODIFY THE LICENSEE'S NOTICE ADDRESS. (SLATER, HORHN)**

9. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FIFTH AMENDMENT TO MASTER AGREEMENT (GROUND LICENSE AGREEMENT AND ANTENNA SITE LICENSE AGREEMENT) WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS, TO AMEND THE AGREEMENT TO MODIFY THE EQUIPMENT, TO INCREASE THE RENT, AND TO MODIFY THE LICENSEE'S NOTICE ADDRESS LOCATED AT TOWER SITE #26 / KURT'S GYM / JSN JACKSON ZOO, 80 OUTER CIRCLE DRIVE. (SLATER, HORHN)**

10. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FIFTH AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS TO MODIFY THE EQUIPMENT LOCATED, INCREASE THE RENT, EXTEND THE TERM, AND MODIFY LICENSEE'S NOTICE ADDRESS PROVISION AT TOWER SITE #4 / FIRE STATION 7, 104 W. NORTHSIDE DRIVE. (SLATER, HORHN)**

11. **ORDER ACCEPTING CLAIM SETTLEMENT PAYMENT OF $520,773.48 FROM LORDS OF LONDON INSURANCE COMPANY, ET.AL. FOR PROPERTY DAMAGE AND $96,622.56 FOR CONTENTS/TOOLS DAMAGE FOR JACKSON FIRE DEPARTMENT MAINTENANCE GARAGE LOCATED AT 303 OAKDALE STREET. (D.MARTIN, HORHN)**

12. **APPROVAL OF THE SEPTEMBER 25, 2026 SPECIAL CITY COUNCIL MEETING MINUTES. (S. JORDAN, HARTLEY)**

13. **APPROVAL OF THE OCTOBER 6, 2026 REGULAR CITY COUNCIL MEETING MINUTES. (S. JORDAN, HARTLEY)**

INTRODUCTION OF ORDINANCES

14. **ORDINANCE ESTABLISHING A LEISURE AND RECREATION DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY**

OF JACKSON, MISSISSIPPI AT 4465 I-55 NORTH, WHICH IS THE LOCATION OF BANNER HALL, AND DESIGNATING THE GEOGRAPHIC AREAS INCLUDED WITHIN AND BOUNDARIES OF SAID DISTRICT, AND FOR RELATED PURPOSES. (BROWN, HORHN)

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

16. **AN ORDINANCE OF THE JACKSON CITY COUNCIL AMENDING CHAPTER 26, ARTICLE XIII OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI, REGARDING THE REGISTRATION AND MAINTENANCE OF VACANT BUILDINGS; ESTABLISHING THE CITY OF JACKSON VACANT PROPERTY LEXAN BLIGHT REDUCTION PROGRAM; REQUIRING CERTAIN VACANT BUILDINGS TO BE SECURED WITH ONE-HALF-INCH TRANSPARENT IMPACT-RESISTANT POLYCARBONATE MATERIAL; PROHIBITING THE USE OF PLYWOOD AS A CONTINUING METHOD OF SECURING VACANT BUILDINGS; ESTABLISHING MINIMUM MAINTENANCE, INSPECTION, COMPLIANCE, AND ENFORCEMENT REQUIREMENTS; AND FOR RELATED PURPOSES. (GRIZZELL)**

REGULAR AGENDA

17. **CLAIMS (CALDWELL, HORHN)**

18. **PAYROLL (CALDWELL, HORHN)**

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

20. **ORDER ACCEPTING THE PROPOSAL FROM J.P. MORGAN CHASE BANK, N.A., TO PROVIDE LEASE-PURCHASE FINANCING FOR VEHICLES AND EQUIPMENT, AND AUTHORIZING THE MAYOR TO EXECUTE THE MASTER LEASE-PURCHASE AGREEMENT, THE ESCROW AGREEMENT, AND ALL OTHER DOCUMENTS NECESSARY TO FUND THE 2026 LEASE-PURCHASE TRANSACTION. (CALDWELL, HORHN)**

21. **ORDER AUTHORIZING THE MAYOR AND MUNICIPAL OFFICIALS TO EXECUTE THE 2026 MUNICIPAL COMPLIANCE QUESTIONNAIRE FORM REQUIRED BY THE OFFICE OF THE STATE AUDITOR FOR THE STATE OF MISSISSIPPI. (CALDWELL, HORHN)**

22. **ORDER AUTHORIZING THE PETTY CASH FUND FOR THE DEPARTMENT OF ADMINISTRATION FOR THE FISCAL YEAR 2026-2027. (CALDWELL, HORHN)**

23. **ORDER AMENDING THE OCTOBER 6, 2026 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, TO RATIFY AND**

AUTHORIZE PAYMENT OF EVENT-RELATED EXPENSES IN AN AMOUNT NOT TO EXCEED $2,307.60. (LOTT, HORHN)

24. **ORDER AUTHORIZING THE PETTY CASH FUND FOR THE DEPARTMENT OF MUNICIPAL CLERK FOR FISCAL YEAR 2026-2027. (HARRIS, HORHN)**

25. **ORDER AUTHORIZING THE MAYOR TO ACCEPT AND EXECUTE A VOLUNTARY GRANT REDUCTION WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS IN AN AMOUNT NOT TO EXCEED $2,065,754.92. (BROWN, HORHN)**

26. **ORDER RATIFYING THE PROCUREMENT OF PRODUCE USED TO FEED ANIMALS LOCATED AT THE JACKSON ZOOLOGICAL PARK FROM ROBERTSON PRODUCE OF MISSISSIPPI, LLC AND AUTHORIZING PAYMENT FOR THE PRODUCE. (STIMLEY, HORHN)**

27. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND RELATED DOCUMENTS WITH CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT AREA AGENCY ON AGING ("CMPDD") TO ACCEPT GRANT FUNDS TO SUPPORT CONGREGATE MEALS, HOME-DELIVERED MEALS, TRANSPORTATION, AND OUTREACH PROGRAMS OF THE CITY OF JACKSON AND AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS. (STIMLEY, HORHN)**

28. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE NEGRO IN MISSISSIPPI HISTORICAL SOCIETY UNLIMITED FOR A COLLABORATIVE PARTNERSHIP WITH SMITH ROBERTSON MUSEUM AND CULTURAL CENTER. (STIMLEY, HORHN)**

29. **ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE THE FOURTH ADDENDUM WITH LITECLOUD, INC. FOR ONE MONTH UNTIL NOVEMBER 01, 2026, TO CONTINUE INTERNET SERVICES AND AUTHORIZE PAYMENT. (SLATER, HORHN)**

30. **ORDER RATIFYING THE CITY'S RECEIPT AND USE TO DATE OF TIMEKEEPING SUBSCRIPTION AND SUPPORT SERVICES PROVIDED BY UKG KRONOS SYSTEMS LLC AND AUTHORIZING PAYMENT OF INVOICES 110010067796 AND l10010069560 IN THE TOTAL AMOUNT OF $149,061.40. (SLATER, HORHN)**

31. **ORDER RATIFYING EMERGENCY PROCUREMENT OF CERTAIN SOFTWARE AND A RENEWAL FROM METRIX SOLUTIONS, LLC NEEDED TO RESTORE THE CITY'S MUNIS ERP SYSTEM. (SLATER, HORHN)**

32. **ORDER AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION FOR THE U. S. DEPARTMENT OF JUSTICE (DOJ), OFFICE OF JUSTICE PROGRAMS (OJP) BUREAU OF JUSTICE FISCAL YEAR 2023 PROJECT SAFE NEIGHBORHOODS IN THE AMOUNT OF $33,1790, AND, IF AWARDED, AUTHORIZING THE MAYOR TO ACCEPT THE GRANT AND TO EXECUTE THE AGREEMENT AND**

ALL RELATED DOCUMENTS. (BRACKNEY, HORHN)

33. **ORDER AUTHORIZING THE JACKSON POLICE DEPARTMENT TO PARTICIPATE IN LAW ENFORCEMENT COORDINATION WITH MERIT HEALTH CENTRAL REGARDING ITS RADIOACTIVE MATERIALS SECURITY PLAN. (BRACKNEY, HORHN)**

34. **ORDER AUTHORIZING THE MAYOR TO PURCHASE, UNDER MASTER AGREEMENT, STATE CONTRACT NO. 8200060945, WITH ROSENBAUER SOUTH DAKOTA, LLC, TRUCKS, INC., FIRE TRUCKS AND FIRE APPARATUS FOR THE JACKSON FIRE DEPARTMENT, INCLUDING FIVE ROSENBAUER BOSS 1 PUMPERS FIRE APPARATUS AND TWO ROSENBAUER KING COBRA TRUCKS, IN AN AMOUNT NOT TO EXCEED $9,612,416.00. (THOMAS, HORHN)**

35. **ORDER REVISING THE CITY OF JACKSON FIRE DEPARTMENT'S FEE SCHEDULE. (THOMAS, HORHN)**

36. **ORDER AUTHORIZING THE SOLID WASTE DIVISION OF THE DEPARTMENT OF PUBLIC WORKS TO SUBMIT A GRANT APPLICATION TO THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR FUNDING THE CITY'S WASTE TIRE RECYCLING PROGRAM. (ANDERSON, HORHN)**

37. **ORDER ACCEPTING THE BID OF STRIBLING EQUIPMENT, LLC FOR A CRAWLER DOZER FOR USE AT THE CITY OF JACKSON RUBBISH FACILITY (BID NO. 76585-060926). (ANDERSON, HORHN)**

38. **ORDER AUTHORIZING THE EXECUTION OF SEVEN (7) COMMERCIAL SERVICES AGREEMENTS WITH INTEGRATED PEST CONTROL MAINTENANCE, LLC TO PROVIDE PEST CONTROL SERVICES AT SEVEN (7) FACILITIES MANAGED BY THE DEPARTMENT OF PUBLIC WORKS FOR THE 2027 FISCAL YEAR. (ANDERSON, HORHN)**

39. **ORDER AUTHORIZING THE MAYOR TO EXECUTE TASK ORDER NO. 4 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH INTEGRATED MANAGEMENT SERVICES, INC. FOR THE WESTBROOK ROAD BRIDGE REPLACEMENT PROJECT UNDER THE INFRASTRUCTURE MODERNIZATION PROGRAM. (ANDERSON, HORHN)**

40. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH WORD OF LIFE CHRISTIAN FELLOWSHIP, INC., PROVIDING FOR THE CARE AND MAINTENANCE OF PITTMAN PARK AND THE ADMINISTRATION OF PARK AND PAVILION RESERVATIONS, AT NO COST TO THE CITY. (ANDERSON, HORHN)**

41. **ORDER AUTHORIZING THE MAYOR TO ACCEPT THE FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "CITY OF JACKSON, MISSISSIPPI V. KIA AMERICA, INC., ET AL." IN THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA; CIVIL ACTION NO.: 8:25-CV-00798. (D.MARTIN, HORHN)**

42. **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL LEGAL CLAIMS AGAINST THE CITY OF JACKSON BY FAIRCLOTH DEMOLITION, INC. (D.MARTIN, HORHN)**

DISCUSSION

43. **DISCUSSION: DIWALI CELEBRATION (GRIZZELL)**
44. **DISCUSSION: KRATOM (STOKES)**
45. **DISCUSSION: BRIDGES (BAILEY AVENUE, FORTIFICATION STREET, MAYES STREET, REVEREND P.J. WILLIAMS) (STOKES)**
46. **DISCUSSION: FIRE DEPARTMENT (CLAY)**
47. **DISCUSSION: VISIT JACKSON (PARKINSON)**
48. **DISCUSSION: VACUUM TRUCK (PARKINSON)**
49. **DISCUSSION: LEGAL MATTERS (D. MARTIN)**

PRESENTATION

PROCLAMATION

50. **PROCLAMATION RECOGNIZING OCTOBER AS DOMESTIC VIOLENCE AWARENESS MONTH. (HORHN)**

RESOLUTIONS

51. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, DECLARING OCTOBER AS BREAST CANCER AWARENESS MONTH IN THE CITY OF JACKSON, MISSISSIPPI.**
52. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, HONORING AND COMMENDING THE BAILEY APAC VOLLEYBALL TEAM FOR ITS OUTSTANDING DEDICATION, TEAMWORK, AND ATHLETIC EXCELLENCE. (PARKINSON)**

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

3

ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT (48)-MONTH RENTAL AGREEMENT WITH RJ YOUNG COMPANY FOR AN IMAGE FORCE C3100 PRINTER TO BE USED BY THE DEPARTMENT OF ADMINISTRATION, FINANCE DIVISION.

WHEREAS, the Finance Division's current copier agreement is nearing expiration, and it now intends to establish a 48-month rental agreement with RJ Young Company. Such an agreement will commence on December 1, 2026, for an imageFORCE C3100 printer. The equipment shall be installed at the Department of Administration, Finance Division, with a monthly rental fee of $230.00; and

WHEREAS, RJ Young Company, with its principal office at 730 Freeland Station Rd., Nashville, TN 372287, offers, through state contract 8200085483, an imageFORCE C3100 Printer with maintenance, including the imageForce C3135 Speed License, Cabinet Type-Y, Inner Finisher-N1, Inner 2/3 Punch, fax, and auxiliary equipment, for $230.00/month. All pages are billed at $.0112 per black/white and $.062 per color, covering parts, labor, drums, developer, and toner; and

WHEREAS, the Department of Administration recommends the execution of this contract for which the cost is considered the lowest available market rate; and

WHEREAS, Section 31-7-13(m)(i) of the Mississippi Code of 1972, as amended, provides that purchasing agreements, contracts, and maximum price regulations executed or approved by the Department of Finance and Administration (DFA) are excepted from bid requirements; and

WHEREAS, DFA entered into State Contract No. 8200085483 for the benefit of all state agencies, boards, commissions, departments, institutions, counties, municipalities, school districts, and other political subdivisions of the State of Mississippi. The entities are authorized to purchase from this contract in accordance with Miss. Code Ann. §§ 31-7-1, et seq., and the Mississippi Procurement Manual; and

WHEREAS, State Contract No. 8200085483 provides that all rentals will be governed by the terms and conditions of the Generic Rental Agreement for use by Mississippi departments and vendors. Attached hereto is the Generic Rental Agreement between the City of Jackson and Advantage Business Systems, Inc., which is incorporated herein by reference.

IT IS HEREBY ORDERED that the Mayor is authorized to execute the Rental Agreement and related documents with RJ Young Company to rent an imageFORCE C3100 Printer with maintenance, including imageForce C3135 Speed License, Cabinet Type-Y, Inner Finisher-N1, Inner 2/3 Punch, fax, and auxiliary equipment, for 48 months (12/1/2026 – 11/30/2030) at $230.00/month. All pages are billed at $.0112 per black-and-white page and $.062 per color page, covering parts, labor, drums, developer, and toner.

IT IS FURTHER ORDERED that payment for said rental be made from the General Fund.

Agenda Item # 3
October 20, 2026
(Caldwell, Horhn)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 9, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT (48)-MONTH RENTAL AGREEMENT WITH RJ YOUNG COMPANY FOR AN IMAGE FORCE C3100 PRINTER TO BE USED BY THE DEPARTMENT OF ADMINISTRATION, FINANCE DIVISION.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life
3.	**Who will be affected**	Department of Administration
4.	**Benefits**	Finance Division
5.	**Schedule (beginning date)**	After Council Approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	CITY WIDE
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	City Department-Administration
8.	**COST**	$230.00 per month, $ $.0112 per b/w and $0.062 per color page
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	General Fund 001.41110.65414
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
10/9/2024

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT (48)-MONTH RENTAL AGREEMENT WITH RJ YOUNG COMPANY FOR AN IMAGE FORCE C3100 PRINTER TO BE USED BY THE DEPARTMENT OF ADMINISTRATION, FINANCE DIVISION** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
Sondra Moncure, *Special Assistant*

10/9/2024
Date

Revised Date: February 2017

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

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

1. CUSTOMER ACCOUNT ESTABLISHMENT:

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

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

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

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

DRAFT

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

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

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

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

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

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

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

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

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

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

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

8. PAYMENTS:

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

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

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

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

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

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

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

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

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

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

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

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

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS AND SUPPLIES:

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

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

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

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

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

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For the Vendor:	**For the Customer:**
Russell Bain Sales Manager 2030 NW Progress Parkway Jackson, MS 39213	Jasmine Coleman Administration 200 S President St. Jackson, MS 39201

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness my signature this the 9th day of October, 2026.

Vendor: **RJ Young Company**

By: _____

Authorized Signature

Printed Name: **Russell Bain**

Title: **Major Accounts**

Witness my signature this the ___ day of _____, 20___

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Customer: **City of Jackson**

By: _____

Authorized Signature

Printed Name: **Mayor John Horn**

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: **8200085483**

Vendor Company Name: **RJ Young Company**

Customer Agency Name: **City of Jackson – Administration**

Bill to Address: **200 S President St. Jackson, MS 39201**

Ship to Address: **200 S President St. Jackson, MS 39201 - Finance**

Description of Equipment, Software, or Services — Price

Item Number	Quantity	Description	Unit Price	Total
7215C003AA	1	imageFORCE C3100	$109.00	$99.00
7251C003AA	1	imageFORCE C3135 Speed License	$88.00	$77.00
7620C001AA	1	Cabinet Type-Y	$3.00	$3.00
6602C002AA	1	Inner Finisher - N1	$24.00	$21.00
4002C002AA	1	Inner 2/3 Punch	$15.00	$15.00
6720C001AA	1	Fax	$18.00	$15.00
			Per Month	**$230.00**

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Maintenance Agreement:
All BW Impressions billed at $.0112 All Color impression billed at $.062
Includes Parts, Labor, Drums, Developer, and Toner

Delivery Schedule and Installation Date:

Rental Term: **48 Months**
Start Date: **12/1/2026**
End Date: **11/30/2030**

Modifications:

Vendor Signature

Customer Signature

City of Jackson - Finance

Jasmine Coleman

RJYoung
Technology Solutions That Power Your Business

October 9, 2026

48 Month Rental

Item Number	Quantity	Description	Unit Price	Total
7215C003AA	1	imageFORCE C3100	$109.00	$99.00
7251C003AA	1	imageFORCE C3135 Speed License	$88.00	$77.00
7620C001AA	1	Cabinet Type-Y	$3.00	$3.00
6602C002AA	1	Inner Finisher - N1	$24.00	$21.00
4002C002AA	1	Inner 2/3 Punch	$15.00	$15.00
6720C001AA	1	Fax	$18.00	$15.00
			Per Month	**$230.00**
		Service will be billed on a per impression basis at $.0112 BW and $.062 Color. Includes all parts, labor, and toner.		

Anticipated Delivery Date: ASAP

RJ Young Company
2030 NW Progress Parkway
Jackson, MS 39213
www.rjyoung.com

Russell Bain
601-720-2166
russell.bain@rjyoung.com

R J YOUNG COMPANY DBA

User Actions

View Filed Documents Opt-in or Opt-out of Email updates Print Business Details

Name History

Name	Name Type
ROBERT J. YOUNG COMPANY, LLC	Legal
R J YOUNG COMPANY	Previous Fictitious Name

Business Information

Business Type:	Limited Liability Company
Business ID:	1093245
Status:	Good Standing
Effective Date:	05/19/2016
State of Incorporation:	TN
Principal Office Address:	730 Freeland Station Road Nashville, TN 37228

Registered Agent

Name
C T CORPORATION SYSTEM
8927 Lorraine Rd. Suite 204-A
Gulfport , MS 39503

Officers & Directors

Name	Title
AJ Baggott P.O. Box 280358 Nashville, TN 37228	Manager
John Crunk Jr 730 Freeland Station Road	

Docusign Envelope ID: CC45674D-18C0-4EA6-B3F1-264002AC4FE4

STATE OF MISSISSIPPI
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

STATE CONTRACT AGREEMENT

CONTRACTOR: Lexmark International, Inc.

STATE CONTRACT #: 8200085483

SUPPLIER #: 31000034028

SMART CONTRACT #: 1130-26-C-SWCT-00199

COMMODITIES COVERED: Copiers - Purchase and Rental
Printers-Purchase ONLY

EFFECTIVE: May 1, 2026 through April 30, 2027

This State Contract Agreement is made this 20th day of April 2026, between the Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management for the State of Mississippi (hereinafter the "State") and Lexmark, International, Inc. One Lexmark Centre Drive 740 West New Circle Road Lexington, KY 40550 (hereinafter the "Contractor").

SCOPE: The Contractor agrees to furnish the State its normal requirements of copiers/printers - purchase and rental on a nonexclusive basis for a period of twelve (12) months beginning May 1, 2026 and ending April 30, 2027, in accordance with all requirements in the *State of Mississippi Proposal Format and Guidelines For Copiers-Purchase and Rental/Printers- Purchase ONLY* and the Contractor's Proposal submitted on February 17, 2026.

Computer Printers are allowed on contract as well as copiers with speeds up to 150 CPM. Please note, this is a price agreement contract wherein the agencies and governing authorities will be authorized to purchase and/or rent at or below the prices set forth in the contract.

All rentals will be covered by the terms and conditions of the Generic Rental Agreement for use by Mississippi Departments and Vendors (revised February 2017).

All purchases will be covered by the vendor's standard terms and conditions, provided, however, that should any part or parts of the standard terms and conditions be in conflict with the laws and/or written policies of the State of Mississippi, that part or parts of the standard terms and conditions shall become void and shall be excluded from any and all transactions. If this provision is not acceptable, please notify us in writing within five working days. If we receive such notification, the contract will not become effective as stated herein. The below information on multi-functional devices and networking copiers/printers is also considered to be a part of this agreement.

Multi-Functional Devices and Networking Copiers and Printers
In the past, a copier was clearly a copier and a computer printer was clearly a computer printer. However, as technology advances, the line of distinction has become not so clear. Because of this "twilight zone," Information Technology Services (ITS) and the Office of Purchasing and Travel (OPT) have set forth the following policy guideline: If a machine can be used as a walk-up copier and published product literature indicates that one of its primary functions is copying documents, then that machine can be included in the OPT Copier Contract. It is intended that this policy will allow copiers with computer interface, facsimile and digitizing features to be placed on the OPT contract. In addition, it is intended that this policy will allow equipment commonly called "multi-functional" to also be included in the OPT contract.

ITS will continue to manage purchasing for their established classes of computer and communications peripherals. In situations where a state agency or institution under ITS purview intends to use the machine interfaced with a computer or in a network configuration primarily in a traditional information systems application

capacity, and the total amount of the purchase/rental exceeds $250,000, the agency or institution must first contact ITS through the formal procurement exemption request process. In the request, the agency or institution may express a desire to use the OPT state contract to fulfill its technical needs. ITS will work with the requesting entity toward reaching a consensus as to technical appropriateness of equipment from the OPT contract in each given case. ITS will approve the exemption request if appropriate. If ITS does not concur with the exemption, then the project will be handled through standard ITS policies and procedures in lieu of the OPT state contract. If the total amount of the purchase/rental does not exceed $250,000, ITS approval is no longer required. "Total amount of the purchase" shall mean the cost of the copier and all attachments. "Total amount of the rental" shall mean the monthly cost of the copier and all attachments multiplied by the term of the rental agreement.

AUTHORIZED PURCHASERS: The State, as referred to herein, enters into this State Contract Agreement for the benefit of all state agencies, boards, commissions, departments, institutions, counties, municipalities, school districts and other political subdivisions of the State of Mississippi. These entities are authorized to purchase from this Contract in accordance with Miss. Code Ann. §§ 31-7-1, et seq., and the *Mississippi Procurement Manual*.

Purchase Orders prepared by these authorized purchasers shall include this State Contract Agreement Number referenced above.

PRICE GUARANTEE: The prices established herein shall prevail for the term of this Agreement, except in the event of a general market decline in prices of such commodities at any time during the period of this Contract, the Contractor agrees that the State of Mississippi shall receive full benefit of such decline.

The State Bureau of Financial Control shall not approve any account nor order and direct payment of any account for the purchase of any commodity covered by this Contract when the purchase price is in excess of the maximum price fixed in this Agreement.

PRICE DATA: The Contractor has furnished a price list for the new period for authorized purchasers. The State agrees to notify all authorized purchasers of the existence of this Contract and to give the specific instructions relative to the procedures to be followed in making purchases under the provisions hereof.

Entities making purchases over $50,000 may consider obtaining two competitive quotes from the authorized dealers' list on this manufacturer's contract. If this manufacturer does not have a dealers' list, the manufacturer should be prepared to submit a quote.

PAYMENT: Payment for commodities or equipment purchased under the provisions of this Contract shall be made to the Contractor or to the authorized dealer making delivery in accordance with Miss. Code Ann. §§ 31-7-301, et seq. (as amended). Such payment is to be made only upon receipt, by the authorized purchaser, of properly certified invoices, which are priced strictly in accordance with the pricing provisions of this Contract.

QUANTITY TO BE PURCHASED: It is understood and agreed that the Contractor is entering into this Agreement as a multiple source of supply without any guarantee from the State as to the quantity of the items covered by this Contract that might be ordered during the specified period.

TRANSPORTATION TERMS: All freight and shipping costs are the responsibility of the Vendor and are not reimbursable. All items must be transported F.O.B. Destination.

INDEMNIFICATION: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim,

suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

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

CANCELLATION: It is agreed that either party may cancel this Agreement by giving thirty (30) days written notice prior to the effective date of cancellation. Contractor is advised that cancellation of this Agreement by the Contractor may result in disqualification from the awarding of future contracts with the State.

TAXES: No Federal Excise Tax or Mississippi Sales Tax will be added to or otherwise included in the prices submitted by the Contractor. The Contractor understands and agrees that the State and its authorized purchasers exempt from the payment of taxes.

PRECEDENCE: This Contract consists of this Agreement, the Proposal Format and Guidelines referenced herein above, and the Contractor's Proposal. Any ambiguities, conflicts, or questions of interpretation of this Contract shall be resolved by first reference to this Agreement and, if still unresolved, by reference to the Proposal Format and Guidelines, and, if still unresolved, by reference to the Contractor's Proposal.

ORDERING INFORMATION: Please place all orders under this agreement with an approved dealer/distributor from the attached list.

DEPARTMENT OF FINANCE AND ADMINISTRATION
FOR THE
STATE OF MISSISSIPPI

BY: _____

OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

DATE: 04/21/2026

THIS MUST BE SIGNED BY AN OFFICIAL
OF THE COMPANY

BY: Signed by: Chuck Butler _____

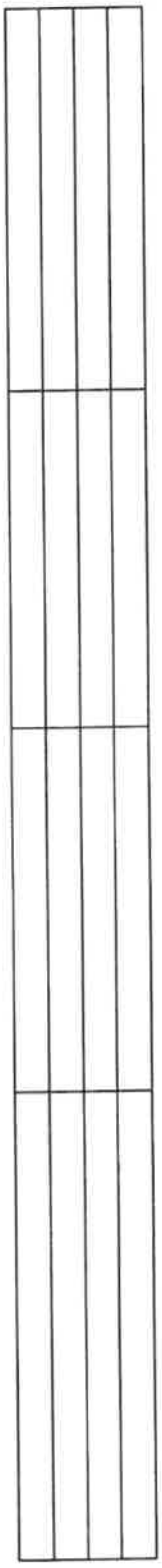
TITLE: CFO

DATE: 4/21/2026 | 9:55 AM EDT

Authorized Dealers/Distribu

Manufacturers Name	Lexmark International Inc.
Contract Name	Copiers
Contract Term	5/1/2026-4/30/2027

Dealer/Distributor's Name	Contact Name	Address	City/State/Zip
RJ Young	Russell Bain	2030 NW Progress Pkwy	Jackson, MS 39213
Toshiba America Business Solutions	Michael McQuaid	371 Highland Colony Pkwy.	Ridgeland, MS 39157
MCC Memphis	Brian Berry	4771 Summer Ave.	Memphis, TN 38122
MCC Mississippi	Brian Berry	114 W. Jackson St., Unit B	Ridgeland, MS 39157



4

ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT (48)-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS, INC., FOR A KONICA MINOLTA BIZHUB C451i DIGITAL COLOR COPIER/PRINTER TO BE USED BY THE JACKSON FIRE DEPARTMENT, ADMINISTRATION DIVISION.

WHEREAS, the Jackson Fire Department's current copier agreement is nearing expiration, and it now intends to establish a 48-month rental agreement with Advantage Business Systems, Inc. Such an agreement will commence on November 1, 2026, for a Konica Minolta Bizhub C451i Digital Copier/Printer. The equipment shall be installed at the Jackson Fire Department's Administration Division, with a monthly rental fee of $259.00; and

WHEREAS, Advantage Business Systems, Inc., with its principal office at 5442 Executive Place Jackson, MS 39206, provides through state contract 8200085487, a Konica Minolta Bizhub C451i Copier/Printer Digital with a maintenance program that includes all toner cartridges, other consumables except paper, all parts, drums, labor and service call, preventive maintenance procedures, unlimited on-site customer training and all black and white copies billed at $.0062 and all color billed at $.05; and

WHEREAS, the Jackson Fire Department recommends the execution of this contract for which the cost is considered the lowest available market rate; and

WHEREAS, Section 31-7-13(m)(i) of the Mississippi Code of 1972, as amended, provides that purchasing agreements, contracts, and maximum price regulations executed or approved by the Department of Finance and Administration (DFA) are excepted from bid requirements; and

WHEREAS, DFA entered into State Contract No. 8200073984 for the benefit of all state agencies, boards, commissions, departments, institutions, counties, municipalities, school districts, and other political subdivisions of the State of Mississippi. The entities are authorized to purchase from this contract in accordance with Miss. Code Ann. §§ 31-7-1, et seq., and the Mississippi Procurement Manual; and

WHEREAS, State Contract No. 8200085487 states that all rentals will be covered by the terms and conditions of the Generic Rental Agreement for use by Mississippi departments and vendors; attached hereto is the generic rental agreement between the City of Jackson and Advantage Business Systems, Inc., which is incorporated herein by reference.

IT IS HEREBY ORDERED that the Mayor is authorized to execute the Rental Agreement and related documents with Advantage Business Systems, Inc. starting November 1, 2026, for a 48-month lease of a Konica Minolta Bizhub C451i Copier/Printer. The monthly cost will be $259.00, with charges of $0.0062 per black-and-white page and $.05 per color page. This fee covers all toner, parts, drums, labor, service calls, and preventative maintenance.

IT IS FURTHER ORDERED that payment for said rental be made from the General Fund.

Agenda Item # 4
October 20, 2026
(Thomas, Horhn)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 7, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description**	Konica Minolta Bizhub C451i
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	3,5,7
3.	**Who will be affected**	Citizens of Jackson and the metro area
4.	**Benefits**	To enhance efficiency and work productivity
5.	**Schedule (beginning date)**	Delivery upon Council approval
6.	**Location:** ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Materials copied will be used throughout the City of Jackson and metro area.
7.	**Action implemented by:** ▪ City Department [x] ▪ Consultant [ ]	The Jackson Fire Department, Fire Administration Division
8.	**COST**	48 month rental @ $259.00.00 monthly (B/W @ $0.0062 per page & color @ $.05 per page based on single side and letter size image)
9.	**Source of Funding** ▪ General Fund [ ] ▪ Grant [ ] ▪ Bond [ ] ▪ Other [ ]	001441406514
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

THE CITY OF
JACKSON
MISSISSIPPI

JACKSON FIRE DEPARTMENT

MEMORANDUM

TO: John Horhn, Mayor

FROM: Rasean O. Thomas, Fire Chief

DATE: October 17, 2026

RE: **Request for Copier Rental**

The Fire Administration Division of the Jackson Fire Department copier contract is about to expire on their current copier; therefore, we are requesting an upgrade of the current machine. This upgrade will be both cost efficient and work productive in this division. We have decided to use Advantage Business Systems who has provided us with most the affordable price. The lease option is 48-months @ $259.00 per month which includes the upgrade to Bizhub C451i Copier/Printer. Maintenance support covers all labor, parts, toner, developer & drums, @ $0.0062 per b/w page & $.05 per color page.

Your approval is requested and if you have questions, please let us know.

Attachments

RT/ae

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT (48)-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS, INC., FOR A KONICA MINOLTA BIZHUB C451i DIGITAL COLOR COPIER/PRINTER TO BE USED BY THE JACKSON FIRE DEPARTMENT, ADMINISTRATION DIVISION** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*

10/8/20

Date

10/8/2026

Revised Date: February 2017

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

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

1. CUSTOMER ACCOUNT ESTABLISHMENT:

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

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

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

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

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

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

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

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

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

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

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

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

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

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

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

8. PAYMENTS:

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

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

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

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

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

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

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

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

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

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

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

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

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

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

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

City of

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

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

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

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For the Vendor:
Advantage Business Systems
Name Donna May
Title Account Manager
Address 5442 Executive Place
City, State, & Zip Code Jackson, MS 39206

For the Customer:
City of Jackson Fire Department -Administration
Name Audrey Evans
Title Fiscal Officer
Address 555 S. West St
City, State, & Zip Code Jackson, MS 39201

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised Date: February 2017

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200085487

Vendor Company Name: Advantage Business Systems

Customer Agency Name: City of Jackson Fire Department -Administration

Bill to Address: 555 S. West St, Jackson, MS 39201

Ship to Address: SAME

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Description of Equipment, Software or Services	Price
Bizhub C451i	$259.00
PC417 Drawer	
FK514 Fax	
FS539 + RU 513 Finisher	

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 48 months
Start Date: November 1, 2026
End Date: November 1, 2030

Modifications: Maintenance billed monthly @ $ .0062 for all b/w and $.05 for all color copies

Vendor Signature

Customer Signature

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

Witness my signature this the 17th day of September, 2026.

Vendor: Ad vantage Business Systems

By: Donna May
Authorized Signature

Printed Name: Do nna May

Title: Acco unt Manager

WITNESS:

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Witness my signature this the _____ day of _____, 20____.

Customer: City of Jackson

By: _____
Authorized Signature

Printed Name: John Horhn

Title: Mayor

WITNESS:

Docusign Envelope ID: 2F1280DE-E1AA-406E-94A7-132050431D16

STATE OF MISSISSIPPI
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

STATE CONTRACT AGREEMENT

CONTRACTOR: Konica Minolta Business Solutions U.S.A., Inc.

STATE CONTRACT #: 8200085487

SUPPLIER #: 3100031233

SMART CONTRACT #: 1130-26-C-SWCT-00203

COMMODITIES COVERED: Copiers - Purchase and Rental
Printers-Purchase ONLY

EFFECTIVE: May 1, 2026 through April 30, 2027

This State Contract Agreement is made this 15th day of April 2026, between the Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management for the State of Mississippi (hereinafter the "State") and Konica Minolta Business Solutions, U.S.A., Inc., 1595 Spring Hill Road, Suite 410, Vienna, VA 22182 (hereinafter the "Contractor").

SCOPE: The Contractor agrees to furnish the State its normal requirements of copiers/printers - purchase and rental on a nonexclusive basis for a period of twelve (12) months beginning May 1, 2026, and ending April 30, 2027, in accordance with all requirements in the *State of Mississippi Proposal Format and Guidelines For Copiers-Purchase and Rental/Printers- Purchase ONLY* and the Contractor's Proposal submitted on February 13, 2026.

Computer Printers are allowed on contract as well as copiers with speeds up to 150 CPM. Please note, this is a price agreement contract wherein the agencies and governing authorities will be authorized to purchase and/or rent at or below the prices set forth in the contract.

All rentals will be covered by the terms and conditions of the Generic Rental Agreement for use by Mississippi Departments and Vendors (revised February 2017).

All purchases will be covered by the vendor's standard terms and conditions, provided, however, that should any part or parts of the standard terms and conditions conflict with the laws and/or written policies of the State of Mississippi, that part or parts of the standard terms and conditions shall become void and shall be excluded from any and all transactions. If this provision is not acceptable, please notify us in writing within five working days. If we receive such notification, the contract will not become effective as stated herein. The below information on multi-functional devices and networking copiers/printers is also considered to be a part of this agreement.

Multi-Functional Devices and Networking Copiers and Printers

In the past, a copier was clearly a copier and a computer printer was clearly a computer printer. However, as technology advances, the line of distinction has become not so clear. Because of this "twilight zone," Information Technology Services (ITS) and the Office of Purchasing and Travel (OPT) have set forth the following policy guideline: If a machine can be used as a walk-up copier and published product literature indicates that one of its primary functions is copying documents, then that machine can be included in the OPT Copier Contract. It is intended that this policy will allow copiers with computer interface, facsimile and digitizing features to be placed on the OPT contract. In addition, it is intended that this policy will allow equipment commonly called "multi-functional" to also be included in the OPT contract.

ITS will continue to manage purchasing for their established classes of computer and communications peripherals. In situations where a state agency or institution under ITS purview intends to use the machine

interfaced with a computer or in a network configuration primarily in a traditional information systems application capacity, and the total amount of the purchase/rental exceeds $250,000, the agency or institution must first contact ITS through the formal procurement exemption request process. In the request, the agency or institution may express a desire to use the OPT state contract to fulfill its technical needs. ITS will work with the requesting entity toward reaching a consensus as to technical appropriateness of equipment from the OPT contract in each given case. ITS will approve the exemption request if appropriate. If ITS does not concur with the exemption, then the project will be handled through standard ITS policies and procedures in lieu of the OPT state contract. If the total amount of the purchase/rental does not exceed $250,000, ITS approval is no longer required. "Total amount of the purchase" shall mean the cost of the copier and all attachments. "Total amount of the rental" shall mean the monthly cost of the copier and all attachments multiplied by the term of the rental agreement.

AUTHORIZED PURCHASERS: The State, as referred to herein, enters into this State Contract Agreement for the benefit of all state agencies, boards, commissions, departments, institutions, counties, municipalities, school districts and other political subdivisions of the State of Mississippi. These entities are authorized to purchase from this Contract in accordance with Miss. Code Ann. §§ 31-7-1, et seq., and the *Mississippi Procurement Manual*.

Purchase Orders prepared by these authorized purchasers shall include this State Contract Agreement Number referenced above.

PRICE GUARANTEE: The prices established herein shall prevail for the term of this Agreement, except in the event of a general market decline in prices of such commodities at any time during the period of this Contract, the Contractor agrees that the State of Mississippi shall receive full benefit of such decline.

The State Bureau of Financial Control shall not approve any account nor order and direct payment of any account for the purchase of any commodity covered by this Contract when the purchase price is in excess of the maximum price fixed in this Agreement.

PRICE DATA: The Contractor has furnished a price list for the new period for authorized purchasers. The State agrees to notify all authorized purchasers of the existence of this Contract and to give the specific instructions relative to the procedures to be followed in making purchases under the provisions hereof.

Entities making purchases over $75,000 may consider obtaining two competitive quotes from the authorized dealers' list on this manufacturer's contract. If this manufacturer does not have a dealers' list, the manufacturer should be prepared to submit a quote.

PAYMENT: Payment for commodities or equipment purchased under the provisions of this Contract shall be made to the Contractor or to the authorized dealer making delivery in accordance with Miss. Code Ann. §§ 31-7-301, et seq. (as amended). Such payment is to be made only upon receipt, by the authorized purchaser, of properly certified invoices, which are priced strictly in accordance with the pricing provisions of this Contract.

QUANTITY TO BE PURCHASED: It is understood and agreed that the Contractor is entering into this Agreement as a multiple source of supply without any guarantee from the State as to the quantity of the items covered by this Contract that might be ordered during the specified period.

TRANSPORTATION TERMS: All freight and shipping costs are the responsibility of the Vendor and are not reimbursable. All items must be transported F.O.B. Destination.

INDEMNIFICATION: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this

Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

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

CANCELLATION: It is agreed that either party may cancel this Agreement by giving thirty (30) days written notice prior to the effective date of cancellation. Contractor is advised that cancellation of this Agreement by the Contractor may result in disqualification from the awarding of future contracts with the State.

TAXES: No Federal Excise Tax or Mississippi Sales Tax will be added to or otherwise included in the prices submitted by the Contractor. The Contractor understands and agrees that the State and its authorized purchasers exempt from the payment of taxes.

PRECEDENCE: This Contract consists of this Agreement, the Proposal Format and Guidelines referenced herein above, and the Contractor's Proposal. Any ambiguities, conflicts, or questions of interpretation of this Contract shall be resolved by first reference to this Agreement and, if still unresolved, by reference to the Proposal Format and Guidelines, and, if still unresolved, by reference to the Contractor's Proposal.

ORDERING INFORMATION: Please place all orders under this agreement with an approved dealer/distributor from the attached list.

DEPARTMENT OF FINANCE AND ADMINISTRATION FOR THE STATE OF MISSISSIPPI	THIS MUST BE SIGNED BY AN OFFICIAL OF THE COMPANY
BY: _____	BY: _____ DocuSigned by: kristen Mckenna 8AA1BAB6FBE5488...
OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT	TITLE: VP, Government and Healthcare Contracts
DATE: 04/22/2026	DATE: 4/22/2026

User Actions

View Filed Documents Opt-in or Opt-out of Email updates Print Business Details

Name History

Name	Name Type
Advantage Business Systems, Inc.	Legal

Business Information

Business Type:	Profit Corporation
Business ID:	879560
Status:	Good Standing
Effective Date:	10/10/2005
State of Incorporation:	Mississippi
Principal Office Address:	5442 Executive Place Jackson, MS 39206

Registered Agent

Name
Day, J Scott
5442 Executive Place
Jackson, MS 39206

Officers & Directors

Name	Title
J Scott Day 5442 Executive Place Jackson, MS 39206	Incorporator
J. Scott Day 5442 Executive Place Jackson, MS 39206	

5

ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT (48)-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS, INC. FOR A BIZHUB C651i COPIER TO BE USED BY THE DEPARTMENT OF MUNICIPAL CLERK.

WHEREAS, the Department of Municipal Clerk's current copier agreement is nearing expiration, and it now intends to establish a 48-month rental agreement with Advantage Business Systems, Inc. The agreement will commence on November 10, 2026, for the Bizhub C651i printer. The equipment shall be installed at the Department of Municipal Clerk with a monthly rental fee of $481.00; and

WHEREAS, Advantage Business Systems, Inc., with its principal office at 5442 Executive Place, Jackson, MS 39205, offers, through state contract 8200085487, Konica Minolta Bizhub C651i Digital Color Copier System and Kodak S2060 Scanner with maintenance, including the PC417 drawer, FK514 fax, finisher and hole puncher for $481.00/month. All pages are billed at $.0085 per black/white and $.05 per color; and

WHEREAS, the Department of Municipal Clerk recommends the execution of this contract for which the cost is considered the lowest available market rate; and

WHEREAS, Section 31-7-13(m)(i) of the Mississippi Code of 1972, as amended, provides that purchasing agreements, contracts, and maximum price regulations executed or approved by the Department of Finance and Administration (DFA) are excepted from bid requirements; and

WHEREAS, DFA entered into state contract no. 8200085487 for the benefit of all state agencies, boards, commissions, departments, institutions, counties, municipalities, school districts, and other political subdivisions of the State of Mississippi. The entities are authorized to purchase from this contract in accordance with Miss. Code Ann. §§ 31-7-1, et seq., and the Mississippi Procurement Manual; and

WHEREAS, state contract no. 8200085487 provides that all rentals will be governed by the terms and conditions of the Generic Rental Agreement for use by Mississippi departments and vendors. Attached hereto is the Generic Rental Agreement between the City of Jackson and Advantage Business Systems, Inc., which is incorporated herein by reference.

IT IS HEREBY ORDERED that the Mayor is authorized to execute the Rental Agreement and related documents with Advantage Business Systems, Inc. to rent a Bizhub C651i Digital Color Copier System and a Kodak S2060 Scanner with maintenance, including the PC417 drawer, FK514 fax, finisher, and hole puncher for $481.00/month (11/10/2026 – 11/10/2030). All pages are billed at $.0085 per black/white and $.05 per color page.

IT IS FURTHER ORDERED that payment for said rental be made from the General Fund.

Agenda Item # 5
October 20, 2026
(Harris, Horhn)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 9, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item provides for the 48-month rental of the digital color copier and scanner for the Department of Municipal Clerk.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item allows for the Department of Municipal Clerk to produce the various types of documents required for this office to perform its intended functions.
3.	**Who will be affected**	City of Jackson Departments
4.	**Benefits**	
5.	**Schedule (beginning date)**	Upon approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	
☐ ☐ 7.	**Action implemented by:** ▪ **City Department** ▪ **Consultant**	Department of Municipal Clerk
8.	**COST**	$481.00 + copies ($.0085 for all b/w and &.05 for all color copies)
☐ ☐ ☐ ☐ 9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ▪ **Bond** ▪ **Other**	General Fund 001-428006514
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

M E M O R A N D U M

Department of Municipal Clerk
(601) 960-1035

To: Honorable Mayor John Horhn

From: Angela Harris, Municipal Clerk

Date: October 9, 2026

Re: Advantage Business Systems 2026 Copier Contract Renewal

Please find the attached agenda item to approve a 48-month copier and scanner rental agreement with Advantage Business Systems, located at 5442 Executive Place, Jackson, Mississippi. The Department of Municipal Clerk has reviewed the copiers available through the State of Mississippi's Contract and decided that the Konica Minolta's Bizhub c650i Digital Color Copier System with certain auxiliary equipment and the Kodak S2060 Scanner is best suited for continual and new usage within our department.

The Advantage Business Systems is the current supplier of the Konica Minolta Bizhub c650i that is equipped to provide the various types of document services needed.

The Advantage Business Systems will provide a 48-month rental/lease agreement of the Konica Minolta Bizhub c650i and Kodak s2060 through State Contract #8200056217 at a monthly cost of $481.00 which includes all parts, labor, toner, supplies and repair maintenance plus a per copy price of $.0085 for all black and white impressions and $.05 for all color impressions.

Please feel free to Angela Harris at (601) 960-1137 should you have any additional questions.

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
10/12/26

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT (48)-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS, INC. FOR A BIZHUB C651i COPIER TO BE USED BY THE DEPARTMENT OF MUNICIPAL CLERK** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*

10/12/26

Date

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

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

1. CUSTOMER ACCOUNT ESTABLISHMENT:

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

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

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

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

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

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

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

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

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

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

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

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

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

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

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

8. PAYMENTS:

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

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

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

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

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

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

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

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

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

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

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

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

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

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

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

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

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

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

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For the Vendor:
Advantage Business Systems
Name Donna May
Title Account Manager
Address 5442 Executive Place
City, State, & Zip Code Jackson, MS 39206

For the Customer:
City of Jackson Municipal Clerk
Name Angela Harris
Title Municipal Clerk
Address 219 S President St. 1st Floor
City, State, & Zip Code Jackson, MS 39201

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness my signature this the 8th day of October, 2026.

Vendor: Advantage Business Systems

By: Donna May
Authorized Signature

Printed Name: Donna May

Title: Account Manager

WITNESS:

_____

_____

DRAFT

Witness my signature this the _____ day of _____, 20____.

Customer: City of Jackson Municipal Clerk

By: _____
Authorized Signature

Printed Name: **John Horhn**

Title: Mayor

WITNESS:

_____

_____

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200055487

Vendor Company Name: Advantage Business Systems

Customer Agency Name: City of Jackson Municipal Clerk

Bill to Address: 219 S President St. 1st Floor, Jackson, MS 39201

Ship to Address: SAME

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Description of Equipment, Software, or Services	Price
Bizhub C651i	$321.00
PC417 Drawer	
FK514 Fax	
FS539 + RU 513 Finisher	$160.00
PK524 Punch	
Kodak S3060 Scanner	$481.00

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 48 months
Start Date: November 10, 2026
End Date: November 10, 2030

Modifications: Maintenance billed monthly for copier @ $ .0085 for all b/w and $.05 for all color copies

Maintenance included in scanner price.

Vendor Signature

Customer Signature

Docusign Envelope ID: 2F1280DE-E1AA-406E-94A7-132050431D16

STATE OF MISSISSIPPI
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

STATE CONTRACT AGREEMENT

CONTRACTOR: Konica Minolta Business Solutions U.S.A., Inc.

STATE CONTRACT #: 8200085487

SUPPLIER #: 3100031233

SMART CONTRACT #: 1130-26-C-SWCT-00203

COMMODITIES COVERED: Copiers - Purchase and Rental
Printers-Purchase ONLY

EFFECTIVE: May 1, 2026 through April 30, 2027

This State Contract Agreement is made this 15th day of April 2026, between the Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management for the State of Mississippi (hereinafter the "State") and Konica Minolta Business Solutions, U.S.A., Inc., 1595 Spring Hill Road, Suite 410, Vienna, VA 22182 (hereinafter the "Contractor").

SCOPE: The Contractor agrees to furnish the State its normal requirements of copiers/printers - purchase and rental on a nonexclusive basis for a period of twelve (12) months beginning May 1, 2026, and ending April 30, 2027, in accordance with all requirements in the *State of Mississippi Proposal Format and Guidelines For Copiers-Purchase and Rental/Printers- Purchase ONLY* and the Contractor's Proposal submitted on February 13, 2026.

Computer Printers are allowed on contract as well as copiers with speeds up to 150 CPM. Please note, this is a price agreement contract wherein the agencies and governing authorities will be authorized to purchase and/or rent at or below the prices set forth in the contract.

All rentals will be covered by the terms and conditions of the Generic Rental Agreement for use by Mississippi Departments and Vendors (revised February 2017).

All purchases will be covered by the vendor's standard terms and conditions, provided, however, that should any part or parts of the standard terms and conditions conflict with the laws and/or written policies of the State of Mississippi, that part or parts of the standard terms and conditions shall become void and shall be excluded from any and all transactions. If this provision is not acceptable, please notify us in writing within five working days. If we receive such notification, the contract will not become effective as stated herein. The below information on multi-functional devices and networking copiers/printers is also considered to be a part of this agreement.

Multi-Functional Devices and Networking Copiers and Printers

In the past, a copier was clearly a copier and a computer printer was clearly a computer printer. However, as technology advances, the line of distinction has become not so clear. Because of this "twilight zone," Information Technology Services (ITS) and the Office of Purchasing and Travel (OPT) have set forth the following policy guideline: If a machine can be used as a walk-up copier and published product literature indicates that one of its primary functions is copying documents, then that machine can be included in the OPT Copier Contract. It is intended that this policy will allow copiers with computer interface, facsimile and digitizing features to be placed on the OPT contract. In addition, it is intended that this policy will allow equipment commonly called "multi-functional" to also be included in the OPT contract.

ITS will continue to manage purchasing for their established classes of computer and communications peripherals. In situations where a state agency or institution under ITS purview intends to use the machine

interfaced with a computer or in a network configuration primarily in a traditional information systems application capacity, and the total amount of the purchase/rental exceeds $250,000, the agency or institution must first contact ITS through the formal procurement exemption request process. In the request, the agency or institution may express a desire to use the OPT state contract to fulfill its technical needs. ITS will work with the requesting entity toward reaching a consensus as to technical appropriateness of equipment from the OPT contract in each given case. ITS will approve the exemption request if appropriate. If ITS does not concur with the exemption, then the project will be handled through standard ITS policies and procedures in lieu of the OPT state contract. If the total amount of the purchase/rental does not exceed $250,000, ITS approval is no longer required. "Total amount of the purchase" shall mean the cost of the copier and all attachments. "Total amount of the rental" shall mean the monthly cost of the copier and all attachments multiplied by the term of the rental agreement.

AUTHORIZED PURCHASERS: The State, as referred to herein, enters into this State Contract Agreement for the benefit of all state agencies, boards, commissions, departments, institutions, counties, municipalities, school districts and other political subdivisions of the State of Mississippi. These entities are authorized to purchase from this Contract in accordance with Miss. Code Ann. §§ 31-7-1, et seq., and the *Mississippi Procurement Manual.*

Purchase Orders prepared by these authorized purchasers shall include this State Contract Agreement Number referenced above.

PRICE GUARANTEE: The prices established herein shall prevail for the term of this Agreement, except in the event of a general market decline in prices of such commodities at any time during the period of this Contract, the Contractor agrees that the State of Mississippi shall receive full benefit of such decline.

The State Bureau of Financial Control shall not approve any account nor order and direct payment of any account for the purchase of any commodity covered by this Contract when the purchase price is in excess of the maximum price fixed in this Agreement.

PRICE DATA: The Contractor has furnished a price list for the new period for authorized purchasers. The State agrees to notify all authorized purchasers of the existence of this Contract and to give the specific instructions relative to the procedures to be followed in making purchases under the provisions hereof.

Entities making purchases over $75,000 may consider obtaining two competitive quotes from the authorized dealers' list on this manufacturer's contract. If this manufacturer does not have a dealers' list, the manufacturer should be prepared to submit a quote.

PAYMENT: Payment for commodities or equipment purchased under the provisions of this Contract shall be made to the Contractor or to the authorized dealer making delivery in accordance with Miss. Code Ann. §§ 31-7-301, et seq. (as amended). Such payment is to be made only upon receipt, by the authorized purchaser, of properly certified invoices, which are priced strictly in accordance with the pricing provisions of this Contract.

QUANTITY TO BE PURCHASED: It is understood and agreed that the Contractor is entering into this Agreement as a multiple source of supply without any guarantee from the State as to the quantity of the items covered by this Contract that might be ordered during the specified period.

TRANSPORTATION TERMS: All freight and shipping costs are the responsibility of the Vendor and are not reimbursable. All items must be transported F.O.B. Destination.

INDEMNIFICATION: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this

Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

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

CANCELLATION: It is agreed that either party may cancel this Agreement by giving thirty (30) days written notice prior to the effective date of cancellation. Contractor is advised that cancellation of this Agreement by the Contractor may result in disqualification from the awarding of future contracts with the State.

TAXES: No Federal Excise Tax or Mississippi Sales Tax will be added to or otherwise included in the prices submitted by the Contractor. The Contractor understands and agrees that the State and its authorized purchasers exempt from the payment of taxes.

PRECEDENCE: This Contract consists of this Agreement, the Proposal Format and Guidelines referenced herein above, and the Contractor's Proposal. Any ambiguities, conflicts, or questions of interpretation of this Contract shall be resolved by first reference to this Agreement and, if still unresolved, by reference to the Proposal Format and Guidelines, and, if still unresolved, by reference to the Contractor's Proposal.

ORDERING INFORMATION: Please place all orders under this agreement with an approved dealer/distributor from the attached list.

DEPARTMENT OF FINANCE AND ADMINISTRATION
FOR THE
STATE OF MISSISSIPPI

BY: _____

OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

DATE: 04/22/2026

THIS MUST BE SIGNED BY AN OFFICIAL OF THE COMPANY

BY: DocuSigned by: kristen Mckenna
8AA1BAB6F8E54B8...

TITLE: VP, Government and Healthcare Contracts

DATE: 4/22/2026

Advantage Business Systems, Inc.

User Actions

View Filed Documents Opt-in or Opt-out of Email updates Print Business Details

Name History

Name	Name Type
Advantage Business Systems, Inc.	Legal

Business Information

Business Type:	Profit Corporation
Business ID:	879560
Status:	Good Standing
Effective Date:	10/10/2005
State of Incorporation:	Mississippi
Principal Office Address:	5442 Executive Place Jackson, MS 39206

Registered Agent

Name
Day, J Scott
5442 Executive Place
Jackson, MS 39206

Officers & Directors

Name	Title
J Scott Day 5442 Executive Place Jackson, MS 39206	Incorporator

J. Scott Day
5442 Executive Place

6

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS, INC. FOR A KONICA MINOLTA BIZHUB C751i DIGITAL COLOR SYSTEM TO BE USED BY THE ENGINEERING DIVISION OF THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, the Engineering Division of the Department of Public Works is in need of a copier for daily use and desires to enter into a 48-month rental agreement with Advantage Business Systems, Inc. for a Konica Minolta Bizhub C751i Digital Color System with auxiliary equipment at the cost of $330.00 per month, plus a copy charge of $0.0073 (Black and White) and $0.059 (Color) per copy to include labor, parts, toner and drum, except paper, beginning October 19, 2026 through October 18, 2029; and

WHEREAS, Section 3 l-7-l3(m)(i) of the Mississippi Code of 1972, as amended, provides that purchasing agreements, contracts, and maximum price regulations executed or approved by the Department of Finance and Administration are excepted from bid requirements; and

WHEREAS, the Department of Finance and Administration and Office of Purchasing, Travel, and Fleet Management has entered into a contract for the State of Mississippi with Konica Minolta Business Solutions, U.S.A., Inc. to furnish copiers/printers, purchase and rental on a nonexclusive basis pursuant to State Contract No. 8200085487; and

WHEREAS, the State entered into State Contract No. 8200085487 for the benefit of all state agencies, boards, commissions, departments, institutions, counties, municipalities, school districts, and other political subdivisions of the State of Mississippi. The entities are authorized to purchase from this contract in accordance with Miss. Code Ann. §§ 31-7-1, et seq., and the Mississippi Procurement Manual.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute the rental agreement and any other necessary documents with Advantage Business Systems, Inc. for a Konica Minolta Bizhub C751i Digital Color System with auxiliary equipment at the cost of $330.00 per month, plus a copy charge of $0.0073 (Black and White) and $0.059 (Color) per copy to include labor, parts, toner and drum, except paper, beginning October 19, 2026 through October 18, 2029.

IT FURTHER ORDERED that payment for said copy rental be made from the General Fund.

Agenda Item # 6
October 20, 2026
(Anderson, Horhn)

1Office 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
9/2/2026

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS, INC. FOR A KONICA MINOLTA BIZHUB C751i DIGITAL COLOR SYSTEM TO BE USED BY THE ENGINEERING DIVISION OF THE DEPARTMENT OF PUBLIC WORKS** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

SONDRA MONCURE,
SPECIAL ASSISTANT TO THE CITY ATTORNEY

9/2/26
DATE

Terry Williamson, *Legal Counsel* TW

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 1, 2026
DATE

(as revised 3/6/01)

	POINTS	COMMENTS
1.	**Brief Description / Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS, INC. FOR A KONICA MINOLTA BIZHUB C751i DIGITAL COLOR SYSTEM TO BE USED BY THE ENGINEERING DIVISION OF THE DEPARTMENT OF PUBLIC WORKS**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This printer allows the Engineering Division to reproduce various types of documents required for this office to perform its intended functions.
3.	**Who will be affected**	Engineering Division
4.	**Benefits**	Improved quality of documents and productivity
5.	**Schedule (beginning date)**	Beginning on October 19, 2026
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Engineering Divison
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Department of Public Works/Engineering Division
8.	**COST**	$330.00 per month, plus a copy charge of $0.0073 (Black and White) and $0.059 (Color) per copy to include labor, parts, toner and drum, except paper .
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	General Fund

Department of Public Works

200 South President Street
Post Office Box 17
Jackson, MS 39205

John Horhn
Mayor of the City of Jackson

TO: Hon. John Horhn, Mayor

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

DATE September 1, 2026

RE: Engineering Division Printer Contract
48 – Month Copier Rental Agreement with Advantage Business Systems, Inc.; State of Mississippi Contract Number 8200085478

The Engineering Division's current copier contract is expiring on October 18, 2026. The Engineering Division continues to need a copier for daily office tasks.

The Engineering Division has reviewed the current State of Mississippi contract, and decided that the Konica Minolta Bizhub C751i Digital Color System with auxiliary equipment is best suited to meet the needs of the Engineering Division of the Public Works Department.

The requested copier/printer monthly lease price is $330.00 per month, plus a copy charge of $0.0073 (Black and White) and $0.059 (Color) per copy to include labor, parts, toner and drum, except paper. The term of the contract will be October 19, 2025 through October 18, 2029.

Please let me know if you have any questions.

Revised Date: February 2017

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200085487

Vendor Company Name: Advantage Business Systems

Customer Agency Name: City of Jackson Engineering Division

Bill to Address: P O Box 17 Jackson, MS

Ship to Address: 200 S President St. (Hood Building)
Jackson, MS 39201

Description of Equipment, Software, or Services	Price
Bizhub C751i FS539 Finisher PK524 Punch kit FK514 Fax	$330.00

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 48 Months
Start Date: October 19, 2026
End Date: October 18, 2029

Modifications: Maintenance to be billed @ $.0073 for b/w and color billed @ $.059.

Vendor Signature

Customer Signature

DRAFT

Revised Date: February 2017

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

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

1. CUSTOMER ACCOUNT ESTABLISHMENT:

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

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

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

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

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

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

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

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

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

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

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

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

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

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

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

8. PAYMENTS:

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

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

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

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

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

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

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

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

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

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

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

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

which the Customer shall not unreasonably withhold.

12. ALTERATIONS. ATTACHMENTS AND SUPPLIES:

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

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

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

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

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

For the Vendor:
Advantage Business Systems
Name Donna May
Title Account Executive
Address 5442 Executive Place
City, State, & Zip Code Jackson, MS 39206

For the Customer:
City of Jackson Enginnering Division
Name Ruth Windham
Title Office Coordinator
Address 200 S. President St
City, State, & Zip Code Jackson, MS 39201

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRAFT

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

Witness my signature this the 8th day of July, 20 26.

Vendor: Advantage Business Systems

By: Donna May
Authorized Signature

Printed Name: Donna May

Title: Account Manager

WITNESS:

_____

_____

Witness my signature this the _____ day of _____, 20____.

Customer: City of Jackson

By: _____
Authorized Signature

Printed Name: John Horhn

Title: Mayor

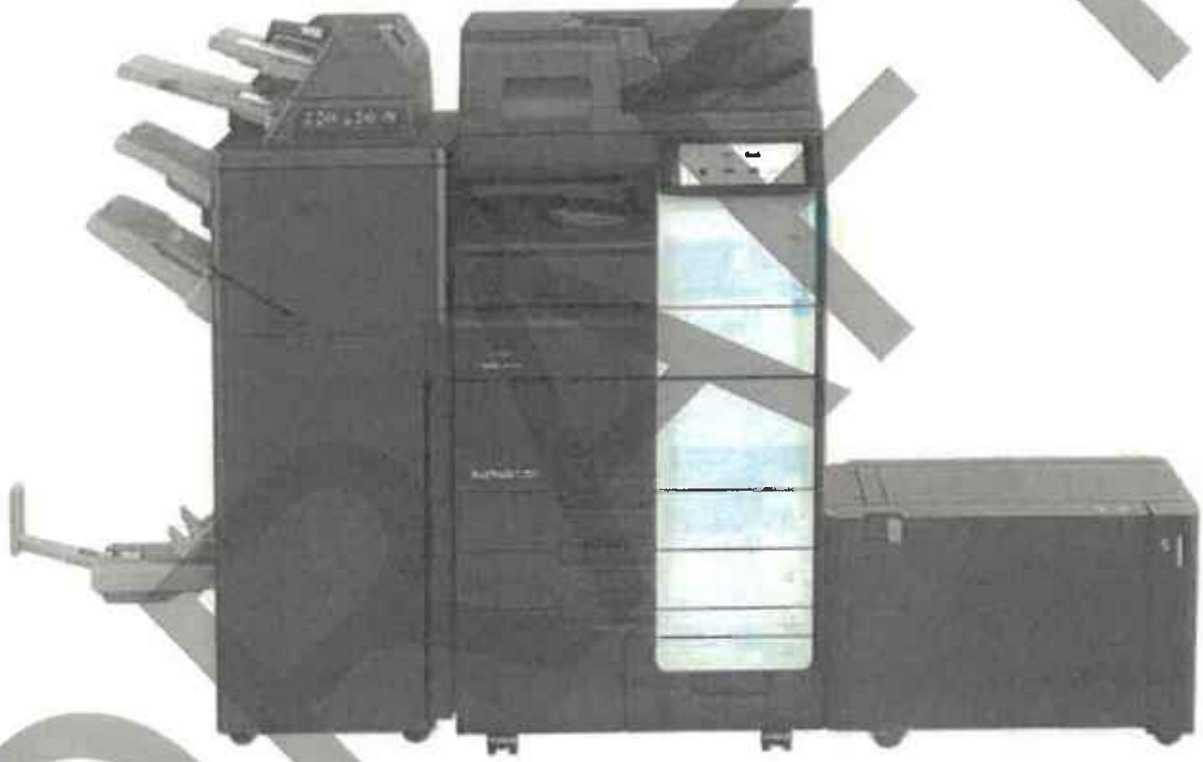
WITNESS:

_____

_____

DRAFT

Proposal for:
City of Jackson
Dept of Engineering



Stock picture (Not actual proposed model)

Advantage Business Systems
5442 Executive Place
Jackson, MS 39206

Donna May (601)362-9192
Cell (601)317-4298

DRAFT

July 8, 2026

City of Jackson Dept. of Engineering
200 S President St.
Jackson, MS 39201

Dear Ruth,
Enclosed please find the information on the Konica Minolta Bizhub C750i color copier. I have put into the proposal pricing from Konica Minolta's **MS State Contract #8200085487**. I hope that we can meet your needs with this pricing.

We look forward to offering you the finest service available. We believe Konica Minolta quality products, blended with our excellent service, are the foundation for a successful partnership.

Thanks again for the opportunity,

Sincerely,

Donna May

Donna May
Senior Account Executive
Advantage Business Systems

DRAFT

Konica Minolta Overview

Konica Minolta Business Solutions U.S.A., Inc. (KMBS) is a wholly owned subsidiary of Konica Minolta Holdings, Inc., formed through the merger of Konica, Inc. and Minolta Co., Ltd. With more than 200 years of combined experience, Konica Minolta is building on a long and rich history of developing innovative imaging technologies and bringing new products to market. It is a company that continues to create fresh new impressions in the field of imaging by mobilizing its core competencies in optics, printing and copying, scanning and software to create these products and services.

Headquartered in Ramsey, New Jersey, KMBS provides its customers with complete solutions to efficiently create, reproduce, share and manage document-based information. The company provides the essentials of imaging to companies and organizations ranging from small office/home office to workgroups and departments and to large production operations. Its technologically advanced line of products and services include:

- A complete line of high-speed, high-volume document systems, up to 170 ppm and 1.25 million impressions per month.
- A full line of superior quality color imaging systems for corporate, graphics arts and production environments.
- A wide range of multifunctional workgroup and departmental document systems and facsimile machines with advanced functionality such as network scanning and Internet faxing.
- Software solutions designed to bridge the gap between computers and document systems, offering capabilities from easy scan-to-file to automated document manipulation to total workflow process solutions.
- Desktop monochrome and color laser printing systems.
- Professional services for infrastructure management and document process streamlining.
- Advanced scanning and micrographics systems for document imaging.
- World-class sales, service and support through an extensive network of direct sales offices, authorized dealers, resellers and distributors in the United States, Canada, Mexico, Central America and South America.

Advantage Business Systems Overview

Advantage Business Systems was founded in 1976. Since its inception, Advantage Business Systems has grown rapidly to become one of the premier office equipment suppliers in Central Mississippi. The fast growth is attributed to all of our people being dedicated to providing the finest customer service and representing the innovative digital technologies that Minolta offers.

Our dedication to service is exemplified by our multiple Pro-Tech service awards we have earned and the loyalty of thousands of customers in the metro area.

The service we provide is backed by our Performance Uptime Guarantee, which insures that your equipment is as productive as possible.

We are excited to have the opportunity to serve your company's document management needs now and into the future.

DRAFT

PROPOSED CONFIGURATION

The following Konica Minolta Bizhub C751i Digital Color System provides these features:

- 75 ppm black/white and color
- Dual head scanning @240 pages per minute (handles 300 pages) black/white and color
- First copy output in 3.6 seconds or less
- Warm Up time of less than 22 seconds
- 600 x 600dpi scanning or enhanced @ 600 X 1800dpi
- 2 X 500 sheet drawers,1 X 1000 sheet drawer, 1 X 1500 sheet drawer and 150 sheet intelligent bypass
- Polymerized toner system
- 250 GB Hard Drive
- Staple Finisher with 2/3 hole punch
- Super 3G Fax
- Standard and custom paper size support up to 12" x 18"
- 10.1" Color Display
- Monthly duty Cycle of 220,000 copies
- Network Printing and Scanning
- Box Functionality (Stores up to 10,000 pages)
- User Authentication, Account Track, IOS 15408 Certification
- Scan to me and Scan to home
- **Print to USB and from USB**
- **Print from iPad, iPhone or Android devices**
- **Banner Printing**



DRAFT

48 Month Rental
$330.00

Maintenance Program:

- All toner cartridges
- All other consumables except paper
- All parts, drums, labor and service calls
- Preventative maintenance procedures
- Unlimited on-site customer training
- Can be billed monthly, quarterly or annually

Billed monthly @ $.0073 for all b/w copies and all color copies billed @ $.059.
(based on single sided, letter sized image)

DRAFT

Docusign Envelope ID: 2F1280DE-E1AA-406E-94A7-132050431D16

STATE OF MISSISSIPPI
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

STATE CONTRACT AGREEMENT

CONTRACTOR: Konica Minolta Business Solutions U.S.A., Inc.

STATE CONTRACT #: 8200085487

SUPPLIER #: 3100031233

SMART CONTRACT #: 1130-26-C-SWCT-00203

COMMODITIES COVERED: Copiers - Purchase and Rental Printers-Purchase ONLY

EFFECTIVE: May 1, 2026 through April 30, 2027

This State Contract Agreement is made this 15th day of April 2026, between the Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management for the State of Mississippi (hereinafter the "State") and Konica Minolta Business Solutions, U.S.A., Inc., 1595 Spring Hill Road, Suite 410, Vienna, VA 22182 (hereinafter the "Contractor").

SCOPE: The Contractor agrees to furnish the State its normal requirements of copiers/printers - purchase and rental on a nonexclusive basis for a period of twelve (12) months beginning May 1, 2026, and ending April 30, 2027, in accordance with all requirements in the *State of Mississippi Proposal Format and Guidelines For Copiers-Purchase and Rental/Printers- Purchase ONLY* and the Contractor's Proposal submitted on February 13, 2026.

Computer Printers are allowed on contract as well as copiers with speeds up to 150 CPM. Please note, this is a price agreement contract wherein the agencies and governing authorities will be authorized to purchase and/or rent at or below the prices set forth in the contract.

All rentals will be covered by the terms and conditions of the Generic Rental Agreement for use by Mississippi Departments and Vendors (revised February 2017).

All purchases will be covered by the vendor's standard terms and conditions, provided, however, that should any part or parts of the standard terms and conditions conflict with the laws and/or written policies of the State of Mississippi, that part or parts of the standard terms and conditions shall become void and shall be excluded from any and all transactions. If this provision is not acceptable, please notify us in writing within five working days. If we receive such notification, the contract will not become effective as stated herein. The below information on multi-functional devices and networking copiers/printers is also considered to be a part of this agreement.

Multi-Functional Devices and Networking Copiers and Printers

In the past, a copier was clearly a copier and a computer printer was clearly a computer printer. However, as technology advances, the line of distinction has become not so clear. Because of this "twilight zone," Information Technology Services (ITS) and the Office of Purchasing and Travel (OPT) have set forth the following policy guideline: If a machine can be used as a walk-up copier and published product literature indicates that one of its primary functions is copying documents, then that machine can be included in the OPT Copier Contract. It is intended that this policy will allow copiers with computer interface, facsimile and digitizing features to be placed on the OPT contract. In addition, it is intended that this policy will allow equipment commonly called "multi-functional" to also be included in the OPT contract.

ITS will continue to manage purchasing for their established classes of computer and communications peripherals. In situations where a state agency or institution under ITS purview intends to use the machine

interfaced with a computer or in a network configuration primarily in a traditional information systems application capacity, and the total amount of the purchase/rental exceeds $250,000, the agency or institution must first contact ITS through the formal procurement exemption request process. In the request, the agency or institution may express a desire to use the OPT state contract to fulfill its technical needs. ITS will work with the requesting entity toward reaching a consensus as to technical appropriateness of equipment from the OPT contract in each given case. ITS will approve the exemption request if appropriate. If ITS does not concur with the exemption, then the project will be handled through standard ITS policies and procedures in lieu of the OPT state contract. If the total amount of the purchase/rental does not exceed $250,000, ITS approval is no longer required. "Total amount of the purchase" shall mean the cost of the copier and all attachments. "Total amount of the rental" shall mean the monthly cost of the copier and all attachments multiplied by the term of the rental agreement.

AUTHORIZED PURCHASERS: The State, as referred to herein, enters into this State Contract Agreement for the benefit of all state agencies, boards, commissions, departments, institutions, counties, municipalities, school districts and other political subdivisions of the State of Mississippi. These entities are authorized to purchase from this Contract in accordance with Miss. Code Ann. §§ 31-7-1, et seq., and the *Mississippi Procurement Manual.*

Purchase Orders prepared by these authorized purchasers shall include this State Contract Agreement Number referenced above.

PRICE GUARANTEE: The prices established herein shall prevail for the term of this Agreement, except in the event of a general market decline in prices of such commodities at any time during the period of this Contract, the Contractor agrees that the State of Mississippi shall receive full benefit of such decline.

The State Bureau of Financial Control shall not approve any account nor order and direct payment of any account for the purchase of any commodity covered by this Contract when the purchase price is in excess of the maximum price fixed in this Agreement.

PRICE DATA: The Contractor has furnished a price list for the new period for authorized purchasers. The State agrees to notify all authorized purchasers of the existence of this Contract and to give the specific instructions relative to the procedures to be followed in making purchases under the provisions hereof.

Entities making purchases over $75,000 may consider obtaining two competitive quotes from the authorized dealers' list on this manufacturer's contract. If this manufacturer does not have a dealers' list, the manufacturer should be prepared to submit a quote.

PAYMENT: Payment for commodities or equipment purchased under the provisions of this Contract shall be made to the Contractor or to the authorized dealer making delivery in accordance with Miss. Code Ann. §§ 31-7-301, et seq. (as amended). Such payment is to be made only upon receipt, by the authorized purchaser, of properly certified invoices, which are priced strictly in accordance with the pricing provisions of this Contract.

QUANTITY TO BE PURCHASED: It is understood and agreed that the Contractor is entering into this Agreement as a multiple source of supply without any guarantee from the State as to the quantity of the items covered by this Contract that might be ordered during the specified period.

TRANSPORTATION TERMS: All freight and shipping costs are the responsibility of the Vendor and are not reimbursable. All items must be transported F.O.B. Destination.

INDEMNIFICATION: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this

Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

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

CANCELLATION: It is agreed that either party may cancel this Agreement by giving thirty (30) days written notice prior to the effective date of cancellation. Contractor is advised that cancellation of this Agreement by the Contractor may result in disqualification from the awarding of future contracts with the State.

TAXES: No Federal Excise Tax or Mississippi Sales Tax will be added to or otherwise included in the prices submitted by the Contractor. The Contractor understands and agrees that the State and its authorized purchasers exempt from the payment of taxes.

PRECEDENCE: This Contract consists of this Agreement, the Proposal Format and Guidelines referenced herein above, and the Contractor's Proposal. Any ambiguities, conflicts, or questions of interpretation of this Contract shall be resolved by first reference to this Agreement and, if still unresolved, by reference to the Proposal Format and Guidelines, and, if still unresolved, by reference to the Contractor's Proposal.

ORDERING INFORMATION: Please place all orders under this agreement with an approved dealer/distributor from the attached list.

DEPARTMENT OF FINANCE AND ADMINISTRATION
FOR THE
STATE OF MISSISSIPPI

BY: _____

OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

DATE: 04/22/2026

THIS MUST BE SIGNED BY AN OFFICIAL OF THE COMPANY

BY: DocuSigned by: kristen Mckenna
0AA1BAB6FBE548B...

TITLE: VP, Government and Healthcare Contracts

DATE: 4/22/2026

7

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE COMMENCEMENT AGREEMENT WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS TO AMEND THE AGREEMENT TO MODIFY THE EQUIPMENT, INCREASE THE RENT, AND MODIFY THE LICENSEE'S NOTICE ADDRESS FOR THE TOWER LOCATED AT SITE #24 LERIDA / JACKSON 2 WOODROW 810 LERIDA COURT

WHEREAS, the City of Jackson leases to Alltel Corporation d/b/a Verizon Wireless (Licensee) a portion of the City's property referred to as the **Site # 24 Lerida / Jackson 2 Woodrow, located at 810 Lerida Court,** in the City of Jackson, County of Hinds, Mississippi; and,

WHEREAS, the Department of Information Technology recommends that the governing authority authorize the Mayor to execute the *Third Amendment to Commencement Agreement* with Alltel Corporation d/b/a Verizon Wireless for the purposes of modifying the Licensee's equipment, increasing the rent, and amending the Licensee's notice address provision, the *Agreement* which is attached hereto and fully incorporated herein by reference; and,

WHEREAS, the City and Licensee entered into a *Master Agreement (Ground License Agreement and Antenna Site License Agreement)* dated January 02, 2002 and a *Commencement Agreement* dated January 03, 2002, as amended by that certain *First Amendment to Commencement Agreement* dated November 01, 2015, as amended by that certain *Second Amendment to Commencement Agreement* dated December 01, 2022 (collectively, the "*Agreement*"), pursuant to which the COJ leases to Licensee a portion of COJ's property referred to as the **Site #24 / Lerida, 810 Lerida Court**; and,

WHEREAS, Exhibit D-2 of the *Agreement* dated December 01, 2022, and any and all prior versions thereof, is deleted in its entirety and replaced with Amended Exhibit D-3, *Licensee's Site Equipment,* attached and incorporated herein fully by reference. All references to Exhibit D-2 and prior versions thereof in any *Agreement* are hereafter references to Amended Exhibit D-3, *Licensee's Site Equipment,* with the following equipment to be installed on the tower at 146' AGL Centerline:

- 3 Samsung MT6413-77A antennas, or like kind @ 146' centerline;
- 6 Commscope NHH-65C-R2B antennas, or like kind @ 146' centerline;
- 3 Samsung B2/B66A RRH ORAN (RF4439d-25A), or like kind;
- 3 Samsung B5/B13 RRH ORAN (RF4440d-13A), or like kind;
- 1 Raycap RCMDC-6627-PF-48 OVP box, or like kind
- 1 6x12 hybrid cable, or like kind

Licensee's ground equipment to be located within Licensee's Lease Area; and,

WHEREAS, the Department of Information Technology performed a structural analysis of the impact to the tower and determined that an increase in tower loading would result from replacement of the equipment, and, as consideration for Licensee's modified equipment, commencing on the first (1st) day of the month following installation of Licensee's modified equipment or December 01, 2026 (either of the forgoing, the "License Fee Increase Commencement Date"),

Agenda Item No. 7
October 20, 2026
(Slater, Horhn)

whichever occurs first, the Monthly License Fee shall increase to Three Thousand Fifty and 27/100 Dollars ($3,050.27). The Parties agree to acknowledge the License Fee Increase Commencement Date in writing; and,

WHEREAS, the License Fee due under the Agreement shall continue to escalate by three and one-half percent (3.5%) in accordance with Paragraph 3 of the November 01, 2015 *Agreement* effective each October 01 thereafter; and,

WHEREAS, the notice provision in Paragraph 21 of the January 02, 2002 *Agreement* is amended to reflect Licensee's requested address; and,

WHEREAS, except as expressly modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect; and,

> The COJ and LICENSEE each hereby warrant to the other that the person executing this Amendment on behalf of the warranting Party has the full right, power and authority to enter into and execute this Amendment on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.
>
> Except as specifically provided in this Amendment, the Agreement shall remain in full force and effect and shall continue to be binding upon, and enforceable against both parties in accordance with its terms. All covenants, terms and obligations of the Agreement not explicitly modified by this Amendment are hereby ratified and affirmed. The terms and provisions of this Amendment shall control in the event of any inconsistency or discrepancy between the Agreement and this Amendment.

WHEREAS, the governing authority has authority to amend the *Agreement* under Miss. Code Ann. § 21-17-5(1), which vests its governing authorities with care, management, and control of municipal property and authorizes them to adopt an order concerning municipal affairs, property, and finance.

IT IS, THEREFORE, HEREBY ORDERED that the Mayor shall be authorized to execute the *Third Amendment to the Commencement Agreement to extend the term, to modify the Licensee's equipment, to increase the rent, and to amend the* Licensee's notice address provision.

Agenda Item: _____
Date:_____
By: Slater, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(SLATER 10/05/06)
DATE 08.28.2006

	POINTS	COMMENTS
1.	Brief Description (Purpose)	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS TO MODIFY THE EQUIPMENT LOCATED AT TOWER SITE #24 / LERIDA, 810 LERIDA COURT AND TO MODIFY LICENSEE'S NOTICE ADDRESS
2.	Purpose	One (1) Amendment to Antenna Site License Agreement located at 810 Lerida Court (Site #24) between the City of Jackson and Alltel Corporation dba Verizon Wireless. Whereas, the Parties desire to amend the equipment and modify licensee's notice address.
3.	Who will be affected	City of Jack[illegible] Residents, customers of Verizon & below.
4.	Benefits	City will continue to receive revenue from agreement
5.	Schedule (beginning date)	Upon Council Approval
6.	Location: • WARD • CITY WIDE (Yes or No) (area) • Project Limits (if applicable)	Site #24 – 810 Lerida Court
7.	Action Implemented by: • City Department • Consultant	Department of Information Technology
8.	COST	No cost to city
9.	Source of Funding • General Fund ☐ • Grant ☐ • Bond ☐ • Other ☐	Not applicable
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 Native ___ % WAIVER yes ___ no ___ N/A X

Revised 7/03

JACKSON
MISSISSIPPI
BUILDING A BETTER FUTURE TOGETHER

To: Mayor John Horhn

From: Nathan Slater, Director, Information Technology

Date: August 28, 2026

Re: Amendment Antenna Site License Agreement Site 24 – Lerida – 810 Lerida Court

---

The Order which accompanies this memorandum requests that the Council authorize the Mayor to execute a third Amendment to the Antenna Site License Agreement with AT&T Corporation d/b/a Verizon Wireless. The amendment seeks to amend the equipment located at tower site #24, and to modify the Licensee's notice address

ns/hp

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 CLERK

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO COMMENCEMENT AGREEMENT WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS TO AMEND THE AGREEMENT TO MODIFY THE EQUIPMENT, INCREASE THE RENT, AND TO MODIFY LICENSEE'S NOTICE ADDRESS FOR THE TOWER LOCATED AT SITE #24 LERIDA / JACKSON 2 WOODROW 810 LERIDA COURT** is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure 10/12/2010

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

Chelsea Chicosky, *Deputy City Attorney* Chelsea R Chicosky

Licensee Site #:5000181431
Licensee Site Name: Jackson 2 Woodrow
City Site: #24/ Lerida / 810 Lerida Court

THIRD AMENDMENT TO COMMENCEMENT AGREEMENT

THIS Third Amendment to Commencement Agreement ("Amendment") is entered into by and between **City of Jackson**, a Mississippi municipality ("CITY" or "COJ" or "LICENSOR"), with a mailing address of 2320 Riverside Drive, Jackson, Mississippi 39202 and **Alltel Corporation d/b/a Verizon Wireless** ("LICENSEE"), with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920.

RECITALS

The Parties recite, declare, and agree as follows:

WHEREAS, the City and Licensee entered into a *Master Agreement (Ground License Agreement and Antenna Site License Agreement)* dated January 02, 2002 and a *Commencement Agreement* dated January 03, 2002, as amended by that certain *First Amendment to Commencement Agreement* dated November 01, 2015, as amended by that certain *Second Amendment to Commencement Agreement* dated December 01, 2022 (collectively, the "Agreement"), pursuant to which the COJ leases to LICENSEE a portion of COJ's property referred to as the **Site #24 / Lerida, 810 Lerida Court** in the City of Jackson, County of Hinds, Mississippi; and

WHEREAS, the Parties desire to amend the *Agreement* to modify LICENSEE's equipment as set forth below; and,

WHEREAS, the COJ Department of Information Technology performed a structural analysis of the impact to the tower and determined that an increase in tower loading would result from replacement of the equipment; and,

WHEREAS, as a result of the tower load increase, the Parties desire to amend the *Agreement* to modify LICENSEE's monthly rent as set forth below. Both parties agree that the Monthly License Fee in effect as of October 01, 2026 will be Two Thousand Six Hundred Twelve and 27/100 Dollars ($2,612.27); and,

WHEREAS, the Parties desire to amend the *Agreement* to modify LICENSEE's notice address as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COJ and LICENSEE covenant and agree as follows:

1. COJ and LICENSEE agree to modify LICENSEE's equipment as described on Amended Exhibit D-3 *Licensee's Site Equipment*, attached hereto and fully incorporated herein by reference.

2. Exhibit D-2 of the Agreement is deleted in its entirety and replaced with Amended Exhibit D-3, attached. All references to Exhibit D-2 Licensee's Site Equipment in the Agreement are hereafter references to Amended Exhibit D-3 *Licensee's Site Equipment.*

Licensee Site #:5000181431
Licensee Site Name: Jackson 2 Woodrow
City Site: #24/ Lerida / 810 Lerida Court

3. Commencing on the first (1st) day of the month following installation of LICENSEE's modified equipment or December 01, 2026 or whichever occurs first (either of the forgoing, the "License Fee Increase Commencement Date"), the Monthly License Fee shall increase to Three Thousand Fifty and 27/100 Dollars ($3,050.27). The Parties agree to acknowledge the License Fee Increase Commencement Date in writing.

4. LICENSEE's address for notices in Paragraph 21 of the Agreement is amended as follows:

To Licensee:
Alltel Corporation
d/b/a Verizon Wireless
Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, New Jersey 07920
MDG Location ID: 5000181431

5. COJ and LICENSEE each hereby warrant to the other that the person executing this Amendment on behalf of the warranting Party has the full right, power and authority to enter into and execute this Amendment on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

6. Except as specifically provided in this Amendment, the Agreement shall remain in full force and effect and shall continue to be binding upon, and enforceable against both parties in accordance with its terms. All covenants, terms and obligations of the Agreement not explicitly modified by this Amendment are hereby ratified and affirmed. The terms and provisions of this Amendment shall control in the event of any inconsistency or discrepancy between the Agreement and this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the date of execution by the last party to sign:

Licensor	**Licensee**
City of Jackson	Alltel Corporation d/b/a Verizon Wireless
_____	_____
Signature	Signature
Name: John Horhn	Name: _____
Title: Mayor, City of Jackson	Title: _____
Date:_____	Date:_____

Licensee Site #:5000181431
Licensee Site Name: Jackson 2 Woodrow
City Site: #24/ Lerida / 810 Lerida Court

AMENDED EXHIBIT D-3
LICENSEE'S SITE EQUIPMENT

Equipment to be installed on tower at 146' AGL Centerline:

- 3 Samsung MT6413-77A antennas, or like kind @ 146' centerline;
- 6 Commscope NHH-65C-R2B antennas, or like kind @ 146' centerline;
- 3 Samsung B2/B66A RRH ORAN (RF4439d-25A), or like kind;
- 3 Samsung B5/B13 RRH ORAN (RF4440d-13A), or like kind;
- 1 Raycap RCMDC-6627-PF-48 OVP box, or like kind;
- 1 6x12 hybrid cable, or like kind.

LICENSEE ground equipment to be located within LICENSEE's Lease Area.

[Remainder of page intentionally left blank]

Licensee Site #:5000181431
Licensee Site Name: Jackson 2 Woodrow
City Site: #24/ Lerida / 810 Lerida Court

EXHIBIT

January 02, 2002 *Master Agreement (Ground License Agreement and Antenna Site License Agreement)*

January 03, 2002 *Commencement Agreement*

November 01, 2015 *First Amendment to Commencement Agreement*

December 01, 2022 *Second Amendment to Commencement Agreement*

[attached]

[Remainder of page intentionally left blank]

8

OFFICE OF THE CITY ATTORNEY
10/9/24

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FOURTH AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS TO AMEND THE AGREEMENT TO MODIFY THE EQUIPMENT LOCATED AT TOWER SITE #25 / BEASLEY RD / JSN NORTH STATE ST., 235 BEASLEY RD AND TO MODIFY THE LICENSEE'S NOTICE ADDRESS

WHEREAS, the City of Jackson leases to Alltel Corporation d/b/a Verizon Wireless (Licensee) a portion of the City's property referred to as the **Site #25 / Beasley Rd / JSN North State St., located at 235 Beasley Road** in the City of Jackson, County of Hinds, Mississippi; and,

WHEREAS, the Department of Information Technology recommends that the governing authority authorize the Mayor to execute a *Fourth Amendment to Antenna Site License Agreement* with Alltel Corporation d/b/a Verizon Wireless for the purposes of modifying the Licensee's equipment and to amend Licensee's notice address provision, the *Agreement* which is attached hereto and fully incorporated herein by reference; and,

WHEREAS, the City and Licensee's predecessor in interest entered into an the *Antenna Site License Agreement* dated October 01, 2006 was amended by that certain *First Amendment to Antenna Site License Agreement*, and the Parties acknowledge that the *First Amendment to Antenna Site License Agreement* was fully executed on January 25, 2013, and that the reference to March 01, 2013 in its first paragraph reflects a scrivener's error. The Parties further acknowledge that this discrepancy has no effect on the terms or operation of this Amendment; and, the *Agreement* was amended by that certain *Second Amendment to Antenna Site License Agreement* dated September 21, 2015, and by that certain *Third Amendment to Antenna Site License Agreement* dated December 01, 2022 (collectively, the *Agreement*), pursuant to which the COJ leases to Licensee a portion of COJ's property referred to as the **Site #25 / Beasley Rd / JSN North State St., 235 Beasley Road** in the City of Jackson, County of Hinds, Mississippi.

WHEREAS, Exhibit B-3 of the *Third Amendment to Antenna Site License Agreement* dated December 01, 2022, and any and all prior versions thereof, is deleted in its entirety and replaced with Amended Exhibit B-4, attached and incorporated herein fully by reference. All references to Exhibit B-3 and prior versions thereof in the Agreement are hereafter references to Amended Exhibit B-4, *Licensee's Site Equipment*:

- 6 Commscope NHH-65C-R2B antennas, or like kind @ 149' centerline;
- 3 Samsung MT6413-77A antennas, or like kind @ 149' centerline;
- 3 Samsung B2/B66A RRH-ORAN (RF4439d-25A), or like kind;
- 3 Samsung RF4461d-13A, or like kind;
- 1 Raycap 12-Circuit OVP box, or like kind;
- 1 12x24 cable, or like kind;

at 149' AGL Centerline; and,

WHEREAS, the Department of Information Technology performed a structural analysis of

Agenda Item # 8
October 20, 2024
(Slater, Horhn)

the impact to the tower and determined that an increase in tower loading would not result from replacement of the equipment; and,

WHEREAS, the Parties acknowledge the monthly rental rate in effect as of July 01, 2026 is Five Thousand Two Hundred Twenty-Four and 33/100th Dollars ($5,224.33); and,

WHEREAS, the notice provision in Paragraph 20 of the October 01, 2006 *Agreement* is amended to reflect Licensee's requested address; and,

WHEREAS, except as expressly modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect; and,

> The COJ and LICENSEE each hereby warrant to the other that the person executing this Amendment on behalf of the warranting Party has the full right, power and authority to enter into and execute this Amendment on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.
>
> Except as specifically provided in this Amendment, the Agreement shall remain in full force and effect and shall continue to be binding upon, and enforceable against both parties in accordance with its terms. All covenants, terms and obligations of the Agreement not explicitly modified by this Amendment are hereby ratified and affirmed. The terms and provisions of this Amendment shall control in the event of any inconsistency or discrepancy between the Agreement and this Amendment[; and,]

WHEREAS, the governing authority has authority to amend the *Agreement* under Miss. Code Ann. § 21-17-5(1), which vests the care, management, and control of municipal property with its governing authorities and authorizes the governing authority to adopt an order concerning municipal affairs, property, and finance.

IT IS, THEREFORE, HEREBY ORDERED that the Mayor shall be authorized to execute the *Fourth Amendment to the Antenna Site License Agreement* with Alltel Corporation d/b/a Verizon Wireless to modify the Licensee's equipment and to amend Licensee's notice address provision.

Agenda Item: _____
Date:_____
By: Slater, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(SLATER/HORHN)
DATE 07.14.2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FOURTH AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS, TO AMEND THE EQUIPMENT LOCATED AT TOWER SITE #25 / BEASLEY RD / JSN NORTH STATE ST, 235 BEASLEY RD AND TO MODIFY THE LICENSEE'S NOTICE ADDRESS**
2.	**Purpose**	One (1) Amendment to Antenna Site License Agreement, located at 235 Beasley Rd (Site #25 – Beasley / JSN North State St) between the City of Jackson and Alltel Corporation dba Verizon Wireless. Whereas, the Parties desire to amend the equipment and modify Licensee's notice address.
3.	**Who will be affected**	City of Jackson, Verizon Wireless, customers of Verizon Wireless
4.	**Benefits**	City will continue to receive revenue from agreement
5.	**Schedule (beginning date)**	Upon Council Approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Site #25 – Beasley/ JSN North State St, 235 Beasley Rd
7.	**Action implemented by:** ▪ **City Department** ▬ ▪ **Consultant**	Department of Information Technology
8.	**COST**	No cost to city
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Not applicable
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

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 THE FOURTH AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS TO AMEND THE AGREEMENT TO MODIFY THE EQUIPMENT LOCATED AT TOWER SITE #25 / BEASLEY RD / JSN NORTH STATE ST., 235 BEASLEY RD AND TO MODIFY THE LICENSEE'S NOTICE ADDRESS** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure — 10/9/26

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

Chelsea Chicosky, *Deputy City Attorney* Chelsea Chicosky

JACKSON
MISSISSIPPI
BUILDING A BETTER FUTURE TOGETHER

To: Mayor John Horhn

From: Nathan Slater, Director, Information Technology

Date: July 14, 2026

Re: Amendment Antenna Site License Agreement Site 25 – Beasley / JSN North State St

---

The Order which accompanies this memorandum requests that the Council authorize the Mayor to execute a Fourth Amendment to the Antenna Site License Agreement with Alltel Corporation d/b/a Verizon Wireless. The amendment seeks to amend the equipment located at tower site #25 and to modify the Licensee's notice address.

ns/hp

Licensee Site #:5000182291
Licensee Site Name: JSN North State Street
City Site: #25 / 235 Beasley Road / Beasley Rd

FOURTH AMENDMENT
TO
ANTENNA SITE LICENSE AGREEMENT

THIS Fourth Amendment to *Antenna Site License Agreement* ("Amendment") is entered into by and between **City of Jackson**, a Mississippi municipality ("CITY" or "COJ" or "LICENSOR"), with a mailing address of 2320 Riverside Drive, Jackson, Mississippi 39202 and **Alltel Corporation d/b/a Verizon Wireless** ("LICENSEE"), with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920.

RECITALS

The Parties recite, declare, and agree as follows:

WHEREAS, the City and LICENSEE's predecessor in interest entered into an *Antenna Site License Agreement* dated October 01, 2006, pursuant to which the COJ leases to LICENSEE a portion of COJ's property identified as **Site #25 / Beasley Rd / 235 Beasley Road**, located in the City of Jackson, Hinds County, Mississippi, a copy of which is attached hereto as Exhibit D and incorporated herein by reference; and,

WHEREAS, the *Antenna Site License Agreement* dated October 01, 2006 was amended by that certain *First Amendment to Antenna Site License Agreement*, and the Parties acknowledge that the *First Amendment to Antenna Site License Agreement* was fully executed on January 25, 2013, and that the reference to March 01, 2013 in its first paragraph reflects a scrivener's error. The Parties further acknowledge that this discrepancy has no effect on the terms or operation of this Amendment; and, the *Agreement* was amended by that certain *Second Amendment to Antenna Site License Agreement* dated September 21, 2015, and by that certain *Third Amendment to Antenna Site License Agreement* dated December 01, 2022 (collectively, the *Agreement*); and,

WHEREAS, the Parties desire to amend the Agreement to modify LICENSEE's equipment as set forth below; and,

WHEREAS, the Department of Information Technology performed a structural analysis of the impact to the tower and determined that an increase in tower loading would not result from replacement of the equipment and therefore no monthly rent increase is appropriate; and,

WHEREAS, the Parties desire to amend the Agreement to modify LICENSEE's notice address as set forth below; and,

WHEREAS, the Parties acknowledge the monthly rental rate in effect as of July 01, 2026 is Five Thousand Two Hundred Twenty-Four and 33/100th Dollars ($5,224.33).

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COJ and LICENSEE covenant and agree as follows:

Licensee Site #:5000182291
Licensee Site Name: JSN North State Street
City Site: #25 / 235 Beasley Road / Beasley Rd

1. COJ and LICENSEE agree to modify LICENSEE's equipment as described on Amended Exhibit B-4, *LICENSEE's Site Equipment*, attached hereto and fully incorporated herein by reference.

2. Exhibit B-3 of the *Third Amendment to Antenna Site License Agreement* dated December 01, 2022, and any and all prior versions thereof, is deleted in its entirety and replaced with Amended Exhibit B-4, attached and incorporated herein fully by reference. All references to Exhibit B-3 and prior versions thereof in the Agreement are hereafter references to Amended Exhibit B-4, LICENSEE's Site Equipment.

3. LICENSEE's address for notices in Paragraph 20 of the Agreement is amended as follows:

To Licensee:
Alltel Corporation
d/b/a Verizon Wireless
Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, New Jersey 07920
MDG Location ID: 5000182291

4. COJ and LICENSEE each hereby warrant to the other that the person executing this Amendment on behalf of the warranting Party has the full right, power and authority to enter into and execute this Amendment on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

5. Except as specifically provided in this Amendment, the Agreement shall remain in full force and effect and shall continue to be binding upon, and enforceable against both parties in accordance with its terms. All covenants, terms and obligations of the Agreement not explicitly modified by this Amendment are hereby ratified and affirmed. The terms and provisions of this Amendment shall control in the event of any inconsistency or discrepancy between the Agreement and this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the date of execution by the last party to sign:

Licensor
City of Jackson

_____
Signature
Name: John Horhn
Title: Mayor, City of Jackson
Date: _____

Licensee
Alltel Corporation d/b/a Verizon Wireless

_____
Signature
Name: _____
Title: _____
Date: _____

Licensee Site #:5000182291
Licensee Site Name: JSN North State Street
City Site: #25 / 235 Beasley Road / Beasley Rd

AMENDED EXHIBIT B-4
LICENSEE'S SITE EQUIPMENT

Equipment to be installed on tower at 149' AGL Centerline:

- 6 Commscope NHH-65C-R2B antennas, or like kind @ 149' centerline;
- 3 Samsung MT6413-77A antennas, or like kind @ 149' centerline;
- 3 Samsung B2/B66A RRH-ORAN (RF4439d-25A), or like kind;
- 3 Samsung RF4461d-13A, or like kind;
- 1 Raycap 12-Circuit OVP box, or like kind;
- 1 12x24 cable, or like kind.

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DRAFT

Licensee Site #:5000182291
Licensee Site Name: JSN North State Street
City Site: #25 / 235 Beasley Road / Beasley Rd

EXHIBIT D

October 01, 2006 *Antenna Site License Agreement*

January 25, 2013 *First Amendment to Antenna Site License Agreement*

September 21, 2015 *Second Amendment Antenna Site License Agreement*

December 01, 2022 *Third Amendment Antenna Site License Agreement*

[Remainder of Page Intentionally Left Blank]

DRAFT

9

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FIFTH AMENDMENT TO MASTER AGREEMENT (GROUND LICENSE AGREEMENT AND ANTENNA SITE LICENSE AGREEMENT) WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS, TO AMEND THE AGREEMENT TO MODIFY THE EQUIPMENT, TO INCREASE THE RENT, AND TO MODIFY THE LICENSEE'S NOTICE ADDRESS LOCATED AT TOWER SITE #26 / KURT'S GYM / JSN JACKSON ZOO, 80 OUTER CIRCLE DRIVE

WHEREAS, the City of Jackson leases to Alltel Corporation d/b/a Verizon Wireless (Licensee) a portion of the City's property referred to as the **Site #26 / Kurt's Gym / Jackson Zoo, located at 80 Outer Circle Drive** in the City of Jackson, County of Hinds, Mississippi; and,

WHEREAS, the Department of Information Technology recommends that the governing authority authorize the Mayor to execute a *Fifth Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement)* with Alltel Corporation d/b/a Verizon Wireless for the purposes of modifying Licensee's equipment, increasing the rent, and to amend Licensee's notice address provision, the *Agreement* which is attached hereto and fully incorporated herein by reference; and,

WHEREAS, the City and Licensee entered into a *Master Agreement (Ground License Agreement and Antenna Site License Agreement)* dated March 01, 2006, as amended by that certain *First Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement)* dated January 25, 2013, as amended by that certain *Second Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement)* dated May 02, 2018, as amended by that certain *Third Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement)* dated December 01, 2022, and as amended by that certain *Fourth Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement)* dated October 29, 2025 (collectively, the "Agreement"), pursuant to which the COJ leases to LICENSEE a portion of COJ's property referred to as the **Site #26 / Kurt's Gym / Jackson Zoo, located at 80 Outer Circle Drive** in the City of Jackson, County of Hinds, Mississippi; and,

WHEREAS, Exhibit D-3 of the *Third Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement)* dated December 01, 2022 and any and all prior versions thereof, is deleted in its entirety and replaced with Amended Exhibit D-4, attached and incorporated herein fully by reference. All references to Exhibit D-3 and prior versions thereof in any *Agreement* are hereafter references to Amended Exhibit D-4, *Licensee's Site Equipment*:

- 6 Commscope JAHH-65C0R3B, or like kind @ 130' centerline;
- 3 Samsung MT6413-77A antennas, or like kind @ 130' centerline;
- 3 Samsung B2/B66A RRH ORAN (RF4439d-25A), or like kind;
- 3 Samsung B5/B13 RRH ORAN (RF4440d-13A), or like kind;
- 1 Raycap l2-circuit OVP box, or like kind;
- 12 Commscope CBC78T-DS-43 diplexers, or like kind; and,

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October 20, 2026
(Slater, Horhn)

- 2 12x24 hybrid cables

and the equipment is to be installed on tower at 130' AGL Centerline and Licensee ground equipment to be located within Licensee's existing Lease Area; and,

WHEREAS, the Department of Information Technology performed a structural analysis of the impact to the tower and determined that an increase in tower loading would result from replacement of the equipment, as consideration for Licensee's modified equipment, commencing on the first (1st) day of the month following installation of Licensee's modified equipment ("License Fee Increase Commencement Date"), or on December 01, 2026, whichever occurs first, the Monthly License Fee shall be Five Thousand Nine Hundred Twenty-Six and 75/100 Dollars ($5,926.75). The Parties agree to acknowledge the Rent Increase Commencement Date in writing; and,

WHEREAS, pursuant to Paragraph 2 of the *Agreement* dated October 29, 2025, the annual rental rate shall increase by four percent (4%) each April 1st over the rental rate in effect for the immediately preceding year. The annual rental rate for calendar year 2026 (prior to the rent increase associated with the tower loading modifications) is $66,441.00; and,

WHEREAS, the notices in Paragraph 20 of the March 01, 2006 *Agreement* is amended to reflect Licensee's requested address; and,

WHEREAS, except as expressly modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect; and,

> The COJ and Licensee each hereby warrant to the other that the person executing this Amendment on behalf of the warranting Party has the full right, power and authority to enter into and execute this Amendment on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.
>
> Except as specifically provided in this Amendment, the Agreement shall remain in full force and effect and shall continue to be binding upon, and enforceable against both parties in accordance with its terms. All covenants, terms and obligations of the Agreement not explicitly modified by this Amendment are hereby ratified and affirmed. The terms and provisions of this Amendment shall control in the event of any inconsistency or discrepancy between the Agreement and this Amendment[; and,]

WHEREAS, the governing authority has authority to amend the *Master Agreement (Ground License Agreement and Antenna Site License Agreement)* under Miss. Code Ann. § 21-17-5(1), which vests the care, management, and control of municipal property with its governing authorities and authorizes the governing authority to adopt an order concerning municipal affairs, property, and finance; and,

IT IS, THEREFORE, HEREBY ORDERED that the Mayor shall be authorized to execute the *Fifth Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement)* with Alltel Corporation d/b/a Verizon Wireless (Licensee) to modify Licensee's equipment, to increase the rent, and to amend Licensee's notice address provision.

Agenda Item: _____
Date:_____
By: Slater, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(SLATER/HORHN)
DATE 07.14.2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FIFTH AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS, TO AMEND THE EQUIPMENT LOCATED AT TOWER SITE #26 / KURT'S GYM / JSN JACKSON ZOO, 80 OUTER CIRCLE DR AND TO MODIFY THE LICENSEE'S NOTICE ADDRESS**
2.	**Purpose**	One (1) Amendment to Antenna Site License Agreement, located at 80 Outer Circle Dr (Site #26 – Kurt's Gym / JSN Jackson Zoo) between the City of Jackson and Alltel Corporation dba Verizon Wireless. Whereas, the Parties desire to amend the equipment and modify Licensee's notice address.
3.	**Who will be affected**	City of Jackson, Verizon Wireless, customers of Verizon Wireless
4.	**Benefits**	City will continue to receive revenue from agreement
5.	**Schedule (beginning date)**	Upon Council Approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Site #26 – Kurt's Gym / JSN Jackson Zoo, 80 Outer Circle Dr
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Department of Information Technology
8.	**COST**	No cost to city
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Not applicable
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

JACKSON
MISSISSIPPI
BUILDING A BETTER FUTURE TOGETHER

To: Mayor John Horhn

From: Nathan Slater, Director, Information Technology

Date: July 14, 2026

Re: Amendment Antenna Site License Agreement Site 26 – Kurt's Gym / JSN Jackson Zoo

The Order which accompanies this memorandum requests that the Council authorize the Mayor to execute a Fifth Amendment to the Antenna Site License Agreement with Alltel Corporation d/b/a Verizon Wireless. The amendment seeks to amend the equipment located at tower site #26 and to modify the Licensee's notice address.

ns/hp

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FIFTH AMENDMENT TO MASTER AGREEMENT (GROUND LICENSE AGREEMENT AND ANTENNA SITE LICENSE AGREEMENT) WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS, TO AMEND THE AGREEMENT TO MODIFY THE EQUIPMENT, TO INCREASE THE RENT, AND TO MODIFY THE LICENSEE'S NOTICE ADDRESS LOCATED AT TOWER SITE #26 / KURT'S GYM / JSN JACKSON ZOO, 80 OUTER CIRCLE DRIVE** is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure 12/7/26

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

Chelsea Chicosky, *Deputy City Attorney* Chelsea R Chicosky

Licensee Site #: 5000181208
Licensee Site Name: JSN Jackson Zoo
City Site: #26 / Kurt's Gym, 80 Outer Circle Dr.

FIFTH AMENDMENT TO MASTER AGREEMENT (GROUND LICENSE AGREEMENT AND ANTENNA SITE LICENSE AGREEMENT)

THIS Fifth Amendment to the Master Agreement (Ground License Agreement and Antenna Site License Agreement) ("Amendment") is entered into by and between **City of Jackson**, a Mississippi municipality ("CITY" or "COJ" or "LICENSOR"), with a mailing address of 2320 Riverside Drive, Jackson, Mississippi 39202 and **Alltel Corporation d/b/a Verizon Wireless** ("LICENSEE"), with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920.

RECITALS

The Parties recite, declare, and agree as follows:

WHEREAS, the City and Licensee entered into a *Master Agreement (Ground License Agreement and Antenna Site License Agreement)* dated March 01, 2006, as amended by that certain First Amendment to *Master Agreement (Ground License Agreement and Antenna Site License Agreement)* dated January 25, 2013, as amended by that certain *Second Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement)* dated May 02, 2018, as amended by that certain *Third Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement)* dated December 01, 2022, and as amended by that certain *Fourth Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement)* dated October 29, 2025 (collectively, the "Agreement"), pursuant to which the COJ leases to LICENSEE a portion of COJ's property referred to as the **Site #26 / Kurt's Gym, 80 Outer Circle Drive** in the City of Jackson, County of Hinds, Mississippi. The *Agreement* is attached hereto and incorporated herein by reference in the attached Exhibit and,

WHEREAS, the Parties desire to amend the *Agreement* to modify LICENSEE's equipment as set forth below; and,

WHEREAS, the COJ Department of Information Technology performed a structural analysis of the impact to the tower and determined that an increase in tower loading would result from replacement of the equipment; and,

WHEREAS, as a result of the tower load increase, the Parties desire to amend the *Agreement* to modify LICENSEE's monthly rent as set forth below. Both parties agree that the Monthly License Fee in effect as of September 01, 2026 is Five Thousand Five Hundred Thirty – Six and 75/100th Dollars ($5,536.75); and,

WHEREAS, the Parties desire to amend the *Agreement* to modify LICENSEE's notice address as set forth below.

Licensee Site #: 5000181208
Licensee Site Name: JSN Jackson Zoo
City Site: #26 / Kurt's Gym, 80 Outer Circle Dr.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COJ and LICENSEE covenant and agree as follows:

1. COJ and LICENSEE agree to modify LICENSEE's equipment as described on Amended Exhibit D-4, *Licensee's Site Equipment*, attached hereto and fully incorporated herein by reference.

2. Exhibit D-3 of the *Third Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement)* dated December 01, 2022 is deleted in its entirety and replaced with Amended Exhibit D-4 *Licensee's Site Equipment*, attached. All references to Exhibit D-3, and any and all prior versions thereof, are hereafter references to Amended Exhibit D-4 *Licensee's Site Equipment.*

3. Commencing on the first (1st) day of the month following installation of LICENSEE's modified equipment ("License Fee Increase Commencement Date"), or on December 01, 2026, whichever occurs first, the Monthly License Fee shall be Five Thousand Nine Hundred Twenty-Six and 75/100 Dollars ($5,926.75). The Parties agree to acknowledge the Rent Increase Commencement Date in writing.

4. Pursuant to Paragraph 2 of the *Fourth Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement)* dated October 29, 2025, the annual rental rate shall increase by four percent (4%) each April 1st over the rental rate in effect for the immediately preceding year. The annual rental rate for calendar year 2026 (prior to the rent increase associated with the tower loading modifications) is $66,441.00.

5. LICENSEE's address for notices in Paragraph 20 of the March 01, 2006 *Agreement* is amended as follows:

   To Licensee: Alltel Corporation
   d/b/a Verizon Wireless
   Basking Ridge Mail Hub
   Attn: Legal Intake
   One Verizon Way
   Basking Ridge, New Jersey 07920
   MDG Location ID: 5000181208

6. The COJ and LICENSEE each hereby warrant to the other that the person executing this Amendment on behalf of the warranting Party has the full right, power and authority to enter into and execute this Amendment on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

7. Except as specifically provided in this Amendment, the Agreement shall remain in full force and effect and shall continue to be binding upon, and enforceable against both parties in accordance with its terms. All covenants, terms and obligations of the Agreement

Licensee Site #: 5000181208
Licensee Site Name: JSN Jackson Zoo
City Site: #26 / Kurt's Gym, 80 Outer Circle Dr.

not explicitly modified by this Amendment are hereby ratified and affirmed. The terms and provisions of this Amendment shall control in the event of any inconsistency or discrepancy between the Agreement and this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the date of execution by the last party to sign:

Licensor	Licensee
City of Jackson	Alltel Corporation d/b/a Verizon Wireless
_____	_____
Signature	Signature
Name: John Horhn	Name: _____
Title: Mayor, City of Jackson	Title: _____
Date: 10.20.2026	Date: _____

Licensee Site #: 5000181208
Licensee Site Name: JSN Jackson Zoo
City Site: #26 / Kurt's Gym, 80 Outer Circle Dr.

AMENDED EXHIBIT D-4
LICENSEE'S SITE EQUIPMENT

Equipment to be installed on tower at 130' AGL Centerline:

- 6 Commscope JAHH-65C0R3B, or like kind @ 130'centerline;
- 3 Samsung MT6413-77A antennas, or like kind @ 130'centerline;
- 3 Samsung B2/B66A RRH ORAN (RF4439d-25A), or like kind;
- 3 Samsung B5/B13 RRH ORAN (RF4440d-13A), or like kind;
- 1 Raycap 12-circuit OVP box, or like kind;
- 12 Commscope CBC78T-DS-43 diplexers, or like kind; and
- 2 12x24 hybrid cables

LICENSEE ground equipment to be located within LICENSEE's existing Lease Area

[Remainder of page intentionally left blank]

Licensee Site #: 5000181208
Licensee Site Name: JSN Jackson Zoo
City Site: #26 / Kurt's Gym, 80 Outer Circle Dr.

EXHIBIT

March 01, 2006 *Master Agreement*
(Ground License Agreement and Antenna Site License Agreement)

January 25, 2013 *First Amendment to Master Agreement*
(Ground License Agreement and Antenna Site License Agreement)

May 02, 2018 *Second Amendment to Master Agreement*
(Ground License Agreement and Antenna Site License Agreement)

December 01, 2022 *Third Amendment to Master Agreement*
(Ground License Agreement and Antenna Site License Agreement)

October 29, 2025 *Fourth Amendment to Master Agreement*
(Ground License Agreement and Antenna Site License Agreement)

[attached]

[Remainder of page intentionally left blank]

10

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FIFTH AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS TO MODIFY THE EQUIPMENT LOCATED, INCREASE THE RENT, EXTEND THE TERM, AND MODIFY LICENSEE'S NOTICE ADDRESS PROVISION AT TOWER SITE #4 / FIRE STATION 7, 104 W. NORTHSIDE DRIVE

WHEREAS, the City of Jackson leases to Alltel Corporation d/b/a Verizon Wireless (Licensee) a portion of the City's property referred to as the **Site #4 / Fire Station 7, located at 104 W. Northside Drive,** in the City of Jackson, County of Hinds, Mississippi; and,

WHEREAS, the Department of Information Technology recommends that the governing authority authorize the Mayor to execute a *Fifth Amendment to Antenna Site License Agreement* with Alltel Corporation d/b/a Verizon Wireless for the purposes of modifying the Licensee's equipment, modifying the monthly rent, extending the term, and amending Licensee's notice address provision, the *Agreement* which is attached hereto and fully incorporated herein by reference; and,

WHEREAS, the City and Licensee's predecessor in interest entered into an *Antenna Site License Agreement* dated February 15, 2005, as amended by that certain *First Amendment to Antenna Site License Agreement* dated January 11, 2012, as amended by that certain *Second Amendment to Antenna Site License Agreement* dated September 21, 2015, as amended by that certain *Third Amendment to Antenna Site License Agreement* dated May 02, 2018, and as amended by that certain *Fourth Amendment to Antenna Site License Agreement* dated December 01, 2022 (collectively, the "Agreement"), pursuant to which the COJ leases to Licensee a portion of COJ's property referred to as **Site #4 / Fire Station 7, 104 W. Northside Drive** in the City of Jackson, County of Hinds, Mississippi and,

WHEREAS, the Parties agree to modify the Licensee's equipment set forth in Amended Exhibit B-5, *Licensee's Site Equipment*, attached hereto and fully incorporated herein by reference. Exhibit B-4 of the *Fourth Amendment to Antenna Site License Agreement* dated December 01, 2022, and any and all prior versions thereof, is deleted in its entirety and replaced with Amended Exhibit B-5, *Licensee's Site Equipment*. All references to Exhibit B-4 and prior versions thereof in any Agreement are hereafter references to Amended Exhibit B-5, *Licensee's Site Equipment*:

- 6 Commscope NHH-65C-R2B antennas, or like kind @ 161'centerline;
- 3 Samsung MT6413-77A antennas, or like kind @ 161'centerline;
- 3 Samsung B2/B66A RRH ORAN (RF4439d-25A), or like kind;
- 3 Samsung B5/B13 RRH ORAN (RF440d-13A), or like kind;
- 1 Raycap 12-circuit OVP box, or like kind;
- 1 12x24 hybrid cable; and
- 2 6xl2 hybrid cables;

at 161' AGL Centerline. Licensee ground equipment to be located within Licensee's Lease Area; and,

WHEREAS, notwithstanding the expiration of the *Agreement* on December 31, 2024, the parties acknowledge and ratify the *Agreement* in its entirety and agree that the *Agreement* has remained

Agenda Item # 10
October 20, 2026
(Slater, Horhn)

continuously in full force and effect without interruption. All actions taken, obligations performed, and payments made by either party following December 31, 2024, are hereby ratified, confirmed, and deemed to have been taken pursuant to the *Agreement*. The parties further agree that the current renewal term commenced on January 01, 2025, and shall continue through December 31, 2029. Thereafter, the *Agreement* shall automatically renew for three (3) additional renewal terms of five (5) years each unless LICENSEE provides LICENSOR with written notice of its intent to terminate at least three (3) months prior to the expiration of the then-current term. Rent payments during any renewal term shall continue to escalate in accordance with Paragraph 4(a) of the February 15, 2005 *Agreement*; and,

WHEREAS, commencing on the first (1st) day of the month following installation of LICENSEE's modified equipment or December 01, 2026 or whichever occurs first, the Monthly License Fee shall increase to Six Thousand Two Hundred Seventy-Three and 53/100th Dollars ($6,273.53). The Parties agree to acknowledge the License Fee Increase Commencement Date in writing; and,

WHEREAS, the notice provision in Paragraph 20 of the Antenna Site License *Agreement* dated February 15, 2005 is amended to reflect Licensee's requested address; and,

WHEREAS, except as expressly modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect; and,

> The COJ and Licensee each hereby warrant to the other that the person executing this Amendment on behalf of the warranting Party has the full right, power and authority to enter into and execute this Amendment on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.
>
> Except as specifically provided in this Amendment, the Agreement shall remain in full force and effect and shall continue to be binding upon, and enforceable against both parties in accordance with its terms. All covenants, terms and obligations of the Agreement not explicitly modified by this Amendment are hereby ratified and affirmed. The terms and provisions of this Amendment shall control in the event of any inconsistency or discrepancy between the Agreement and this Amendment[; and,]

WHEREAS, the governing authority has authority to amend the *Agreement* under Miss. Code Ann. § 21-17-5(1), which vests the care, management, and control of municipal property with its governing authorities and authorizes the governing authority to adopt an order concerning municipal affairs, property, and finance.

IT IS, THEREFORE, HEREBY ORDERED that the Mayor shall be authorized to execute the *Fifth Amendment to Antenna Site License Agreement* to modify the Licensee's equipment, increase the rent, extend the term, and to amend Licensee's notice address provision.

Agenda Item: _____

Date:_____

By: Slater, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(SLATER/HORHN)
DATE 08.31.2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FIFTH AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS TO MODIFY THE EQUIPMENT LOCATED AT TOWER SITE #4 / FIRE STATION 7, 104 W. NORTHSIDE DR, EXTEND THE TERM AND TO MODIFY LICENSEE'S NOTICE ADDRESS**
2.	**Purpose**	One (1) Amendment to Antenna Site License Agreement, located at 104 W. Northside Dr (Site #4) between the City of Jackson and Alltel Corporation dba Verizon Wireless. Whereas, the Parties desire to amend the equipment, extend the term and modify Licensee's notice address.
3.	**Who will be affected**	City of Jackson, Verizon Wireless, customers of Verizon Wireless
4.	**Benefits**	City will continue to receive revenue from agreement
5.	**Schedule (beginning date)**	Upon Council Approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Site #4 – FS 7, 104 W. Northside Dr
7.	**Action implemented by:** ▪ **City Department** ▪ **Consultant**	Department of Information Technology
8.	**COST**	No cost to city
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Not applicable
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

JACKSON
MISSISSIPPI
BUILDING A BETTER FUTURE TOGETHER

To: Mayor John Horhn

From: Nathan Slater, Director, Information Technology

Date: August 31, 2026

Re: Amendment Antenna Site License Agreement Site 4 – FS 7 – 104 W. Northside Dr

---

The Order which accompanies this memorandum requests that the Council authorize the Mayor to execute a Fifth Amendment to the Antenna Site License Agreement with Alltel Corporation d/b/a Verizon Wireless. The amendment seeks to amend the equipment located at tower site #4, extend the term and to modify the Licensee's notice address.

ns/hp

1 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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FIFTH AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS TO MODIFY THE EQUIPMENT LOCATED, INCREASE THE RENT, EXTEND THE TERM, AND MODIFY LICENSEE'S NOTICE ADDRESS PROVISION AT TOWER SITE #4 / FIRE STATION 7, 104 W. NORTHSIDE DRIVE** 1 is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure 10/5/2026

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

Chelsea Chicosky, *Deputy City Attorney* Chelsea Chicosky 10/07/26

Licensee Site #:5000182725
Licensee Site Name: JSN Eubanks Creek
City Site: #4 / FS 7 /104 Northside Drive

FIFTH AMENDMENT
TO
ANTENNA SITE LICENSE AGREEMENT

THIS Fifth Amendment to Antenna Site License Agreement ("Amendment") is entered into by and between **City of Jackson,** a Mississippi municipality ("CITY" or "COJ" or "LICENSOR"), with a mailing address of 2320 Riverside Drive, Jackson, Mississippi 39202 and **Alltel Corporation d/b/a Verizon Wireless** ("LICENSEE"), with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920.

RECITALS

The Parties recite, declare, and agree as follows:

WHEREAS, the City and Licensee's predecessor in interest entered into an *Antenna Site License Agreement* dated February 15, 2005, as amended by that certain *First Amendment to Antenna Site License Agreement* dated January 11, 2012, as amended by that certain *Second Amendment to Antenna Site License Agreement* dated September 21, 2015, as amended by that certain *Third Amendment to Antenna Site License Agreement* dated May 2, 2018, and as amended by that certain *Fourth Amendment to Antenna Site License Agreement* dated December 1, 2022 (collectively, the "Agreement"), pursuant to which the COJ leases to LICENSEE a portion of COJ's property referred to as **Site #4 / FS 7** located at **104 Northside Drive** in the City of Jackson, County of Hinds, Mississippi; and,

WHEREAS, the Parties desire to amend the *Agreement* to modify LICENSEE's equipment as set forth below.

WHEREAS, the COJ Department of Information Technology conducted or performed a structural analysis of the impact to the tower and determined that a rent increase in tower loading would result from replacement of the equipment;

WHEREAS, the Parties desire to amend the *Agreement* to extend the term of the *Agreement* as set forth below;

WHEREAS, as a result of the tower load increase, the Parties desire to amend the *Agreement* to modify LICENSEE's monthly rent as set forth below. Both parties agree that the Monthly License Fee in effect as of December 01, 2025 is Five Thousand Seven Hundred Ninety and 53/100th Dollars ($5,790.53).

WHEREAS, the Parties desire to amend the Agreement to modify LICENSEE's notice address as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COJ and LICENSEE covenant and agree as follows:

Licensee Site #:5000182725
Licensee Site Name: JSN Eubanks Creek
City Site: #4 / FS 7 /104 Northside Drive

6. Except as specifically provided in this Amendment, the Agreement shall remain in full force and effect and shall continue to be binding upon, and enforceable against both parties in accordance with its terms. All covenants, terms and obligations of the Agreement not explicitly modified by this Amendment are hereby ratified and affirmed. The terms and provisions of this Amendment shall control in the event of any inconsistency or discrepancy between the Agreement and this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the date of execution by the last party to sign:

Licensor City of Jackson	Licensee Alltel Corporation d/b/a Verizon Wireless
_____	_____
Signature	Signature
Name: John Horhn	Name: _____
Title: Mayor, City of Jackson	Title: _____
Date: 10.20.2026	Date: _____

Licensee Site #:5000182725
Licensee Site Name: JSN Eubanks Creek
City Site: #4 / FS 7 /104 Northside Drive

EXHIBIT

February 15, 2002 *Antenna Site License Agreement*

January 11, 2012 *First Amendment to Antenna Site License Agreement*

September 21, 2015 *Second Amendment Antenna Site License Agreement*

May 2, 2018 *Third Amendment Antenna Site License Agreement*

December 1, 2022 *Fourth Amendment Antenna Site License Agreement*

[attached]

[Remainder of page intentionally left black]

11

ORDER ACCEPTING CLAIM SETTLEMENT PAYMENT OF $520,773.48 FROM LORDS OF LONDON INSURANCE COMPANY, ET.AL. FOR PROPERTY DAMAGE AND $96,622.56 FOR CONTENTS/TOOLS DAMAGE FOR JACKSON FIRE DEPARTMENT MAINTENANCE GARAGE LOCATED AT 303 OAKDALE STREET.

WHEREAS, on or about October 19, 2024 the City of Jackson Fire Department maintenance garage located at 303 Oakdale Street, Jackson, Mississippi had a fire that caused damage to a building and also contents; and

WHEREAS, the building and contents were covered by a policy of insurance underwritten by Lords of London; and

WHEREAS, Lords of London hired Engle Martin & Associates to provide services related to adjusting for the reported loss; and

WHEREAS, Engle Martin & Associates hired LFG Building Consultants of Mobile, Alabama to inspect the damage; and

WHEREAS, LFG Building performed a visual inspection of the site on December 5, 2024 and provided a report concerning the value of the loss to the building structure and the contents; and

WHEREAS, a Statement of Loss was prepared by Kellen Maurer of Engle Martin indicating that the loss of the building was $658,040.00; and

WHEREAS, the City of Jackson's deductible for the building is reported on the Statement of Loss as $100,000.00; and

WHEREAS, the recoverable depreciation was reported as $37,267.50; and

WHEREAS, after deducting the deductible and recoverable depreciation, the amount Lords of London has agreed to tender for the damage to the building is $520,773.48; and

WHEREAS, the Statement of Loss also indicated that the loss to personal property or contents of the building was $125,722.43; and

WHEREAS, the recoverable depreciation was reported as $29,099.87; and

WHEREAS, after deducting the depreciation, the amount Lords of London agreed to tender for damage to personal property is $96,622.56; and

WHEREAS, the inventory of the contents damaged accompanies this order and is incorporated herein as if fully reprinted; and

WHEREAS, the Department of Public Works obtained a preliminary estimate for the repairs and represented that the sum of $520,773.48 is sufficient to repair the building; and

WHEREAS, the Chief of the Fire Department represented that the sum of $96,622.56 is sufficient to provide equivalent replacements for the personal property damaged; and

WHEREAS, the best interest of the City of Jackson would be served by accepting the sums aforementioned from Lords of London for the building and personal property loss.

Agenda Item # 11
October 20, 2026
(D.Martin, Horhn)

IT IS HEREBY ORDERED by the City Council for the City of Jackson, Mississippi, that the Mayor and City Attorney are authorized to accept from Lords of London the sum of $520,773.48 in settlement of the City of Jackson's claim for real property damage.

IT IS HEREBY ORDERED by the City Council for the City of Jackson, Mississippi, that the Mayor and City Attorney are authorized to accept from Lords of London the sum of $96,622.56 in settlement of the City of Jackson's claim for personal property damaged.

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute documents presented by Lords of London which are necessary for the receipt and disbursement of the loss settlements described in this order.

HORHN, MARTIN

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/12/2026
DATE

	POINTS	COMMENTS
1.	1. **Brief Description/Purpose**	Acceptance of real property and personal property damage arising out of fire at Fire Department Maintenance Garage in October 2024
2.	**Public Policy Initiative** 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	No public policy initiative implicated directly but recovering for damage will support life safety
3.	**Who will be affected**	City of Jackson, underwriter, personnel at Jackson Fire Department, public generally
4.	**Benefits**	Compensates City for loss to property
5.	**Schedule (beginning date)**	Undetermined but payment to be tendered upon Council approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Not a project located in a particular ward – settlement of property damage claim
7.	**Action implemented by:** ▪ **City Department** ☑ ▪ **Consultant** ☐	Office of the City Attorney
8.	**COST**	No cost to be paid by the City. City will receive $520,773.48 for loss of real property and $96,622.56 for personal property loss
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Not applicable
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 2-16

MEMO

TO: **John Horhn, Mayor**

FROM: **Drew Martin, City Attorney**

DATE: **October 12, 2026**

RE: **Order Accepting Claim Settlement Payment of $520,773.48 From Lords of London Insurance Company, et.al. for Property Damage and $96,622.56 for Contents/Tools Damage for Jackson Fire Department Maintenance Garage Located at 303 Oakdale Street.**

The Order which accompanies this memorandum requests that the governing authorities approve the acceptance of the sum of $520,773.48 for real property damage and $96,622.56 for personal property damage as a result of a fire which arose on October 19, 2024 and the Jackson Fire Department Maintenance Garage.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING CLAIM SETTLEMENT PAYMENT OF $520,773.48 FROM LORDS OF LONDON INSURANCE COMPANY, ET.AL. FOR PROPERTY DAMAGE AND $96,622.56 FOR CONTENTS/TOOLS DAMAGE FOR JACKSON FIRE DEPARTMENT MAINTENANCE GARAGE LOCATED AT 303 OAKDALE STREET** is legally sufficient for placement in NOVUS Agenda.

10/13/26

Drew Martin, *City Attorney* — **DATE**
Sondra Moncure, *Special Assistant*
Carrie Johnson, *Deputy City Attorney*

ENGLE MARTIN & ASSOCIATES
Adjusters & Claims Administrators

STATEMENT OF LOSS

Insured:	**City of Jackson**
Claim Number:	**AP01067A24A2**
Policy Number:	B1230AP01067A24
Date of Loss:	October 19, 2024
Nature of Loss	Fire
Location of Loss:	303 Oakdale Street, Jackson, MS 39201
EMA Number:	**1000530248**

Coverage & Detail	Itemization	Loss	Claim
Building:			
LFG Draft Estimate	$ 658,040.98		
Replacement Cost Loss	**$ 658,040.98**	**$ 658,040.98**	
Deductible	$ (100,000.00)		
Recoverable Depreciation	$ (37,267.50)		
Actual Cash Value Claim	**$ 520,773.48**		**$ 520,773.48**
Prior Building Payment			$ -
Net Building Owed			**$ 520,773.48**
Business Personal Property			
Bingham Services Valuation	**$ 125,722.43**	**$ 125,722.43**	
Recoverable Depreciation	$ (29,099.87)		
Actual Cash Value BPP	**$ 96,622.56**		**$ 96,622.56**
Prior BPP Payment			$ -
Building and Business Income Owed			**$ 617,396.04**

September 25, 2025- Prepared by Kellen Maurer of Engle Martin

$25,000,000.00
AMOUNT OF POLICY AT TIME OF LOSS

08/15/24
ISSUED

08/15/25
EXPIRES

AP01067A24A2

SWORN STATEMENT IN PROOF OF LOSS TO THE

Amwins Global Risks

Underwriters Subscribing to Policy AP01067A24A1

of **London**

At time of loss, by the above indicated policy of insurance our insured

City of Jackson

against loss by **All Risk** to the property described under the above policy, according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

TIME AND ORIGIN	A **Fire** loss occurred on the **19th day of October, 2024** The cause and origin of the said loss were: **Fire**	
OCCUPANCY	The building described, or containing the property described, was occupied at the time of loss as follows, and for no other purpose whatever: **maintenance/fire department garage**	
TITLE AND INTEREST	At the time of the loss the interest of your insured in the property described therein was: **OWNER** No other person had any interest therein or encumbrance thereon, except: **None Known**	
CHANGES	Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: **None Known**	
TOTAL INSURANCE	THE TOTAL AMOUNT OF INSURANCE upon the property described by this policy was, at the time of the loss, **TBD** as more particularly specified in the apportionment attached under the policy besides which there was no policy or other contract of insurance, written or oral, valid or invalid.	
VALUE	THE ACTUAL CASH VALUE OF said property at the time of loss was	**Not Agreed**
LOSS	THE WHOLE LOSS AND DAMAGE was	**TBD**
DEDUCTIBLE	Less the APPLICABLE DEDUCTIBLE	**$ (100,000.00)**
DEPRECIATION:	Less WITHHELD RECOVERABLE DEPRECIATION	**$ (29,099.87)**
AMOUNT CLAIMED	THE AMOUNT CLAIMED under the above numbered policy as BPP is	**$ 96,622.56**

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

Fraud Warning: It is a crime to provide falso or misleading information to an insurer for the purpose of defrauding the insurer of any other person. Penalties include imprisonment and/or fines. In additiona, an insurer may deny insurance benfits if false information materially related to a claim was provided by the applicant.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

State of _____

County of _____

X _____

City of Jackson

Subscribed and sworn to before me this _____ day of _____ 20_____

_____ Notary Public

$25,000,000.00
AMOUNT OF POLICY AT TIME OF LOSS

08/15/24
ISSUED

08/15/25
EXPIRES

AP01067A24A2

SWORN STATEMENT IN PROOF OF LOSS

TO THE

Amwins Global Risks

Underwriters Subscribing to Policy AP01067A24A1

of London

At time of loss, by the above indicated policy of insurance our insured

City of Jackson

against loss by All Risk to the property described under the above policy, according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

TIME AND ORIGIN A Fire loss occurred on the 19th day of October, 2024
The cause and origin of the said loss were: Fire

OCCUPANCY The building described, or containing the property described, was occupied at the time of loss as follows, and for no other purpose whatever: maintenance/fire department garage

TITLE AND INTEREST At the time of the loss the interest of your insured in the property described therein was: OWNER
No other person had any interest therein or encumbrance thereon, except: None Known

CHANGES Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: None Known

TOTAL INSURANCE THE TOTAL AMOUNT OF INSURANCE upon the property described by this policy was, at the time of the loss, TBD as more particularly specified in the apportionment attached under the policy besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

VALUE	THE ACTUAL CASH VALUE OF said property at the time of loss was	Not Agreed
LOSS	THE WHOLE LOSS AND DAMAGE was	TBD
DEDUCTIBLE	Less the APPLICABLE DEDUCTIBLE	$ (100,000.00)
DEPRECIATION:	Less WITHHELD RECOVERABLE DEPRECIATION	$ (37,267.50)
AMOUNT CLAIMED	THE AMOUNT CLAIMED under the above numbered policy for building coverage is	$ 520,773.48

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

Fraud Warning: It is a crime to provide falso or misleading information to an insurer for the purpose of defrauding the insurer of any other person. Penalties include imprisonment and/or fines. In additiona, an insurer may deny insurance benfits if falsc information materially related to a claim was provided by the applicant.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

State of _____
County of _____

X _____
City of Jackson

Subscribed and sworn to before me this _____ day of _____ 20_____

_____ Notary Public

RECAPITULATION

Item Description	BSI Est RCV	BSI Est ACV
I. Damaged Furniture, Fixtures, and Equipment	$ 125,722.43	$ 96,622.56
Damaged Business Personal Property Total	$ 125,722.43 RCV	$ 96,622.56 ACV
Overall Business Personal Property Total	$ 125,722.43 RCV	$ 96,622.56 ACV

BINGHAM SERVICES INC.

INVENTORY OF CONTENTS - DAMAGED

TR#	LOCATION	ITEM DESCRIPTION	MANUF	PART#/MOD#	MEAS	QTY	CONT TYPE	UNIT LANDED RCV	RCV EXT	BSI EST ACV	ACV EXT	PRICE SOURCE	*	
1	WORK BAYS	FILE CABINET VERTICAL			20X28X50	1	F	$ 219.32	$ 219.32	$ 153.52	$ 153.52	WEBSITE	X	X
2	WORK BAYS	METAL BOOK SHELF 7-TIER			37X14X82	3	F	$ 415.36	$ 1,246.07	$ 290.75	$ 872.25	WEBSITE	X	X
3	WORK BAYS	WELDER	MILLER			1	T	$ 1,015.20	$ 1,015.20	$ 812.16	$ 812.16	WEBSITE	X	X
4	WORK BAYS	ACETYLINE TANK	UNION CARBIDE			1	PS	$ 539.99	$ 539.99	$ 539.99	$ 539.99	WEBSITE	X	X
5	WORK BAYS	WIRE BRUSH WOOD HANDLE			6"	1	T	$ 6.46	$ 6.46	$ 5.17	$ 5.17	WEBSITE	X	X
6	WORK BAYS	GAS TANK	NATURAL GAS CO. INC.			1	PS	$ 123.77	$ 123.77	$ 123.77	$ 123.77	WEBSITE	X	X
7	WORK BAYS	LAWN MOWER	REDMAX	CZT54	54"	1	T	$ 4,318.92	$ 4,318.92	$ 3,455.14	$ 3,455.14	WEBSITE	X	X
8	WORK BAYS	SHOP LIGHT 2-LIGHT	DEWALT		42"	1	T	$ 57.65	$ 57.65	$ 46.12	$ 46.12	WEBSITE	X	X
9	WORK BAYS	WOODEN CRATE CUSTOM				1	F	$ 108.00	$ 108.00	$ 75.60	$ 75.60	BSI ESTIMATE	X	X
10	WORK BAYS	CAR RIM			16"	5	PS	$ 103.67	$ 518.35	$ 103.67	$ 518.35	WEBSITE	X	X
11	WORK BAYS	WD-40/LUBRICANT	WD-40		16OZ	17	PS	$ 8.83	$ 150.18	$ 8.83	$ 150.18	WEBSITE	X	X
12	WORK BAYS	TIRE MACHINE	AMCO			1	T	$ 1,841.63	$ 1,841.63	$ 1,473.30	$ 1,473.30	WEBSITE	X	X
13	WORK BAYS	WASHING MACHINE				1	KLE	$ 537.84	$ 537.84	$ 322.70	$ 322.70	WEBSITE	X	X
14	WORK BAYS	WELDING BENCH METAL			44X21X20	1	F	$ 161.99	$ 161.99	$ 113.39	$ 113.39	WEBSITE	X	X
15	WORK BAYS	FIRE EXTINGUISHER	ABC		20LB	1	PS	$ 190.08	$ 190.08	$ 190.08	$ 190.08	WEBSITE	X	X
16	WORK BAYS	A/C MACHINE	ROBIN AIR			1	T	$ 6,721.68	$ 6,721.68	$ 5,377.34	$ 5,377.34	WEBSITE	X	X
17	WORK BAYS	DRILL PRESS	POWERMATIC COMPAN	1153192		1	T	$ 2,159.99	$ 2,159.99	$ 1,727.99	$ 1,727.99	WEBSITE	X	X
18	WORK BAYS	PEDASTOOL GRINDER		0634L		1	T	$ 86.38	$ 86.38	$ 69.10	$ 69.10	WEBSITE	X	X
19	WORK BAYS	ROLLING OVERHEAD ENGINE CRANE			12'X12'	1	T	$ 1,102.56	$ 1,102.56	$ 882.05	$ 882.05	WEBSITE	X	X
20	WORK BAYS	ENGINE HOIST ROLLING				1	T	$ 632.95	$ 632.95	$ 506.36	$ 506.36	WEBSITE	X	X
21	WORK BAYS	AIR MACHINE	MAKO			2	T	$ 495.72	$ 991.44	$ 396.58	$ 793.15	WEBSITE	X	X
22	WORK BAYS	FILE CABINET VERTICAL 3-DRAWER			25X23X33	1	F	$ 118.79	$ 118.79	$ 83.15	$ 83.15	WEBSITE	X	X
23	WORK BAYS	PRESSURE WASHER				1	T	$ 360.55	$ 360.55	$ 288.44	$ 288.44	WEBSITE	X	X
24	WORK BAYS	AIR HOSE			20'	1	PS	$ 68.15	$ 68.15	$ 68.15	$ 68.15	WEBSITE	X	X
25	WORK BAYS	MIG WELDER (BLACK LABEL)				1	T	$ 215.95	$ 215.95	$ 172.76	$ 172.76	WEBSITE	X	X
26	WORK BAYS	PLASMA CUTTER				1	T	$ 442.37	$ 442.37	$ 353.89	$ 353.89	WEBSITE	X	X
27	WORK BAYS	CUTSOM BENCH				1	F	$ 54.00	$ 54.00	$ 37.80	$ 37.80	BSI ESTIMATE	X	X
28	WORK BAYS	BAND SAW			48"	1	T	$ 1,510.92	$ 1,510.92	$ 1,208.74	$ 1,208.74	WEBSITE	X	X
29	WORK BAYS	WELDING LEAD			6'	2	PS	$ 30.19	$ 60.37	$ 30.19	$ 60.37	WEBSITE	X	X
30	WORK BAYS	BAND SAW W/ OIL PAN			48"	1	T	$ 1,510.92	$ 1,510.92	$ 1,208.74	$ 1,208.74	WEBSITE	X	X
31	WORK BAYS	CIRCLE FAN ROLLING			46"	1	T	$ 724.15	$ 724.15	$ 579.32	$ 579.32	WEBSITE	X	X
32	WORK BAYS	TABLE VISE	WILTON		8"	1	T	$ 363.57	$ 363.57	$ 290.86	$ 290.86	WEBSITE	X	X
33	WORK BAYS	TRASH CAN	RUBBERMAID		55GAL	2	PS	$ 73.41	$ 146.82	$ 73.41	$ 146.82	WEBSITE	X	X
34	WORK BAYS	CAULK GUN METAL				1	T	$ 19.42	$ 19.42	$ 15.53	$ 15.53	WEBSITE	X	X
35	WORK BAYS	BENCH GRINDER 2 BLADES	SUN INTERNATIONAL		8"	1	T	$ 93.96	$ 93.96	$ 75.17	$ 75.17	WEBSITE	X	X
36	WORK BAYS	BOTTLE JACK			10TON	4	T	$ 40.54	$ 162.17	$ 32.43	$ 129.74	WEBSITE	X	X
37	WORK BAYS	FAN	PORT-A-COOL		36X60	1	PS	$ 3,239.99	$ 3,239.99	$ 3,239.99	$ 3,239.99	WEBSITE	X	X
38	WORK BAYS	PAINT GUN	BINKS MFD CO.	MODEL 7		1	T	$ 431.99	$ 431.99	$ 345.59	$ 345.59	WEBSITE	X	X
39	WORK BAYS	ROLLING CREEPER				1	PS	$ 43.18	$ 43.18	$ 43.18	$ 43.18	WEBSITE	X	X
40	WORK BAYS	UNDERHOIST STAND EXTENDABLE			48"	2	T	$ 88.42	$ 176.84	$ 70.74	$ 141.47	WEBSITE	X	X
41	WORK BAYS	ENGINE STAND ROLLING 3 WHEELS				1	PS	$ 98.95	$ 98.95	$ 98.95	$ 98.95	WEBSITE	X	X
42	WORK BAYS	METAL STEP LADDER 3-STEP	COSCO			1	PS	$ 49.67	$ 49.67	$ 49.67	$ 49.67	WEBSITE	X	X
43	WORK BAYS	TRASH CAN CADDY CIRCULAR				1	PS	$ 23.21	$ 23.21	$ 23.21	$ 23.21	WEBSITE	X	X
44	WORK BAYS	JACK STAND METAL			12"	1	T	$ 119.66	$ 119.66	$ 95.73	$ 95.73	WEBSITE	X	X
45	WORK BAYS	AIR HOSE			50'	1	PS	$ 39.19	$ 39.19	$ 39.19	$ 39.19	WEBSITE	X	X
46	WORK BAYS	EXTENSION CORD			25'	1	PS	$ 15.09	$ 15.09	$ 15.09	$ 15.09	WEBSITE	X	X
47	WORK BAYS	FILE CABINET VERTICAL 4-DRAWER			18X28XS2	1	F	$ 161.99	$ 161.99	$ 113.39	$ 113.39	WEBSITE	X	X
48	WORK BAYS	3 LOCKER SET			54X21X72	1	F	$ 447.54	$ 447.54	$ 313.28	$ 313.28	WEBSITE	X	X
49	WORK BAYS	WORK BENCH WOODEN			62X35X32	1	F	$ 268.92	$ 268.92	$ 188.24	$ 188.24	WEBSITE	X	X
50	WORK BAYS	ROLL AROUND CREEPER SEAT				1	PS	$ 53.31	$ 53.31	$ 53.31	$ 53.31	WEBSITE	X	X
51	WORK BAYS	WATER PUMP GAS PUMP				1	T	$ 279.72	$ 279.72	$ 223.78	$ 223.78	WEBSITE	X	X
52	WORK BAYS	CUSTOM METAL SHELF WOOD PLATFORM				1	F	$ 318.36	$ 318.36	$ 222.85	$ 222.85	WEBSITE	X	X
53	WORK BAYS	PRESSURE WASHER W/ NOZEL AND HOSE				1	T	$ 360.55	$ 360.55	$ 288.44	$ 288.44	WEBSITE	X	X
54	WORK BAYS	OIL DRAIN PAN STANDING CIRCULAR				1	PS	$ 176.85	$ 176.85	$ 176.85	$ 176.85	WEBSITE	X	X
55	WORK BAYS	TOOL BOX 10 DRAWER	SNAP-ON		54X24X38	1	T	$ 753.84	$ 753.84	$ 603.07	$ 603.07	WEBSITE	X	X
56	WORK BAYS	CUSTOM WOOD TABLE /W METAL TOP 2-TIER 4-DRAWER			14'X36"X36"	2	F	$ 1,996.92	$ 3,993.84	$ 1,397.84	$ 2,795.69	WEBSITE	X	X
57	WORK BAYS	METAL CHAIN			25'	1	T	$ 54.00	$ 54.00	$ 43.20	$ 43.20	WEBSITE	X	X
58	WORK BAYS	WRENCH SET 14 PC	CRAFTSMAN			1	T	$ 29.15	$ 29.15	$ 23.32	$ 23.32	WEBSITE	X	X
59	WORK BAYS	WRENCH SET 10 PC	CRAFTSMAN			1	T	$ 27.52	$ 27.52	$ 22.01	$ 22.01	WEBSITE	X	X
60	WORK BAYS	WRENCH SET 6 PC	CRAFTSMAN			1	T	$ 10.79	$ 10.79	$ 8.63	$ 8.63	WEBSITE	X	X
61	WORK BAYS	WRENCH 90 DEGREE	CRAFTSMAN		7/16	1	T	$ 15.55	$ 15.55	$ 12.44	$ 12.44	WEBSITE	X	X
62	WORK BAYS	ADJUSTABLE WRENCH	CRAFTSMAN		6"	1	T	$ 17.26	$ 17.26	$ 13.81	$ 13.81	WEBSITE	X	X
63	WORK BAYS	ADJUSTABLE WRENCH	CRAFTSMAN		8"	1	T	$ 17.26	$ 17.26	$ 13.81	$ 13.81	WEBSITE	X	X
64	WORK BAYS	SOCKET AND WRENCH SET 8 PC	NAPA			1	T	$ 19.47	$ 19.47	$ 15.58	$ 15.58	WEBSITE	X	X

BINGHAM SERVICES INC.

INVENTORY OF CONTENTS - DAMAGED

TR#	LOCATION	ITEM DESCRIPTION	MANUF	PART# / MOD#	MEAS	QTY	CONT TYPE	UNIT LANDED RCV	RCV EXT	BSI EST ACV	ACV EXT	PRICE SOURCE		
65	WORK BAYS	WRENCH SET 18 PC	EXPERT		6-24MM	2	T	$ 122.39	$ 244.77	$ 97.91	$ 195.82	WEBSITE	X	X
66	WORK BAYS	WRENCH SET 4 PC	MAC			2	T	$ 75.57	$ 151.14	$ 60.45	$ 120.91	WEBSITE	X	X
67	WORK BAYS	WRENCH SET 12 POINT OFFSET 6 PC	MAC			1	T	$ 16.35	$ 16.35	$ 13.08	$ 13.08	WEBSITE	X	X
68	WORK BAYS	BALL JOINT SOCKET SET 9 PC			1/4"	1	T	$ 47.54	$ 47.54	$ 38.03	$ 38.03	WEBSITE	X	X
69	WORK BAYS	BALL JOINT SOCKET SET 10 PC			1/4"	1	T	$ 47.54	$ 47.54	$ 38.03	$ 38.03	WEBSITE	X	X
70	WORK BAYS	BALL JOINT SOCKET SET 12 PC			1/2"	1	T	$ 75.58	$ 75.58	$ 60.46	$ 60.46	WEBSITE	X	X
71	WORK BAYS	BALL JOINT SOCKET SET 14 PC			3/4"	1	T	$ 75.58	$ 75.58	$ 60.46	$ 60.46	WEBSITE	X	X
72	WORK BAYS	SOCKET WRENCH SET			1 1/2"	1	T	$ 107.99	$ 107.99	$ 86.39	$ 86.39	WEBSITE	X	X
73	WORK BAYS	SOCKET WRENCH DRIVE	CRAFSTMAN		8"	1	T	$ 21.58	$ 21.58	$ 17.26	$ 17.26	WEBSITE	X	X
74	WORK BAYS	SOCKET WRENCH SET 11 PC	CRAFSTMAN			1	T	$ 32.38	$ 32.38	$ 25.90	$ 25.90	WEBSITE	X	X
75	WORK BAYS	SOCKET WRENCH SET 13 PC	CRAFSTMAN			1	T	$ 32.38	$ 32.38	$ 25.90	$ 25.90	WEBSITE	X	X
76	WORK BAYS	STEP DRILL BIT	TM		7/16-1 1/8	1	T	$ 49.68	$ 49.68	$ 39.74	$ 39.74	WEBSITE	X	X
77	WORK BAYS	SOCKET WRENCH SET 18 PC	CORNWELL			1	T	$ 56.16	$ 56.16	$ 44.93	$ 44.93	WEBSITE	X	X
78	WORK BAYS	POWER STEERING PULLEY REMOVER-INSTALLER SET	MAC			1	T	$ 43.20	$ 43.20	$ 34.56	$ 34.56	WEBSITE	X	X
79	WORK BAYS	PIN PUNCH SET 3 PC	MAC			1	T	$ 39.10	$ 39.10	$ 31.28	$ 31.28	WEBSITE	X	X
80	WORK BAYS	ANGLEHEAD DIE GRINDER KIT	MAC		1/4"	1	T	$ 48.58	$ 48.58	$ 38.86	$ 38.86	WEBSITE	X	X
81	WORK BAYS	DELUXE BOLT GRIP SET	MAC			1	T	$ 188.99	$ 188.99	$ 151.19	$ 151.19	WEBSITE	X	X
82	WORK BAYS	STEP DRILL BIT	ITM		3/16-1/2"	1	T	$ 26.98	$ 26.98	$ 21.58	$ 21.58	WEBSITE	X	X
83	WORK BAYS	BRAKE PISTON RESET KIT	MAC			1	T	$ 79.47	$ 79.47	$ 63.57	$ 63.57	WEBSITE	X	X
84	WORK BAYS	HOSE PICK SET	SNAP-ON	SGRHT280		1	T	$ 24.81	$ 24.81	$ 19.85	$ 19.85	WEBSITE	X	X
85	WORK BAYS	FLANGE TYPE PULLER		525		1	T	$ 34.56	$ 34.56	$ 27.65	$ 27.65	WEBSITE	X	X
86	WORK BAYS	GRINDER ATTACHMENTS	INGERSOL RAND			1	T	$ 236.47	$ 236.47	$ 189.17	$ 189.17	WEBSITE	X	X
87	WORK BAYS	CRANKSHAFT PULLEY WRENCH HOLDER TOOL	HONDA		50MM	1	T	$ 46.44	$ 46.44	$ 37.15	$ 37.15	WEBSITE	X	X
88	WORK BAYS	AIR IMPACT PNUEMATIC			1/4"	1	T	$ 228.95	$ 228.95	$ 183.16	$ 183.16	WEBSITE	X	X
89	WORK BAYS	RUBBER MALLET	KEN-TOOL			1	T	$ 13.49	$ 13.49	$ 10.79	$ 10.79	WEBSITE	X	X
90	WORK BAYS	AIR IMPACT	MAC		1/2"	2	T	$ 188.99	$ 377.98	$ 151.19	$ 302.38	WEBSITE	X	X
91	WORK BAYS	C-CLAMP	CRAFTSMAN		6"	1	T	$ 9.81	$ 9.81	$ 7.85	$ 7.85	WEBSITE	X	X
92	WORK BAYS	AIR WRENCH	CENTRAL PNUEMATIC	34900		1	T	$ 44.23	$ 44.23	$ 35.38	$ 35.38	WEBSITE	X	X
93	WORK BAYS	RIVET GUN	SUNEX			1	T	$ 243.96	$ 243.96	$ 195.17	$ 195.17	WEBSITE	X	X
94	WORK BAYS	AIR IMPACT	INGERSOLL RAND		3/4"	1	T	$ 495.20	$ 495.20	$ 396.16	$ 396.16	WEBSITE	X	X
95	WORK BAYS	AIR COMPRESSOR NOZEL				2	T	$ 4.29	$ 8.58	$ 3.43	$ 6.86	WEBSITE	X	X
96	WORK BAYS	MISC TOOLS PLIERS, WIRE CUTTERS,CLAMPS				1	T	$ 216.00	$ 216.00	$ 172.80	$ 172.80	BSI ESTIMATE	X	X
97	WORK BAYS	BOX CUTTER	QUICKBLADE			2	T	$ 166.63	$ 333.27	$ 133.31	$ 266.61	WEBSITE	X	X
98	WORK BAYS	BALL PEEN HAMMER	ACE			1	T	$ 24.83	$ 24.83	$ 19.86	$ 19.86	WEBSITE	X	X
99	WORK BAYS	PUTTY KNIFE SET				1	T	$ 59.91	$ 59.91	$ 47.93	$ 47.93	WEBSITE	X	X
100	WORK BAYS	WELDING MASK ADJUSTABLE				1	PS	$ 47.51	$ 47.51	$ 47.51	$ 47.51	WEBSITE	X	X
101	WORK BAYS	BASEBALL CAP	NAPA			1	CL	$ 16.19	$ 16.19	$ 12.14	$ 12.14	WEBSITE	X	X
102	WORK BAYS	HEAT GUN PLUG-IN	MILWAUKEE			1	T	$ 160.92	$ 160.92	$ 128.74	$ 128.74	WEBSITE	X	X
103	OFFICE 1	MICROWAVE	LG		23"	1	KS	$ 104.43	$ 104.43	$ 78.32	$ 78.32	WEBSITE	X	X
104	OFFICE 1	WOODEN DESK			37X22X26	1	F	$ 149.23	$ 149.23	$ 104.46	$ 104.46	WEBSITE	X	X
105	OFFICE 1	FILE CABINET VERTICAL METAL 2 DRAWER			14X18X27	1	F	$ 97.19	$ 97.19	$ 68.03	$ 68.03	WEBSITE	X	X
106	OFFICE 1	MISC WIRE/CORDS				1	PS	$ 54.00	$ 54.00	$ 54.00	$ 54.00	BSI ESTIMATE	X	X
107	OFFICE 1	CALENDER MOUSE PAD			8"	2	PS	$ 16.19	$ 32.38	$ 16.19	$ 32.38	WEBSITE	X	X
108	OFFICE 1	COMPUTER MONITOR POWER CORD				1	E	$ 8.63	$ 8.63	$ 4.75	$ 4.75	WEBSITE	X	X
109	OFFICE 1	OFFICE PHONE	CISCO	7945		1	E	$ 43.15	$ 43.15	$ 23.73	$ 23.73	WEBSITE	X	X
110	OFFICE 1	COMPUTER	DELL	OPTIPLEX 7010		1	E	$ 193.31	$ 193.31	$ 106.32	$ 106.32	WEBSITE	X	X
111	OFFICE 1	COMPUTER MONITOR	DELL		14"	1	E	$ 84.24	$ 84.24	$ 46.33	$ 46.33	WEBSITE	X	X
112	OFFICE 1	KEYBOARD	DELL	KB212-B		1	E	$ 21.59	$ 21.59	$ 11.87	$ 11.87	WEBSITE	X	X
113	OFFICE 1	OFFICE PHONE	CISCO	7940		1	E	$ 43.15	$ 43.15	$ 23.73	$ 23.73	WEBSITE	X	X
114	OFFICE 1	OFFICE CHAIR LEATHER SEAT&BACK	LORELL			1	F	$ 259.19	$ 259.19	$ 181.43	$ 181.43	WEBSITE	X	X
115	OFFICE 1	C-CLAMP	CRAFTSMAN		6"	1	T	$ 9.81	$ 9.81	$ 7.85	$ 7.85	WEBSITE	X	X
116	OFFICE 1	RUBBER BANDS	SPARCO	SPR19-1LB	1LB	1	PS	$ 12.57	$ 12.57	$ 12.57	$ 12.57	WEBSITE	X	X
117	OFFICE 1	FOAM PRO CONTROL CABLE	TRUCK	KB3T-4-SB 3T/105		3	E	$ 26.99	$ 80.97	$ 14.84	$ 44.53	WEBSITE	X	X
118	OFFICE 1	WOODEN COMPUTER DESK 5-DRAWER W/ KEYBAORD TRAY			65X35X31	1	F	$ 367.19	$ 367.19	$ 257.03	$ 257.03	WEBSITE	X	X
119	OFFICE 1	MISC OFFICE SUPPLIES				1	PS	$ 81.00	$ 81.00	$ 81.00	$ 81.00	BSI ESTIMATE	X	X
120	OFFICE 1	FILE ORGANIZER HORIZONTAL 6-TRAY	OFFICE DEPOT			1	PS	$ 26.45	$ 26.45	$ 26.45	$ 26.45	WEBSITE	X	X
121	OFFICE 1	COMPUTER DESK METAL W/ PRESSBOARD TOP 5 DRAWER			65X35X31	1	F	$ 464.39	$ 464.39	$ 325.07	$ 325.07	WEBSITE	X	X
122	OFFICE 1	LED HEADLIGHT	J.W. SPEAKER		4"X6"	1	T	$ 309.97	$ 309.97	$ 247.98	$ 247.98	WEBSITE	X	X
123	OFFICE 1	CHAINSAW BLADE	OREGON	OR68LX64E		1	T	$ 26.99	$ 26.99	$ 21.59	$ 21.59	WEBSITE	X	X
124	OFFICE 1	LED SEALED BEAM LIGHT	NAPA	H4656NVLED-N		1	PS	$ 176.03	$ 176.03	$ 176.03	$ 176.03	WEBSITE	X	X
125	OFFICE 1	OIL FILTER	HONDA	15400-P27-015		1	PS	$ 15.11	$ 15.11	$ 15.11	$ 15.11	WEBSITE	X	X
126	OFFICE 1	TOOL BATTERY 12V	MILWAUKEE	48-11-2401		1	T	$ 16.95	$ 16.95	$ 13.56	$ 13.56	WEBSITE	X	X
127	OFFICE 1	LOCK	AMERICAN LOCK	SERIES 700		1	PS	$ 36.71	$ 36.71	$ 36.71	$ 36.71	WEBSITE	X	X
128	OFFICE 1	KLIK-FAST RIVETS	MARSON			2	PS	$ 8.41	$ 16.83	$ 8.41	$ 16.83	WEBSITE	X	X

BINGHAM SERVICES INC.

INVENTORY OF CONTENTS - DAMAGED

TAG	LOCATION	ITEM DESCRIPTION	MANUF	PART#/MODEL	MEAS	QTY	CONT TYPE	UNIT LANDED RCV	RCV EXT	BSI EST ACV	ACV EXT	PRICE SOURCE	X	[illegible]	X
129	OFFICE 1	STAPLER	BOSTON STAPLER			1	PS	$ 24.83	$ 24.83	$ 24.83	$ 24.83	WEBSITE	X		X
130	OFFICE 1	TAPE DISPENSOR	SCTOCH			1	PS	$ 10.79	$ 10.79	$ 10.79	$ 10.79	WEBSITE	X		X
131	OFFICE 1	DISH SOAP	DAWN		38 FL OZ	1	PS	$ 7.12	$ 7.12	$ 7.12	$ 7.12	WEBSITE	X		X
132	OFFICE 1	MISC OFFICE SUPPLIES (RUBBER BANDS,STAPLES)				1	PS	$ 32.40	$ 32.40	$ 32.40	$ 32.40	BSI ESTIMATE	X		X
133	OFFICE 1	FILE ORGANIZER HORIZONTAL 4 TRAY	OFFICE DEPOT			1	PS	$ 32.39	$ 32.39	$ 32.39	$ 32.39	WEBSITE	X		X
134	OFFICE 1	FILE CABINET VERTICAL			18X28X54	2	F	$ 216.00	$ 432.00	$ 151.20	$ 302.40	WEBSITE	X		X
135	OFFICE 1	COPY PAPER CASE				2	PS	$ 6.02	$ 12.03	$ 6.02	$ 12.03	WEBSITE	X		X
136	OFFICE 1	FILE FOLDER 1/3 CUT 50PK				2	PS	$ 14.68	$ 29.35	$ 14.68	$ 29.35	WEBSITE	X		X
137	OFFICE 1	MISC OFFICE SUPPLIES (STAPLES,PENCILS,PENS)				1	PS	$ 27.00	$ 27.00	$ 27.00	$ 27.00	BSI ESTIMATE	X		X
138	OFFICE 1	DRILL BIT SET				1	T	$ 18.33	$ 18.33	$ 14.66	$ 14.66	WEBSITE	X		X
139	OFFICE 1	BATTERY CHARGER 12V	MILWAUKEE	48-59-2401		1	T	$ 30.23	$ 30.23	$ 24.18	$ 24.18	WEBSITE	X		X
140	OFFICE 1	AIR FILTER & PREFILTER	KAWASAKI			1	T	$ 18.93	$ 18.93	$ 15.15	$ 15.15	WEBSITE	X		X
141	OFFICE 1	FOAMING GERMICIDAL CLEANER	FLASH II		18 OZ	1	PS	$ 6.46	$ 6.46	$ 6.46	$ 6.46	WEBSITE	X		X
142	OFFICE 1	MISC PARTS & SUPPLIES (METAL FITTINGS,WIRE,RUBBER FITTING				1	PS	$ 324.00	$ 324.00	$ 324.00	$ 324.00	BSI ESTIMATE	X		X
143	OFFICE 1	BOLT CUTTERS				2	T	$ 114.15	$ 228.29	$ 91.32	$ 182.63	WEBSITE	X		X
144	OFFICE 1	AIR HOSE			25'	2	PS	$ 21.59	$ 43.18	$ 21.59	$ 43.18	WEBSITE	X		X
145	OFFICE 1	PRESSURE REGULATOR	VICTOR			1	T	$ 214.92	$ 214.92	$ 171.94	$ 171.94	WEBSITE	X		X
146	OFFICE 1	HAND SANITIZER	PURELL		67.6 FL OZ	1	PS	$ 21.59	$ 21.59	$ 21.59	$ 21.59	WEBSITE	X		X
147	OFFICE 1	CHERRY BOMB GEL HAND CLEANER	ZEP		1000 ML	1	PS	$ 42.87	$ 42.87	$ 42.87	$ 42.87	WEBSITE	X		X
148	OFFICE 1	GUEST CHAIR PLASTIC SEAT&BACK METAL LEGS				1	F	$ 48.58	$ 48.58	$ 34.00	$ 34.00	WEBSITE	X		X
149	OFFICE 1	TORQUE ROD LH OFFSET			19"	4	T	$ 137.15	$ 548.60	$ 109.72	$ 438.88	WEBSITE	X		X
150	OFFICE 1	PIVOT BOLT KIT 10 PK				1	T	$ 52.69	$ 52.69	$ 42.15	$ 42.15	WEBSITE	X		X
151	OFFICE 1	TORQUE ROD FIXED STRAD				2	T	$ 75.58	$ 151.16	$ 60.46	$ 120.93	WEBSITE	X		X
152	OFFICE 1	HANGING WALL ORGANIZER WOODEN 6-SLOT				1	F	$ 139.32	$ 139.32	$ 97.52	$ 97.52	WEBSITE	X		X
153	OFFICE 1	U-LINE CATALOG BOOK				10	B	$ 28.73	$ 287.28	$ 22.98	$ 229.82	WEBSITE	X		X
154	OFFICE 1	FORRESTRY SUPPLIERS BOOK				15	B	$ 8.64	$ 129.60	$ 6.91	$ 103.68	N/A	X	FOUND FROM INTERNET RESEARCH	X
155	OFFICE 2	WATER COOLER 5 GAL				1	FD	$ 32.38	$ 32.38	$ 32.38	$ 32.38	WEBSITE	X		X
156	OFFICE 2	SPORT FREEZER POPS 144 PK	ALL SPORT			2	FD	$ 74.52	$ 149.04	$ 74.52	$ 149.04	WEBSITE	X		X
157	OFFICE 2	WALL CLOCK	INGRAHAM		4"	1	PS	$ 4.86	$ 4.86	$ 4.86	$ 4.86	WEBSITE	X		X
158	OFFICE 2	WELDING MASK	FIREPOWER	S777C		1	PS	$ 71.27	$ 71.27	$ 71.27	$ 71.27	WEBSITE	X		X
159	OFFICE 2	PAINT MARKER ASSORTMENT	KIMBALL MIDWEST			1	PS	$ 16.50	$ 16.50	$ 16.50	$ 16.50	WEBSITE	X		X
160	OFFICE 2	DEUTSCH CONNECTORS	HI-LINE			1	PS	$ 92.88	$ 92.88	$ 92.88	$ 92.88	WEBSITE	X		X
161	OFFICE 2	FILE CABINET METAL VERTICLE 5-DRAWER			15X28X58	1	F	$ 333.87	$ 333.87	$ 233.71	$ 233.71	WEBSITE	X		X
162	OFFICE 2	FILE CABINET METAL VERTICLE 4-DRAWER			15X26X52	1	F	$ 280.79	$ 280.79	$ 196.55	$ 196.55	WEBSITE	X		X
163	OFFICE 2	FILE CABINET METAL VERTICLE 2-DRAWER			15X25X25	1	F	$ 91.80	$ 91.80	$ 64.26	$ 64.26	WEBSITE	X		X
164	OFFICE 2	EXPANDING FILE FOLDER 10 PK	BUSINESS SOURCE			7	PS	$ 66.95	$ 468.64	$ 66.95	$ 468.64	WEBSITE	X		X
165	OFFICE 2	FILE FOLDER 1/3 CUT 100 PK				4	PS	$ 18.78	$ 75.12	$ 18.78	$ 75.12	WEBSITE	X		X
166	OFFICE 2	COPY PAPER CASE				2	PS	$ 10.81	$ 21.62	$ 10.81	$ 21.62	WEBSITE	X		X
167	OFFICE 2	ELASTIC SUPPORT BELT	VALEO			6	T	$ 26.99	$ 161.94	$ 21.59	$ 129.55	WEBSITE	X		X
168	OFFICE 2	MISC WIRE				1	PS	$ 81.00	$ 81.00	$ 81.00	$ 81.00	BSI ESTIMATE	X		X
169	OFFICE 2	MISC SILVERWARE (PAPER PLATES,BOWLS,PLASTIC UTENSILS)				1	PS	$ 21.60	$ 21.60	$ 21.60	$ 21.60	BSI ESTIMATE	X		X
170	OFFICE 2	CB RADIO	MOTOROLA			1	E	$ 722.52	$ 722.52	$ 397.39	$ 397.39	WEBSITE	X		X
171	OFFICE 2	FIRE HOSE HANDLE W/ PISTOL GRIP	CHIEF			4	T	$ 319.83	$ 1,279.32	$ 255.86	$ 1,023.46	WEBSITE	X		X
172	OFFICE 2	HANDHELD WORKLIGHT 18V	MILWAUKEE	B52A913140866		1	T	$ 65.87	$ 65.87	$ 52.70	$ 52.70	WEBSITE	X		X
173	OFFICE 2	BATTERY CHARGER 12V	SNAP-ON	14286706		1	T	$ 85.32	$ 85.32	$ 68.26	$ 68.26	WEBSITE	X		X
174	OFFICE 2	BATTERY CHARGER 18V	SNAP-ON	13452659		1	T	$ 53.97	$ 53.97	$ 43.17	$ 43.17	WEBSITE	X		X
175	OFFICE 2	TOOL BAG ZIP UP	MILWAUKEE		18"	1	T	$ 26.98	$ 26.98	$ 21.58	$ 21.58	WEBSITE	X		X
176	OFFICE 2	PRESSURE WASHER HANDLE EXTENSIONS				2	T	$ 48.58	$ 97.16	$ 38.86	$ 77.73	WEBSITE	X		X
177	OFFICE 2	MASTER BALL JOINT SERVICE KIT	OTC	6559		2	T	$ 112.11	$ 224.23	$ 89.69	$ 179.38	WEBSITE	X		X
178	OFFICE 2	OFFICE CHAIR LEATHER SEAT,BACK,ARMS PLASTIC BASE				2	F	$ 151.19	$ 302.38	$ 105.83	$ 211.66	WEBSITE	X		X
179	OFFICE 2	TRASHCAN PLASTIC	RUBBERMAID		5GAL	1	PS	$ 14.03	$ 14.03	$ 14.03	$ 14.03	WEBSITE	X		X
180	OFFICE 2	TIRE PRESSURE TESTER	MILTON			2	T	$ 14.03	$ 28.06	$ 11.22	$ 22.45	WEBSITE	X		X
181	OFFICE 2	MISC KEY FOBS,KEYS				1	PS	$ 54.00	$ 54.00	$ 54.00	$ 54.00	BSI ESTIMATE	X		X
182	OFFICE 2	FILE ORGANIZER PLASTIC HORIZONTAL 4-TRAY	OFFICE DEPOT			1	PS	$ 23.75	$ 23.75	$ 23.75	$ 23.75	WEBSITE	X		X
183	OFFICE 2	CANDLE	WHITE BARN			2	PS	$ 18.31	$ 36.61	$ 18.31	$ 36.61	WEBSITE	X		X
184	OFFICE 2	STAPLER	BATES	9500D		1	PS	$ 14.68	$ 14.68	$ 14.68	$ 14.68	WEBSITE	X		X
185	OFFICE 2	VEHICLE COMMUNICATION INTERFACE	LAUNCH	986490181600		1	E	$ 722.52	$ 722.52	$ 397.39	$ 397.39	WEBSITE	X		X
186	OFFICE 2	MONITOR	DELL		21"	1	E	$ 84.24	$ 84.24	$ 46.33	$ 46.33	WEBSITE	X		X
187	OFFICE 2	KEYBOARD	DELL			1	E	$ 21.59	$ 21.59	$ 11.87	$ 11.87	WEBSITE	X		X
188	OFFICE 2	OFFICE PHONE	CISCO	7942		1	E	$ 43.15	$ 43.15	$ 23.73	$ 23.73	WEBSITE	X		X
189	OFFICE 2	COMPUTER	DELL	OPTIPLEX 7010		1	E	$ 193.31	$ 193.31	$ 106.32	$ 106.32	WEBSITE	X		X
190	OFFICE 2	SOCKET WRENCH SET 24 PC	SNAP ON			1	T	$ 48.58	$ 48.58	$ 38.86	$ 38.86	WEBSITE	X		X
191	OFFICE 2	WIRE CUTTER	IWISS			1	T	$ 17.14	$ 17.14	$ 13.71	$ 13.71	WEBSITE	X		X
192	OFFICE 2	HEAT SEAL WIRE CONNECTOR 100 PC	WINZER			1	PS	$ 66.71	$ 66.71	$ 66.71	$ 66.71	WEBSITE	X		X

BINGHAM SERVICES INC.

INVENTORY OF CONTENTS - DAMAGED

TRN	LOCATION	ITEM DESCRIPTION	MANUF	PART#/MODN	MEAS	QTY	CONT TYPE	UNIT LANDED RCV	RCV EXT	BSI EST ACV	ACV EXT	PRICE SOURCE		
193	OFFICE 2	HEX T KEY SET 8 PC	EKIND		"	1	T	$ 18.42	$ 18.42	$ 14.74	$ 14.74	WEBSITE	X	X
194	OFFICE 2	HEX T KEY SET 8 PC	EKIND		METRIC	1	T	$ 18.42	$ 18.42	$ 14.74	$ 14.74	WEBSITE	X	X
195	OFFICE 2	HD SNAP RING PLIERS	LISLE			1	T	$ 22.47	$ 22.47	$ 17.98	$ 17.98	WEBSITE	X	X
196	OFFICE 2	EXTRACTER & DRILL SET LH 10 PC	HANSON			1	T	$ 43.18	$ 43.18	$ 34.54	$ 34.54	WEBSITE	X	X
197	OFFICE 2	DRILL BIT SET	SHOP PRO			3	T	$ 21.57	$ 64.70	$ 17.25	$ 51.76	WEBSITE	X	X
198	OFFICE 2	MASTER LOCK (KEY)	MASTER LOCK			1	PS	$ 9.48	$ 9.48	$ 9.48	$ 9.48	WEBSITE	X	X
199	OFFICE 2	ALLEN WRENCH SET	LISLE			2	T	$ 15.09	$ 30.18	$ 12.07	$ 24.14	WEBSITE	X	X
200	OFFICE 2	BATTERY CHARGER & CASE	DEWALT	DCB1112		1	T	$ 139.32	$ 139.32	$ 111.46	$ 111.46	WEBSITE	X	X
201	OFFICE 2	BUNGEE CORD 24 PK	WORKFORCE			1	T	$ 10.78	$ 10.78	$ 8.62	$ 8.62	WEBSITE	X	X
202	OFFICE 2	FUEL FILTER	NAPA	3361		1	PS	$ 19.97	$ 19.97	$ 19.97	$ 19.97	WEBSITE	X	X
203	OFFICE 2	MISC PARTS & SUPPLIES (HANDLES,GAUGES,FLASHLIGHT)				1	PS	$ 216.00	$ 216.00	$ 216.00	$ 216.00	BSI ESTIMATE	X	X
204	OFFICE 2	HEAD LAMP PLUG-IN	SABER			1	T	$ 16.17	$ 16.17	$ 12.93	$ 12.93	WEBSITE	X	X
205	OFFICE 2	BROKEN SPARK PLUG REMOVER	NAPA	900 SERIES		1	T	$ 106.06	$ 106.06	$ 84.84	$ 84.84	WEBSITE	X	X
206	OFFICE 2	ALLENHEAD DRILL BIT SET 12 PC	SAE			1	T	$ 29.97	$ 29.97	$ 23.98	$ 23.98	WEBSITE	X	X
207	OFFICE 2	BOLT EXTRACTOR SET 13 PC	IRWIN HANSON	54113		1	T	$ 30.76	$ 30.76	$ 24.61	$ 24.61	WEBSITE	X	X
208	OFFICE 2	STORM INDICATOR SET	STORM			1	T	$ 142.29	$ 142.29	$ 113.83	$ 113.83	WEBSITE	X	X
209	OFFICE 2	DIGITAL CALIPER	PERFORMANCE TOOL			1	T	$ 37.79	$ 37.79	$ 30.23	$ 30.23	WEBSITE	X	X
210	OFFICE 2	SPEAKER	JBL	JBL FLIP 2		1	E	$ 107.87	$ 107.87	$ 59.33	$ 59.33	WEBSITE	X	X
211	OFFICE 2	GERMICIDAL CLEANER	MAXIM		1QT	2	PS	$ 27.87	$ 55.75	$ 27.87	$ 55.75	WEBSITE	X	X
212	OFFICE 2	DISINFECTANT WIPES	CLOROX			2	PS	$ 15.11	$ 30.22	$ 15.11	$ 30.22	WEBSITE	X	X
213	OFFICE 2	HEX SHANK DRILL & TAP SET 5 PC				4	T	$ 32.37	$ 129.47	$ 25.89	$ 103.58	WEBSITE	X	X
214	OFFICE 2	TIRE PRESSURE RESET	OTC			1	T	$ 273.23	$ 273.23	$ 218.58	$ 218.58	WEBSITE	X	X
215	OFFICE 2	GREASE INJECTOR NEEDLE	KIMBALL MIDWEST			1	T	$ 11.73	$ 11.73	$ 9.38	$ 9.38	WEBSITE	X	X
216	OFFICE 2	THREAD SETTER KIT	NAPA	770-2875		1	T	$ 174.95	$ 174.95	$ 139.96	$ 139.96	WEBSITE	X	X
217	OFFICE 2	RIVET NUT SETTER KIT	MARSON	LA-775B		1	T	$ 88.17	$ 88.17	$ 70.54	$ 70.54	WEBSITE	X	X
218	OFFICE 2	GLOVES	GLOVEWORKS	ORANGE NITRILE		1	PS	$ 22.32	$ 22.32	$ 22.32	$ 22.32	WEBSITE	X	X
219	OFFICE 2	HAND SANITIZER	COMFORT & MERCY		12.68 OZ	2	PS	$ 2.87	$ 5.75	$ 2.87	$ 5.75	WEBSITE	X	X
220	OFFICE 2	ZIP TIES	TOOL CITY		3"	1	PS	$ 15.56	$ 15.56	$ 15.56	$ 15.56	WEBSITE	X	X
221	OFFICE 2	LAPTOP BAG 3 POCKET	CASE LOGIC			2	T	$ 45.89	$ 91.78	$ 36.71	$ 73.42	WEBSITE	X	X
222	OFFICE 2	INFLATOR GAGE	MILTON	1-506		1	T	$ 75.59	$ 75.59	$ 60.47	$ 60.47	WEBSITE	X	X
223	OFFICE 2	INLINE 6 STANDARD KIT	CUMMINGS			2	T	$ 347.80	$ 695.61	$ 278.24	$ 556.49	WEBSITE	X	X
224	OFFICE 2	ANTIBACTERIAL SOAP	SOFTSOAP		11.25 FL OZ	2	PS	$ 2.69	$ 5.38	$ 2.69	$ 5.38	WEBSITE	X	X
225	OFFICE 2	COPY PAPER CASE				1	PS	$ 23.91	$ 23.91	$ 23.91	$ 23.91	WEBSITE	X	X
226	OFFICE 2	EXPANDING FILE FOLDER 5PK				1	PS	$ 29.15	$ 29.15	$ 29.15	$ 29.15	WEBSITE	X	X
227	OFFICE 2	TIRE PLUG	TRU-FLATE			3	PS	$ 18.35	$ 55.05	$ 18.35	$ 55.05	WEBSITE	X	X
228	OFFICE 2	MAGICURE VULCANIZING CEMENT	NAPA			1	PS	$ 33.47	$ 33.47	$ 33.47	$ 33.47	WEBSITE	X	X
229	OFFICE 2	ELECTRONIC MANUAL CITY OF JACKSON				17	B	$ 21.60	$ 367.20	$ 17.28	$ 293.76	BSI ESTIMATE	X	X
230	OFFICE 2	GASKET MAKER & SEALER	J-B WELD		3 OZ	1	PS	$ 7.54	$ 7.54	$ 7.54	$ 7.54	WEBSITE	X	X
231	OFFICE 2	METAL POLISH	ZEPHYR		16 FL OZ	1	PS	$ 20.61	$ 20.61	$ 20.61	$ 20.61	WEBSITE	X	X
232	OFFICE 2	AIR FILTER CLEANING SYSTEM	K&N			1	T	$ 23.75	$ 23.75	$ 19.00	$ 19.00	WEBSITE	X	X
233	OFFICE 2	STAINLESS STEEL CUP	ARTIC		30 OZ	1	PS	$ 31.31	$ 31.31	$ 31.31	$ 31.31	WEBSITE	X	X
234	OFFICE 2	INSTANT ADHESIVE	MOHAWK			1	PS	$ 26.27	$ 26.27	$ 26.27	$ 26.27	WEBSITE	X	X
235	OFFICE 2	REPAIR MANUAL/ TUNE UP	MOTOR	1988-91		9	B	$ 16.19	$ 145.70	$ 12.95	$ 116.56	WEBSITE	X	X
236	OFFICE 2	CUMMINGS REPAIR MANUAL				4	B	$ 41.33	$ 165.33	$ 33.07	$ 132.26	WEBSITE	X	X
237	OFFICE 2	SILICONE SEALANT	MOTORCRAFT		5 FL OZ	1	PS	$ 43.82	$ 43.82	$ 43.82	$ 43.82	WEBSITE	X	X
238	OFFICE 2	SBS BRAKE TREATMENT			9 OZ	1	PS	$ 10.79	$ 10.79	$ 10.79	$ 10.79	WEBSITE	X	X
239	OFFICE 2	WIRE CONNECTOR SET 50 PK		8194-6		1	PS	$ 8.62	$ 8.62	$ 8.62	$ 8.62	WEBSITE	X	X
240	OFFICE 2	PLASTIC CLIPBOARD	SAUNDERS			1	PS	$ 8.85	$ 8.85	$ 8.85	$ 8.85	WEBSITE	X	X
241	OFFICE 2	3 RING BINDER			2"	5	PS	$ 5.39	$ 26.95	$ 5.39	$ 26.95	WEBSITE	X	X
242	OFFICE 2	QUICK RELEASE PLIERS	RATCHET MASTER			1	T	$ 49.63	$ 49.63	$ 39.70	$ 39.70	WEBSITE	X	X
243	OFFICE 2	DRILL 18V	RYOBI	SA1802		1	T	$ 63.72	$ 63.72	$ 50.98	$ 50.98	WEBSITE	X	X
244	OFFICE 2	TOUGHBOOK	PANASONIC	CF-54		1	E	$ 1,182.60	$ 1,182.60	$ 650.43	$ 650.43	WEBSITE	X	X
245	OFFICE 2	MISC CLEANING PRODUCTS				1	PS	$ 32.40	$ 32.40	$ 32.40	$ 32.40	BSI ESTIMATE	X	X
246	OFFICE 2	FILE FOLDER 1/3 CUT 25 PK				1	PS	$ 8.41	$ 8.41	$ 8.41	$ 8.41	WEBSITE	X	X
247	OFFICE 2	SAWZALL BLADES 16 PK	MILWAUKEE			2	T	$ 30.21	$ 60.42	$ 24.17	$ 48.33	WEBSITE	X	X
248	OFFICE 2	RECIPROCATING SAW KIT	KAR FLEX	38078		1	T	$ 64.68	$ 64.68	$ 51.74	$ 51.74	WEBSITE	X	X
249	OFFICE 2	OFFICE DESK METAL PRESSBOARD TOP			60X30X30	1	F	$ 313.19	$ 313.19	$ 219.23	$ 219.23	WEBSITE	X	X
250	OFFICE 2	MOUSE	DELL			1	E	$ 16.19	$ 16.19	$ 8.90	$ 8.90	WEBSITE	X	X
251	OFFICE 2	COMPUTER SPEAKERS	DELL			1	E	$ 19.21	$ 19.21	$ 10.57	$ 10.57	WEBSITE	X	X
252	OFFICE 2	WOODEN STOOL				2	F	$ 37.63	$ 75.25	$ 26.34	$ 52.68	WEBSITE	X	X
253	OFFICE 2	VW TOOL	YUESTT			2	T	$ 34.08	$ 68.17	$ 27.27	$ 54.54	WEBSITE	X	X
254	OFFICE 2	TPMS & TIRE SERVICE TOOL	AVTEL	ITS600		2	T	$ 534.60	$ 1,069.20	$ 427.68	$ 855.36	WEBSITE	X	X
255	OFFICE 2	TIRE PRESSURE LEAK GAUGE	OTR			3	T	$ 10.47	$ 31.40	$ 8.37	$ 25.12	WEBSITE	X	X
256	OFFICE 2	HEAT GUN	MASTER	HG-301D		3	T	$ 198.71	$ 596.13	$ 158.97	$ 476.90	WEBSITE	X	X

BINGHAM SERVICES INC.

INVENTORY OF CONTENTS - DAMAGED

TRN	LOCATION	ITEM DESCRIPTION	MANUF	PART# / MODEL	MEAS	QTY	CONT TYPE	UNIT LANDED RCV	RCV EXT	BSI EST ACV	ACV EXT	PRICE SOURCE	X	[redacted]	X
257	OFFICE 2	DESK ORGANIZER 21-TRAY				1	F	$ 81.42	$ 81.42	$ 56.99	$ 56.99	WEBSITE	X		X
258	OFFICE 2	KEYBOARD	GETAC	VKB10		2	E	$ 10.79	$ 21.58	$ 5.93	$ 11.87	WEBSITE	X		X
259	OFFICE 2	RADIO	MOTOROLA	APX4500		1	E	$ 811.08	$ 811.08	$ 446.09	$ 446.09	WEBSITE	X		X
260	OFFICE 2	VIDEO RECORDER	GETAC	VR-X20		1	E	$ 431.98	$ 431.98	$ 237.59	$ 237.59	WEBSITE	X		X
261	OFFICE 2	SAFTEY GLASSES W/CASE				4	PS	$ 12.63	$ 50.50	$ 12.63	$ 50.50	WEBSITE	X		X
262	OFFICE 2	WIRING DEVICE-KELLEMS 10PK	HUBBELL			5	PS	$ 89.10	$ 445.50	$ 89.10	$ 445.50	WEBSITE	X		X
263	OFFICE 2	FLASHLIGHT	DORCY			1	T	$ 10.79	$ 10.79	$ 8.63	$ 8.63	WEBSITE	X		X
264	OFFICE 2	WOODEN CUBBY BOOKCASE 18-CUBBY			48X15X71	1	F	$ 681.77	$ 681.77	$ 477.24	$ 477.24	WEBSITE	X		X
265	CONFERENCE ROOM	3 RING BINDER			3"	52	PS	$ 8.81	$ 458.27	$ 8.81	$ 458.27	WEBSITE	X		X
266	CONFERENCE ROOM	FILE CABINET VERTICLE 4-DRAWER			15X26X52	1	F	$ 302.39	$ 302.39	$ 211.67	$ 211.67	WEBSITE	X		X
267	CONFERENCE ROOM	BOOK SHELF WOODEN 3-SHELF			72X13X48	1	F	$ 118.79	$ 118.79	$ 83.15	$ 83.15	WEBSITE	X		X
268	CONFERENCE ROOM	FILE FOLDER 1/3 CUT 100PK				1	PS	$ 12.63	$ 12.63	$ 12.63	$ 12.63	WEBSITE	X		X
269	CONFERENCE ROOM	MOBILE DISK	ROCK			1	E	$ 128.52	$ 128.52	$ 70.69	$ 70.69	WEBSITE	X		X
270	CONFERENCE ROOM	PRINTER	HP	2510 PHOTOSMART		1	E	$ 64.79	$ 64.79	$ 35.63	$ 35.63	WEBSITE	X		X
271	CONFERENCE ROOM	MONITOR	DELL		18"	2	E	$ 84.24	$ 168.48	$ 46.33	$ 92.66	WEBSITE	X		X
272	CONFERENCE ROOM	COMPUTER	DELL	OPTIPLEX 755		1	E	$ 193.31	$ 193.31	$ 106.32	$ 106.32	WEBSITE	X		X
273	CONFERENCE ROOM	3 HOLE PUNCH METAL	WILSON JONES			1	PS	$ 27.53	$ 27.53	$ 27.53	$ 27.53	WEBSITE	X		X
274	CONFERENCE ROOM	TABLE ROUNDED ENDS METAL LEGS PRESSBOARD TOP			96X42X31	1	F	$ 431.99	$ 431.99	$ 302.39	$ 302.39	WEBSITE	X		X
275	CONFERENCE ROOM	GUEST CHAIR WOOD LEGS & ARMS LEATHER SEAT & BACK				5	F	$ 160.17	$ 800.87	$ 112.12	$ 560.61	WEBSITE	X		X
276	CONFERENCE ROOM	FILE ORGANIZER PLASTIC HORIZONTAL 6-TRAY	OFFICE DEPOT			1	PS	$ 26.45	$ 26.45	$ 26.45	$ 26.45	WEBSITE	X		X
277	CONFERENCE ROOM	OFFICE CHAIR UPHOLSTERED SEAT BACK & ARMS				3	F	$ 151.19	$ 453.57	$ 105.83	$ 317.50	WEBSITE	X		X
278	CONFERENCE ROOM	OFFICE CHAIR LEATHER SEAT AND BACK				2	F	$ 151.19	$ 302.38	$ 105.83	$ 211.66	WEBSITE	X		X
279	CONFERENCE ROOM	STEP LADDER 1 STEP			12"	1	T	$ 26.88	$ 26.88	$ 21.50	$ 21.50	WEBSITE	X		X
280	CONFERENCE ROOM	PRINTER CARTRIDGE	HP	LASERJET 85A		1	PS	$ 98.27	$ 98.27	$ 98.27	$ 98.27	WEBSITE	X		X
281	CONFERENCE ROOM	LIGHTBULB 24PK	SYLVANIA		48"	1	PS	$ 85.02	$ 85.02	$ 85.02	$ 85.02	WEBSITE	X		X
282	CONFERENCE ROOM	COPY PAPER CASE	IMPACT			20	PS	$ 11.87	$ 237.38	$ 11.87	$ 237.38	WEBSITE	X		X
283	CONFERENCE ROOM	COMPUTER	DELL	OPTIPLEX 980		1	E	$ 707.26	$ 707.26	$ 388.99	$ 388.99	WEBSITE	X		X
284	CONFERENCE ROOM	MONITOR	DELL		18"	3	E	$ 84.24	$ 252.72	$ 46.33	$ 139.00	WEBSITE	X		X
285	CONFERENCE ROOM	TV STAND WOODEN PRESSBOARD TOP 2-DOOR			30X21X21	1	F	$ 118.00	$ 118.00	$ 82.60	$ 82.60	WEBSITE	X		X
286	CONFERENCE ROOM	KEYBOARD	DELL			1	E	$ 26.99	$ 26.99	$ 14.84	$ 14.84	WEBSITE	X		X
287	CONFERENCE ROOM	MOUSE	DELL			1	E	$ 16.19	$ 16.19	$ 8.90	$ 8.90	WEBSITE	X		X
288	CONFERENCE ROOM	VOICE RECORDER	ASONI	NVR604LX		1	E	$ 410.39	$ 410.39	$ 225.71	$ 225.71	WEBSITE	X		X
289	CONFERENCE ROOM	COMPUTER	DELL	OPTIPLEX 7010		1	E	$ 174.37	$ 174.37	$ 95.90	$ 95.90	WEBSITE	X		X
290	CONFERENCE ROOM	PRINTER/COPY MACHINE	CANON	1643IF		1	E	$ 161.99	$ 161.99	$ 89.09	$ 89.09	WEBSITE	X		X
291	CONFERENCE ROOM	FILE CABINET WOODER 2 DRAWER LATERAL			30X18X30	1	F	$ 172.79	$ 172.79	$ 120.95	$ 120.95	WEBSITE	X		X
292	CONFERENCE ROOM	OFFICE PHONE	YEALINK	T485		1	E	$ 215.95	$ 215.95	$ 118.77	$ 118.77	WEBSITE	X		X
293	CONFERENCE ROOM	ANALOG TELEPHONE ADAPTOR	CISCO	ATA186		1	E	$ 12.95	$ 12.95	$ 7.12	$ 7.12	WEBSITE	X		X
294	CONFERENCE ROOM	SURGE PROTECTOR 7-PLUG	APC	SURGE ARREST		1	E	$ 23.73	$ 23.73	$ 13.05	$ 13.05	WEBSITE	X		X
295	OFFICE 3	FILE CABINET METAL VERTICLE 4-DRAWER			15X28X48	1	F	$ 302.39	$ 302.39	$ 211.67	$ 211.67	WEBSITE	X		X
296	OFFICE 3	FILE FOLDER 1/3 CUT 50 PK				1	PS	$ 37.95	$ 37.95	$ 37.95	$ 37.95	WEBSITE	X		X
297	OFFICE 3	CARD PROTECTOR CLEAR 250 PK	ROLODEX			1	PS	$ 8.63	$ 8.63	$ 8.63	$ 8.63	WEBSITE	X		X
298	OFFICE 3	FLOOD LIGHT REPLACEMENT				1	PS	$ 15.69	$ 15.69	$ 15.69	$ 15.69	WEBSITE	X		X
299	OFFICE 3	STAMP	IDEAL	5742		1	PS	$ 3.34	$ 3.34	$ 3.34	$ 3.34	WEBSITE	X		X
300	OFFICE 3	GRAINGER CATALOG BOOK	GRAINGER			1	B	$ 72.81	$ 72.81	$ 58.25	$ 58.25	WEBSITE	X		X
301	OFFICE 3	FILE FOLDER 1/3 CUT 50PK				1	PS	$ 20.51	$ 20.51	$ 20.51	$ 20.51	WEBSITE	X		X
302	OFFICE 3	WALL ART 18X24				1	FA	$ 29.83	$ 29.83	$ 29.83	$ 29.83	WEBSITE	X		X
303	OFFICE 3	FILE CABINET WOODEN VERTICLE 3-DRAWER			13X20X26	1	F	$ 129.59	$ 129.59	$ 90.71	$ 90.71	WEBSITE	X		X
304	OFFICE 3	HAND SANITIZER WIPES 800CT	CLOROX			1	PS	$ 68.42	$ 68.42	$ 68.42	$ 68.42	WEBSITE	X		X
305	OFFICE 3	OFFICE PHONE	YEALINK	SIP-T48U		1	E	$ 145.75	$ 145.75	$ 80.16	$ 80.16	WEBSITE	X		X
306	OFFICE 3	COMPUTER	DELL	OPTIPLEX 3060		1	E	$ 232.20	$ 232.20	$ 127.71	$ 127.71	WEBSITE	X		X
307	OFFICE 3	TRASHCAN	RUBBERMAID		5 GAL	1	PS	$ 13.48	$ 13.48	$ 13.48	$ 13.48	WEBSITE	X		X
308	OFFICE 3	SCANNER	CANON	DR-M160 II		1	E	$ 258.12	$ 258.12	$ 141.97	$ 141.97	WEBSITE	X		X
309	OFFICE 3	MONITOR	DELL		24"	1	E	$ 151.19	$ 151.19	$ 83.15	$ 83.15	WEBSITE	X		X
310	OFFICE 3	MOUSE	DELL			1	E	$ 16.19	$ 16.19	$ 8.90	$ 8.90	WEBSITE	X		X
311	OFFICE 3	FILE FOLDER 1/3 CUT 25PK				1	PS	$ 8.41	$ 8.41	$ 8.41	$ 8.41	WEBSITE	X		X
312	OFFICE 3	MISC OFFICE SUPPLIES PENS STAPLES TAPE				1	PS	$ 27.00	$ 27.00	$ 27.00	$ 27.00	BSI ESTIMATE	X		X
313	OFFICE 3	KEYBOARD	DELL			1	E	$ 32.39	$ 32.39	$ 17.81	$ 17.81	WEBSITE	X		X
314	OFFICE 3	MISC MEDICAL & CLEANING SUPPLIES				1	PS	$ 54.00	$ 54.00	$ 54.00	$ 54.00	BSI ESTIMATE	X		X
315	OFFICE 3	3 RING BINDER			3"	6	PS	$ 15.18	$ 91.11	$ 15.18	$ 91.11	WEBSITE	X		X
316	OFFICE 3	KEYHOLE SAW	GREENLEE		6"	1	T	$ 10.72	$ 10.72	$ 8.58	$ 8.58	WEBSITE	X		X
317	OFFICE 3	ELECTRIC TOOTHBRUSH	SOFT			1	E	$ 6.48	$ 6.48	$ 3.56	$ 3.56	WEBSITE	X		X
318	OFFICE 3	WIRELESS PHONE CHARGER	SAMSUNG			1	E	$ 24.81	$ 24.81	$ 13.64	$ 13.64	WEBSITE	X		X
319	OFFICE 3	SURGE PROTECTOR 6-PLUG	MAX 6			1	E	$ 13.81	$ 13.81	$ 7.60	$ 7.60	WEBSITE	X		X
320	OFFICE 3	OFFICE DESK L-SHAPE 2 PIECE 5 DRAWER			60X30X30	1	F	$ 804.60	$ 804.60	$ 563.22	$ 563.22	WEBSITE	X		X

BINGHAM SERVICES INC.

INVENTORY OF CONTENTS - DAMAGED

TAG	LOCATION	ITEM DESCRIPTION	MANUF	PART#/MODEL	MEAS	QTY	CONT TYPE	UNIT LANDED RCV	RCV EXT	BSI EST ACV	ACV EXT	PRICE SOURCE	[illegible]	X
321	OFFICE 3	METAL CART ROLLING			18X13X28	1	F	$ 80.99	$ 80.99	$ 56.69	$ 56.69	WEBSITE	X	X
322	OFFICE 3	WOODEN SHELF 3-TIER			42X14X30	1	F	$ 133.80	$ 133.80	$ 93.66	$ 93.66	WEBSITE	X	X
323	OFFICE 3	FIRE HOSE HANDLE W/ PISTOL GRIP	CHIEF			2	T	$ 319.83	$ 639.66	$ 255.86	$ 511.73	WEBSITE	X	X
324	OFFICE 3	FILE FOLDER 1/3 CUT 100PK				3	PS	$ 12.01	$ 36.03	$ 12.01	$ 36.03	WEBSITE	X	X
325	OFFICE 3	MEDICAL GLOVE 100 CT	MCKESSON			5	PS	$ 13.85	$ 69.23	$ 13.85	$ 69.23	WEBSITE	X	X
326	OFFICE 3	LABEL PAPER 2000CT	AVERY			4	PS	$ 29.16	$ 116.64	$ 29.16	$ 116.64	WEBSITE	X	X
327	OFFICE 3	DISH SOAP	DAWN		38 FL OZ	1	PS	$ 7.12	$ 7.12	$ 7.12	$ 7.12	WEBSITE	X	X
328	OFFICE 3	FILE CABINET METAL VERTICAL				1	F	$ 144.07	$ 144.07	$ 100.85	$ 100.85	WEBSITE	X	X
329	OFFICE 3	GUEST CHAIR LEATHER SEAT & BACK METAL ARMS & LEGS				1	F	$ 98.84	$ 98.84	$ 69.19	$ 69.19	WEBSITE	X	X
330	OFFICE 4	OFFICE DESK WOODEN 6-DRAWER			72X36X29	1	F	$ 367.19	$ 367.19	$ 257.03	$ 257.03	WEBSITE	X	X
331	OFFICE 4	FILE ORGANIZER VERTICLE PLASTIC 6-TRAY				1	F	$ 5.17	$ 5.17	$ 3.62	$ 3.62	WEBSITE	X	X
332	OFFICE 4	PEN HOLDER PLASTIC				4	PS	$ 8.09	$ 32.36	$ 8.09	$ 32.36	WEBSITE	X	X
333	OFFICE 4	TAPE DISPENSER	SCOTCH			2	PS	$ 6.69	$ 13.37	$ 6.69	$ 13.37	WEBSITE	X	X
334	OFFICE 4	CARD ORGANIZER WIRE MESH	OFFICE DEPOT			1	PS	$ 9.06	$ 9.06	$ 9.06	$ 9.06	WEBSITE	X	X
335	OFFICE 4	MISC OFFICE SUPPLIES (PENS, TAPLES PAPER CLIPS ETC.				1	PS	$ 54.00	$ 54.00	$ 54.00	$ 54.00	BSI ESTIMATE	X	X
336	OFFICE 4	HAND SOAP	SOFT SOAP		12 FL OZ	2	PS	$ 2.69	$ 5.38	$ 2.69	$ 5.38	WEBSITE	X	X
337	OFFICE 4	OFFICE PHONE	CISCO	7962		1	E	$ 43.15	$ 43.15	$ 23.73	$ 23.73	WEBSITE	X	X
338	OFFICE 4	TRASH CAN	RUBBERMAID		5 GAL	1	PS	$ 14.03	$ 14.03	$ 14.03	$ 14.03	WEBSITE	X	X
339	OFFICE 4	COMPUTER	DELL	OPTIPLEX 3060		1	E	$ 233.50	$ 233.50	$ 128.42	$ 128.42	WEBSITE	X	X
340	OFFICE 4	HOT GLUE GUN				1	T	$ 26.97	$ 26.97	$ 21.57	$ 21.57	WEBSITE	X	X
341	OFFICE 4	SURGE PROTECTOR 6-PLUG	APC			1	E	$ 28.07	$ 28.07	$ 15.44	$ 15.44	WEBSITE	X	X
342	OFFICE 4	MISC OFFICE SUPPLIES (TAPE, TAPLES, MARKERS, ETC.				1	PS	$ 32.40	$ 32.40	$ 32.40	$ 32.40	BSI ESTIMATE	X	X
343	OFFICE 4	DISINFECTANT SPRAY	ENVIROSAN II		16.5 FL OZ	1	PS	$ 7.11	$ 7.11	$ 7.11	$ 7.11	WEBSITE	X	X
344	OFFICE 4	FURNITURE POLISH	OLD ENGLISH		12.5 FL OZ	1	PS	$ 6.47	$ 6.47	$ 6.47	$ 6.47	WEBSITE	X	X
345	OFFICE 4	OFFICE PHONE	YEALINK			1	E	$ 43.15	$ 43.15	$ 23.73	$ 23.73	WEBSITE	X	X
346	OFFICE 4	KEYBOARD	DELL			1	E	$ 26.99	$ 26.99	$ 14.84	$ 14.84	WEBSITE	X	X
347	OFFICE 4	MOUSE	DELL			1	E	$ 16.19	$ 16.19	$ 8.90	$ 8.90	WEBSITE	X	X
348	OFFICE 4	SCANNING MACHINE	CANON	DR-M160 II		1	E	$ 258.12	$ 258.12	$ 141.97	$ 141.97	WEBSITE	X	X
349	OFFICE 4	MONITOR	DELL		18"	1	E	$ 84.24	$ 84.24	$ 46.33	$ 46.33	WEBSITE	X	X
350	OFFICE 4	WOODEN ROLLING TABLE			36X16X16	1	F	$ 59.39	$ 59.39	$ 41.57	$ 41.57	WEBSITE	X	X
351	OFFICE 4	WOODEN TABLE			20X15X24	1	F	$ 107.99	$ 107.99	$ 75.59	$ 75.59	WEBSITE	X	X
352	OFFICE 4	WIFI BOX	COMCAST	CBRZ-T		1	E	$ 95.02	$ 95.02	$ 52.26	$ 52.26	WEBSITE	X	X
353	OFFICE 4	PICTURE FRAME			12X14	1	FA	$ 36.14	$ 36.14	$ 36.14	$ 36.14	WEBSITE	X	X
354	OFFICE 4	BOOK SHELF WOODEN 3-TIER			53X14X40	1	F	$ 59.28	$ 59.28	$ 41.50	$ 41.50	WEBSITE	X	X
355	OFFICE 4	MISC PAPER & BOOKS				1	PS	$ 32.40	$ 32.40	$ 32.40	$ 32.40	BSI ESTIMATE	X	X
356	OFFICE 4	ARTIFICIAL HOUSE PLANT				1	PS	$ 21.57	$ 21.57	$ 21.57	$ 21.57	WEBSITE	X	X
357	OFFICE 4	TV	LG		24"	1	E	$ 140.39	$ 140.39	$ 77.21	$ 77.21	WEBSITE	X	X
358	OFFICE 4	FILE CABINET METAL VERTICAL 4-DRAWER			15X27X52	1	F	$ 151.16	$ 151.16	$ 105.81	$ 105.81	WEBSITE	X	X
359	OFFICE 4	FILE FOLDER 1/3 CUT 50PK				1	PS	$ 14.68	$ 14.68	$ 14.68	$ 14.68	WEBSITE	X	X
360	OFFICE 4	MISC OFFICE SUPPLIES (PENS MARKERS PAPER CLIPS				1	PS	$ 54.00	$ 54.00	$ 54.00	$ 54.00	BSI ESTIMATE	X	X
361	OFFICE 4	MISC OFFICE SUPPLIES (NOTE PADS THUMBTACKS STIKY NOTES				1	PS	$ 54.00	$ 54.00	$ 54.00	$ 54.00	BSI ESTIMATE	X	X
362	OFFICE 4	FILE ENVELOPE 10 PK				1	PS	$ 38.87	$ 38.87	$ 38.87	$ 38.87	WEBSITE	X	X
363	OFFICE 4	TV REMOTE	LG			1	E	$ 21.59	$ 21.59	$ 11.87	$ 11.87	WEBSITE	X	X
364	OFFICE 4	BOOKSHELF WOODEN 5-TIER			48X12X78	1	F	$ 219.47	$ 219.47	$ 153.63	$ 153.63	WEBSITE	X	X
365	OFFICE 4	HANGING FILE FOLDER 1/5 25PK				1	PS	$ 27.50	$ 27.50	$ 27.50	$ 27.50	WEBSITE	X	X
366	OFFICE 4	FILE FOLDER 1/3 CUT 100 PK				3	PS	$ 37.95	$ 113.85	$ 37.95	$ 113.85	WEBSITE	X	X
367	OFFICE 4	WALL CLOCK	HARRIS & MALLOW			1	PS	$ 32.40	$ 32.40	$ 32.40	$ 32.40	WEBSITE	X	X
368	OFFICE 4	MISC PAPER PRODUCTS				1	PS	$ 27.00	$ 27.00	$ 27.00	$ 27.00	BSI ESTIMATE	X	X
369	BATHROOM	TRASHCAN PLASTIC	RUBBERMAID		5 GAL	1	PS	$ 14.03	$ 14.03	$ 14.03	$ 14.03	WEBSITE	X	X
370	BATHROOM	MISC CLEANING SUPPLIES				1	PS	$ 108.00	$ 108.00	$ 108.00	$ 108.00	BSI ESTIMATE	X	X
371	LOCKER ROOM	URINAL PAD	PRO CHEM			1	PS	$ 57.34	$ 57.34	$ 57.34	$ 57.34	WEBSITE	X	X
372	LOCKER ROOM	3 RING BINDER			3"	3	PS	$ 12.52	$ 37.55	$ 12.52	$ 37.55	WEBSITE	X	X
373	LOCKER ROOM	AEROSOL CLEANER AND POLISH 12 PK	SHINE-M-UP		11.5 OZ	1	PS	$ 94.48	$ 94.48	$ 94.48	$ 94.48	WEBSITE	X	X
374	LOCKER ROOM	HAND SOAP FOR BATHROOM DISPENSOR 2PK	SIGNATRY			4	PS	$ 37.80	$ 151.20	$ 37.80	$ 151.20	WEBSITE	X	X
375	LOCKER ROOM	URINAL SCREEN W/ DEODERANT 12 PK				2	PS	$ 39.90	$ 79.79	$ 39.90	$ 79.79	WEBSITE	X	X
376	LOCKER ROOM	HAND SCRUBBER TOWELS WIPES	CHERRY BLITZ			2	PS	$ 22.98	$ 45.96	$ 22.98	$ 45.96	WEBSITE	X	X
377	LOCKER ROOM	GRENADIRE PLUS			2.5 GAL	2	PS	$ 23.74	$ 47.48	$ 23.74	$ 47.48	WEBSITE	X	X
378	LOCKER ROOM	AIR FILTER 12PK	PAMLICO AIR		20X25	1	PS	$ 97.97	$ 97.97	$ 97.97	$ 97.97	WEBSITE	X	X
379	LOCKER ROOM	ANTIMICROBIAL FOAMING HAND WASH 6PK	SYMMETRY			4	PS	$ 40.93	$ 163.73	$ 40.93	$ 163.73	WEBSITE	X	X
380	LOCKER ROOM	AEROSOL CLEANER & POLISH 12PK	SHINE-M-UP			3	PS	$ 88.54	$ 265.62	$ 88.54	$ 265.62	WEBSITE	X	X
381	LOCKER ROOM	SUDZING MILDEW STAIN REMOVER	DAYBREAK		1QT	2	PS	$ 20.64	$ 41.28	$ 20.64	$ 41.28	WEBSITE	X	X
382	LOCKER ROOM	MOP HEADS				6	PS	$ 5.23	$ 31.36	$ 5.23	$ 31.36	WEBSITE	X	X
383	LOCKER ROOM	PAPER TOWEL 16PK	MARCAL PRO			1	PS	$ 40.72	$ 40.72	$ 40.72	$ 40.72	WEBSITE	X	X
384	LOCKER ROOM	AIR FILTER 12PK	FACET AIRE 3		20X25X1	1	PS	$ 24.81	$ 24.81	$ 24.81	$ 24.81	WEBSITE	X	X

BINGHAM SERVICES INC.

INVENTORY OF CONTENTS - DAMAGED

TR#	LOCATION	ITEM DESCRIPTION	MANUF	PART# /MOD#	MEAS	QTY	CONT TYPE	UNIT LANDED RCV	RCV EXT	BSI EST ACV	ACV EXT	PRICE SOURCE	[redacted]	
385	LOCKER ROOM	AIR FILTER 14PK	FACET AIRE 3		20X25X1	1	PS	$ 24.81	$ 24.81	$ 24.81	$ 24.81	WEBSITE	X	X
386	LOCKER ROOM	MISC CLEANING SUPPLIES				1	PS	$ 81.00	$ 81.00	$ 81.00	$ 81.00	BSI ESTIMATE	X	X
387	LOCKER ROOM	MISC HYGIENE PRODUCT				1	PS	$ 54.00	$ 54.00	$ 54.00	$ 54.00	BSI ESTIMATE	X	X
388	LOCKER ROOM	BEE KILLER 12PK	PRO EXTERMINATOR		17.5 OZ	1	PS	$ 70.92	$ 70.92	$ 70.92	$ 70.92	WEBSITE	X	X
389	LOCKER ROOM	METAL CHAIR				4	F	$ 31.47	$ 125.88	$ 22.03	$ 88.12	WEBSITE	X	X
390	KITCHEN	COFFEE MAKER	NOREICO			1	KS	$ 21.51	$ 21.51	$ 16.14	$ 16.14	WEBSITE	X	X
391	KITCHEN	MISC KITCHEN WARE PLATES,CUPS,MUGS				1	KS	$ 162.00	$ 162.00	$ 121.50	$ 121.50	BSI ESTIMATE	X	X
392	KITCHEN	MISC KITCHEN COOKWARE POTS,PANS ETC				1	KS	$ 162.00	$ 162.00	$ 121.50	$ 121.50	BSI ESTIMATE	X	X
393	KITCHEN	FIRE EXTINGUISHER	AMEREX			1	PS	$ 82.08	$ 82.08	$ 82.08	$ 82.08	WEBSITE	X	X
394	KITCHEN	MICROWAVE	GOLDSTAR			1	E	$ 52.92	$ 52.92	$ 29.11	$ 29.11	WEBSITE	X	X
395	KITCHEN	TABLE WOOD LEGS PRESSBOARD TOP			96X42X31	1	F	$ 431.99	$ 431.99	$ 302.39	$ 302.39	WEBSITE	X	X
396	KITCHEN	TABLE CHAIRS LEATHER SEAT & BACK METAL LEGS				5	F	$ 140.39	$ 701.95	$ 98.27	$ 491.36	WEBSITE	X	X
397	KITCHEN	MISC CLEANING SUPPLIES BLEACH, DISINFECTANT				1	PS	$ 32.40	$ 32.40	$ 32.40	$ 32.40	BSI ESTIMATE	X	X
398	TOOL ROOM	OIL SEAL	INTERNATIONAL	D22B		3	PS	$ 30.23	$ 90.69	$ 30.23	$ 90.69	WEBSITE	X	X
399	TOOL ROOM	PAINT BRUSH 25PK			3"	1	PS	$ 47.39	$ 47.39	$ 47.39	$ 47.39	WEBSITE	X	X
400	TOOL ROOM	BATTERY TERMINAL PROTECTORS 25PK	BG			1	PS	$ 2.15	$ 2.15	$ 2.15	$ 2.15	WEBSITE	X	X
401	TOOL ROOM	OIL SEAL	NATIONAL OIL SEALS			5	PS	$ 11.08	$ 55.40	$ 11.08	$ 55.40	WEBSITE	X	X
402	TOOL ROOM	ANTIFREEZE TESTER	SERVICE TOOLS	1500 SERIES		1	T	$ 7.55	$ 7.55	$ 6.04	$ 6.04	WEBSITE	X	X
403	TOOL ROOM	AIR HOSE	CONTINENTAL	SAE100R17	3'	5	T	$ 10.75	$ 53.73	$ 8.60	$ 42.98	WEBSITE	X	X
404	TOOL ROOM	HALOGEN CAR BULB	WURTH			18	PS	$ 7.55	$ 135.89	$ 7.55	$ 135.89	WEBSITE	X	X
405	TOOL ROOM	WHEEL BOLT 25PK	NAPA	641-2010		1	PS	$ 38.87	$ 38.87	$ 38.87	$ 38.87	WEBSITE	X	X
406	TOOL ROOM	WHEEL NUT 25PK	NAPA	641-2001		1	PS	$ 26.83	$ 26.83	$ 26.83	$ 26.83	WEBSITE	X	X
407	TOOL ROOM	WHEEL STUD 10 PK	NAPA	641-2378		3	PS	$ 29.14	$ 87.42	$ 29.14	$ 87.42	WEBSITE	X	X
408	TOOL ROOM	FUEL WATER SEPARATOR	NAPA	3472		1	T	$ 25.91	$ 25.91	$ 20.73	$ 20.73	WEBSITE	X	X
409	TOOL ROOM	CABLE LUG 25PK	NAPA	728035		2	PS	$ 2.00	$ 4.00	$ 2.00	$ 4.00	WEBSITE	X	X
410	TOOL ROOM	LIGHT BULB 6PK	FTL	MR16		1	PS	$ 16.19	$ 16.19	$ 16.19	$ 16.19	WEBSITE	X	X
411	TOOL ROOM	BRAKE PAD KIT	BENDIX	2K2524H		3	PS	$ 31.34	$ 94.02	$ 31.34	$ 94.02	WEBSITE	X	X
412	TOOL ROOM	MULTI-PURPOSE SYNTHETIC GREASE	SUPER LUBE		5LB	1	PS	$ 141.63	$ 141.63	$ 141.63	$ 141.63	WEBSITE	X	X
413	TOOL ROOM	MISC PARTS AND SUPPLIES				1	PS	$ 432.00	$ 432.00	$ 432.00	$ 432.00	BSI ESTIMATE	X	X
414	TOOL ROOM	REFRIDGERENT RECYCLING RECHARGING STATION	ROBIN AIR	3478811		1	E	$ 5,506.92	$ 5,506.92	$ 3,028.81	$ 3,028.81	WEBSITE	X	X
415	TOOL ROOM	REFRIDGERENT RECYCLING RECHARGING STATION	ROBIN AIR	AC1234-4		1	E	$ 7,685.13	$ 7,685.13	$ 4,226.82	$ 4,226.82	WEBSITE	X	X
416	TOOL ROOM	ICEMAKER	MANITOWOC	QD045ZA		1	E	$ 3,783.41	$ 3,783.41	$ 2,080.87	$ 2,080.87	WEBSITE	X	X
417	TOOL ROOM	BATTERY CHARGER 12-20V	DEWALT	DCB101		1	T	$ 96.12	$ 96.12	$ 76.90	$ 76.90	WEBSITE	X	X
418	TOOL ROOM	BATTERY CHARGER 12-20V	ALEMITE	343500		1	T	$ 69.82	$ 69.82	$ 55.86	$ 55.86	WEBSITE	X	X
419	TOOL ROOM	BATTERY 20V	ALEMITE	343291		1	T	$ 49.00	$ 49.00	$ 39.20	$ 39.20	WEBSITE	X	X
420	TOOL ROOM	BATTERY 12V	DEWALT	1201		1	T	$ 52.92	$ 52.92	$ 42.34	$ 42.34	WEBSITE	X	X
421	TOOL ROOM	BATTERY CHARGER 12V	LINCOLN	1210 SERIES		1	T	$ 65.87	$ 65.87	$ 52.70	$ 52.70	WEBSITE	X	X
422	TOOL ROOM	WRENCH SET 10PK	NAPA	1 3/8-2"		1	T	$ 105.84	$ 105.84	$ 84.67	$ 84.67	WEBSITE	X	X
423	TOOL ROOM	HAND SAW				3	T	$ 21.57	$ 64.70	$ 17.25	$ 51.76	WEBSITE	X	X
424	TOOL ROOM	VEHICLE INJECTION APPARATUS	VIA	9210LBC		1	T	$ 274.31	$ 274.31	$ 219.45	$ 219.45	WEBSITE	X	X
425	TOOL ROOM	WRENCH	RIGID		2'	2	T	$ 36.69	$ 73.38	$ 29.35	$ 58.70	WEBSITE	X	X
426	TOOL ROOM	TRUMBELL ADJUSTABLE				1	T	$ 102.59	$ 102.59	$ 82.07	$ 82.07	WEBSITE	X	X
427	TOOL ROOM	PIPE WRENCH	POWER GRIP			2	T	$ 59.37	$ 118.74	$ 47.49	$ 94.99	WEBSITE	X	X
428	TOOL ROOM	AXE WOODEN HANDLE				1	T	$ 86.39	$ 86.39	$ 69.11	$ 69.11	WEBSITE	X	X
429	TOOL ROOM	BOLT CUTTERS				2	T	$ 44.86	$ 89.73	$ 35.89	$ 71.78	WEBSITE	X	X
430	TOOL ROOM	RIGHT ANGLE DRILL PLUG-IN	DEWALT	DW160V		1	T	$ 213.84	$ 213.84	$ 171.07	$ 171.07	WEBSITE	X	X
431	TOOL ROOM	BELT MEASURE	GATES			1	T	$ 66.28	$ 66.28	$ 53.02	$ 53.02	WEBSITE	X	X
432	TOOL ROOM	RUBBER MALLOT				1	T	$ 8.61	$ 8.61	$ 6.89	$ 6.89	WEBSITE	X	X
433	TOOL ROOM	BALL PEEN HAMMER	ACE			1	T	$ 33.52	$ 33.52	$ 26.82	$ 26.82	WEBSITE	X	X
434	TOOL ROOM	TABLE VISE			8"	1	T	$ 239.26	$ 239.26	$ 191.41	$ 191.41	WEBSITE	X	X
435	TOOL ROOM	AIR BRAKE HOSE	PARKER HANNIFIN		100'	1	T	$ 66.70	$ 66.70	$ 53.36	$ 53.36	WEBSITE	X	X
436	TOOL ROOM	WHITE MULTIFOLD TOWEL REFIL	CINTAS			1	PS	$ 30.60	$ 30.60	$ 30.60	$ 30.60	WEBSITE	X	X
437	TOOL ROOM	MISC METAL SIGNS & ELECTRIC WIRE				1	PS	$ 81.00	$ 81.00	$ 81.00	$ 81.00	BSI ESTIMATE	X	X
438	TOOL ROOM	MISC BRASS FITTING ELECTRIC CONN. & HEAT TUBING				1	PS	$ 324.00	$ 324.00	$ 324.00	$ 324.00	BSI ESTIMATE	X	X
439	TOOL ROOM	HEAT GUN	TRIGR HEAT			1	T	$ 28.08	$ 28.08	$ 22.46	$ 22.46	WEBSITE	X	X
440	TOOL ROOM	FILTER DRIER	ROBINAIR	34724		5	T	$ 145.79	$ 728.95	$ 116.63	$ 583.16	WEBSITE	X	X
441	TOOL ROOM	TESTER ADAPTER	STANT	A450		1	T	$ 89.63	$ 89.63	$ 71.70	$ 71.70	WEBSITE	X	X
442	TOOL ROOM	DOUBLE FLARING TOOL KIT	SERVICE KITS	#1860		1	T	$ 33.17	$ 33.17	$ 26.53	$ 26.53	WEBSITE	X	X
443	TOOL ROOM	COOLING SYSTEM PRESSURE TESTER	STANT	ST 270		1	T	$ 68.03	$ 68.03	$ 54.42	$ 54.42	WEBSITE	X	X
444	TOOL ROOM	HEAT GUN	PERFORMANCE TOOL	W50076		1	T	$ 34.55	$ 34.55	$ 27.64	$ 27.64	WEBSITE	X	X
445	TOOL ROOM	CAR BATTERY CHARGER	MIDTRONICS	PSC-3005		1	T	$ 75.58	$ 75.58	$ 60.46	$ 60.46	WEBSITE	X	X
446	TOOL ROOM	KEYBOARD	LOGITECH			1	E	$ 21.59	$ 21.59	$ 11.87	$ 11.87	WEBSITE	X	X
447	TOOL ROOM	COMPUTER	DELL	OPTIPLEX 755		1	E	$ 233.50	$ 233.50	$ 128.42	$ 128.42	WEBSITE	X	X
448	TOOL ROOM	MOUSE	DELL			1	E	$ 16.19	$ 16.19	$ 8.90	$ 8.90	WEBSITE	X	X

BINGHAM SERVICES INC.

INVENTORY OF CONTENTS - DAMAGED

TR#	LOCATION	ITEM DESCRIPTION	MANUF	PART#/MOD#	MEAS	QTY	CONT TYPE	UNIT LANDED RCV	RCV EXT	BSI EST ACV	ACV EXT	PRICE SOURCE			
449	TOOL ROOM	MISC CORDS (POWER,HDMI)				1	E	$ 54.00	$ 54.00	$ 29.70	$ 29.70	BSI ESTIMATE	X		X
450	TOOL ROOM	PRINTER	HP	P1102W		1	E	$ 139.32	$ 139.32	$ 76.63	$ 76.63	WEBSITE	X		X
451	TOOL ROOM	MONITOR	DELL		18"	1	E	$ 84.24	$ 84.24	$ 46.33	$ 46.33	WEBSITE	X		X
452	TOOL ROOM	WOODEN TABLE			47X27X30	1	F	$ 342.01	$ 342.01	$ 239.41	$ 239.41	WEBSITE	X		X
453	TOOL ROOM	ROLLING COMPUTER DESK METAL BASE PLASTIC TOP			47X24X29	1	F	$ 135.70	$ 135.70	$ 94.99	$ 94.99	WEBSITE	X		X
454	TOOL ROOM	WOODEN TABLE			34X17X30	1	F	$ 247.32	$ 247.32	$ 173.12	$ 173.12	WEBSITE	X		X
455	TOOL ROOM	MISC PARTS AND SUPPLIES				1	PS	$ 162.00	$ 162.00	$ 162.00	$ 162.00	BSI ESTIMATE	X		X
456	TOOL ROOM	AMP JUMP STARTER	JNC	1224		1	T	$ 436.13	$ 436.13	$ 348.90	$ 348.90	WEBSITE	X		X
457	TOOL ROOM	SURGE PROTECTOR 7-PLUG	APC			1	E	$ 23.73	$ 23.73	$ 13.05	$ 13.05	WEBSITE	X		X
458	TOOL ROOM	RECHARGABLE AIR COMPRESSOR/POWER SUPPLY	NAPA			1	T	$ 93.64	$ 93.64	$ 74.91	$ 74.91	WEBSITE	X		X
459	TOOL ROOM	ENGINE OIL PRESSURE TESTER				1	T	$ 139.70	$ 139.70	$ 111.76	$ 111.76	WEBSITE	X		X
460	TOOL ROOM	REAR AXLE BEARING PULLER SET	SERVICE TOOLS	41710		1	T	$ 55.39	$ 55.39	$ 44.31	$ 44.31	WEBSITE	X		X
461	TOOL ROOM	STEERING WHEEL PULLER & CRANKSHAFT PULLEY	SERVICE TOOLS	2291		1	T	$ 56.15	$ 56.15	$ 44.92	$ 44.92	WEBSITE	X		X
462	TOOL ROOM	10 WAY SLIDE HAMMER PULLER SET				1	T	$ 86.94	$ 86.94	$ 69.55	$ 69.55	WEBSITE	X		X
463	TOOL ROOM	FRONT END SERVICE SET SPC	PERFORMANCE TOOL	W89303		1	PS	$ 126.72	$ 126.72	$ 126.72	$ 126.72	WEBSITE	X		X
464	TOOL ROOM	TAP DRILL BIT SET 60PC				1	T	$ 68.32	$ 68.32	$ 54.66	$ 54.66	WEBSITE	X		X
465	TOOL ROOM	T-HANDLE BALL KEY SET 10PC	PERFORMANCE TOOLS			1	T	$ 31.32	$ 31.32	$ 25.06	$ 25.06	WEBSITE	X		X
466	TOOL ROOM	AUTOMOTIVE AIR CONDITIONING PARTS SYSTEM	NAPA			1	T	$ 157.67	$ 157.67	$ 126.14	$ 126.14	WEBSITE	X		X
467	TOOL ROOM	MISC METAL PARTS/PIECES				1	PS	$ 54.00	$ 54.00	$ 54.00	$ 54.00	BSI ESTIMATE	X		X
468	TOOL ROOM	REFRIDGERANT LEAK DETECTOR	AMPROBE	RLD-1		1	T	$ 148.32	$ 148.32	$ 118.65	$ 118.65	WEBSITE	X		X
469	TOOL ROOM	ULTRASONIC DIAGNOSTIC TOOL	MARKSMAN II			1	T	$ 966.59	$ 966.59	$ 773.27	$ 773.27	WEBSITE	X		X
470	TOOL ROOM	DATA LINK ADAPTER	CUMMINGS			1	T	$ 1,825.20	$ 1,825.20	$ 1,460.16	$ 1,460.16	WEBSITE	X		X
471	TOOL ROOM	WHEEL SOCKETS	GP		1"	1	T	$ 230.43	$ 230.43	$ 184.34	$ 184.34	WEBSITE	X		X
472	TOOL ROOM	MISC SOCKETS			1"	1	T	$ 54.00	$ 54.00	$ 43.20	$ 43.20	BSI ESTIMATE	X		X
473	TOOL ROOM	PRECISION DIAGNOSTIC METER	SNAP-ON	MT 500		1	T	$ 583.19	$ 583.19	$ 466.55	$ 466.55	WEBSITE	X		X
474	TOOL ROOM	METERED HANDLE	NAPA	825-5039		1	T	$ 75.59	$ 75.59	$ 60.47	$ 60.47	WEBSITE	X		X
475	TOOL ROOM	BRAKE DRUM MICROMETER	FMC			1	T	$ 187.19	$ 187.19	$ 149.75	$ 149.75	WEBSITE	X		X
476	TOOL ROOM	VARIABLE VENTURI CARBURETOR SERVICE KIT	OTC	7146		1	T	$ 47.89	$ 47.89	$ 38.31	$ 38.31	WEBSITE	X		X
477	TOOL ROOM	ELECTRICAL CIRCUIT TESTER KIT	SNAP-ON	MT 304P		1	T	$ 2.96	$ 2.96	$ 2.37	$ 2.37	WEBSITE	X		X
478	TOOL ROOM	FUEL INJECTOR CLEANING SYSTEM	NAPA	2-17458		1	T	$ 260.27	$ 260.27	$ 208.22	$ 208.22	WEBSITE	X		X
479	TOOL ROOM	MISC TOOLS/PARTS				1	T	$ 54.00	$ 54.00	$ 43.20	$ 43.20	BSI ESTIMATE	X		X
480	TOOL ROOM	INDUCTIVE TIMING LIGHT	KAL	L-10		1	T	$ 61.06	$ 61.06	$ 48.85	$ 48.85	WEBSITE	X		X
481	TOOL ROOM	POWER TIMING LIGHT	NAPA			1	T	$ 86.39	$ 86.39	$ 69.11	$ 69.11	WEBSITE	X		X
482	TOOL ROOM	BATTERY CHARGER/MAINTAINER	NAPA	8S-303		1	T	$ 53.99	$ 53.99	$ 43.19	$ 43.19	WEBSITE	X		X
483	TOOL ROOM	MISC PARTS & SUPPLIES				1	PS	$ 27.00	$ 27.00	$ 27.00	$ 27.00	BSI ESTIMATE	X		X
484	TOOL ROOM	TRANSMISSION COOLER HOSE	NAPA	32998		2	T	$ 31.31	$ 62.62	$ 25.05	$ 50.09	WEBSITE	X		X
485	TOOL ROOM	PULLEY	AMERICAN POWER PULL		1 TON	1	T	$ 46.19	$ 46.19	$ 36.95	$ 36.95	WEBSITE	X		X
486	TOOL ROOM	PORTABLE RAM KIT	NAPA	791-1142	10 TON	1	T	$ 243.23	$ 243.23	$ 194.58	$ 194.58	WEBSITE	X		X
487	TOOL ROOM	GRINDER WHEEL	NAPA		7"	2	T	$ 15.11	$ 30.22	$ 12.09	$ 24.17	WEBSITE	X		X
488	TOOL ROOM	MISC TOOLS				1	T	$ 54.00	$ 54.00	$ 43.20	$ 43.20	BSI ESTIMATE	X		X
489	TOOL ROOM	BALL JOINT SUPER SET	OTC	6530		1	T	$ 159.84	$ 159.84	$ 127.87	$ 127.87	WEBSITE	X		X
490	TOOL ROOM	BOTTLE JACK			10 TON	2	T	$ 26.63	$ 53.27	$ 21.31	$ 42.61	WEBSITE	X		X
491	TOOL ROOM	JIGSAW	SKIL			1	T	$ 72.44	$ 72.44	$ 57.95	$ 57.95	WEBSITE	X		X
492	TOOL ROOM	DRILL	DEWALT	DWD210G		1	T	$ 171.72	$ 171.72	$ 137.38	$ 137.38	WEBSITE	X		X
493	TOOL ROOM	RIGHT ANGLE DRILL	DEWALT	DW120		1	T	$ 213.84	$ 213.84	$ 171.07	$ 171.07	WEBSITE	X		X
494	TOOL ROOM	GRINDER	DEWALT	DWB47		1	T	$ 97.18	$ 97.18	$ 77.74	$ 77.74	WEBSITE	X		X
495	TOOL ROOM	AIR WRENCH	CHICAGO PNUEMATIC	CP-797		4	T	$ 615.06	$ 2,460.24	$ 492.05	$ 1,968.19	WEBSITE	X		X
496	TOOL ROOM	TAP & DIE SET	CENTURY			2	T	$ 322.92	$ 645.84	$ 258.34	$ 516.67	WEBSITE	X		X
497	TOOL ROOM	AIR CONDITIONER ADAPTER SET	BLUE POINT	PB45B		1	T	$ 33.47	$ 33.47	$ 26.78	$ 26.78	WEBSITE	X		X
498	TOOL ROOM	DREMEL TOOL KIT				3	T	$ 97.19	$ 291.57	$ 77.75	$ 233.25	WEBSITE	X		X
499	TOOL ROOM	MISC PARTS & SUPPLIES				1	PS	$ 108.00	$ 108.00	$ 108.00	$ 108.00	BSI ESTIMATE	X		X
500	TOOL ROOM	TOOL BOX METAL 3 DRAWER			15X8X8	4	PS	$ 67.54	$ 270.17	$ 67.54	$ 270.17	WEBSITE	X		X
501	TOOL ROOM	MISC DRILL BITS				1	T	$ 135.00	$ 135.00	$ 108.00	$ 108.00	BSI ESTIMATE	X		X
502	TOOL ROOM	TOOL BOX METAL			18X12X4	63	PS	$ 25.48	$ 1,605.06	$ 25.48	$ 1,605.06	WEBSITE	X		X
503	TOOL ROOM	TOOL BOX METAL			12X9X2	1	PS	$ 25.48	$ 25.48	$ 25.48	$ 25.48	WEBSITE	X		X
504	TOOL ROOM	PLASTIC PART ORGANIZER			10X6X3	5	PS	$ 8.52	$ 42.61	$ 8.52	$ 42.61	WEBSITE	X		X
505	TOOL ROOM	TOOL BOX METAL			16X9X12	1	PS	$ 25.48	$ 25.48	$ 25.48	$ 25.48	WEBSITE	X		X
506	TOOL ROOM	ICE MACHINE CLEANER	NICKEL-SAFE	4287-08	1 GAL	1	PS	$ 100.56	$ 100.56	$ 100.56	$ 100.56	WEBSITE	X		X
507	TOOL ROOM	FLUID EVACUATOR	MITYVAC	MV7201		1	T	$ 141.48	$ 141.48	$ 113.18	$ 113.18	WEBSITE	X		X
508	TOOL ROOM	TAP & DIE SET			1"	1	T	$ 128.52	$ 128.52	$ 102.82	$ 102.82	WEBSITE	X		X
509	TOOL ROOM	ELECTRICAL WIRE		16 GAUGE	100'	1	PS	$ 864.00	$ 864.00	$ 864.00	$ 864.00	BSI ESTIMATE	X		X
510	TOOL ROOM	VACCUM TUBING			50'	1	PS	$ 594.00	$ 594.00	$ 594.00	$ 594.00	BSI ESTIMATE	X		X
511	TOOL ROOM	CARBIDE TIP CUTTER ASSORTMENT KIT	TIF	85984		1	PS	$ 341.60	$ 341.60	$ 341.60	$ 341.60	WEBSITE	X		X
512	TOOL ROOM	EPOXY STICK ASSORTMENT KIT	TIF	B5561		1	PS	$ 91.80	$ 91.80	$ 91.80	$ 91.80	WEBSITE	X		X

BINGHAM SERVICES INC.

INVENTORY OF CONTENTS - DAMAGED

TR#	LOCATION	ITEM DESCRIPTION	MANUF	PART#/MOD#	MEAS	QTY	CONT TYPE	UNIT LANDED RCV	RCV EXT	BSI EST ACV	ACV EXT	PRICE SOURCE	[redacted]	
513	TOOL ROOM	MISC PART & SUPPLY KIT				1	PS	$ 54.00	$ 54.00	$ 54.00	$ 54.00	BSI ESTIMATE	X	X
514	TOOL ROOM	BRASS HOSE END & MENDERS ASSORTMENT KIT	TIF	85144		1	PS	$ 165.24	$ 165.24	$ 165.24	$ 165.24	WEBSITE	X	X
515	TOOL ROOM	SOLID SHRINK TERMINALS	TIF	85970		1	PS	$ 118.10	$ 118.10	$ 118.10	$ 118.10	WEBSITE	X	X
516	TOOL ROOM	FUSE ASSORTMENT KIT	AV-VE-CO			1	PS	$ 13.42	$ 13.42	$ 13.42	$ 13.42	WEBSITE	X	X
517	TOOL ROOM	NUT SERT ASSORTMENT KIT	WINZER	18-8 SCREWS		1	PS	$ 24.47	$ 24.47	$ 24.47	$ 24.47	WEBSITE	X	X
518	TOOL ROOM	MISC PART & SUPPLY KIT				1	PS	$ 54.00	$ 54.00	$ 54.00	$ 54.00	BSI ESTIMATE	X	X
519	TOOL ROOM	BRASS FITTING ASSORTMENT KIT	KAR	95470	1/4-1/2"	1	PS	$ 56.15	$ 56.15	$ 56.15	$ 56.15	WEBSITE	X	X
520	TOOL ROOM	MISC PART & SUPPLY KIT				1	PS	$ 54.00	$ 54.00	$ 54.00	$ 54.00	BSI ESTIMATE	X	X
521	TOOL ROOM	SPRING PIN ASSORTMENT KIT	KAR	95242	1/16-1/4	1	PS	$ 77.71	$ 77.71	$ 77.71	$ 77.71	WEBSITE	X	X
522	TOOL ROOM	2-EAR CRIMP TYPE HOSE CLAMP ASSORTMENT KIT	KIMBALL MIDWEST	405191		1	PS	$ 32.39	$ 32.39	$ 32.39	$ 32.39	WEBSITE	X	X
523	TOOL ROOM	ADAPTER & THINSERTS PHILLIPS FLAT HEAD SCREWS	NUTSERTS	17927		1	PS	$ 21.29	$ 21.29	$ 21.29	$ 21.29	WEBSITE	X	X
524	TOOL ROOM	SHRADER PORT CAP ASSORTMENT KIT	WURTH			1	PS	$ 72.20	$ 72.20	$ 72.20	$ 72.20	WEBSITE	X	X
525	TOOL ROOM	PUSH ON BRASS FITTING ASSORTMENT KIT	WINZER			1	PS	$ 114.43	$ 114.43	$ 114.43	$ 114.43	WEBSITE	X	X
526	TOOL ROOM	RED TERMINAL ASSORTMENT KIT	HI-LINE			1	PS	$ 154.21	$ 154.21	$ 154.21	$ 154.21	WEBSITE	X	X
527	TOOL ROOM	BLUE TERMINAL ASSORTMENT KIT	HI-LINE			1	PS	$ 275.97	$ 275.97	$ 275.97	$ 275.97	WEBSITE	X	X
528	TOOL ROOM	YELLOW TERMINAL ASSORTMENT KIT	HI-LINE			1	PS	$ 131.75	$ 131.75	$ 131.75	$ 131.75	WEBSITE	X	X
529	TOOL ROOM	FUSE ASSORTMENT KIT	HI-LINE			2	PS	$ 151.19	$ 302.38	$ 151.19	$ 302.38	WEBSITE	X	X
530	TOOL ROOM	BULB ASSORTMENT KIT	HI-LINE			1	PS	$ 188.99	$ 188.99	$ 188.99	$ 188.99	WEBSITE	X	X
531	TOOL ROOM	ATO/ATC ATM MAN RESET CIRCUIT BREAKER ASSORTMENT KIT	KIMBALL MIDWEST	40-286-6		1	PS	$ 26.95	$ 26.95	$ 26.95	$ 26.95	WEBSITE	X	X
532	TOOL ROOM	MISC PARTS & SUPPLY ASSORTMENT KIT				1	PS	$ 54.00	$ 54.00	$ 54.00	$ 54.00	BSI ESTIMATE	X	X
533	TOOL ROOM	RIVET NUTS ASSORTMENT KIT	TIF	85959		1	PS	$ 45.33	$ 45.33	$ 45.33	$ 45.33	WEBSITE	X	X
534	TOOL ROOM	PRESTO PIN ASSORTMENT KIT	KAR	95112		1	PS	$ 15.13	$ 15.13	$ 15.13	$ 15.13	WEBSITE	X	X
535	TOOL ROOM	INDICATOR FUSE ASSORTMENT KIT	KIMBALL MIDWEST			2	PS	$ 70.19	$ 140.38	$ 70.19	$ 140.38	WEBSITE	X	X
536	TOOL ROOM	BLACK CABLE TIE ASSORTMENT KIT	HI-LINE			1	PS	$ 36.55	$ 36.55	$ 36.55	$ 36.55	WEBSITE	X	X
537	TOOL ROOM	HEAT SHRINK TUBE ASSORTMENT KIT	HI-LINE			2	PS	$ 80.98	$ 161.96	$ 80.98	$ 161.96	WEBSITE	X	X
538	TOOL ROOM	D.O.T. QUICK CONNECT FITTING ASSORTMENT KIT	HI-LINE			2	PS	$ 140.39	$ 280.78	$ 140.39	$ 280.78	WEBSITE	X	X
539	TOOL ROOM	D.O.T. AIR BREAK FITTINGS ASSORTMENT KIT	HI-LINE			1	PS	$ 140.39	$ 140.39	$ 140.39	$ 140.39	WEBSITE	X	X
540	TOOL ROOM	DRILL POINT SCREW ASSORTMENT KIT	HI-LINE			1	PS	$ 228.38	$ 228.38	$ 228.38	$ 228.38	WEBSITE	X	X
541	TOOL ROOM	PINSROLL ASSORTMENT KIT	HI-LINE			1	PS	$ 95.03	$ 95.03	$ 95.03	$ 95.03	WEBSITE	X	X
542	TOOL ROOM	MISC PART & SUPPLY KIT				1	PS	$ 54.00	$ 54.00	$ 54.00	$ 54.00	BSI ESTIMATE	X	X
543	TOOL ROOM	SURFACE CONDITIONING DISC ASSORTMENT KIT	KAR	95213		1	PS	$ 93.72	$ 93.72	$ 93.72	$ 93.72	WEBSITE	X	X
544	TOOL ROOM	MISC PART & SUPPLY KIT				5	PS	$ 54.00	$ 270.00	$ 54.00	$ 270.00	BSI ESTIMATE	X	X
545	TOOL ROOM	COTTER PIN ASSORTMENT KIT	KAR	95483		1	PS	$ 15.13	$ 15.13	$ 15.13	$ 15.13	WEBSITE	X	X
546	TOOL ROOM	EXTENSION STRING ASSORTMENT KIT	KAR	95205		1	PS	$ 108.00	$ 108.00	$ 108.00	$ 108.00	BSI ESTIMATE	X	X
547	TOOL ROOM	SHRADER PORT CAP ASSORTMENT KIT	WURTH			1	PS	$ 72.20	$ 72.20	$ 72.20	$ 72.20	WEBSITE	X	X
548	TOOL ROOM	A/C CAP & VALVE CORES ASSORTMENT KIT	CHROMATE	17007		1	PS	$ 29.15	$ 29.15	$ 29.15	$ 29.15	WEBSITE	X	X
549	TOOL ROOM	HOSE FITTING & VACCUM CAP ASSORTMENT KIT	SOSMETAL	501301		1	PS	$ 24.83	$ 24.83	$ 24.83	$ 24.83	WEBSITE	X	X
550	TOOL ROOM	PUSH & BODY NUT RETAINER ASSORTMENT KIT	SOSMETAL	501435		1	PS	$ 13.99	$ 13.99	$ 13.99	$ 13.99	WEBSITE	X	X
551	TOOL ROOM	OIL DRAIN PLUG W/ GASKETS ASSORTMENT KIT	KAR	95537		1	PS	$ 115.55	$ 115.55	$ 115.55	$ 115.55	WEBSITE	X	X
552	TOOL ROOM	SOCKET SET SCREW ASSORTMENT KIT	KAR	95114		1	PS	$ 11.11	$ 11.11	$ 11.11	$ 11.11	WEBSITE	X	X
553	TOOL ROOM	CUSTOM SOCKET PRESSURE PIPE PLUG ASSORTMENT KIT	TIF			1	PS	$ 72.58	$ 72.58	$ 72.58	$ 72.58	WEBSITE	X	X
554	TOOL ROOM	CABLE CLAMP ASSORTMENT KIT	KAR	95053		1	PS	$ 50.32	$ 50.32	$ 50.32	$ 50.32	WEBSITE	X	X
555	TOOL ROOM	"E" RETAINING RING ASSORTMENT KIT	KAR	95079		1	PS	$ 68.03	$ 68.03	$ 68.03	$ 68.03	WEBSITE	X	X
556	TOOL ROOM	METRIC RETAINING RING ASSORTMENT KIT	KAR	95078		1	PS	$ 18.80	$ 18.80	$ 18.80	$ 18.80	WEBSITE	X	X
557	TOOL ROOM	ALLOY FLATHEAD SOCKET CAP SCREW ASSORTMENT KIT	KAR	95377		1	PS	$ 124.20	$ 124.20	$ 124.20	$ 124.20	WEBSITE	X	X
558	TOOL ROOM	RIVET ASSORTMENT KIT				1	PS	$ 23.75	$ 23.75	$ 23.75	$ 23.75	WEBSITE	X	X
559	TOOL ROOM	AUTOMOTIVE GREASE FITTING ASSORTMENT KIT	TIF	85180		1	PS	$ 64.79	$ 64.79	$ 64.79	$ 64.79	WEBSITE	X	X
560	TOOL ROOM	SLOTTED ROUND HEAD MACHINE SCREW ASSORTMENT KIT	PARTSMASTER			1	PS	$ 183.59	$ 183.59	$ 183.59	$ 183.59	WEBSITE	X	X
561	TOOL ROOM	MACHINE SCREW ASSORTMENT KIT	HI-LINE			1	PS	$ 28.07	$ 28.07	$ 28.07	$ 28.07	WEBSITE	X	X
562	TOOL ROOM	BRASS FITTING ASSORTMENT KIT	TIF	85002		1	PS	$ 104.57	$ 104.57	$ 104.57	$ 104.57	WEBSITE	X	X
563	TOOL ROOM	BRASS FITTING ASSORTMENT KIT	TIF	85003		1	PS	$ 104.57	$ 104.57	$ 104.57	$ 104.57	WEBSITE	X	X
564	TOOL ROOM	PIPE FITTING ASSORTMENT KIT	TIF	85105		1	PS	$ 248.39	$ 248.39	$ 248.39	$ 248.39	WEBSITE	X	X
565	TOOL ROOM	BRASS FITTING ASSORTMENT KIT	TIF	85001		1	PS	$ 104.57	$ 104.57	$ 104.57	$ 104.57	WEBSITE	X	X
566	OFFICE 2	WOODEN DESK 5 DRAWER L-SHAPE			60X30X30	1	F	$ 804.60	$ 804.60	$ 563.22	$ 563.22	WEBSITE	X	X
567	OFFICE 2	MISC PARTS & SUPPLY				1	PS	$ 16.20	$ 16.20	$ 16.20	$ 16.20	BSI ESTIMATE	X	X
568								$ -	$ -	$ -	$ -		X	X
569								$ -	$ -	$ -	$ -		X	X
570								$ -	$ -	$ -	$ -		X	X

INVENTORY TOTALS

$ [redacted] RCV

$ [redacted] ACV

LFG Building Consultants

4358-B Old Shell Road #108, Mobile, Alabama 36608
561.453.3838 - info@LFGrp.com - www.LFGrp.com

Insured:	City of Jackson
Property:	303 Oakdale Street Jackson, MS 32506

Claim Rep.:	John Malouf	Business:	(601) 317-9265
Position:	Executive Building Consul	Cellular:	(601) 317-9265
Company:	LFG Building Consultants	E-mail:	john@LFGrp.com
Business:	4358-B Old Shell Road #108 Mobile, AL 36608		

Estimator:	Nick Creamer
Position:	Senior Consultant
Company:	LFG Building Consultants
Business:	4358-B Old Shell Road #108 Mobile, AL 36608

Reference:	Kellen Maurer	Business:	(601) 572-5110
Position:	Executive General Adjuster	E-mail:	kellen.maurer@englemartin.com
Company:	Engle Martin		

Claim Number: 1000530248 **Policy Number:** TBD **Type of Loss:** Fire

Date of Loss:	10/18/2024 11:00 PM	Date Received:	12/1/2024 11:00 PM
Date Inspected:	12/5/2024 11:00 PM	Date Entered:	12/18/2024 3:10 PM

Price List:	MSJA8X_OCT24 Restoration/Service/Remodel
Estimate:	CITY_OF_JACKSON_V1

This scope of work is based on visual inspections completed on **12/5/2024** by the **LFG inspection team** and is based on all work being done during normal business hours. No allowance has been made for overtime or premium time. This scope of work is based on a replacement basis and does not include code upgrades, and/or testing/removal of hazardous materials.

The intent of this document is to show repair quantities with the thought process of restoring the building to pre-loss condition. The accuracy of these quantities/prices should be verified by the insured or their contractor, and any proposals for the work should include all work required to restore the building to its pre-loss condition regardless of whether the trade description and quantities are shown in this document. Any potential discrepancies should be brought to our attention, in a timely manner, in order to come to an agreed scope of repair.

The attached photographs were taken by **LFG inspection team**.

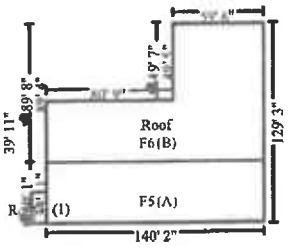
This document is prepared for the adjustment team. Reliance upon this document is for the sole use of the intended recipients. LFG reserves the right to change its opinion should further information become available upon preparation of this report.

LFG Building Consultants
4358-B Old Shell Road #108, Mobile, Alabama 36608
561.453.3838 - info@LFGrp.com - www.LFGrp.com

CITY_OF_JACKSON_V1

Roof

Main Level



Roof

14381.80 Surface Area
579.77 Total Perimeter Length
143.82 Number of Squares
140.20 Total Ridge Length

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
FRAMING							
1. R&R Steel purlins - Z-shape - 8"	595.00 LF	14.79	272.39	1,814.50	10,886.94	(0.00)	10,886.94
2. R&R Angle - L 2" x 2" x 3/16" thick	240.00 LF	9.44	72.07	467.54	2,805.21	(0.00)	2,805.21
ROOFING							
3. R&R Vinyl-faced/laminated insulation - 6"	5,335.17 SF	2.35	0.00	2,507.54	15,045.19	(1,013.68)	14,031.51
4. Remove Metal roofing - ribbed - 26 gauge - up to 1"	5,335.17 SF	1.38	0.00	1,472.50	8,835.03	(0.00)	8,835.03
Removal of the 1st layer of metal roofing.							
5. Metal roofing - ribbed - 26 gauge - up to 1"	5,868.69 SF	6.35	0.00	7,453.24	44,719.42	(3,012.59)	41,706.83
Replacement of the 1st layer of metal roofing to bring the height back to original.							
6. R&R Furring strip - 1" x 3"	1,335.00 SF	1.74	42.05	473.02	2,837.97	(0.00)	2,837.97
7. Remove Metal roofing - High grade	5,335.17 SF	1.38	0.00	1,472.50	8,835.03	(0.00)	8,835.03
8. Metal roofing - High grade	5,868.69 SF	9.72	0.00	11,408.74	68,452.41	(0.00)	68,452.41
9. Butyl tape / sealing metal roofing panels for low slopes	1,778.39 LF	1.00	0.00	355.68	2,134.07	(0.00)	2,134.07
FLASHING							
10. R&R Hip / Ridge cap - metal roofing	60.00 LF	9.49	0.00	113.88	683.28	(0.00)	683.28
11. R&R Drip edge/gutter apron	59.50 LF	3.99	0.00	47.50	284.91	(0.00)	284.91
12. R&R Eave trim for metal roofing - 26 gauge	59.50 LF	7.84	0.00	93.30	559.79	(0.00)	559.79
13. R&R Gable trim for metal roofing - 26 gauge	139.25 LF	8.60	0.00	239.52	1,437.07	(0.00)	1,437.07
14. R&R Closure strips for metal roofing - inside and/or outside	120.00 LF	4.24	0.00	101.76	610.56	(0.00)	610.56
15. R&R Roof mount power attic vent	1.00 EA	305.72	0.00	61.14	366.86	(0.00)	366.86
Totals: Roof			**386.51**	**28,082.36**	**168,493.74**	**4,026.27**	**164,467.47**

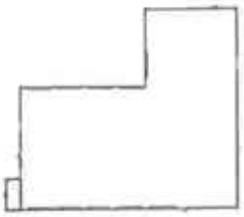
General Conditions

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV

CONTINUED - General Conditions

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
GENERAL CONDITIONS							
16. Dumpster load - Approx. 40 yards, 7-8 tons of debris	2.00 EA	1,100.00	0.00	440.00	2,640.00	(0.00)	2,640.00
17. Material Only Sheathing - plywood - 5/8" CDX	128.00 SF	1.07	9.59	29.32	175.87	(0.00)	175.87
Materials placed under the dumpster to prevent damages to the asphalt.							
18. Telehandler/forklift (per day) - no operator	8.00 DA	538.00	0.00	860.80	5,164.80	(0.00)	5,164.80
19. Equipment Operator - per hour	20.00 HR	67.24	0.00	268.96	1,613.76	(0.00)	1,613.76
Equipment operator for the telehandler.							
20. Commercial Supervision / Project Management - per hour	32.00 HR	73.19	0.00	468.42	2,810.50	(0.00)	2,810.50
LFG calculated the on-site supervisor for 32 hours for the duration of the roof removal and replacement due to coordination with the rebuild of the steel components.							
21. Taxes, insurance, permits & fees (Bid Item)	1.00 EA						OPEN ITEM
Totals: General Conditions			**9.59**	**2,067.50**	**12,404.93**	**0.00**	**12,404.93**
Total: Main Level			**396.10**	**30,149.86**	**180,898.67**	**4,026.27**	**176,872.40**
Total: Roof			**396.10**	**30,149.86**	**180,898.67**	**4,026.27**	**176,872.40**

LFG Building Consultants
4358-B Old Shell Road #108, Mobile, Alabama 36608
561.453.3838 - info@LFGrp.com - www.LFGrp.com



Ext_Surfaces

211.45 SF Walls
211.45 SF Walls & Ceiling
790.26 LF Floor Perimeter

Missing Wall - Goes to neither Floor/Ceiling	**3' 4" X 7' 2 11/16"**	**Opens into Exterior**
Missing Wall - Goes to neither Floor/Ceiling	**3' 3 9/16" X 7' 3 5/16"**	**Opens into Exterior**
Missing Wall - Goes to neither Floor/Ceiling	**3' 6 1/2" X 7' 4 3/8"**	**Opens into Exterior**
Missing Wall - Goes to neither Floor/Ceiling	**7' 2 9/16" X 6' 6"**	**Opens into Exterior**
Missing Wall - Goes to neither Floor/Ceiling	**5' 9 7/16" X 5' 8 13/16"**	**Opens into Exterior**
Missing Wall - Goes to neither Floor/Ceiling	**5' 9 7/16" X 5' 8 13/16"**	**Opens into Exterior**
Missing Wall - Goes to neither Floor/Ceiling	**3' 4 15/16" X 7' 2"**	**Opens into Exterior**

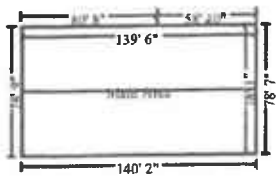
DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
FRAMING - ROOF							
22. R&R Steel purlins - Z-shape - 8"	595.00 LF	14.79	272.39	1,814.50	10,886.94	(648.55)	10,238.39
23. R&R Angle - L 2" x 2" x 3/16" thick	240.00 LF	9.44	72.07	467.54	2,805.21	(171.60)	2,633.61
24. R&R X-bracing - 5/16" galvanized cable	168.00 LF	1.54	0.00	51.74	310.46	(11.20)	299.26
FRAMING - WALLS							
25. R&R Steel purlins - Z-shape - 8"	370.67 LF	14.79	169.69	1,130.38	6,782.28	(404.03)	6,378.25
26. R&R Steel purlins - C-shape - 8"	310.67 LF	14.80	142.44	948.06	5,688.41	(339.15)	5,349.26
27. R&R X-bracing - 5/16" galvanized cable	358.67 LF	1.54	0.00	110.48	662.83	(23.91)	638.92
WALLS							
28. R&R Wall/roof panel - ribbed - 26 gauge - up to 1"	3,173.51 SF	5.04	0.00	3,198.90	19,193.39	(1,629.07)	17,564.32
29. Metal Structure Installer - per hour	32.00 HR	67.14	0.00	429.70	2,578.18	(0.00)	2,578.18
Four laborers at eight hours each for the additional labor for the removal of the metal wall panels between the buildings, as the panels will be removed from the roof to eliminate the removal of the columns and the rafters.							
30. R&R Vinyl-faced/laminated insulation - 4"	3,173.51 SF	1.79	0.00	1,136.12	6,816.70	(428.42)	6,388.28
31. Material Only 1 1/2" X 1 1/2" Flat Steel*	227.00 LF	1.42	22.56	68.98	413.88	(0.00)	413.88
32. Structural Steel Installer - per hour	6.00 HR	67.14	0.00	80.56	483.40	(0.00)	483.40
Labor for the install of the bracing for the insulation of the existing wall.							
SOFFIT/FASCIA/GUTTERS							
33. R&R Gutter / downspout - box - aluminum - 6"	123.50 LF	13.47	0.00	332.72	1,996.27	(863.27)	1,133.00
WINDOWS/DOORS							
34. R&R Steel door frame - 3' x 9' opening	3.00 EA	853.33	159.18	543.84	3,263.01	(568.50)	2,694.51

CONTINUED - Ext_Surfaces

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
35. R&R Exterior door slab - metal - insulated - flush or panel	3.00 EA	323.97	41.83	202.74	1,216.48	(149.40)	1,067.08
36. R&R Door hinges (set of 3)	3.00 EA	61.18	2.72	37.24	223.50	(29.09)	194.41
37. Door lockset - exterior	3.00 EA	53.57	6.94	33.52	201.17	(74.41)	126.76
38. R&R Roll-up door & hardware - 14' x 14' - 22 gauge	1.00 EA	3,162.06	204.47	673.32	4,039.85	(2,086.43)	1,953.42
39. R&R Comm. overhead door opener - Hoist/jackshaft - Heavy duty	1.00 EA	1,911.59	116.75	405.68	2,434.02	(1,250.92)	1,183.10
40. R&R Roll-up door & hardware - 12' x 12' - 22 gauge	1.00 EA	2,611.21	165.91	555.42	3,332.54	(1,692.96)	1,639.58
41. R&R Commercial overhead door opener - Hoist/jack-shaft type	1.00 EA	1,059.18	57.08	223.26	1,339.52	(611.61)	727.91
MECHANICAL/ELECTRICAL/PLUMBING							
42. R&R Box fan - wall ventilator - 50" (w/louvers)	3.00 EA	1,114.58	0.00	668.74	4,012.48	(1,687.50)	2,324.98
43. R&R LAM - Indirect metal halide	2.00 EA	421.99	0.00	168.80	1,012.78	(412.64)	600.14
Totals: Ext_Surfaces			**1,434.03**	**13,282.24**	**79,693.30**	**13,082.66**	**66,610.64**

Interior

Main Level



Main Area — **Height: Peaked**

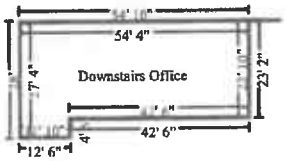
8936.18 SF Walls	10919.70 SF Ceiling
19855.88 SF Walls & Ceiling	10887.57 SF Floor
1209.73 SY Flooring	435.10 LF Floor Perimeter
435.56 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
SITE CONDITIONS							
44. Final cleaning - construction - Commercial	10,887.57 SF	0.26	0.00	566.16	3,396.93	(0.00)	3,396.93
CEILING							
45. R&R Vinyl-faced/laminated insulation - 6"	10,919.70 SF	2.35	0.00	5,132.26	30,793.56	(2,074.74)	28,718.82
46. Material Only Insulation Hanger*	350.00 EA	0.10	0.00	7.00	42.00	(0.00)	42.00
47. Insulation Installer - per hour	8.00 HR	89.69	0.00	143.50	861.02	(0.00)	861.02

Additional labor for the removal and install of the insulation and hangers due to the ceiling height.

CONTINUED - Main Area

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
WALLS							
48. R&R Vinyl-faced/laminated insulation - 4"	7,756.78 SF	1.79	0.00	2,776.94	16,661.57	(1,047.17)	15,614.40
49. Material Only Insulation Hanger*	275.00 EA	0.10	0.00	5.50	33.00	(0.00)	33.00
50. Insulation Installer - per hour	4.00 HR	89.69	0.00	71.76	430.52	(0.00)	430.52
Additional labor for the removal and install of the insulation and hangers due to the wall height.							
Totals: Main Area			**0.00**	**8,703.12**	**52,218.60**	**3,121.91**	**49,096.69**

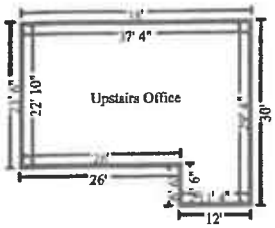


Downstairs Office **Height: 8'**

1306.67 SF Walls
2600.53 SF Walls & Ceiling
143.76 SY Flooring
163.33 LF Ceil. Perimeter
1293.86 SF Ceiling
1293.86 SF Floor
163.33 LF Floor Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
SITE CONDITIONS							
51. Content Manipulation charge - per hour	2.00 HR	46.07	0.00	18.42	110.56	(0.00)	110.56
52. Floor protection - plastic and tape - 10 mil	326.67 SF	0.32	2.74	21.44	128.71	(0.00)	128.71
CEILING							
53. Seal/prime (1 coat) then paint (2 coats) the surface area	120.00 SF	1.40	3.02	34.20	205.22	(14.40)	190.82
WALLS							
54. Seal/prime (1 coat) then paint (2 coats) the walls	1,306.67 SF	1.40	32.93	372.44	2,234.71	(156.80)	2,077.91
Totals: Downstairs Office			**38.69**	**446.50**	**2,679.20**	**171.20**	**2,508.00**
Total: Main Level			**38.69**	**9,149.62**	**54,897.80**	**3,293.11**	**51,604.69**

Level 2



Upstairs Office **Height: 8'**

1066.67 SF Walls
1992.78 SF Walls & Ceiling
102.90 SY Flooring
133.33 LF Ceil. Perimeter
926.11 SF Ceiling
926.11 SF Floor
133.33 LF Floor Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
SITE CONDITIONS							
55. Content Manipulation charge - per hour	2.00 HR	46.07	0.00	18.42	110.56	(0.00)	110.56
56. Floor protection - plastic and tape - 10 mil	266.67 SF	0.32	2.24	17.50	105.07	(0.00)	105.07
WALLS							
57. Seal/prime (1 coat) then paint (2 coats) part of the walls	533.33 SF	1.40	13.44	152.02	912.12	(64.00)	848.12
58. Additional cost for high wall or ceiling - 11' to 14'	533.33 SF	0.06	0.00	6.40	38.40	(0.00)	38.40
Totals: Upstairs Office			**15.68**	**194.34**	**1,166.15**	**64.00**	**1,102.15**
Total: Level 2			**15.68**	**194.34**	**1,166.15**	**64.00**	**1,102.15**
Total: Interior			**54.37**	**9,343.96**	**56,063.95**	**3,357.11**	**52,706.84**

Mechanical/Electrical/Plumbing

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
MECHANICAL							
59. R&R Heating system - electric coil (Ducted) - Commercial	2,868.22 SF	13.27	0.00	7,612.26	45,673.54	(10,347.10)	35,326.44
ELECTRICAL							
60. R&R Commercial electrical (SF of bldg) - Heavy load	5,335.17 SF	25.20	0.00	26,889.26	161,335.54	(3,221.02)	158,114.52
PLUMBING							
61. R&R Exposed fire sprinkler system (SF of bldg) open/warehouse	5,335.17 SF	5.44	302.50	5,865.18	35,191.00	(1,728.60)	33,462.40
62. R&R Galvanized pipe with fitting and hanger, 2"	180.00 LF	42.79	0.00	1,540.44	9,242.64	(744.48)	8,498.16
63. R&R Galvanized pipe with fitting and hanger, 1"	220.00 LF	21.19	0.00	932.36	5,594.16	(461.12)	5,133.04
64. R&R Black pipe with fitting and hanger, 2"	120.00 LF	39.87	0.00	956.88	5,741.28	(299.14)	5,442.14
65. Plumbing/drain line water pressure test	1.00 EA	458.51	0.00	91.70	550.21	(0.00)	550.21
66. Plumber - per hour	8.00 HR	126.09	0.00	201.74	1,210.46	(0.00)	1,210.46

Labor for the removal and reset of the plumbing lines to effectuate repairs.

CONTINUED - Mechanical/Electrical/Plumbing

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Totals: Mechanical/Electrical/Plumbing			**302.50**	**44,089.82**	**264,538.83**	**16,801.46**	**247,737.37**

General Conditions

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
GENERAL CONDITIONS							
67. Dumpster load - Approx. 40 yards, 7-8 tons of debris	2.00 EA	1,100.00	0.00	440.00	2,640.00	(0.00)	2,640.00
68. Material Only Sheathing - plywood - 5/8" CDX	128.00 SF	1.07	9.59	29.32	175.87	(0.00)	175.87
Materials placed under the dumpster to prevent damages to the asphalt.							
69. Temporary toilet (per month)	4.00 MO	145.00	0.00	116.00	696.00	(0.00)	696.00
70. Temporary hand washing station (per month)	4.00 MO	160.00	0.00	128.00	768.00	(0.00)	768.00
71. Telehandler/forklift (per day) - no operator	8.00 DA	538.00	0.00	860.80	5,164.80	(0.00)	5,164.80
72. Equipment Operator - per hour	20.00 HR	67.24	0.00	268.96	1,613.76	(0.00)	1,613.76
Equipment operator for the telehandler.							
73. Crane and operator - 30 ton capacity	32.00 HR	179.00	0.00	1,145.60	6,873.60	(0.00)	6,873.60
74. Scissor lift - 26' platform height (per week)	3.00 WK	584.52	0.00	350.72	2,104.28	(0.00)	2,104.28
75. Rental equipment delivery / mobilization (Bid item)	2.00 EA	250.00	0.00	100.00	600.00	(0.00)	600.00
76. Commercial Supervision / Project Management - per hour	640.00 HR	73.19	0.00	9,368.32	56,209.92	(0.00)	56,209.92
LFG considers the period of restoration to be approximately 4 months (16 weeks); we calculate the on-site supervisor for 40 hours a week for 16 weeks.							
77. Taxes, insurance, permits & fees (Bid Item)	1.00 EA						OPEN ITEM
Totals: General Conditions			**9.59**	**12,807.72**	**76,846.23**	**0.00**	**76,846.23**
Line Item Totals: CITY_OF_JACKSON_V1			**2,196.59**	**109,673.60**	**658,040.98**	**37,267.50**	**620,773.48**

Grand Total Areas:

15,393.83	SF Walls	16,017.52	SF Ceiling	31,411.35	SF Walls and Ceiling
15,975.76	SF Floor	1,775.08	SY Flooring	1,737.19	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	947.72	LF Ceil. Perimeter
15,975.76	Floor Area	16,273.33	Total Area	15,182.38	Interior Wall Area
20,120.71	Exterior Wall Area	855.66	Exterior Perimeter of Walls		
14,381.80	Surface Area	143.82	Number of Squares	579.77	Total Perimeter Length
140.20	Total Ridge Length	0.00	Total Hip Length		

LFG Building Consultants
4358-B Old Shell Road #108, Mobile, Alabama 36608
561.453.3838 - info@LFGrp.com - www.LFGrp.com

Summary for Building

Line Item Total	546,170.79
Material Sales Tax	2,196.59
Subtotal	548,367.38
Overhead	54,836.80
Profit	54,836.80
Replacement Cost Value	**$658,040.98**
Less Depreciation	(37,267.50)
Actual Cash Value	**$620,773.48**
Net Claim	**$620,773.48**
Total Recoverable Depreciation	37,267.50
Net Claim if Depreciation is Recovered	**$658,040.98**

Nick Creamer
Senior Consultant

LFG Building Consultants
4358-B Old Shell Road #108, Mobile, Alabama 36608
561.453.3838 - info@LFGrp.com - www.LFGrp.com

Recap by Room

Estimate: CITY_OF_JACKSON_V1

Area: Roof		
Area: Main Level		
Roof	140,024.87	25.64%
General Conditions	10,327.84	1.89%
Area Subtotal: Main Level	150,352.71	27.53%
Area Subtotal: Roof	150,352.71	27.53%
Ext_Surfaces	64,977.03	11.90%
Area: Interior		
Area: Main Level		
Main Area	43,515.48	7.97%
Downstairs Office	2,194.01	0.40%
Area Subtotal: Main Level	45,709.49	8.37%
Area: Level 2		
Upstairs Office	956.13	0.18%
Area Subtotal: Level 2	956.13	0.18%
Area Subtotal: Interior	46,665.62	8.54%
Mechanical/Electrical/Plumbing	220,146.51	40.31%
General Conditions	64,028.92	11.72%
Subtotal of Areas	546,170.79	100.00%
Total	546,170.79	100.00%

LFG Building Consultants
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Recap by Category with Depreciation

O&P Items	RCV	Deprec.	ACV
CLEANING	2,830.77		2,830.77
CONTENT MANIPULATION	184.28		184.28
GENERAL DEMOLITION	80,162.22		80,162.22
DOORS	11,992.47	6,359.82	5,632.65
ELECTRICAL	124,362.81	3,221.02	121,141.79
HEAVY EQUIPMENT	19,279.16		19,279.16
FINISH HARDWARE	291.75	103.50	188.25
FIRE PROTECTION SYSTEMS	13,177.87	1,728.60	11,449.27
FRAMING & ROUGH CARPENTRY	1,969.37		1,969.37
HEAT, VENT & AIR CONDITIONING	37,960.23	12,034.60	25,925.63
INSULATION	44,391.13	4,564.01	39,827.12
LABOR ONLY	49,183.68		49,183.68
LIGHT FIXTURES	822.10	412.64	409.46
METAL STRUCTURES & COMPONENTS	16,178.91	1,664.18	14,514.73
PLUMBING	16,052.03	1,504.74	14,547.29
PAINTING	2,965.86	235.20	2,730.66
ROOFING	98,334.37	3,012.59	95,321.78
SOFFIT, FASCIA, & GUTTER	1,590.68	863.27	727.41
STEEL COMPONENTS	23,221.10	1,563.33	21,657.77
TEMPORARY REPAIRS	1,220.00		1,220.00
O&P Items Subtotal	546,170.79	37,267.50	508,903.29
Material Sales Tax	2,196.59		2,196.59
Overhead	54,836.80		54,836.80
Profit	54,836.80		54,836.80
Total	658,040.98	37,267.50	620,773.48

Construction & Renovation, Inc.
6024 Floral Drive
Jackson, MS 39206
email: myersmyersmj@aol.com

City of Jackson
Attn: Stan Arnold
219 South President
Jackson, MS 39201

Re: Vehicle Repair Shop for the City of Jackson

The following scope of work will list all requires work for Vehicle Repair project :

Bathroom 1st Floor
Demolition
Contractor will remove all fixtures, lavatory, commodes, toilet partitions, ceramic tile floor and walls. All mirrors and devises ,all ceiling and lights.

New construction work will consists of installing all new toilet partitions, new ceiling and lights . All new exhaust fans, all plumbing items; we will reinstall using all new hardware directly associated with the items; P-trap, exertions new water cut offs etc.; no in-wall plumbing is included in this proposal.

All drywall will be repaired and repainted color to be selected by Owner.

1st Office renovation (16 x 12)
Demolition -exist door will be replaced all furniture need removal

New work- Install new L.L.C. in floor; paint all walls, sand and seal wood doors
Paint existing ceiling install new LED lights (4 Quan)

Parts room -Steel frame structured (30 x 24)

Demolition- NONE

Spray insulation on walls (no work)

Hallway - painted wall (6 x 12)

Paint and prep all walls.

Stairwell paint walls, (16) rubber stair treads.

Tools Room (16 x 18)

Demolition - Minimum demo- move furniture

New work - repair ceiling and ceiling tile, patch and repair all walls and ceiling light (8 Quan)

Repair existing cabinets; replace cabinets hardware; paint existing cabinets
Install new slat wall for hanging tools
Paint floor with epoxy paint.
Install new LED lights (9 Quan)

Upstairs offices - 2 offices (16 x 12) x 2

Demolition minimum - remove and replace furniture

New work - paint walls ; sand and re-seal all wood doors

Flooring install new L.V.C.T flooring ; clean and polish

Break room- (16 x 12)

Demolition - Remove the existing stove; disconnect all fire protection operate ; remove the existing vent- a- hood and perimeter - galvanize.
Remove all counter tops and back splash ; Remove existing dishwasher and existing sink;

Remove existing stove ; Remove existing ceiling

New work (16 x 12)
Install cabinets upper and lower 8 ft length
Install new vent - a- hood with a fire suppression system with stain steel wrap a round .
Install a new stove; install new counter tops; install new kitchen equipment (stove, dishwasher , microwave) , and install new kitchen sink
New acoustical tile and grid repair ; patch all drywall and paint
Install new L.V.C.T.; wax's and polish.

Men 's Restroom & Shower (26 x 9)

Demolition - Gut all areas
Remove all toilets fixtures
Lavatories (5 Quan)
Remove all toilets fixtures (2)
Remove all toilets partitions (2)
Remove all ceramic tile walls, shower and flooring
Remove all ceiling tile grid to remaining
Remove all mirrors and tile and soap dispensers

All locker will remain in place and repainted on the exterior.

New work- install new ceramic tile on floors walls;
Install either pre-fab shower pans or water proof liners for 2 showers
Install backer board and retie all walls and floors
Repair and repaint all drywall surfaces 8ft ceramic tile.
Install new ceiling tile
Install new mirrors and soap dispenser
Repaint all existing locker inside and out
Install toilet partitions (2 Quan) Length (wide 56 x 38)

Install new lights LED
Install all paper tile, toilet paper and soap dispenser

Women's Restroom (5 x 8)
Demolitions- Remove all fixtures, toilets, lavatory mirror
Remove ceiling tile and replace new
Remove toilet partitions
Remove all ceramic tile on floor and walls

New work (6 x 10)
Provide new toilet fixtures -(1quan) lavatory (1 Quan) , mirror, (1), toilet partition
Provide new ceramic tile on floors and wall
Paint all drywall above ceramic tile wainscot ; install new ceiling tile
Sand and seal existing wood door
Install new soap dispense and paper towel dispenser

Price-------- $ 689,000.00

Alternate #1

Exterior Fire damage garage

Contractor will remove all fire damage insulation inside the area.
Provide new spray foam insulation over the side walls and roof area.

Provide engineering report on damage fire damage structure.

Repaint existing interior; walls , ceiling , structure vents, etc.

Price------- $ 356,000.00

Jerome Myers, Contractor

MEMO

TO: Carrie Johnson, Senior City Attorney
Office of the City Attorney

DATE: October 28, 2026

RE: Order Accepting Claim Settlement Payment of $520,773.48 From Lords of London Insurance Company, et.al. for Property Damage and $96,622.56 for Contents/Tools Damage for Jackson Fire Department Maintenance Garage Located at 303 Oakdale Street.

On or about October 19, 2024 the City of Jackson Fire Department maintenance garage located at 303 Oakdale Street, Jackson, Mississippi; had a fire that caused damage to the building and contents/tools.

The Lords of London Insurance Company has offered to tender settlement checks in the amount of $520,773.48 for payment of fire damage to the building and contents/tools fire damage in the amount of $96,622.56.

It is hereby recommended, pending city council approval that the City of Jackson accepts the aforementioned settlement offer in the amount of $520,773.48 property damage settlement and $96,622.56 contents/tools damage settlement for damage sustained to the City of Jackson Fire Department maintenance garage located at 303 Oakdale Street.

MacDarrell Poullard, Risk Manager

MDP/tbp
Attachments

RECEIVED
OCT 13 2026
RISK MANAGEMENT

12

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. September 25, 2026, being the fourth Friday of said month, when and where the following things were had and done to wit:

Present: Council Members: Vernon Hartley, Council President, Ward 5; Kevin Parkinson, Vice President, Ward 7; Ashby Foote, Ward 1 and Lashia Brown-Thomas, Ward 6 (via teleconference). Directors: Pieter Teeuwissen, Chief Administrative Office; Shanekia Jordan, Clerk of Council; Denise Fortner, Chief Deputy Clerk of Council and Drew Martin, City Attorney.

Absent: Montyne Clay, Ward 2; Brian Grizzell, Ward 4 and Kenneth I. Stokes, Ward 3

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

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

ORDER REVISING MUNICIPAL BUDGET, FISCAL YEAR 2025-2026.

WHEREAS, the Department of Finance and Administration recommends that the governing authorities of the City of Jackson amend the Municipal Budget to address budget reallocations for fiscal year 2025-2026; and

WHEREAS, the Department of Finance and Administration requests the approval of an intradepartmental transfer of $29,966,223.00 from numerous categories that are within various departments' budgets; and

WHEREAS, Section 21-35-25 of the Mississippi Code Annotated, as amended, states if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose or purposes for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made; and

WHEREAS, the Department of Finance and Administration represents that the $29,966,223.00 currently located across various categories within multiple departments is not needed or expected to be needed for the purposes for which it appropriated in the Fiscal Year 2025-2026 Municipal Budget; and

WHEREAS, the Department of Finance represents that the transfer of funds is needed to allocate funds for budget overages in supplies and equipment, rent at the 633 building, tenant improvement costs, unbudgeted loan payments, utilities, personal services, and a grant match; and

WHEREAS, any amendments made pursuant to an originally adopted budget which exceed ten percent (10%) of the total amount appropriated or authorized to be expended in a particular department fund shall be published or posted within two (2) weeks of the action in a newspaper in the same manner as the final adopted budget.

WHEREAS, separate amendments to an originally adopted budget during one fiscal year which affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached. This publication or posted notice shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment. The vote of each member of the municipality's governing authority on each amendment shall be included in the publication or posted notice; and

WHEREAS, this intradepartmental transfer of **$29,966,223.00** is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, and the Department of

Finance and Administration finds that this amendment does exceed ten percent (10%) of the total budget amount appropriated to for the Fiscal Year 2025-2026 Municipal Budget; and

WHEREAS, the Department of Administration recommends that the governing authorities approve the amendments to the Fiscal Year 2025-2026 Municipal Budget category changes as follows:

DEPARTMENT	BUDGET CATEGORY	DEBIT	CREDIT
Administration	Personnel Services		1,300,000
Administration	Supplies & Materials		30,000
Administration	Grants, Contributions & Conting.		10,100
Administration	Other Services & Charges		77,866
Human & Cultural Services	Personnel Services		300,000
Human & Cultural Services	Supplies & Materials		145,000
Human & Cultural Services	Other Services & Charges	32,089	
Human & Cultural Services	Capital Outlay	55,783	
Human & Cultural Services	Operating Transfers	352,607	
Human & Cultural Services	Debt Service	52,906	
Human & Cultural Services	Grants, Contributions & Conting.		146,500
Fire Department	Personnel Services	1,573,601	

Fire Department	Supplies & Materials		19,217
Fire Department	Grants, Contributions & Conting.		69
Fire Department	Capital Outlay		184,220
Police Department	Personnel Services		2,220,648
Police Department	Supplies & Materials		200,000
Police Department	Other Services & Charges		350,000
Police Department	Capital Outlay	110,516	
Police Department	Debt Service	611,204	
Police Department	Grants, Contributions & Conting.		11,500
Public Works	Personnel Services		3,200,000
Public Works	Supplies & Materials		250,000
Public Works	Other Services & Charges		1,274,041
Public Works	Grants, Contributions & Conting.		186
Public Works	Capital Outlay		43,235
Public Works	Debt Service	101,055	
General Government	Personnel Services		700,469
General Government	Supplies & Materials		100,338

General Government	Grants, Contributions & Conting.		162,828
General Government	Capital Outlay		158,836
General Government	Operating Transfers		3,700,000
General Government	Debt Service		565,929
Municipal Clerk	Personnel Services		113,045
Municipal Clerk	Supplies & Materials		13,639
Municipal Clerk	Other Services & Charges		72,402
Communications & Constituent Services	Personnel Services		100,243
Communications & Constituent Services	Supplies & Materials		30,000
Communications & Constituent Services	Other Services & Charges		20,343
Planning and Development	Personnel Services		500,749
Planning and Development	Supplies & Materials		30,082
Planning and Development	Other Services & Charges		20,644
Planning and Development	Operating Transfers	4,000,000	
Planning and Development	Grants, Contributions & Conting.		9,139

Human Resources	Personnel Services		126,187
Human Resources	Supplies & Materials		17,500
Human Resources	Capital Outlay	55,783	
Human Resources	Debt Service	52,906	
Human Resources	Grants, Contributions & Conting.		1,162
Information Technology	Personnel Services		825,243
Information Technology	Supplies & Materials		16,772
Information Technology	Other Services & Charges		81,980
General Fund Revenue	Applied Fund Balance	2,303,410	
General Fund Revenue	Indirect Cost	2,232,230	
General Fund Revenue	Water/Sewer Franchise Fee	972,534	
General Fund Revenue	Rental & Registry	680,000	
General Fund Revenue	State Fire Protection	500,000	
General Fund Revenue	Franchise Cable Television	500,000	
General Fund Revenue	Transfers In/ From Other Funds	1,795,000	
General Fund Revenue	Interest Earned on Repo	250,000	

General Fund Revenue	Building Permits	200,000	
General Fund Revenue	Moving Traffic Violations	200,000	
General Fund Revenue	Municipal Auditorium-Thalia Mara Hall	156,625	
General Fund Revenue	Parking Meters	100,000	
General Fund Revenue	Misdemeanor Fines	100,000	
General Fund Revenue	Administrative Fee- Del Cases	100,000	
General Fund Revenue	Gasoline Tax	41,863	
Seizure & Forf Prop- State	Sale of Fixed Assets		15,000
Seizure & Forf Prop- State	Personnel Services	15,000	
Seizure & Forf Prop- Fed	Applied Fund Balance		225,001
Seizure & Forf Prop- Fed	Capital Outlay	225,001	
Landfill/Sanitation Fund	Capital Outlay	400,000	
Landfill/Sanitation Fund	Other Services & Charges		400,000
Employee Group Insurance Fund	City Match		4,000,000
Employee Group Insurance Fund	Other Services & Charges	4,000,000	
CDBG Fund	Grants, Contributions & Conting.		2,336,495
CDBG Fund	Debt Service	2,336,495	

Home Program Fund	Grants, Contributions & Conting.		75,000
Home Program Fund	Personnel Services	75,000	
Water Sewer B&I FD	Transfers In/ From Capital Funds		5,049,469
Water Sewer B&I FD	Debt Service	5,049,469	
PEG Fund	Transfers In		99,631
PEG Fund	Debt Service	48,715	
PEG Fund	Capital Outlay	50,916	
Fund 370	Grants, Contributions & Conting.		635,515
Fund 370	Capital Outlay	635,515	

IT IS THEREFORE ORDERED that the Fiscal Year 2025-2026 Municipal Budget be amended as set forth above.

IT IS FURTHER ORDERED that this change to the Departments' budget be advertised in the Mississippi Link no later than two weeks following the date of this Order in compliance with Mississippi Code Annotated §21-35-25.

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

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

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

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

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

ORDER ACKNOWLEDGING RECEIPT OF THE FISCAL YEAR 2026-2027 BUDGET FOR THE JACKSON/HINDS LIBRARY SYSTEM AND AUTHORIZING APPROPRIATION IN THE AMOUNT OF $1,947,008 TO THE JACKSON/HINDS LIBRARY SYSTEM.

WHEREAS, pursuant to Mississippi Code §21-35-5, no later than September 15th of each year the governing authorities of each municipality of the State of Mississippi must prepare a complete budget of the municipal revenues, expenses, and working cash balances estimated for the next fiscal year, and must prepare a statement showing the aggregate revenues collected during the current year in said municipality for municipal purposes; and

WHEREAS, pursuant to Mississippi Code §21-35-5, the statement of revenue and expenses must show every source of revenue along with the amount derived from each source; and

WHEREAS, pursuant to Mississippi Code §21-35-5, the budget and statement of revenue and expenses, must be published at least one (1) time during September in a newspaper published in the municipality; and

WHEREAS, pursuant to Mississippi Code §21-35-5, prior to the adopting of the budget, the governing authority of each municipality must hold at least one (1) public hearing to provide the general public with an opportunity to comment on the taxing and spending plan incorporated in the proposed budget; and

WHEREAS, pursuant to Mississippi Code §21-35-5, the public hearing must be held at least one (1) week prior to the adoption of the budget with advance notice and held outside normal working hours and the advance notice shall include an announcement published or posted in the same manner as required for the final adopted budget; and

WHEREAS, on August 14th, 2026, during the FY 2025-2026 Departmental Budget Hearing the Jackson/Hinds Library System submitted a proposed budget of $1,947,008.00 for the Fiscal Year 2026-2027; and

WHEREAS, on September 3rd, 2026 a notice of a public hearing on the proposed budget for the upcoming fiscal year for the City of Jackson, MS was advertised in the Mississippi Link and on August 20th of 2026, a notice of a public hearing on the proposed budget for the upcoming fiscal year for the City of Jackson, MS was advertised in the Clarion Ledger; and

WHEREAS, the required public hearing was advertised for and held on September 3, 2026, at 6:00 p.m. in Council Chambers located in City Hall, 219 South President Street, Jackson, Mississippi, 39201 and no public comments were made; and

WHEREAS, upon review of the budget submitted by the Jackson/Hinds Library System, it is deemed advisable to fund a portion thereof.

IT IS, THEREFORE, ORDERED that $1,947,008.00 be appropriated to the Jackson/Hinds Library System for the Fiscal Year 2026-2027.

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

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

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ORDER ACCEPTING THE BUDGET OF JACKSON AIRPORT AUTHORITY FOR FISCAL YEAR 2026-2027.

WHEREAS, pursuant to Mississippi Code §21-35-5, no later than September 15th of each year the governing authorities of each municipality of the State of Mississippi must prepare a complete budget of the municipal revenues, expenses, and working cash balances estimated for the next fiscal year, and must prepare a statement showing the aggregate revenues collected during the current year in said municipality for municipal purposes; and

WHEREAS, pursuant to Mississippi Code §21-35-5, the statement of revenue and expenses must show every source of revenue along with the amount derived from each source; and

WHEREAS, pursuant to Mississippi Code §21-35-5, the budget and statement of revenue and expenses, must be published at least one (1) time during September in a newspaper published in the municipality; and

WHEREAS, pursuant to Mississippi Code §21-35-5, prior to the adopting of the budget, the governing authority of each municipality must hold at least one (1) public hearing to provide the general public with an opportunity to comment on the taxing and spending plan incorporated in the proposed budget; and

WHEREAS, pursuant to Mississippi Code §21-35-5, the public hearing must be held at least one (1) week prior to the adoption of the budget with advance notice and held outside normal

working hours and the advance notice shall include an announcement published or posted in the same manner as required for the final adopted budget; and

WHEREAS, during the Departmental Budget Hearings on August 14th, 2026, the Jackson City Council received a budget proposal for the Jackson Municipal Airport Authority (JMAA) which services both Jackson-Medgar Wiley Evers International Airport and Hawkins Field Airport; and

WHEREAS, on September 3, 2026 a notice of a public hearing on the proposed budget for the upcoming fiscal year for the City of Jackson, MS was advertised in the Mississippi Link and on August 20th of 2026, a notice of a public hearing on the proposed budget for the upcoming fiscal year for the City of Jackson, MS was advertised in the Clarion Ledger; and

WHEREAS, the required public hearing was advertised for and held on September 3rd, 2026, at 6:00 p.m. in Council Chambers located in City Hall, 219 South President Street, Jackson, Mississippi, 39201 and no public comments were made; and

WHEREAS, the Jackson City Council has determined that JMAA has sufficient funding in its budget, and no appropriation from the City is necessary to fund JMAA from the City of Jackson budget for Fiscal Year 2026-2027; and

IT IS HEREBY ORDERED that the budget submitted by the Jackson Municipal Airport Authority for the Fiscal Year 2026-2027 be accepted.

IT IS FURTHER ORDERED that the City of Jackson budget for Fiscal Year 2026-2027 shall not include an appropriation for the Jackson Municipal Airport Authority.

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

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A TORCH RELAY AGREEMENT WITH THE LOS ANGELES ORGANIZING COMMITTEE FOR THE OLYMPIC AND PARALYMPIC GAMES 2028; AUTHORIZING THE CITY OF JACKSON'S PARTICIPATION AS HOST COMMUNITY FOR THE 2028 OLYMPIC TORCH RELAY; ESTABLISHING A COMMUNITY TASK FORCE; AND FOR RELATED PURPOSES.

WHEREAS, the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 (LA28) has invited the City of Jackson, Mississippi (the City), to participate in the 2028 Olympic Torch Relay (the Relay); and

WHEREAS, for the first time in the history of the Games, the Relay will travel through communities in all fifty states before arriving in Los Angeles for the Opening Ceremony of the 2028 Olympic Games on July 14, 2028; and

WHEREAS, LA28 has presented the City with a proposed Torch Relay Agreement and Addenda (altogether, the Agreement), attached hereto and incorporated herein as if fully included in the text of this Order, setting forth the respective roles, responsibilities, and obligations of LA28 and the City in connection with the Relay's passage through the City's jurisdiction; and

WHEREAS, the Agreement contemplates that the City will, among other things, establish a Community Task Force, designate points of contact, assist in planning the Relay route, and provide certain planning, advisory, and operational support services as more fully described therein; and

WHEREAS, the Community Task Force will include representatives of the Jackson Police Department and other appropriate City departments and stakeholders; and

WHEREAS, Section 14-178 of the Code of Ordinances of the City of Jackson defines a "city-sponsored event" as an event organized by the City, or which the City directly funds and agrees to sponsor or co-sponsor, and the City desires to sponsor the Relay as a city-sponsored event; and

WHEREAS, pursuant to Section 14-180 of the Code of Ordinances of the City of Jackson, a special event permit is not required for a parade, athletic event, block party, festival, or other special event that is a city-sponsored event; and

WHEREAS, the Agreement with LA28 provides that all City support services described therein, including medical services, sanitation and waste management, traffic management, law enforcement and public safety services, and the provision of City facilities, will be furnished free of charge to LA28 or its Associated Parties; and

WHEREAS, the Agreement contemplates that the City may contract with third-parties as part of its performance under the Agreement and the City intends to enter into a Memorandum of Agreement, subject to the governing authority's approval, with a third party to address planning, implementation, and City support services, including the payment or reimbursement of anticipated costs incurred by the City; and

WHEREAS, the Agreement designates the route of the Relay and the City's participation therein as Confidential Information that must be kept in strict confidence by the City until LA28 issues its official public announcement, subject to the City's obligations under Mississippi law; and

WHEREAS, the Agreement is, by its terms, subject to review and approval by the International Olympic Committee (IOC) and may be amended only in writing duly executed by both parties and subject to such IOC approval; and

WHEREAS, the City Council of the City of Jackson finds that the City's participation as a host community for the Relay will promote civic pride, tourism, and economic activity, and will showcase the City to a national and international audience, and that such participation serves a valid public purpose; and

WHEREAS, the Agreement is subject to the laws of the State of Mississippi as the Agreement is signed in Mississippi and performance will be carried out in Mississippi; and

WHEREAS, LA28 has confirmed that the City can deliver the Certificate of Insurance required by the Agreement thirty (30) days prior to the Torch Relay events taking place in Jackson.

IT IS, THEREFORE ORDERED, that the Mayor is hereby authorized and directed to execute, on behalf of the City of Jackson, the Torch Relay Agreement between the City and the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028, together with Addendum A (Cauldron Lighting Addendum), Addendum B (Standard Terms and Conditions), Addendum C (Definitions), and Addendum D (LA28, Olympic and Paralympic Marks) and to complete the City's Primary and Secondary Contact information and any other items required for execution.

IT IS, FURTHER ORDERED that the Council acknowledges and finds as follows with respect to the financial terms of the Agreement:

(1) LA28 will pay no fee or compensation to the City in connection with the Relay. All City services under the Agreement, including medical services, sanitation and waste management, traffic management, law enforcement and public safety services, and the use of City facilities and personnel, are to be provided by the City or its designee at no charge to LA28 or its Associated Parties. The City's performance under this Agreement is expressly conditioned upon, prior to the City incurring any costs in connection with the Relay, either (a) the City entering into a separate agreement, subject to approval by the governing authority as required by law, pursuant to which a third party agrees to bear or reimburse the City for such costs; or (b) the governing authority specifically appropriating funds for such costs.

(2) The City is required under Section 2 of the Agreement to waive applicable taxes, permits, licenses, variances, easements, and fees in connection with the Relay (excepting sales tax and business tax), or to issue such permits and licenses without cost to LA28. The Mayor is authorized to direct the appropriate City departments to process and, where required, waive such permits and fees consistent with the Agreement.

(3) This Order does not itself appropriate funds. Prior to the City incurring or obligating any expenditure of City funds in connection with the Relay, including any costs of medical, sanitation, traffic, or public-safety services, facility preparation, or insurance premiums, the Council must review and approve an itemized estimate of anticipated costs and a proposed funding source by appropriation in accordance with Mississippi law.

IT IS, FURTHER ORDERED that consistent with Addendum B, Section 2 of the Agreement, the City Council directs that all City officials, officers, employees, and Community Task Force members who receive access to the Relay route, the Community Planning Guide, or other information designated as Confidential Information under the Agreement must keep such information in strict confidence and not disclose it to any person not authorized by LA28, except as necessary to perform the City's obligations under the Agreement, until LA28 issues its official public announcement of the City's participation in the Relay. Nothing in this Order or the Agreement may be construed to restrict the City in its capacity as a governmental authority, including with respect to any public hearing, meeting, testimony, or written or oral report necessary for the approval or administration of the Agreement, or to limit the City's obligations under the Mississippi Public Records Act, Miss. Code Ann. §§ 25-61-1 et seq.

IT IS, FURTHER ORDERED that the Mayor is authorized to establish a Community Task Force composed of relevant stakeholders to plan and coordinate the City's participation in the Relay, and must appoint a law enforcement representative to the Task Force to integrate Relay requirements into public safety planning. The Mayor must designate the City's Primary and Secondary Contacts for purposes of Section 1.2 of the Agreement. The Community Task Force is authorized to propose candidates to serve as torchbearers carrying the Olympic Flame within the City, subject to LA28's criteria and sole approval as set forth in Section 3 of the Agreement. The Council understands that torchbearer slots are merit-based, may not be sold, exchanged, or awarded as a prize, and that elected officials and political candidates are not eligible to serve as torchbearers.

IT IS, FURTHER ORDERED that the Council consents to the grant, under Section 11 of the Agreement, of a non-exclusive, royalty-free license to LA28, the IOC, and the IPC to use the City's name, logos, and other City IP in connection with the Relay and related activities, subject to the terms of the Agreement, and authorizes the Mayor to designate the City official(s) responsible for coordinating with LA28 on such use.

IT IS, FURTHER ORDERED that the Council rejects any and all terms of the Agreement and Addenda that conflicts with the laws of the State of Mississippi.

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

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President Hartley recognized **Drew Martin, City Attorney,** who provided a brief overview of said item.

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

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

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ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION, FOR PARTICIPATION IN THE DEA STATE AND LOCAL LAW ENFORCEMENT TASK FORCE.

WHEREAS, the City of Jackson, on behalf of its Jackson Police Department (JPD), seeks to enter into a Memorandum of Agreement (MOA), attached hereto and incorporated fully into these minutes, with the United States Department of Justice, Drug Enforcement Administration (DEA) concerning the use and abuse of controlled substances for the purpose of facilitating coordinated federal and local law enforcement efforts directed toward the investigation, disruption, and dismantling of illegal drug trafficking and related criminal activity; and

WHEREAS, the MOA is intended to enhance the ability of the JPD to investigate and disrupt individuals and organizations involved in narcotics trafficking, diversion of controlled pharmaceuticals, and other related offenses; and

WHEREAS, the MOA shall be effective from October 01, 2026 through September 30, 2031, unless terminated earlier in accordance with its terms, including termination by either party upon thirty (30) days' advance written notice; and

WHEREAS, pursuant to the proposed MOA, designated JPD law enforcement officers may be assigned to the applicable DEA task force and, subject to applicable federal requirements, may be deputized as DEA Task Force Officers pursuant to 21 U.S.C. § 878; and

WHEREAS, JPD officers assigned to the DEA task force will work under the direct supervision of designated DEA supervisory personnel while assigned to the task force and will be required to comply with applicable DEA policies, procedures, training requirements, and federal law; and

WHEREAS, the DEA may provide personnel, investigative equipment, training, office space, travel funds, investigative support, and other authorized resources to support the activities of the task force, subject to the availability of appropriated funds and applicable DEA funding requirements; and

WHEREAS, the MOA establishes requirements concerning the administration of federal funds, reimbursement of qualifying overtime expenses, maintenance of financial and investigative records, audits, training, vehicle use, civil rights compliance, and other administrative and operational responsibilities of the participating agencies; and

WHEREAS, the City of Jackson will remain responsible for the salaries and benefits of JPD officers assigned to the DEA task force, including applicable overtime, subject to reimbursement by the DEA or an applicable funding source when authorized and when funds are available; and

WHEREAS, the City of Jackson recognizes the value of continued cooperation and coordination with federal law enforcement agencies in addressing the public-safety and public-health concerns associated with the trafficking, distribution, diversion, and abuse of narcotics, controlled-substance pharmaceuticals, and other controlled substances, as well as related criminal activity, and in promoting the health, safety, and general welfare of the citizens of Jackson, Mississippi.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the attached Memorandum of Agreement with the United States Department of Justice, Drug Enforcement Administration, for participation in the DEA State and Local Law Enforcement Task Force, together with any related documents necessary to effectuate the purposes of the Agreement.

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

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President Hartley recognized **Tonya Norwood, Chief of Staff, Jackson Police Department,** 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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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 October 6, 2026. At 10:44 a.m., the Council stood adjourned.

PREPARED BY: **APPROVED:**

_____ _____, _____

CLERK OF COUNCIL **COUNCIL PRESIDENT** **DATE**

_____

MAYOR

ATTEST:

_____

CITY CLERK

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13

BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. October 6, 2026, being the first Tuesday of said month, when and where the following things were had and done to wit:

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

Absent: None.

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

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The invocation was offered by **PASTOR ZACHARY MULLENS OF LYNCH STREET CME CHURCH (LYNCH STREET CHRISTIAN METHODIST EPISCOPAL CHURCH), (WARD 5).**

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

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Note: Council Member Stokes joined the meeting.

The following individuals provided public comments during the meeting:

- **Erin Shirley-Orey** expressed concerns regarding data centers.
- **JJ Thompson** expressed concerns regarding street and lighting on Country Club Drive.
- **Logan McClinton** expressed concerns regarding data center development.
- **Candace Abdul-Tawwab** expressed concerns regarding data centers.
- **Sydney Armstrong** expressed concerns regarding data centers.
- **James Taylor** expressed concerns regarding Agenda item no. 18.

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APPROVAL OF THE SEPTEMBER 3, 2026 SPECIAL CITY COUNCIL MEETING MINUTES.

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

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

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APPROVAL OF THE SEPTEMBER 8, 2026 REGULAR CITY COUNCIL MEETING MINUTES.

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

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

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APPROVAL OF THE SEPTEMBER 8, 2026 SPECIAL CITY COUNCIL MEETING MINUTES.

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

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

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APPROVAL OF THE SEPTEMBER 21, 2026 REGULAR CITY COUNCIL ZONING MEETING MINUTES.

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

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

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APPROVAL OF THE SEPTEMBER 22, 2026 REGULAR CITY COUNCIL MEETING MINUTES.

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

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

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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:

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 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.

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

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

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ORDER APPROVING CLAIMS NUMBER 35009 to 35089 APPEARING AT PAGES 1 TO 19 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF $4,729,991.10 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 35009 to 35089 appearing at pages 1 to 19, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of $4,729,991.10 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	1,015,527.48
TECHNOLOGY FUND	6,409.88
PARKS & RECR. FUND	136,678.67
BUSINESS IMPROV FUND (LANDSCP)	50,000.00
LANDFILL/SANITATION FUND	1,084,166.16
FIRE PROTECTION	523.65
STATE TORT CLAIMS FUND	835.00
DISABILITY RELIEF FUND	142,001.76

HOUSING COMM DEV ACT (CDBG) FD	626.34
UNEMPLOYMENT COMPENSATION REVO	3,132.36
H O P W A GRANT – DEPT. OF HUD	87,504.28
INFRASTRUCTURE BOND 2020 $32M	211,687.00
1% INFRASTRUCTURE TAX	100,000.00
TRANSPORTATION FUND	883,099.49
JXN CONVENTION & VISITORS BUR	309,727.88
HAIL DAMAGE MARCH 2013	50,556.80
P E G ACCESS – PROGRAMMING FUND	28,371.68
MODERNIZATION TAX	197,148.461
CDBG COVID CARES	11,720.00
ZOOLOGICAL PARK	18,980.14
LIBRARY FUND	9,453.50
MDOT-CMPDD PROJECTS	377,290.57
GF SIEMENS SETTLEMENT ACCOUNT	4,550.00
TOTAL	**$4,729,991.10**

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

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

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

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

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ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 35009 TO 35089 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 35009 to 35089 inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of $96,952.15 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

FROM:	**TO ACCOUNTS PAYABLE FUND**	**TO PAYROLL FUND**
GENERAL FUND		2,595,348.67
PARKS & RECR FUND		75,854.69
LANDFILL/SANITATION FUND		30,826.16
WATER/SEWER OPER & MAINT		40,407.33
PAYROLL FUND	$96,952.15	
HOUSING COMM DEV		2,752.38
TITLE III AGING PROGRAMS		4,645.29
TRANSPORTATION FUND		18,903.22
PEG ACCESS-PROGRAMMING FUND		256.36
ZOOLOGICAL PARK		27,634.77

TOTAL **$2,796,630.87**

Council Member Stokes moved adoption; President Hartley seconded.

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

Note: Council Member Grizzell left the meeting during the disucssion.

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There came on for consideration Agenda Item No. 11:

ORDER CONFIRMING THE MAYOR'S NOMINATION OF PRICILLA WILLIAMS TILL TO THE JACKSON-HINDS LIBRARY BOARD. Said item was pulled by the Administration.

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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

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.

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

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

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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

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.

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

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

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President Hartley recognized **Mayor John Horhn** and **Andy Boone, 311 Manager,** who provided a brief overview of said item.

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

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

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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.

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

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

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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 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.

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

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

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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 (JPD), recommends the governing authority approve the JPD to apply to the Bureau of Justice Assistance (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**.**

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

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

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There came on for consideration, Agenda Item No. 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. Said item was pulled by the Administration.

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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 St. 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 09/25/2017, 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.

IT IS, HEREBY ORDERED that People Place Enterprise, LLC services described above, and detailed in the submitted invoices, is ratified.

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

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.

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

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President Hartley recognized **Drew Martin, Interim 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, Clay, Foote, Hartley, Parkinson and Stokes.
Nays – None.
Abstention – Grizzell.
Absent – None.

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

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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 and 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.

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.

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

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

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

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

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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.

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.

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

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

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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
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

Coverage	Minimum limits
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.

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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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: Construction Contract:	Upon notice to proceed under the 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. Those 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.26.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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EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK

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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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 2B: STANDARD HOURLY RATES SCHEDULE

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	$ 65.01/hour

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

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President Hartley recognized **Mayor John Horhn,** who provided a brief overview of said item.

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

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

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

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.

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**

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

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President Hartley recognized **Lorenzo Anderson, Director of Public Works**, who provided a brief overview of said item.

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

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

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

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; and

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

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 InKind Contributions valued at Five Hundred Eighty-Three Thousand Two Hundred SixtyOne 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.

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.

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.

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.

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.

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.

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.

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, incligible, 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:

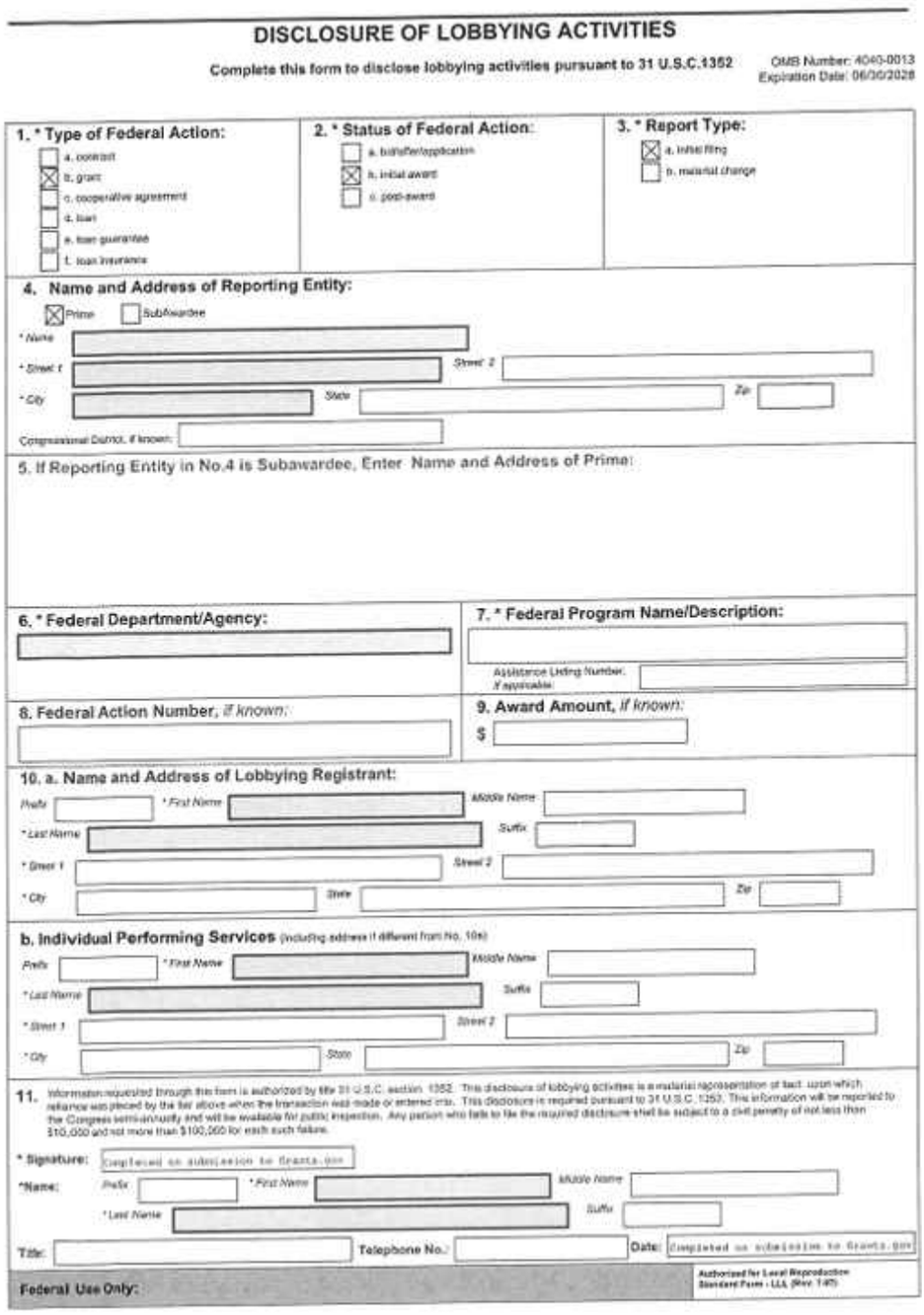
- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

"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
☒ b. grant
☐ c. cooperative agreement
☐ d. loan
☐ e. loan guarantee
☐ f. loan insurance

2. * Status of Federal Action:
☐ a. bid/offer/application
☒ b. initial award
☐ c. post-award

3. * Report Type:
☒ a. initial filing
☐ b. material change

4. Name and Address of Reporting Entity:
☒ 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:

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Standard Form - LLL (Rev. 7-97)

Council Member Stokes moved adoption; **Council Member Grizzell** moved adoption;

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

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

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.

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

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

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

Note: Council Member Brown-Thomas left the meeting.

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

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.

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 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.

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.

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

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President Hartley recognized **Drew Martin, Interim 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, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.
Nays – None.
Absent – None.

Note: Council Member Brown-Thomas returned to the meeting during the discussion.

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

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 OPTIN FOR THE SALE OF THE PARCELS.

WHEREAS, the City owns Parcel Numbers 1008-1-2, 1008-4-3, and 1008-15, all of which are located near the Pearl River on Highway 55 (together, the "Property"); and

WHEREAS, LeFleur Development, LLC ("LeFleur") has expressed an interest m acquiring the parcels to attempt to develop the property for commercial purposes; and

WHEREAS, the Administration has entered into negotiations with LeFleur, which has resulted in the parties agreeing to enter into an option contract which by which LeFleur will pay certain sums to the City for the option, and which option, if exercised, will result in the parties executing a Purchase and Sale Agreement transferring title to LeFleur (Option Contract attached as Exhibit 1). The Substantive provisions of the Option Contract are as follows:

• The Seller is the City of Jackson, Mississippi, and the Purchaser is LeFleur Development, LLC, a Mississippi limited liability company ("LeFleur" or "Purchaser").

• The subject of the sale is three parcels of property comprised of approximately ninety-five and a half acre as follows: Parcel 1008-1-2 (55.17 acres), Parcel 1008-4-3 (38.19 acres), and Parcel J 008-15 (2.14 acres), all located near Pearl River on Highway 55 (together, the "Land" or the "Property"). The Land is more particularly described in an exhibit to the Agreement.

• Purchaser will pay $1,0000.00 for an option, which will expire at 5:00 p.m. on October 31, 2027 unless exercised or extended prior to that time.

• Purchaser may extend the option for additional one-year periods by paying an additional $2,000.00 for each one-year extension.

• The option may not be extended beyond October 31, 2031 without written agreement by the City.

• If Purchaser exercises the option, the Property will be sold pursuant to the terms of the Purchase and Sale Agreement, which will be attached to the Option and incorporated therein.

WHEREAS, the land roll detail, legal description, deed, and parcel map to each parcel is attached to this Order as Exhibits 2 and 3 and are incorporated by reference; and

WHEREAS, on August 11, 2026, an electronic mail communication was sent to directors of all municipal departments, and other officers and employees of the City of Jackson to identify a need or use for the Property prior to the Surplus Property Committee's meeting scheduled for August 20, 2026 (Exhibit 4 to this Order); and

WHEREAS, no response was received identifying a need or use for the Property prior to the August 20, 2026 Surplus Property Committee meeting; and

WHEREAS, at the Surplus Property Committee meeting on August 20, 2026, the Surplus Property Committee voted to recommend that the Property be declared surplus and available for the administration to negotiate a sale to develop the Property for commercial mixed use, for commercial purposes, including but not limited to, a retail center, entertainment center, resort development, theater, restaurant, hotel, office development, or mixed-use development (Minutes and Email certifying results attached as Exhibits 5 and 6); and

WHEREAS, two appraisals have been obtained for the Property in order to determine fair market value in accordance with Section 21-17-1(2)(b)(i) of the Mississippi Code. Appraiser Casey W. Wingfield appraised the Property with a fair market value of $110,000.00, as of March 13, 2026. Crook Appraisal Consultants appraised the Property with a fair market value of

$112,000.00, as of March 13, 2026. The average of these two appraisals results in a purchase price of $111,000.00 (one hundred thousand eleven do11ars and no cents) (Appraisals attached as Exhibit 7); and

WHEREAS, the Administration recommends that the Property be declared surplus so that the Mayor can negotiate and execute an Option for the Sale of the Property to LeFleur Development, LLC, as well as a Purchase and Sale Agreement for the Property upon the exercising of the Option, with the sales price equal to the dollar amount of the fair market value obtained by obtaining the average of two (2) professional appraisals; and

WHEREAS, a copy of the Purchase and Sale Agreement to be executed if the Option is exercised is attached to this Order and incorporated by reference. The Substantive provisions of the Sale and Purchase Agreement ("Agreement") (Exhibit 8) are as follows:

• The Seller is the City of Jackson, Mississippi, and the Purchaser is LeFleur Development, LLC, a Mississippi limited liability company ("LeFleur" or "Purchaser").

• The subject of the sale is three parcels of property comprised of approximately ninety-five and a half acres as follows: Parcel 1008-1-2 (55.17 acres), Parcel 1008-4-3 (38.19 acres), and Parcel 1008-15 (2.14 acres), all located near Pearl River on Highway 55 (together, the "Land" or the "Property"). The Land is more particularly described in an exhibit to the Agreement.

• Pursuant to Mississippi Code §§ 21 -17-1 and 57-7-1, the City's Surplus Property Committee recommended that the Land be adjudicated as surplus and eligible for disposition. Documents memorializing that meeting and recommendation are attached as exhibits to the Agreement.

• The Agreement requires that the parcels be sold for development for commercial purposes, including but not limited to, a retail center, entertainment center, resort development, theater, restaurant, hotel, office development, or mixed-use development (referenced hereafter as the "Development").

• The Agreement permits the Property to be transferred to third parties, so long as the obligations and covenants of the Agreement are accepted by the transferee, including the purpose that the Property be developed for the used described in the Agreement and in this Order.

• The City reserves all oil, gas and mineral rights related to the Land, together with the right of ingress and egress for the removal of same.

• The City maintains a Right of Reverter if no work begins to develop the Property for the purpose described in the Agreement and in this Order within twenty-four months of Purchase date, or should the Property ever cease to be used for such purposes for a period of greater than twenty-four months, This Right of Reverter cannot be waived by any act, failure to act, or omission on the part of Seller. The Right of Reverter is a covenant in the deed rum1ing with the land.

• Purchaser shall ensure that the Real Property is to be sold "to result in the highest and best use of the property and to ensure that the property is used in a manner that will not interfere with the Pearl River Flood Control Project", in whatever form it ultimately takes.

• The purchase price is One Hundred Ten Thousand Five Hundred Dollars ($110,500.00). Consistent with State law, the purchase price was determined by taking the average of at two (2) appraisals by qualified appraisers who at the time of the appraisals were certified and licensed by the Mississippi Real Estate Appraiser Licensing and Certification Board.

WHEREAS, the Administration further recommends that the Mayor be authorized to execute a Purchase and Sale Agreement, along with a Quitclaim Deed conveying the Property to Lef leur Development, LLC, and any and all additional documents necessary to effectuate the option and sale, at the price and upon other such appropriate terms as are described in this Order

and the attached and incorporated Option and Sale and Purchase Agreement, upon the exercise of the Option agreement with LeFleur.

IT IS, HEREBY ORDERED that Parcel Numbers 1008-1-2, 1008-4-3, and 1008-15 are declared surplus.

IT IS, FURTHER ORDERED that the Mayor is authorized to negotiate and execute an Option for the Sale of the Parcels, and if the Option is exercised, to execute a Purchase and Sale Agreement, a Quitclaim Deed, and any additional documents necessary to effectuate the option and sale at the price and upon other such appropriate terms are described in this Order and the attached and incorporated documents, and to accept payment for the sale on behalf of the City.

https://www.co.hinds.ms.us/pgs/apps/landroll_detail.asp?ID=1008-.

Landroll Detail

Parcel Number	Map Reference Number
1008-1-2	651.00 1 2.00 View Map Property Taxes Gis Map
Subdivision No.	Homestead Exemption Account Numbers
STR	

Assessed Owner	Assessed Values	
CITY OF JACKSON	Land Value	0
	Improvement Value	0
	Total	0
Location	Appraised Values	
0 N HIGHWAY 55	Land Value	0
Legal Description	Improvement Value	0
40.3 AC NW COR THAT PT W1/2 SEC 36 E OF G M & O RR & W OF PEARL RIVER LESS 20 AC N/S SEC 36 T6N R1E	Total	0
	Building Info.	
	Type	
	Base Area	0
	Adjusted Area	0
	Year Built	0000
	Deed Info.	
	Book & Page	2970-0219
	Date	01/18/1984

Acreage Info.	
Cultivated Acres	0.00
Uncultivated Acres	0.00

Back Search

EXHIBIT 2

8/14/2026, 2:49 PM

Hinds County
MISSISSIPPI
FOUNDED 1821 * POPULATION 248,643

HindsCountyMs.com | Database | Back | Print Page

Landroll Detail

Parcel Number	Map Reference Number
1008-15	650.00 1 281.00 View Map, Property Taxes, Gis Map
Subdivision No.	Homestead Exemption Account Numbers
STR	

Assessed Owner
CITY OF JACKSON
BOX 3409 JACKSON MS 39207
Location
0 N HIGHWAY 55
Legal Description
APP 1.6 AC SW COR THAT PT SE 1/4 SE 1/4 E OF HWY 55 SEC 35 T6N R1E

Acreage Info.	
Cultivated Acres	0.00
Uncultivated Acres	0.00

Assessed Values	
Land Value	0
Improvement Value	0
Total	0
Appraised Values	
Land Value	0
Improvement Value	0
Total	0
Building Info.	
Type	
Base Area	0
Adjusted Area	0
Year Built	0000
Deed Info.	
Book & Page	2970-0219
Date	01/18/1984

Back Search

Thursday, August 06, 2026 Contact Webmaster Phone Numbers Map to our Office

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MISSISSIPPI

DEED OF GIFT BOOK 2970 PAGE 219

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00), cash in hand paid; and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of those certain agreements and covenants contained herein, the undersigned McCARTY HOLMAN COMPANY, a Mississippi limited partnership, whose mailing address is P. O. Box 3409, Jackson, Mississippi 39207, does hereby transfer and convey unto the City of Jackson, Mississippi, a Municipal Corporation, whose mailing address is P. O. Box 17, Jackson, Mississippi 39205, that certain land and property lying and being situated in the City of Jackson, First Judicial District of Hinds County, Mississippi, being more particularly described as follows, to-wit:

For a Point of Beginning, commence at the Northeast corner of Lot 15 of Block B of Belhaven Heights, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 3 at Page 25, and run thence South 00 degrees 00 minutes East to a point on the East line of Interstate Highway 55 right of way, as defined in that certain Warranty Deed executed by W. P. Bridges to State Highway Commission of Mississippi, dated November 4, 1963, and recorded in the office of the Chancery Clerk of the First Judicial District of Hinds County, Mississippi in Deed Book 1468 at Page 37; said Point of Beginning being the Southwest corner of that certain property conveyed to Marie Holman Van Hecke, et al, by deed recorded in Book 1632 at Page 108, and from said point on said I-55 Highway, run thence Northeasterly and Northwesterly along the Easterly right of way of said highway for a distance of 1650 feet, more or less, to the point of intersection of the Easterly right of way line of said Interstate 55 and the Southeasterly right of way line of the Gulf Mobile and Ohio Railroad, now Illinois Central Gulf Railroad, said point being the true POINT OF BEGINNING of the parcel herein described and conveyed; thence Southeasterly and Southwesterly along the Easterly right of way line of said Interstate Highway 55 for a distance of 2600 feet, more or less, to a point where the

BOOK 2070 PAGE 220

Easterly right of way line of said Interstate intersects the North line of a parcel heretofore conveyed to the City of Jackson by deed recorded in Book _____ at Page _____, said point also being a point in the South line of Section 35, Township 6 North, Range 1 East; thence run Easterly and along the North line of said parcel heretofore conveyed to the City and along the South line of Sections 35 and 36 of said Township 6 North, Range 1 East to the point of intersection of the South line of said Section 36 with the Southwesterly or Southerly line of that certain parcel of land conveyed to J. H. Stallings by the Belhaven Company on August 4, 1924, by deed recorded in Deed Book 160 at Page 330 thereof, said deed being recorded in said county and reference to which is hereby made in aid of this description; thence North 60 degrees West and along the South line of said Stallings' tract to a point, said point being the most Southerly corner of that certain parcel of land conveyed to Marie Holman Van Hecke, et al by deed recorded Book 1632 at Page 108, and designated therein as parcel 2, said point also being in the Westerly line of the Pearl River Channel as defined therein; thence Northerly and along the Easterly line of parcel 2 of said deed recorded in Book 1632 at Page 108, to the Northeast corner thereof, said corner also being in the South line of that certain parcel conveyed to McCarty Holman Company by deed recorded in Book 2390 at Page 633; thence Southeasterly and along the South line of said parcel conveyed in Book 2390 at Page 633 for a distance of 340 feet, more or less, to the center of the Pearl River Channel as the said is described and laid out and improved; thence Northeasterly and along the centerline of said channel and the thread of Pearl River for a distance of 2400 feet, more or less, to a point where the thread of said river intersects the Southerly right of way of said railroad; thence along said railroad right of way as the same is described in said Deed Book 2390 at Page 633 for a distance of 1700 feet, more or less, to the Point of Beginning, said parcel containing 65.0 acres, more or less, and lying in the West half of Section 36 and the Southeast Quarter of the Northwest Quarter of Section 35.

LESS AND EXCEPT: The following described parcel of land being more particularly described as follows, to-wit: Twenty (20) acres off of the North end of the tract next above described, the Southwest corner of which is the intersection of the Easterly right of way line of said Interstate 55 with the Southeasterly right of way of said Illinois Central Gulf Railroad, and the South line of which twenty (20) acre parcel will be and will run from said Southwest corner to a point in the centerline of said Pearl River which would leave twenty (20) acres North of the South line as hereby specified and described.

BOOK 2970 PAGE 221

There is intended to be conveyed hereby and the Grantor does hereby convey all of its property lying South and East of the said railroad and said Interstate Highway and North of the property previously conveyed by said deed to the City, west of the thread of the Pearl River, LESS AND EXCEPT twenty (20) acres off the North end thereof.

The Grantor does hereby convey any and all riparian rights relative to the property hereby conveyed and any and all right, title and interest in and to any part lying in, on or under any deed, grant, or easement conveyed to or acquired by the State Highway Commission by any deed or judgment.

This conveyance is made subject to any covenant, restriction, gas storage agreement or lease, or other easement imposed on the property; further the Grantor reserves unto itself and for its predecessors and successors in title, any and all oil, gas, and other minerals in, on, and under said property, said reservation however, not to include sand or gravel, and reserves unto itself, all right, title, and interest in and to said gas storage area and all natural structures and equipment, devices and machinery appurtenant and incidental thereto, together with the reasonable right of access thereto.

Further, as a part of the consideration for this conveyance, it is agreed by and between the Grantor and Grantee herein that the land conveyed hereby is to be used as a public park to be known as the "McCarty Holman Park". It is further agreed that said property must be made a public park within ten (10) years from the date hereof; further if the same should thereafter cease to be used as a public park aforesaid for a period of ten (10) years then the title to said land shall thereupon vest in the Grantor, its successors in title or assigns.

BOOK 2970 PAGE 222

Further, Grantor conveys to Grantee, as an easement appurtenant to the acreage above described and conveyed, which easement will run from the Northwest corner of the property above described and conveyed Westerly to Laurel Street, said easement to be fifty (50) feet in width, non-exclusive and to run with the title to said land and property conveyed, said easement to provide a means of access from Laurel Street, for pedestrian, equestrian, vehicular and such other uses as may benefit the public and Grantor.

Further, Grantor reserves unto itself and for the benefit of its successors and assigns, those certain sign sites situated on the above described and conveyed property, which sites are not more than two (2) in number and on each of which is presently erected a sign or advertising device and which is presently under lease to Lamar Outdoor Advertising Company. Grantor reserves title to said sign site, the structure erected thereon, as well as all rentals due and payable under the present lease and any renewal thereof or any subsequent lease. Grantor further reserves a reasonable right of ingress and egress or access thereto for servicing and maintaining said signs. It is further agreed that in the event said signs or structures are removed or abandoned, then the title to said sites shall vest in the Grantee herein.

WITNESS THE SIGNATURE of the undersigned, this the 3rd day of January, 1984.

McCARTY HOLMAN COMPANY, A
MISSISSIPPI LIMITED PARTNERSHIP

BY: W. B. McCarty Jr
W. B. McCARTY, JR.

W. H. Holman
W. H. HOLMAN, JR.

"MANAGERS"

STATE OF MISSISSIPPI

BOOK 2970 PAGE 223

COUNTY OF HINDS

PERSONALLY came and appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named W. B. McCARTY, JR., and W. H. HOLMAN, JR., personally known to me to be the Managers of the within named McCARTY HOLMAN COMPANY, a Mississippi limited partnership, who acknowledged to and before me that they signed and delivered the above and foregoing Deed of Gift on the day and for the purposes therein stated, for and in behalf of said partnership, as its own act and deed, they having been duly authorized so to do.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this the 3rd day of January, 1984.

Brenda B. Rose
NOTARY PUBLIC

My Commission Expires:
1-7-86

STATE OF MISSISSIPPI, County of Hinds:
I, Pete McGee, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 19 day of JANUARY 1984, at 8:00 o'clock A M., and was duly recorded this 19 day of JANUARY 1984, Book No. 2970 Page No. 219 in my office.
Witness my hand and seal of office, this the 19 day of JANUARY, 1984.
PETE McGEE, Clerk
By L.H. Anderson D.C.

Hinds County
MISSISSIPPI
FOUNDED 1821 * POPULATION 248,043

HindsCountyMs.com | Database | Back | Print Page

Landroll Detail

Parcel Number	Map Reference Number
1008-4-3	652.00 1 1.00 — View Map, Property Taxes, Gis Map
Subdivision No.	Homestead Exemption Account Numbers
STR	

Assessed Owner
CITY OF JACKSON

Location
0 N HIGHWAY 55

Legal Description
BEG NW COR SEC 1 T5N R1E E 1200 FT SELY 900 FT TO RIVER SWLY ALONG RIVER TO E/L HWY 55 NWLY ALONG HWY TO N/L SEC 2 E 650 FT TO POB IN SEC 1 & 2 T5N R1E

Acreage Info.	
Cultivated Acres	0.00
Uncultivated Acres	0.00

Assessed Values	
Land Value	0
Improvement Value	0
Total	0
Appraised Values	
Land Value	0
Improvement Value	0
Total	0
Building Info.	
Type	
Base Area	0
Adjusted Area	0
Year Built	0000
Deed Info.	
Book & Page	4234-0532
Date	12/28/1993

Back Search

Thursday, August 06, 2026 Contact Webmaster Phone Numbers Map to our Office

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MISSISSIPPI

BOOK 4234 PAGE 532

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, we, the undersigned McCARTY-HOLMAN COMPANY, A MISSISSIPPI LIMITED PARTNERSHIP, does hereby quitclaim and convey unto the CITY OF JACKSON, MISSISSIPPI, A MUNICIPAL CORPORATION, all of the right, title, and interest of the undersigned, except as hereinafter reserved, in and to that certain parcel of land lying in Hinds County, Mississippi, being more particularly described as:

Commence at the Northwest corner of Section 1, Township 5 North, Range 1 East and run thence Easterly and along the North line of said Section 1 for a distance of 1200 feet, more or less, to the point of intersection of the North line of said Section 1 and the South line of that certain property as described and conveyed to J. H. Stallings by the Belhaven Company on August 4, 1924, by deed recorded in Deed Book 160 at Page 230 thereof, said deed being recorded in said county, reference to which is hereby made in aid of this description;

Thence Southerly and along the South line of said Stallings property (which, according to said deed is South 60 degrees East) for a distance of 900 feet, more or less, to the thread of the Pearl River;

Thence Southwesterly and along said thread of the river to the point of intersection of said thread and the Northerly right of way line of U. S. Interstate (I-55);

Thence Westerly and Northerly and along the Northerly and Easterly right of way of said I-55 to the North line of Section 2 of said Township 5 North, Range 1 East;

Thence Easterly and along the North line of said Section 2 for 650 feet, more or less, to the POINT OF BEGINNING.

Said property lying in the Northwest 1/4 of Section 1 and the Northeast 1/4 of Section 2, and being part of Lot 4 of Section 1 and a part of Lot 1 of Section 2 of said township and said property containing 45 acres, more or less.

The Grantor does convey hereby all of that land and property described as lying South of the North line of said Sections 1 and 2, and South of the South line of the Stallings tract and North and Northwesterly of the thread of Pearl River and Northerly and Easterly of the I-55 Interstate right of way line, this being the Easterly line of the North bound lane and the Fortification Street access to said lane and the North line of the Fortification Street right of way however the same may be described.

BOOK 4234 PAGE 533

Further, Grantor does hereby convey any and all riparian rights relative to the property hereby conveyed and any and all right, title, and interest in and to any part lying in, on, or under any deed, grant, or easement conveyed to or acquired by the State Highway Commission by any deed or judgment.

This conveyance is made subject to any covenant, restriction, gas storage agreement or leases, or other easement imposed on the property; further the Grantor reserves unto itself and for its predecessors and successors in title, any and all oil, gas, and other minerals in, on, and under said property, said reservation however, not to include sand or gravel, and reserves unto itself, all right, title, and interest in and to said gas storage area and all natural structures and equipment, devices, and machinery appurtenant and incidental thereto, together with the reasonable right of access thereto.

Further, Grantor reserves unto itself and for the benefit of its successors and assigns, those certain sign sites situated on the above described and conveyed property, which sites are not more than two (2) in number and on each of which is presently erected a sign or advertising device and which is presently under Lease to Lamar Outdoor Advertising Company. Grantor reserves title to said sign sites, the structure erected thereon, as well as all rentals due and payable under the present Lease and any renewal thereof or any subsequent lease. Grantor further reserves a reasonable right of ingress and egress or access thereto for servicing and maintaining said signs. It is further agreed that in the event said signs or structures are removed or abandoned, then the title to said sites shall vest in the Grantee herein.

It is agreed that the purpose of this conveyance is to Quitclaim, except as hereinabove reserved, to the City of Jackson, Mississippi, all of the Grantor's right, title and

BOOK 4234 PAGE 534

interest in said property and to divest Grantor of any interest whatsoever and by these presents convey to the City of Jackson, Mississippi, any and all of its interest whether vested or to vest in futuro, whether said interest is by reversion or remainder, is contingent or otherwise, the tenor and purport of this conveyance being that the said Grantor after the date hereof shall have no further right, title or interest in said parcel above described, except as hereinabove reserved.

WITNESS THE SIGNATURE of the undersigned on this 28th day of December, 1993.

MCCARTY-HOLMAN COMPANY, A MISSISSIPPI LIMITED PARTNERSHIP

STATE OF MS
COUNTY OF HINDS
FILED - RECORDED

Dec 29 4 18 PM '93
BOOK 4234
PAGE 532
ALICE JAMES
CHANCERY CLERK

BY: W B McCarty Jr
W. B. MCCARTY, JR., JOINT MANAGER

BY: W H Holman Jr
W. H. HOLMAN, JR., JOINT MANAGER

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on the 28th day of December, 1993, within my jurisdiction, the within named W. B. MCCARTY, JR., AND WILLIAM H. HOLMAN, JR., who acknowledged that they are Joint Managers of MCCARTY-HOLMAN COMPANY, A Mississippi Limited Partnership, and that for and on behalf of said partnership, and as its act and deed, they signed and delivered the above and foregoing Quitclaim Deed for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said partnership so to do.

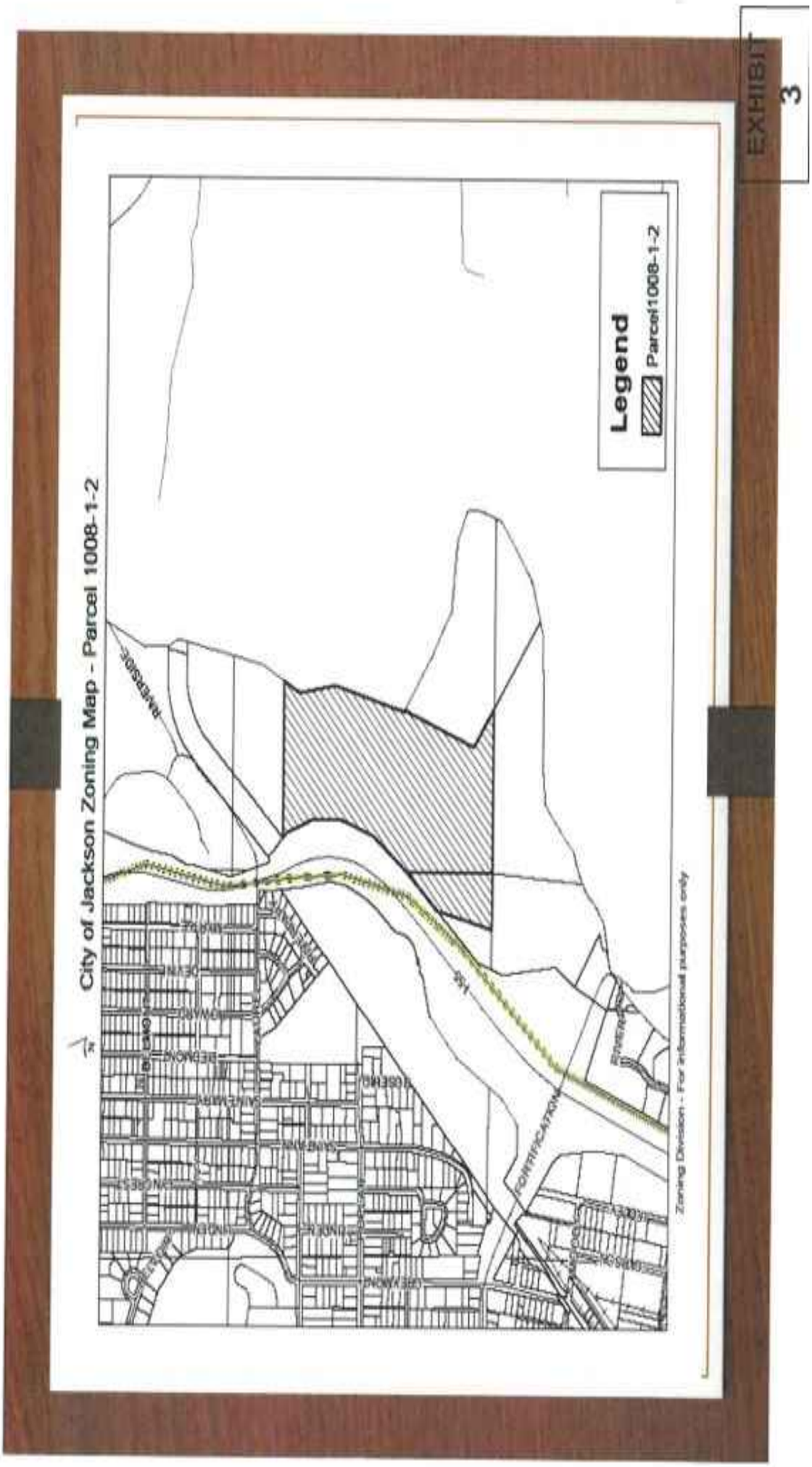
Lana Dean
NOTARY PUBLIC

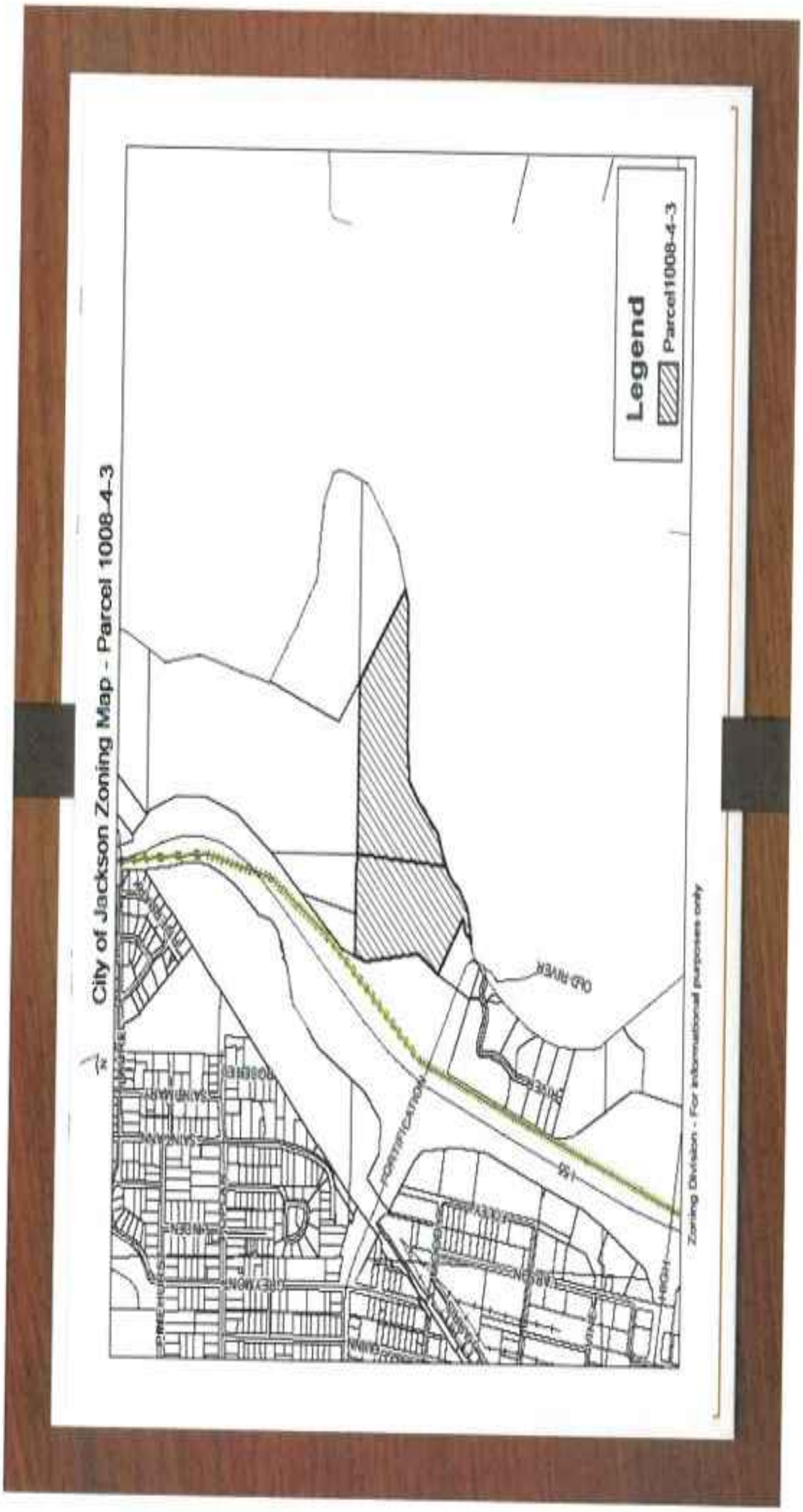
My Commission Expires:
My Commission Expires September 10, 1995

GRANTOR'S ADDRESS & PHONE NO.
P. O. BOX 3409
453 NORTH MILL STREET
JACKSON, MS 39207
(601) 948-0351

GRANTEE'S ADDRESS & PHONE NO.
P. O. Box 17
Jackson, MS 39205
(601) 960-1799

WCSKB\MCCARTY-HOLMAN.QUITCLAIM DEED 12/15/93


EXHIBIT 3
City of Jackson Zoning Map - Parcel 1008-1-2
Legend
Parcel1008-1-2
FORTIFICATION
Zoning Division - For informational purposes only


City of Jackson Zoning Map - Parcel 1008-4-3
Legend
Parcel1008-4-3
OLD RIVER
FORTIFICATION
Zoning Division - For informational purposes only


City of Jackson Zoning Map - Parcel 1008-15
Legend
Parcel1008-15
Zoning Division - For informational purposes only

From: Vic Sexton
To: Drew Martin; Pamela Junior; Angela Brown; Lorenzo Anderson; Rayvan Thomas; Toya Martin; RaShall M. Brackney; Nathan Slater; Vic Lott; Angela Harris
Cc: Cathy Northington; Peter Tenuwissen; Jillian Caldwell
Subject: Surplus Property
Date: Tuesday, August 11, 2026 4:26:36 PM
Attachments: image.png
image.png

August 11, 2026

To: City of Jackson Department Directors
From: Vic Sexton – Planning & Development Department (Acting Surplus Property Manager)
(601) 960-1055, vsexton@jacksonms.gov

On August 20, 2026 the Surplus Property Committee will have its monthly meeting. On the agenda for discussion are the parcels listed below:

Parcels 1008-1-2 (55.17 acres), 1008-4-3 (38.19 acres), & 1008-15 (2.14 acres), all located near Pearl River on Highway 55
Parcel 310-34, 1.29 acres located on Reserve Drive

The committee will decide whether or not to recommend declaring them Surplus and disposition of them.

In accordance with the City of Jackson's Surplus Property executive order, each department has an opportunity to request that the city maintain ownership if there is a municipal need. If there is, respond within five (5) business days.

JACKSON MISSISSIPPI
BUILDING A BETTER FUTURE TOGETHER

JACKSON DEPARTMENT OF PLANNING & DEVELOPMENT

Vic Sexton | Small Business Outreach Coordinator
Office of Economic Development | Department of Planning & Development
Office: 601-960-1055 | Fax: 601-960-2192
200 South President Street | 2nd Floor, Suite 223 | Jackson, MS 39201
Follow JXN Planning: Facebook | Twitter | Instagram | www.jacksonms.gov

EXHIBIT 4

CITY OF JACKSON SURPLUS PROPERTY MEETING MINUTES – August 20, 2026

Acting Chairman: Vic Sexton (Planning Dept.)

I. The meeting convened at 3:04 p.m. at the City of Jackson Hood Building's Andrew Jackson Conference Room.

II. The following committee members were present: Eric Lewis (Planning Department- Interim Zoning Administrator), Jennifer West (Mayor's Office – Constituent Services), Stan Arnold (Public Works-Facilities Management Manager), Robert Brunson (Planning Department-Code Enforcement Community Improvement Manager), Detrick Davis (Planning Department-Senior Electrical Inspector & Building Official, new member), & Carrie Johnson (Legal Dept. – non voting).....Guest Attendee; Von Anderson (Planning Department).....Committee members not present: John Evans – (Planning Department-Senior Building Inspector) & Tangayika Hoover (Planning Department Deputy Director)

III. Approval of Minutes from the May 21, 2026 meeting – Jennifer West made a motion that the minutes be approved as presented. Robert Brunson seconded the motion, which was subsequently, approved unanimously by the committee.

III. NEW BUSINESS

Parcels: 1008-1-2, 1008-4-3, & 1008-15, Drew Martin, City of Jackson Attorney, on behalf of the administration, requested recommending declaration of the parcels as surplus property to the City Council for the purpose of, after approval, being open to discussing/negotiating with a real estate development team that has an idea of a resort or commercial mixed use project. The request was granted via a motion made by Jennifer Lewis and a second by Stan Arnold that was subsequently approved unanimously by the committee.

Committee Action:
The request was granted via a motion made by Jennifer West and a second by Stan Arnold that was subsequently approved unanimously by the committee.

SURP-26-9 (Parcel 843-85) – Mary Ellis wants to acquire the parcel for yard extension.

Committee Action:

EXHIBIT
5

Jennifer West made a motion that the parcel be declared surplus property and disposed of using the Public Auction Method (MS Code 17-25-25) The motion was seconded by Robert Brunson and thereafter approved unanimously by the committee.

SURP-26-11 (Parcel 171-103) – Mary Bingham wants to acquire to acquire the parcel for yard extension.

Committee Action:
Eric Lewis made a motion that parcel 171-103 be declared surplus property and disposed of using the Private Sale method (MS Code 17-25-25). Eric's motion was seconded by Jennifer West and subsequently approved unanimously by the committee.

SURP-26-13 (Parcel 72-5), SURP-26-14 (Parcel 72-58, SURP-26-15 (Parcel 72-55), & SURP-26-16 (Parcel 72-56) – Greater Blair Street AME Zion Church is requesting that the city donate the parcels to the church for expansion of ministry opportunities , community development, and mission alignment (to reach the area they are called to service).

Committee Action:
Before committee action, Rev. Lelar Hodges-Johnson, pastor of Greater Blair Street AME Church, spoke to the group about plans to develop the parcels into community gardens, greenspace, and affordable housing. Von Anderson, mentioned that some of the area parcels are obligated through City Council approval, many years ago, to be sold to another entity and Attorney Johnson suggested that, if the parcels are available for disposition, substantiation must be obtained from the overarching organization of the church that Greater Blair Street AME Zion Church is included as a 501 C-3 Tax exempt subordinate. Jennifer West made a motion to table the case to give time to research possible City Council action regarding theses parcels and to get clarity about the church's tax exempt status.

IV. ADJOURNMENT – Jennifer West motioned that we adjourn at 4:10 p.m. that was seconded by Robert Brunson and approved unanimously by the committee.

CASEY W. WINGFIELD
Mississippi Certified General Appraiser # GA-775
REAL ESTATE APPRAISER & CONSULTANT
Post Office Box 2601 | Madison, Mississippi 39130-2601 • 601.898.2806 • CWingfield1@aol.com

March 16, 2026

LeFleur Development, LLC
Mr. William T. Richardson
206 Winged Foot Circle
Jackson, Mississippi 39211

Re: Appraisal Report
Hinds County Tax Parcels 1008-1-2, 1008-4-3, 1008-15
95.5 Acres +/- of Land situated in the
NE Quadrant of Interstate Highway 55 & E. Fortification St.
Jackson, Mississippi 39202

Dear Mr. Richardson:

As requested and authorized, I have inspected the above referenced property. I have investigated all available data pertinent to develop a credible appraisal that is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the *Uniform Standards of Professional Appraisal Practice*. As requested, this appraisal provides the market value of the real property. I was not provided with a current legal description for the appraised property. I have relied on the tax assessor's records to identify the subject property. I reserve the right to adjust my appraisal due to a discrepancy in the size of the site, indicated by a current legal survey. I highly recommend obtaining a current legal survey. The tax assessor's information indicates the site contains approximately 95.5 acres. The effective date of this appraisal is the last date of inspection. As of March 13, 2026, my market value opinion of the fee simple estate is:

ONE HUNDRED TEN THOUSAND DOLLARS
($110,000.00)

I am competent to perform an appraisal on this type property. This appraisal is presented by the following summary report. The attached appraisal report sets forth the definitions of fee simple and market value, the assumptions made, and the data considered upon which this appraisal is based. Please advise for additional information or clarification of this report.

Respectfully submitted,

Casey W. Wingfield
Mississippi State Certified General Appraiser # GA-775

EXHIBIT
6

Robert L. Crook, II, MAI

Real Estate Appraiser • Consultant
4500 I-55 NORTH • SUITE 202W • P.O. BOX 14044 • JACKSON, MS 39236
OFFICE: (601) 981-6014 • FAX: (601) 981-6044

March 13, 2026

William Richardson
LeFleur's Development, LLC.
Post Office Box 2120
Ridgeland, Mississippi 39158
and
The Honorable John Horhn
Mayor, Jackson, Mississippi
219 South President Street
Jackson, Mississippi 39201

Re: Appraisal Report
About 93.35 Acres
East Side of Interstate Highway 55
Jackson, Mississippi 39202

Dear Mr. Richardson and Mayor Horhn:

As requested, we inspected the above referenced property and investigated available data pertinent to forming an opinion of the fee simple estate ownership interest market value. Full supporting documentation concerning the data, reasoning, and analyses of this appraisal report are retained in our file regarding this property.

The information contained in this report is specific to your needs and for the intended use stated in this report. The following is the result of the inspection and investigation.

PURPOSE OF THE APPRAISAL: The purpose of this appraisal is to provide an opinion of market value as defined by the Office of the Comptroller of the Currency. The term 'market value' is defined in 12 CFR Part 1608.1 (f) as, "the most probable price a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1.) buyer and seller are typically motivated;
2.) both parties are well informed or well advised and acting in what they consider their best interests;
3.) a reasonable time is allowed for exposure in the open market;
4.) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5.) the price represents the normal consideration for the property

sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

FUNCTION AND INTENDED USE OF REPORT: This appraisal is intended for the sole purpose of forming an opinion of market value for aid in determining a possible lease the property. Conrad Ebner, CPA requests this appraisal and report.

INTEREST VALUED: Fee simple estate ownership.

DATE OF VALUE: March 6, 2026.

DATE OF REPORT: March 13, 2026.

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal, the property was last inspected on March 6, 2026 by viewing the property from north side of Fortification Street and from the east side of the interstate highway. The property is mostly wooded or in the Pearl River and the interior is mostly inaccessible. Information is gathered regarding similar flood prone properties. Market data is surveyed and compiled. A survey of competing properties is made in conjunction with the highest and best use analysis of the property. Participants to sales and others are interviewed during the course of this appraisal. The scope of appraisal is to form an opinion of market value. Comparable land sales information is analyzed in applying a sales comparison approach. The sales used are reconciled to produce a final value indication. This report sets forth a summary of the conclusions of the appraisal.

PROPERTY HISTORY AND IDENTIFICATION: The City of Jackson, Mississippi owns the appraised property. There have been no known arm's length transfers of the fee simple estate interest in the past three years. There are no sales of the appraised property three years prior to the appraisal date. The property is identified in the addenda as Exhibit A.

REAL ESTATE APPRAISED: The appraised site is mostly located in the Jackson but a small area is located across the Pearl River in Flowood. It is located and has access from the north side of Fortification Street, a two-way two-lane asphalt paved city street. The street has an interchange with Interstate Highway 55 North and an overpass bridge over the highway. It has frontage but no access from the east side of Highway 55.

The appraised property is a parcel of land containing about 93.35 acres in size. It is irregular in shape. Most of the property is wooded bottomland or in the Pearl River. Belhaven Creek severs near the center of the property flowing generally southeast to the Pearl River. The area of the appraised property west of the creek, east of the interstate highway, and north of

Fortification Street is the majority (about 10-15 acres) of land not located in the floodway but still in an AE flood hazard area. The site is below the level with the interstate which is built up and slopes slightly south and east. The major soil type present is the Cascilla-Chenneby association, a USDA-SCS soil mapping unit typically found on flood plains. It consists of roughly 50 percent Cascilla soils (well-drained, silty alluvial soils) and 50 percent Chenneby soils (somewhat poorly drained), often located in forested areas with potential hydric characteristics. It appears most if not all the property is in designated wetlands. About 10 percent is estimated in water of the Pearl River or Belhaven Creek.

The property is a FEMA flood hazard area identified as being in the floodway or area AE by FIRM Community Panel 28049C-0308-J, dated July 20, 2021. Photocopies of flood maps are included in the addenda as Exhibit. No utilities are known present on the appraised site, but are available nearby.

The appraised property is in an area of Jackson having a designated zoning classification of SUD, Special Use District. The appraised property is statutorily exempt from ad valorem tax purposes.

HIGHEST AND BEST USE: *As vacant*, includes all the legally allowable uses of the Special Use District. The site is irregular in shape but it would not hinder improvement. What does prevent development is about 80 to 85 percent is located in the floodway or in the Pearl River. However recently the Rankin Hinds Pearl River Flood and Drainage Control District announced a long-discussed Pearl River flood control would move forward with a plan to widen and develop along the river's banks in Jackson. The proposed project is a scaled-back version of the controversial 'One Lake' plan the flood control district has backed for over a decade, and which both environmentalists and downstream communities have fought.

The appraised property would have potential for recreational hunting purposes if not located within the city limits of Jackson, not allowing such use. It could have future other recreational purposes (water sports and fishing) for example.

The maximally productive use and therefore, the *highest and best use of the site as vacant* is for the future for investment holding as there is no current financially feasible use.

SALES COMPARISON APPROACH: In the sales comparison approach to value, the surrounding area is surveyed for sales of flood prone lands having occurred during the past years before value date. Included are sales of acreage land comparable and representative of the most recent available transfers.

A 44.71 acre tract of wooded bottomland in Rankin County sold on September 28, 2022 for $70,000 or about $1,566 per acre. The land is in the floodway and on either side of the Richland Creek.

On October 12, 2023, a 102.02 acre tract in Madison County sold for $357,175 or about $3,500 per acre. It is located partly in Gluckstadt and has frontage and access from the north side of Yandell Road. The land is crossed by Bear Creek and is about 65 percent in the floodway.

A 80.8 acre tract of half wooded, half cutover land in Rankin County sold on June 4, 2021 for $140,000 or about $1,733 per acre. The land along Pipeline Road is in half in the floodway and half is flood zone AE.

On November 21, 2018, a 54.19 acre tract in Leake County sold for $45,000 or about $830 per acre. It is located along the Natchez Trace Parkway and the Yockanookany River. The land is all in the floodway.

The sales are considered and analyzed with emphasis placed on the examination of the individual sales for units of comparison for valuing the appraised property. The unit of comparison considered in the sales comparison approach for vacant lands is typically per acre of area. All of the sales considered and analyzed are near the appraised property and all of the sales are lands with partial or total floodway areas.

The land comparable sales presented are analyzed and adjusted as needed based on property rights conveyed, financing terms, conditions of sale, expenditures after sale, market conditions, location, and physical conditions.

Considering the sales directly compared with the appraised property, indicated is a price per acre of about $1,200. A market value indication is made as follows.

93.35 acres x $1,200 = $112,000, rounded.

RECONCILIATION AND VALUE CONCLUSION: The comparable sales approach is dependable to support an opinion of value. The sales considered are appropriate to support an opinion of market value. Exposure and marketing times are estimated over twenty-four months.

The market value of the fee simple estate ownership interest of the appraised property, as of March 6, 2026, is:

ONE HUNDRED TWELVE THOUSAND DOLLARS

($112,000)

Please advise if you need any additional information or clarification of any of the data included in this report.

Respectfully submitted,

Crook Appraisal Consultants

Robert L. Crook, II, MAI
President
Mississippi Licensed Certified
General Real Estate Appraiser 102

Cade Crook
Vice President
Mississippi Licensed
Real Estate Appraiser 1890

From: Vic Sexton
To: Drew Martin
Cc: Carrie Johnson
Subject: Re: Surplus Property
Date: Thursday, September 10, 2026 5:35:53 PM
Attachments: image001.png
image002.png

At the August 20th, 2026 City of Jackson Surplus Property Committee meeting the members unanimously approved the request presented by City of Jackson City Attorney, on behalf of the City Administration, to recommend that the City Council declare land parcels 1008-1-2, 1008-4-3, & 1008-15 surplus property for the purpose of, after approval, being open to discussing/negotiating with a real estate development team that has an idea of a resort or commercial mixed use project.

Vic Sexton
City of Jackson
Acting Surplus Property Chairman
(601) 960-1055

EXHIBIT
7

9/30/26

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into on or as of October _____, 2026 ("Effective Date"), by and between the City of Jackson, Mississippi ("City" or "Seller"), acting through its governing authorities, and LeFleur Development, LLC, a Mississippi limited liability company ("LeFleur" or "Purchaser").

Seller is the owner of three parcels of property comprised of approximately ninety-five and a half acres as follows: **Parcel 1008-1-2 (55.17 acres), Parcel 1008-4-3 (38.19 acres), and Parcel 1008-15 (2.14 acres), all located near Pearl River on Highway 55 (together, the "Land" or the "Property").** The Land is more particularly described on Exhibit 1.

Pursuant to Mississippi Code §§ 21-17-1 and 57-7-1, the City's Surplus Property Committee recommended that the Land be adjudicated as surplus and eligible for disposition. Documents memorializing that meeting and recommendation are attached to this Agreement as Exhibit 2. At a City Council meeting held on October 6, 2026, the Jackson City Council voted in favor of declaring the property to be surplus and authorizing the Mayor to negotiate an option for the sale of the parcels for development for commercial purposes, including but not limited to, a retail center, entertainment center, resort development, theater, restaurant, hotel, office development, or mixed-use development (referenced hereafter as the "Development"). A copy of the City Council Order and Statement of Votes or Minutes is attached as Exhibit 3.

It is expressly understood that the Property may be developed by one or more third parties who are not parties to this Purchase and Sale Agreement. Such third parties will be bound by the limitations and covenants of this Purchase and Sale Agreement, expressly including (but not limited to) the purpose of the development and the Right of Reverter as described in this Purchase and Sale Agreement.

EXHIBIT
8

9/30/26

Seller and Purchaser now desire to enter into this Agreement to set forth the terms and conditions of the sale of the Land.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants, agreements, representations and warranties contained in this Agreement, and intending to be legally bound, Purchaser and Seller agree as follows:

ARTICLE 1
PURCHASE AND SALE

1.1 **Purchase and Sale.** Subject to, and on the basis of, the covenants, agreements, representations and warranties, and other express limitations contained in this Agreement, Seller agrees to sell, transfer, assign and convey all of its right, title and interest in and to the Real Property (defined below) to Purchaser, and Purchaser agrees to purchase and acquire the Real Property from Seller (this "Transaction").

1.2 Real Property Identified. As used herein, the "Real Property" shall mean:

(a) Description of Real Property. The Land described in Exhibit 1 attached hereto, and all improvements located in, on or under the Land or related to, used or available for use in the ownership, conduct, operation or maintenance of the Real Property.

(b) Rights and Appurtenances. All and singular, the rights and appurtenances pertaining to the Land.

(c) Oil, Gas and Minerals. Seller reserves all oil, gas and mineral rights related to the Land and such rights shall not be a part of the Real Property. Seller further reserves the right of ingress and egress for the removal of same.

1.3 Right of Reverter.

This conveyance is made in order to develop the Property for commercial purposes, including but not limited to, a retail center, entertainment center, resort development, theater, restaurant, hotel, office development, or mixed-use development. If no work begins to develop the Property for such

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purpose within twenty-four months of Purchase date, or should the Property ever cease to be used for such purposes for a period of greater than twenty-four months, all ownership rights in the Property will revert to Seller. This Right of Reverter cannot be waived by any act, failure to act, or omission on the part of Seller. The Right of Reverter is a covenant in the deed running with the land.

1.4 Development Principles. Pursuant to the City Council Order authorizing the disposition of the Land, Purchaser shall ensure that the Real Property is to be sold "to result in the highest and best use of the property and to ensure that the property is used in a manner that will not interfere with the Pearl River Flood Control Project", in whatever form it ultimately takes.

ARTICLE 2
PURCHASE PRICE

2.1 Purchase Price. Seller agrees to sell, and Purchaser agrees to purchase, the Real Property for a total purchase price equal to One Hundred Eleven Thousand Five Hundred Dollars ($111,000.00) ("Purchase Price"), plus or minus any adjustments provided by this Agreement. The Purchase Price shall be paid in immediately available funds at Closing. The purchase price was determined by taking the average of at two (2) appraisals by qualified appraisers who at the time of the appraisals were certified and licensed by the Mississippi Real Estate Appraiser Licensing and Certification Board. Copies of the appraisals are attached as Exhibit 4.

ARTICLE 3
CLOSING

3.1 Closing. Closing shall be held at a location agreed to by the Parties. If the Parties cannot agree, the Closing shall be held at the Offices of the City Attorney for Jackson, Mississippi, as soon as practicable after the satisfaction of all of the conditions to obligations of the parties herein to consummate the purchase and sale, on such date as is mutually agreed to by Purchaser and Seller (the "Closing"), but in no case shall the Closing occur after the later of (i) one hundred and eighty (180) days from the date of this Agreement or (ii) ten (10) business days after the final non-appealable

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rezoning of the Property to permit the development of the Property as contemplated herein (the "Outside Closing Date"). If the parties should fail to consummate the Closing by the Outside Closing Date, then the Seller may elect to terminate this Agreement on ten (10) days written notice to Purchaser. Upon receipt of such notice, Purchaser may agree to waive any unsatisfied closing conditions that are for the benefit of Purchaser and elect to close the Transaction prior to the expiration of such ten (10) day period. The date on which the Closing occurs is referred to herein as the "Closing Date."

3.2 Closing Costs. Purchaser shall pay the cost and expenses, if any, of (i) a survey or survey update, (ii) the title search, title commitment, and premium for any title insurance policy; and (iii) the cost to record deed.

Each party will pay all its own expenses incurred in connection with this Agreement and the Transaction contemplated hereby, including, without limitation, (i) all costs and expenses stated herein to be borne by a party and (ii) all of their respective consulting, accounting, investigation, legal and appraisal fees.

3.3 Property Costs. Seller shall pay the cost of any utilities or other costs associated with the Real Property accruing or incurred prior to the Closing Date, which could result in the creation of a lien or encumbrance on the Real Property.

ARTICLE 4
TITLE MATTERS

4.1 Title Report/Commitment for Title Insurance. Purchaser shall instruct a nationally recognized title insurance company designated by Purchaser (the "Title Company") to prepare and deliver to Purchaser and Seller, at Purchaser's expense, within ten (10) days after the Effective Date, a commitment to issue an owner's title insurance policy to be issued by a title company reasonably acceptable to Purchaser (the "Title Commitment") covering the Real Property, showing all matters affecting title to the Real Property, and binding Title Company to issue to Purchaser at

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Closing an Owner's policy of title insurance on a current ALTA extended form of policy in the full amount of the Purchase Price.

4.2 Survey. Within five (5) days after the Effective Date, Purchaser shall, at its expense, order a survey or an update to a survey and shall use reasonable efforts to cause such survey to be delivered to Purchaser and Title Company within ten (10) business days after the Effective Date. Such survey shall be a currently dated ALTA/ASCM land title survey of the Real Property (the "Survey"), prepared by a surveyor licensed by the State of Mississippi certified to Purchaser and Title Company. Seller shall provide at Closing a certificate to Purchaser and Title Company, if requested, that there have been no improvements or work at the Real Property since the date of the Survey which would materially alter the depictions on the Survey.

4.3 Title Defects. Within ten (10) days after receipt of the later of the Title Commitment and the Survey, Purchaser shall notify Seller of any title matters to which Purchaser objects (the "Title Defects") (Purchaser's Notice"). Any matter disclosed in a Title Commitment or Survey and not objected to by Purchaser or subsequently waived by Purchaser shall be deemed a permitted exception ("Permitted Exception"). Seller shall notify Purchaser of Seller's decision not to cure any Title Defect within three (3) days after "receipt of Purchaser's Notice. Seller's failure to respond shall be deemed a decision by Seller not to cure any Title Defect. Within five (5) days of Seller's election not to cure certain Title Defects, Purchaser may (i) elect to waive such Title Defects, or (ii) terminate this Agreement in which event Purchaser shall receive a return of the Deposit. Purchaser's failure to respond shall be deemed a decision by Purchaser to waive the Title Defects to which Seller decides not to cure. If the Title Defects that Seller elected to cure are not cured by Seller or waived by Purchaser on or before the Closing Date, then Purchaser may (i) elect to waive the uncured Title Defects or (ii) terminate this Agreement, in which event Purchaser shall receive a return of the Deposit.

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4.4 Title Insurance. At Closing, Purchaser shall instruct Title Company to issue a final update to the Title Commitment binding Title Company to issue to Purchaser an owner policy of title insurance (the "Title Policy") covering the Real Property in the full amount of the Purchase Price. The Title Policy shall be a current ALTA form owner's policy of extended coverage title insurance containing such endorsements as may be reasonably requested by Purchaser and agreed to by Title Company, subject only to: (a) current non-delinquent real estate taxes and assessments; (b) matters set forth in the Title Commitment and approved or waived by Purchaser; (c) any other matters approved in writing by Purchaser; and (d) title exceptions caused by acts or omissions of Purchaser.

4.5 Waiver. Purchaser may choose to waive any of the provisions of this Article. Any such waiver is made at the Purchaser's risk. Seller will not be liable for any loss or damages of any type resulting to Purchaser from any such waiver, or from any decision by Purchaser to fail to avail itself of the provisions of this Article.

ARTICLE 5
INSPECTION

5.1 Inspection. During the period beginning upon the Effective Date through Closing or the earlier termination of this Agreement, Purchaser and/or its attorneys, representatives, contractors, consultants or employees ("Authorized Representatives") shall have the right to make physical inspections of the Real Property, including, without limitation, such soil, engineering, feasibility and other studies and tests on or of the Real Property as Purchaser considers to be appropriate. Purchaser shall at all times conduct such due diligence in compliance with applicable laws, and in a manner so as to not cause undue damage, loss, cost or expense to Seller or the Real Property, and Purchaser shall promptly restore the Real Property to its condition immediately preceding such inspections and examinations and shall keep the Real Property free and clear of any mechanic's liens or materialmen's liens in connection with such inspections and investigations. Purchaser shall indemnify, protect, defend and hold Seller harmless from and against any obligation, liability, claim (including any claim

for damage to property or injury to or death of any persons), lien or encumbrance, loss, damage cost or expense, including attorneys' fees (collectively, a "Loss"), in any way caused by the inspections or examinations of the Real Property by Purchaser or any Authorized Representative. The foregoing indemnification shall survive the Closing or the termination of this Agreement for any reason.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser's Representations and Warranties. Purchaser makes the following representations and warranties, as of the Effective Date and as of the Closing Date, which shall survive Closing and conveyance of the Real Property to Purchaser:

6.1 **Authority.** Purchaser is a limited liability company, duly formed, existing, and in good standing under the laws of the State of Mississippi; Purchaser has full legal right, power and authority to execute and fully perform its obligations under this Agreement, without the need for any further action under its governing instruments; and the persons executing this Agreement and the other documents required hereunder are the duly designated representatives of Purchaser and are authorized to do so.

6.2 **Inspection.** Purchaser has made, or will make prior to Closing, an independent investigation, to the extent Purchaser deems necessary or appropriate, concerning the physical condition, value, development, use, marketability, feasibility and suitability of the Real Property.

6.3 **Patriot Act.** Purchaser represents and warrants that such party is not, and is not acting, directly or indirectly, for or on behalf of, any person or entity named as a "specially designated national and blocked person" (as defined in Presidential Executive Order 13224) on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control, and that it is not engaged in this transaction, directly or indirectly, on behalf of, and is not facilitating this transaction, directly or indirectly, on behalf of, any such person or entity. Purchaser also represents and warrants that neither it nor its constituents or affiliates are in violation of any laws relating to terrorism or

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money laundering, including the aforesaid Executive Order and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), as amended.

6.4 Indemnification. Purchaser shall indemnify, defend and hold harmless the City of Jackson, Mississippi, including without limitation its governing authorities, department directors, partners, agents, affiliated and related entities, officers, directors, employees, and representatives for all claims for damages for injuries to persons or property arising out of or relating to the performance of any of Purchaser's duties, responsibilities, access to or investigations relating in any manner to this Agreement, whether due to (i) its own fault or negligence, the negligence of its subcontractors, suppliers or others involved in the development of this project, (ii) any physical or other conditions known or unknown relating to the Land or any improvements thereon, (iii) the negligence of the City of Jackson, Mississippi or its governing authorities, department directors, employees, officers, or third party consultants, or (iv) otherwise. Purchaser agrees to indemnify and hold harmless the City of Jackson, Mississippi on account of such claims and further agrees that it will indemnify and hold harmless the City of Jackson, Mississippi fully against any liabilities, damages, costs, expenses, fines, penalties, or forfeitures of any kind which may be imposed upon or levied against the State of Mississippi as a result of the such party's violation or failure to comply with any valid law, ordinance or regulation of the City of Jackson, Mississippi, State of Mississippi, or United States, including the Federal Occupational Safety and Health Act of 1970 as amended from time to time or any federal regulation adopted pursuant thereto. Purchaser shall be entitled to assume the defense of any third-party claim referenced herein above at its sole expense by counsel designated by it with the approval of the City Attorney for the City of Jackson, Mississippi, provided that Purchaser shall not settle or compromise any third party claim, or consent to the entry of any judgment, without prior written

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consent of the City Attorney for the City of Jackson, Mississippi, which consent shall not be unreasonably withheld.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller's Representations and Warranties. Seller makes the following representations and warranties as of the Effective Date and as of the Closing Date, which shall survive conveyance of the Real Property to Purchaser.

7.1 Authority. The City is duly authorized and has full legal right, power and authority to execute and fully perform its obligations under this Agreement, without the need for any further action by the City of Jackson, Mississippi or any instrumentality of the City; and the person(s) executing this Agreement and the other documents required hereunder are the duly designated representatives of Seller and are authorized to do so.

7.2 Title. At the Effective Date and as of Closing, Seller owns the Real Property free and clear of all liens, claims, encumbrances and rights of others, and will convey same to Purchaser.

7.3 No Undisclosed Matters. Seller is not aware of any state of facts or condition with respect to the Real Property which would reasonably be expected to materially interfere with the development of the Real Property for commercial purposes as described above, or with the Master Development Principles, or with the Covenants.

7.4 No Other Contracts. Seller is not a party to any other contract, agreement or commitment to sell, convey, assign, transfer or otherwise dispose of any portion or any rights in or to the Real Property.

7.5 No Defaults. Seller is not in default in respect of any of its obligations or liabilities pertaining to the Real Property.

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7.6 Litigation. There is no litigation pending or, to Seller's knowledge, threatened against Seller or the Real Property which relates to, or if decided adversely, could have a material adverse effect upon, the Real Property.

ARTICLE 8 COVENANTS

8.1 Access. Subject to the terms and conditions of Section 5.1, Seller agrees to give to Purchaser and its Authorized Representatives full and complete access to the Real Property and all documents directly pertaining to ownership of the Real Property or which may be required in connection with Purchaser's intended development of the Real Property that are in the possession of Seller. Purchaser agrees to exercise reasonable caution while accessing the Real Property pursuant to this Section 8.1, and during such access, to refrain from unreasonably interfering with, or allowing any unreasonable interference with, any lawful activities taking place on the property.

8.2 No Material Changes. Prior to Closing, Seller also will not, without the prior written consent of Purchaser, (i) sell, transfer or dispose or become obligated to sell, transfer, or dispose of any of the Real Property, or (ii) enter into any transaction, or make any commitment, agreement or lease with respect to the Real Property. Prior to Closing, Seller shall maintain the Real Property in substantially the same condition as exists immediately prior to the Effective Date.

8.3 Consents. Seller and Purchaser shall each promptly file or submit and diligently prosecute any and all applications or notices with federal, state and/or local authorities and all other requests with any private persons or entities for consents, approvals, authorizations and permissions which are reasonably considered necessary or appropriate by the other party for the consummation of the Transaction.

8.4 Payments. Seller will cause to be paid when due all costs and expenses of operation and maintenance of the Real Property incurred through the Closing Date.

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8.5 Cooperation. Seller will reasonably assist and cooperate with any environmental evaluation, study, or audit of the Real Property prepared by, for or at the request of Purchaser.

8.7 Notification of Subsequent Events. Prior to Closing, Seller shall notify Purchaser of any Written notice received by Seller of any material adverse change in or to the Real Property including, without limitation, any notice relating to any insurance contract or policy now held or owned by Seller to cancel or materially increase any premiums relating thereto.

8.9 Subsequent Transfers. Purchaser agrees that it will notify any subsequent transferee of all terms of this Purchase and Sale Agreement by providing a copy of it to such purchaser. To the extent permitted by law, a transferee's acceptance and acknowledgment of the restrictions and covenants of this Purchase and Sale Agreement shall be included in any deed, lease or other document conveying an interest in the Property to such transferee.

ARTICLE 9
CLOSING MATTERS

9.1 Conditions to Purchaser's Obligations. The obligations of Purchaser to consummate the Transaction contemplated by this Agreement are subject to the satisfaction of each of the following conditions as of the Closing Date, except to the extent any such condition is waived in whole or in part by Purchaser in writing at or prior to Closing:

(a) Satisfaction. The representations and warranties of Seller contained in this Agreement shall have been true on the Effective Date and on Closing. Seller shall have performed all obligations and complied with all covenants required by this Agreement.

(b) No Injunction. On the Closing Date, there shall be no third-party injunction, writ, preliminary restraining order or any order of any nature issued by a court of competent jurisdiction directing that the Transaction not be consummated as herein provided.

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(c) No Adverse Change. No material and adverse change shall have occurred without Purchaser's written consent in the state, value, or condition of the Real Property or in the title matters described in the Title Commitment and the Survey.

(d) No Civil Unrest. There shall be no local insurrection, war, natural disaster or moratorium or other similar events preventing the Real Property from being developed as intended.

(e) Full Use. Purchaser shall have received assurances that it shall enjoy the full use of the entire Real Property free of encroachments from third parties that would interfere with the development of the Real Property as contemplated by this Agreement.

(f) Covenants. The parties shall have agreed on the form of the Covenants to be recorded at Closing in order to subject the Real Property and the use and development thereof to the Covenants.

9.2 Conditions to Seller's Obligation. The obligations of Seller to consummate the Transaction contemplated by this Agreement are subject to the satisfaction of each of the following conditions as of the Closing Date, except to the extent any such condition is waived in whole or in part by Seller in writing at or prior to Closing:

(a) Satisfaction. The representations and warranties of Purchaser contained in this Agreement shall have been true on the Effective Date and on Closing. Purchaser shall have performed all obligations and complied with all covenants required by this Agreement.

(b) No Injunction. On the Closing Date, there shall be no third-party injunction, writ, preliminary restraining order or any order of any nature issued by a court of competent jurisdiction directing that the Transaction not be consummated as herein provided.

(c) Covenants. The parties shall have agreed on the form of the Covenants to be recorded at Closing in order to subject the Real Property and the use and development thereof to the Covenants.

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9.3 Closing Documents. At Closing, Seller and Purchaser shall execute and deliver documents reasonably necessary to effectuate the Transaction, all of which shall be in a form reasonably acceptable to Purchaser and Seller, including, but not limited to, the following:

(a) Quitclaim Deed. A Quitclaim Deed.

(b) Covenants. Purchaser shall have executed and delivered the Covenants in recordable form.

(c) Evidence of Authority Both parties will deliver to each other and the Title Company such evidence or documents as may reasonably be required evidencing the authority of any person who is executing any of the documents required hereunder.

(d) Miscellaneous. Such other documents as may be required under other provisions of this Agreement or as may reasonably be required by Purchaser to consummate the Transaction, so long as such document does not increase either party's liability or obligations hereunder, including, but not limited to, (i) a Closing Statement and (ii) an affidavit executed by Seller with regard to title insurance.

ARTICLE 10
DEFAULTS AND REMEDIES

10.1 Damages Against Purchaser. IF PURCHASER DEFAULTS UNDER THIS AGREEMENT AND CLOSING DOES NOT OCCUR, THEN SELLER SHALL BE RELEASED FROM ALL OBLIGATIONS AT LAW OR IN EQUITY TO CONVEY THE REAL PROPERTY TO PURCHASER. PURCHASER AND SELLER AGREE THAT BY WRITTEN NOTICE TO PURCHASER, SELLER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT AND BE ENTITLED TO RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES.

10.2 Damages Against Seller. IN THE EVENT THAT SELLER FAILS TO PERFORM ALL OF SELLER'S OBLIGATIONS UNDER THIS AGREEMENT AND PURCHASER PERFORMS ALL OF ITS OBLIGATIONS OR TENDERS PERFORMANCE, INCLUDING THE OBLIGATION TO CONSUMMATE THE TRANSACTION, THEN PURCHASER MAY MAKE WRITTEN DEMAND TO SELLER FOR. PERFORMANCE OF

THIS AGREEMENT. IF SELLER FAILS TO COMPLY WITH PURCHASER'S WRITTEN DEMAND WITHIN 10 DAYS AFTER RECEIPT OF SUCH WRITTEN DEMAND FOR PERFORMANCE, PURCHASER SHALL HAVE THE EXCLUSIVE RIGHT TO (I) WAIVE SUCH DEFAULT, OR (II) SEEK SPECIFIC PERFORMANCE OF SELLER'S OBLIGATIONS UNDER THIS AGREEMENT. NOTHING IN THIS SECTION 10.2 CONSTITUTES A WAIVER OF ANY DEFENSES BY THE SELLER OR AN AGREEMENT THAT SPECIFIC PERFORMANCE IS AN APPROPRIATE REMEDY.

ARTICLE 11
RISK OF LOSS

11.1 Risk of Loss. Prior to Closing, except as provided in Article 5.1, Seller shall have full risk of loss or damage with respect to the Real Property. Upon Closing, full risk of loss or damage with respect to the Real Property shall pass to Purchaser. For purposes of this Article, "loss or damage" shall mean the following: (i) any loss, damage, destruction or injury by fire, storm, accident, flood or other casualty or hazard to the Real Property; and (ii) any condemnation, eminent domain or other similar proceeding.

ARTICLE 12
GENERAL PROVISIONS

12.1 Brokerage Commission. Seller and Purchaser represent to each other that they have acted directly and independently with the other as principals and that neither Seller nor Purchaser has retained or authorized the services of any broker or finder with respect to this Transaction.

12.2 Entire Agreement. This Agreement, together with all exhibits or schedules either attached or delivered pursuant hereto and other agreements expressly referred to herein constitutes the entire agreement between the parties with respect to the purchase and sale of the Real Property. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written are superseded.

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12.3 Further Assurances. The parties agree to take such further action and execute such documents and instruments as may be reasonably required in order to more effectively carry out the terms of this Agreement and the intentions of the parties.

12.4 Modification, Waiver. Except as expressly contemplated herein, no modification, waiver, supplement or discharge of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement thereof is or may be sought. No waiver of a breach of any of the terms, covenants or conditions of this Agreement by either party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default by either party hereunder shall be implied from any omissions by either party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect a default other than as specified in such waiver.

12.5 Severability. If any part of this Contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Contract that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the Contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

12.6 Successors. Subject to the restriction on assignment provided herein, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors and assigns.

12.7 Assignment. Purchaser may assign its rights under this Agreement; provided, however, no such assignment shall relieve Purchaser of its obligations hereunder and the assignee must sign an assumption agreement in form reasonably acceptable to Seller.

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12.8 Survival of Representations and Warranties. All obligations hereunder to be performed after Closing, and all warranties and representations contained herein, shall survive Closing and the delivery of the Quitclaim Deed to Purchaser.

12.9 Time. Time is of the essence with respect to this Agreement.

12.10 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those expressed herein.

12.11 Computation of Time Periods. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

12.12 Notices. Any notice, request, instruction or other document to be given or furnished under this Agreement by either party to the other party or to the Title Company shall be in writing and shall be delivered personally or shall be sent by registered or certified mail, postage prepaid, or by prepaid overnight delivery service, at the address in this Section 12.12 or to such other address, , e-mail address, or person as either party may designate by written notice to the other party.

Seller:	City of Jackson, Mississippi Attn: Mayor
Office Address:	219 S President St. Jackson, MS 39201
With a copy to:	City of Jackson, Mississippi Attn: Municipal Clerk
Office Address:	219 S President St. Jackson, MS 39201
Mailing Address:	Post Office Box 17 Jackson, MS 39205
Purchaser:	LeFleur Development, LLC

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Office Address: Attn: Registered Agent Conrad B. Ebner
458 Pebble Creek Drive #3
Madison, MS 39110

Any notice or other communication (i) mailed as hereinabove provided shall be deemed effectively given or received on the third (3rd) business day following the postmark date of such notice or other communication, or (ii) sent by overnight courier or by hand shall be deemed effectively given or received upon receipt, and shall be deemed effectively given or received on the day of such electronic transmission of such notice or other communication. Refusal to accept delivery shall be deemed delivered.

12.13 Headings. The captions and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.

12.14 Exhibits. All schedules or exhibits referred to herein or attached hereto are incorporated herein by this reference.

12.15 Counterparts. This Agreement may be executed in multiple copies, each of which shall be deemed an original, but all of which shall constitute one Agreement binding on all parties.

12.16 Facsimile/Electronic Signatures. In order to expedite the Transaction contemplated herein, telecopied signatures or scanned and electronically transmitted signatures may be used in place of original signatures on this Agreement. All parties hereto intend to be bound by the signatures on the telecopied document or electronic transmission and are aware that other parties will rely on such signatures.

12.17 Governing Law. This Agreement and any subsequent amendments shall be governed by the laws of the state of Mississippi.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement as of the Effective Date.

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SELLER:
City of Jackson, Mississippi
By:

Executed by Seller, this
The ____ day of _____, 2026 _____
John A. Horhn, Mayor

PURCHASER:
LeFleur Development, LLC
By:

Executed by Purchaser, this
The ____ day of _____, 2026 _____

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

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President Hartley recognized **Drew Martin, City Attorney**, who provided a brief overview of said item.

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After a thorough discussion, **President Hartley** recognized **Council Member Stokes** and **Vice President Parkinson** who withdrew their motion and second. **President Hartley** stated that said item would be tabled until a later date.

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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.

WHEREAS, the public health, safety and welfare of the citizens and community shall be considered by this Resolution; and

WHEREAS, the City Council recognizes the importance of maintaining public safety and a visible law enforcement presence along Farish Street; and

WHEREAS, the City Council supports reopening the former police precinct located on Farish Street; and

WHEREAS, appropriate and clearly visible traffic signage is necessary to promote the safe and orderly flow of traffic along Farish Street.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF JACKSON, MISSISSIPPI, that the City Council hereby supports and encourages the reopening of a police precinct on Farish Street and the installation of ONE-WAY and DO NOT ENTER signs along Farish Street.

BE IT FURTHER RESOLVED, that the City Council encourages the Public Works Department to identify any missing or obscured traffic signs on Farish Street and install, replace, or restore such signs to ensure clear visibility.

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

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President Hartley recognized **Chief RaShall Brackney, Jackson Police Department**, 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 – Clay, Foote, Hartley, Parkinson and Stokes.
Nays – Grizzell.
Abstention – Brown-Thomas.
Absent – None.

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President Hartley recognized **Vice President Parkinson** who presented a **RESOLUTION RECOGNIZING OCTOBER AS DYSLEXIA AWARENESS MONTH AND OCTOBER 8TH AS DYSLEXIA DAY.** Accepting the resolution with appropriate remarks was **Vice President Parkinson.**

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President Hartley recognized **Council Member Grizzell** who presented a **RESOLUTION RECOGNIZING OCTOBER 2026 AS DOMESTIC VIOLENCE AWARENESS MONTH.** Accepting the resolution with appropriate remarks was **Eva Jones, Founder of Butterflies By Grace Defined by Faith.**

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

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DISCUSSION: FOUR-WAY STOP SIGNS: CRAWFORD STREET AT LUDLOW AVENUE: President Hartley recognized **Council Member Stokes**, who expressed concerns regarding ongoing traffic accidents at the intersection of Crawford Street and Ludlow Avenue. **Council Member Stokes** stated that the City had previously promised to install a four-way stop sign or roundabout at the location, but neither improvement had been completed. He noted that vehicles frequently crash into a nearby fourplex apartment building, causing repeated property damage and placing residents at risk. Council Member Stokes urged the administration to address the dangerous intersection and implement safety measures before someone is seriously injured.

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DISCUSSION: HOME REPAIR: President Hartley recognized **Council Member Stokes**, who expressed concerns regarding the lack of financial assistance available to elderly homeowners for necessary home repairs. **Council Member Stokes** stated that many elderly residents, particularly widows, have worked hard to purchase and maintain their homes but are now struggling with costly repairs. He questioned whether the City currently has funding available to assist these homeowners, noting that previous home repair programs may have exhausted their funding. **Council Member Stokes** emphasized the importance of helping elderly residents remain safely in their homes rather than facing displacement. President Hartley acknowledged the concerns and requested that a representative from the Planning Department follow up with Council Member Stokes and the Council regarding available home repair assistance programs and funding.

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DISCUSSION: NORTH FLAG CHAPEL: President Hartley recognized **Council Member Clay**, who expressed concerns regarding the deteriorating condition of Northside Drive from Clinton Boulevard to Flag Chapel Road. **Council Member Clay** stated that the roadway is heavily traveled by motorists, school buses, and emergency vehicles serving the Presidential Hills area. She noted that a total of approximately $1.07 million is needed for repairs and requested that the Mayor, Chief Administrative Officer, and Public Works Department identify approximately $820,000 in funding to complete the project in conjunction with Hinds County. **President Hartley** recognized **Council Member Stokes** emphasized that the roadway is extremely narrow and in poor condition, creating safety concerns for residents and motorists. **President Hartley** acknowledged the concerns and agreed that the roadway is among those in need of significant improvements.

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DISCUSSION: KEY PERFORMANCE INDICATORS (KPIs): President Hartley recognized **Michael Thomas**, City consultant and President Systems Electro Coating, Systems Consultants, and Systems IT, who provided an overview of the City's proposed Key Performance Indicators (KPIs) reporting process. **Mr. Thomas** explained that the initiative is designed to improve departmental efficiency, effectiveness, and accountability through measurable performance standards and data-driven decision-making. He stated that City departments will establish performance goals and submit monthly reports to the Mayor outlining their progress in delivering services. Mr. Thomas emphasized that KPIs will help identify operational deficiencies, improve resource allocation, and support more informed budget decisions. **President Hartley** expressed support for the initiative, emphasizing the importance of transparency, accountability, and ensuring taxpayers receive quality services. **Mr. Thomas** stated that additional information would be provided to the Council once the performance indicators are finalized.

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President Hartley recognized **Council Member Foote** who moved, seconded by **Vice President Parkinson** to go into Closed Session to discuss litigation. The motion prevailed by the following vote:

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

Absent – Stokes.

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

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President Hartley announced to the public that the Council voted to go into Closed Session to discuss litigation.

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During Closed Session, **Vice President Parkinson** moved and **President Hartley** seconded to go into Executive Session to discuss litigation. The motion prevailed by the following vote:

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

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President Hartley announced that the Council voted to go into Executive Session to discuss litigation.

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Council Member Foote moved, seconded by **President Hartley** to come out of Executive Session. The motion prevailed by the following vote:

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

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President Hartley announced that the Council voted to come out of Executive Session and no action was taken.

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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 Zoning Meeting at 2:30 p.m. on October 19, 2026. At 12:11 p.m., the Council stood adjourned.

PREPARED BY: **APPROVED:**

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

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

14

OFFICE OF THE CITY ATTORNEY

ORDINANCE ESTABLISHING A LEISURE AND RECREATION DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI AT 4465 I-55 NORTH, WHICH IS THE LOCATION OF BANNER HALL, AND DESIGNATING THE GEOGRAPHIC AREAS INCLUDED WITHIN AND BOUNDARIES OF SAID DISTRICT, AND FOR RELATED PURPOSES

BE IT ORDAINED by the Mayor and City Council of the City of Jackson, Mississippi:

WHEREAS, the Department of Planning and Development recommends that the City of Jackson establish a leisure and recreation district at the location which occupies Banner Hall
WHEREAS, the City of Jackson, Mississippi ("City") is a municipal corporation, organized and existing according to the laws of the State of Mississippi; and

WHEREAS, Miss. Code Section 67-1-101 authorizes the governing authority of the City to establish one or more leisure and recreation districts within the corporate boundaries of the municipality and designate the geographic area or areas to be included within a district, and

WHEREAS, the City Council for the City recognizes the benefits of community events and attractions, and the potential benefits of an entertainment district to expand activities and events for City residents, and

WHEREAS, Miss. Code Section 67-1-101 requires that an Ordinance which establishes a "Leisure and Recreation District" shall "include a detailed description of the area or areas within the district, the boundaries of the district and a georeferenced map of the district" as well as a description of the "manner in which the municipality will provide for the adequate law enforcement and other public safety measures and services within the district", and

WHEREAS, the Department of Planning will work with the City's Chief of Police to ensure that there is an adequate plan for police response to ensure public safety within the Leisure and Recreation District. and

WHEREAS, municipalities which create "Leisure and Recreation Districts" authorize business entities that hold alcoholic beverage permits issued by the Department of Revenue and that are located within the boundaries of the "Leisure and Recreation District" to allow patrons to exit the licensed premises with an open container of alcohol and allow those patrons to carry and consume alcoholic beverages within a designated "Leisure and Recreation District", subject to certain conditions, and

WHEREAS, the governing authority of the City has determined and hereby finds that the City would benefit from the establishment of a "Leisure and Recreation District" within portions of the Central Business District area by enhancing pedestrian-oriented areas, and

WHEREAS, nothing herein is intended to confer any rights or entitlement as the sale of alcohol within an area designated as a "Leisure and Recreation District" is a privilege and not a right and further is subject at all times to reasonable regulation, and

WHEREAS, the governing authority of the City has further determined that establishment of a "Leisure and Recreation District" within portions of the Central Business District area would be in the best interests of the City, and

WHEREAS, subject to the terms and limitations of Miss. Code Section 67-1-101, and this Ordinance, the City hereby establishes a "Leisure and Recreation District" at 4465 I-55 North commonly referred to as Banner Hall.

Agenda Item # 14
October 20, 2026
(Brown, Horhn)

OFFICE OF THE CITY ATTORNEY

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

1. That the matters, facts and things recited in the above and foregoing Preamble to this Ordinance are hereby adopted as the official findings of the Governing Authority of the City of Jackson.

2. That the Code of Ordinances of the City of Jackson, Mississippi is hereby amended to add the following Ordinance, to read as follows:

ORDINANCE ESTABLISHING LEISURE AND RECREATION DISTRICT

SECTION 1. ***Creation and Establishment of District.***

Under the authority granted by Miss. Code Section 67-1-101, there is hereby established a "Leisure and Recreation District" in portions of the of the City of Jackson within the geographic areas and within such boundaries as are set forth and designated herein and as represented on the geo-referenced Map which is incorporated herein and included as an Exhibit to this Ordinance.

SECTION 2. ***Name and Boundaries of District.***

The "Leisure and Recreation District" established herein shall be known as the "*Banner Hall Leisure and Recreation*" (herein after "the District") and shall have the following as its boundaries:

Begin c/l closed Spruce St at W/S New Hwy 51 thence W 250 feet
S 25 Ft W 160.2 Ft SW 65.4 Ft SE 454.6 FT N/LY 336.9 Ft to Beg
In Lots 7&8 Trawick Est SY Less 0.3 AC E/S to Hwy

The above bearing the physical address of 4465 I 55 North

SECTION 3. ***Outside Consumption of Alcoholic Beverages Permitted; Conditions.***

Any on-premise retail alcoholic beverage permittee (hereinafter "permittee") located within the District shall comply with all laws, rules and regulations which govern its license type, except that a patron, guest or member of that permittee may remove an open container of alcoholic beverage

and/or wine from the licensed premises, and may possess and consume the alcoholic beverage and/or wine outside of the licensed premises anywhere within the boundaries of the District subject to the following regulations:

A. A person may not enter a licensed premises with an alcoholic beverage, whether acquired at that licensed premises or elsewhere.

B. A permittee located in the districts may allow alcoholic beverages, as defined in the ordinance creating the applicable leisure and recreation district, to be removed from the licensed premises only in a paper, styrofoam or plastic cup, not larger than 32 fluid ounces in size, and no such alcoholic beverages shall be removed from the licensed

premises in a can, bottle, glass container or other container, except as otherwise allowed by law.

C. No permittee shall allow a patron, guest or member to exit its licensed premises with more than one open container of alcoholic beverages, and it shall be unlawful for any person to exit such licensed premises with more than one such open container.

D. Permittees located in the District shall post, at all points of egress from the licensed premises, a map of the boundaries or the District in which it is located. The map shall be provided, either in electronic or paper form, to those permittees by the City upon request of the permittees.

E. Nothing in this Ordinance shall be construed to require a permittee located in the District to allow its patrons to remove alcoholic beverages and/or wine in open containers from the licensed premises.

F. Permittees located in the District who participate and allow patrons to remove alcoholic beverages in open containers shall locate a City approved garbage container at entrances to and exits from the permitted premises.

G. Nothing in this ordinance shall be construed to limit the enforcement of the City of Jackson Smoking Ban Ordinance.

H. Nothing in this ordinance shall be construed to limit any City of Jackson Policeman from having and exercising the power, authority and duty to prevent the assemblage, either upon the sidewalks, streets, or alleys of the City, congregations of person, if in the opinion or judgment of any such officer, when any such gathering is of sufficient magnitude and number to interfere with public travel of the City either on foot or otherwise. Such officer is hereby given the power and authority and it is hereby made his duty to cause such congregation of any of kind above enumerated to be dispersed, and if any person so assembling shall fail when so ordered by any such officer, to disperse, any such person so failing to disperse when so ordered shall be guilty of a misdemeanor and upon conviction, shall be subject to punishment in accordance with Mississippi Code Section 21-13-19 and other applicable State law and local ordinance.

I. Nothing in this ordinance shall be construed to allow for any licensed premises to sell alcoholic beverages at different hours than other restaurants or licensed premises located within the City.

SECTION 4. ***Public Safety Measures.***
Enforcement of the boundaries of the District shall be the responsibility of the Police Department. In addition, the Police and Fire Departments shall provide public safety services within the District in the same manner it provides those services in the remainder of the City. The adoption of this Ordinance does not render as lawful any otherwise unlawful conduct by any person except as explicitly provided herein and by Miss. Code Ann. Section 67-1-101. Specifically, the adoption of this Ordinance does not authorize any trespass on private property, unlawful parking on public property, unauthorized parking on private property, littering, loitering, or any other conduct prohibited by local ordinance or state law.

SECTION 5. Hours in Effect.

A person shall only possess an alcoholic beverage in the above prescribed container dispensed by a duly permitted establishment within the District boundaries between the following hours:

Monday	3:30 p.m. to 1:00 a.m. Tuesday
Tuesday	3:30 p.m. to 1:00 a.m. Wednesday
Wednesday	3:30 p.m. to 1:00 a.m. Thursday
Thursday	3:30 p.m. to 1:00 a.m. Friday
Friday	Noon to 1:00 a.m. Saturday
Saturday	Noon to 1:00 a.m. Sunday
Sunday	Noon to 1:00 a.m. Monday

Hours may be amended on specific days only on order of the City of Jackson Mayor and City Council.

SECTION 6. ***Definition of Alcoholic Beverages.***

For the purposes of this Ordinance, the term "alcoholic beverages" shall mean any alcoholic liquid, including wines of more than five percent (5%) of alcohol by weight, capable of being consumed as a beverage by a human being.

SECTION 7. The City reserves the right to modify or repeal this Ordinance, and any district designation created herein, at any time, with or without notice.

SECTION 8. All ordinances or parts thereof in conflict with this Ordinance are hereby declared to be inapplicable within the geographic boundaries of the "Leisure and Recreation District" created herein.

3. This Ordinance shall be in full force and effect thirty days following adoption. It shall be published according to law and shall be spread on the Minutes of the City Council for the City of Jackson and the Municipal Clerk shall provide a certified copy of this Ordinance to the Mississippi Department of Revenue upon its enactment.

Item No.: _____
Date: October 12, 2026
By: (Brown, Horhn)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDINANCE TO ESTABLISH A LEISURE AND RECREATION DISTRICT BANNER HALL LOCATED AT 4465 INTERSTATE 55 NORTH IN JACKSON MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure 10/13/2026

Sondra Moncure, *Special Assistant* **Date**
Carrie Johnson, *Senior Deputy City Attorney*

Department of Planning and Development

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

To: Mayor John Horhn

From: Angela Brown, Director

Date: October 12, 2026

Subject: Banner Hall Leisure and Recreation District

The Ordinance accompanying this Memorandum allows a Leisure and Recreation District to be created at Banner Hall.

A Leisure and Recreation District allows anyone 21, or older, the ability to carry alcohol outside of an establishment, into the open within the established district pursuant to the following rules:

A. A person may not enter a licensed premises with an alcoholic beverage, whether acquired at that licensed premises or elsewhere.

B. A permittee located in the district may allow alcoholic beverages, as defined in the ordinance creating the applicable leisure and recreation district, to be removed from the licensed premises only in a paper, styrofoam or plastic cup, not larger than 32 fluid ounces in size, and no such alcoholic beverages shall be removed from the licensed premises in a can, bottle, glass container or other container, except as otherwise allowed by law.

C. No permittee shall allow a patron, guest or member to exit its licensed premises with more than one open container of alcoholic beverages, and it shall be unlawful for any person to exit such licensed premises with more than one such open container.

D. Permittees located in the District shall post, at all points of egress from the licensed premises, a map of the boundaries or the District in which it is located. The map shall be provided, either in electronic or paper form, to those permittees by the City upon request of the permittees.

E. Nothing in this Ordinance shall be construed to require a permittee located in the District to allow its patrons to remove alcoholic beverages and/or wine in open containers from the licensed premises.

F. Permittees located in the District who participate and allow patrons to remove alcoholic beverages in open containers shall locate a City approved garbage container at entrances to and exits from the permitted premises.

G. Nothing in this ordinance shall be construed to limit the enforcement of the City of Jackson Smoking Ban Ordinance.

H. Nothing in this ordinance shall be construed to limit any City of Jackson Policeman from having and exercising the power, authority and duty to prevent the assemblage, either upon the sidewalks, streets, or alleys of the City, congregations of person, if in the opinion or judgment of any such officer, when any such gathering is of sufficient magnitude and number to interfere with public travel of the City either on foot or otherwise. Such officer is hereby given the power and authority and it is hereby made his duty to cause such congregation of any of kind above enumerated to be dispersed, and if any person so assembling shall fail when so ordered by any such officer, to disperse, any such person so failing to disperse when so ordered shall be guilty of a misdemeanor and upon conviction, shall be subject to punishment in accordance with Mississippi Code Section 21-13-19 and other applicable State law and local ordinance.

I. Nothing in this ordinance shall be construed to allow for any licensed premises to sell alcoholic beverages at different hours than other restaurants or licensed premises located within the City.

The authority to create a Leisure and Recreation district is granted by House Bill 1223, effective July 1, 2016, and codified in Miss. Code Ann. § 67-1-101, which permits and authorizes certain municipalities in the State of Mississippi to establish "Leisure and Recreation Districts" and to designate the geographic areas to be included within the district. Furthermore, during the 2018 Legislative Session, the Mississippi Legislature enacted Senate Bill 2588, effective July 1, 2018, which amended Miss. Code Ann. § 67-1-101 by providing that the governing authorities of a municipality, by ordinance, may establish one or more leisure and recreation districts within the corporate boundaries of the municipality and designate the geographic area or areas to be included within a district.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
DATE: 10-12-26

	POINTS	COMMENTS
1.	Brief Description	**ORDINANCE ESTABLISHING A LEISURE AND RECREATION DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI AT 4465 I-55 NORTH, WHICH IS THE LOCATION OF BANNER HALL, AND DESIGNATING THE GEOGRAPHIC AREAS INCLUDED WITHIN AND BOUNDARIES OF SAID DISTRICT, AND FOR RELATED PURPOSES**
2.	Purpose	To allow pedestrians to carry open containers as described in this Ordinance within the District
3.	Who will be affected	Banner Hall Patrons
4.	Benefits	To enhance to experience of their patrons
5.	Schedule (beginning date)	Upon Council Approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 7
7.	Action implemented by: ▪ City Department ▪ Consultant	Office of Planning and Economic Development
8.	COST	No Cost
9.	Source of Funding ▪ General Fund ▪ Grant ▪ Bond ▪ Other	
10.	EBO participation See attached sheets from Vendors	ABE _____% WAIVER yes ___ no ___ N/A __X__ AABE _____% WAIVER yes ___ no ___ N/A __X__ WBE _____% WAIVER yes ___ no ___ N/A __X__ HBE _____% WAIVER yes ___ no ___ N/A __X__ NABE _____% WAIVER yes ___ no ___ N/A __X__

Written Narrative of Project
Banner Hall Leisure and Recreational District Application

Banner Hall is a long-standing mixed-use commercial property in Jackson, Mississippi, known for its local restaurants, retail shops, professional services, and community-centered gathering spaces. For decades, Banner Hall has served as a neighborhood destination where residents, visitors, families, professionals, and students come together to dine, shop, meet, work, and linger.

The proposed Leisure and Recreational District would support Banner Hall's continued role as a vibrant, walkable destination by allowing patrons to move within the defined district boundaries while enjoying food, beverage, retail, and community experiences in a controlled and clearly designated area. The project is intended to enhance the guest experience, encourage longer visits, support local businesses, and create a more active and welcoming environment for the surrounding community.

Banner Hall is home to a thoughtful mix of locally owned and community-oriented businesses, including Broadstreet bakery, Lemuria bookstore, Levure Bottle Shop, specialty retail, salon services, interior design, formalwear, and other professional tenants. The property's three-story layout, central atrium, interior gathering areas, and tenant spaces naturally support the type of leisure and recreational activity contemplated by an LRD. Guests frequently visit multiple businesses during a single trip, whether stopping for coffee, meeting for lunch, browsing books, shopping, attending an event, or gathering with friends.

The establishment of an LRD at Banner Hall would help strengthen the property as a destination while supporting the broader economic vitality of the area. By encouraging cross-traffic among tenants, the district would benefit existing businesses, promote local spending, and create opportunities for small-scale events, seasonal activations, tenant collaborations, and community programming. These activities would be designed to complement Banner Hall's existing character as a safe, established, and family-friendly commercial property.

The proposed district would remain limited to the approved geographic boundaries of Banner Hall and would not extend beyond the designated area. Any privileges associated with the LRD would be managed in accordance with applicable Mississippi law, City of Jackson requirements, Department of Revenue regulations, and any rules established for the district. Participating businesses would remain responsible for complying with all applicable alcohol permitting, service, and safety requirements.

Public safety and responsible management are central to the intent of this project. The district would be clearly defined, and Banner Hall ownership and management would work with tenants, local officials, and law enforcement as needed to support safe operations. The goal is not to create an entertainment district that disrupts the surrounding area, but rather to formalize and enhance the existing pedestrian-friendly experience within an established commercial property.

In summary, the proposed Banner Hall Leisure and Recreational District is designed to support local business, encourage thoughtful community gathering, and strengthen an existing Jackson destination. The project aligns with Banner Hall's long-standing role as a place for food, books, beauty, shopping, meetings, and everyday connection. Approval of the LRD would allow Banner Hall to continue investing in the guest experience while promoting economic activity, responsible leisure, and community engagement within a clearly managed district.



Exhibit 2

Legal Description

BEG C/L CLOSED SPRUCE ST AT W/S NEW HWY 51 THENCE W 250 FT S 25 FT W 160.2 FT SW 65.4 FT SE 454.6 FT N/LY 336.9 FT TO BEG IN LOTS 7 & 8 TRAWICK EST SY LESS 0.3 AC E/S TO HWY

DEPARTMENT OF PUBLIC SAFETY

STATE CAPITOL POLICE

350 High Street, Jackson, MS 39202 • (601) 359-3125

Commissioner Sean Tindell *Chief Wesley B. Luckey III*

August 24, 2026

Riley Nelson, Chief Enforcer
Mississippi Department of Revenue
Alcoholic Beverage Control
PO Box 22828
Jackson, MS 39225

Re: Enforcement of Local Option Alcoholic Beverage Control Laws;
State of MS, and Rules and Regulations of the MS Department of Revenue

Dear Mr. Nelson:

The City of Jackson has recently established a Leisure and Recreation District at "Banner Hall," pursuant to Miss. Code §67-1-101. The Capitol Police have jurisdiction within the Capitol Complex Improvement District (CCID) and will provide police services in accordance with the law within the jurisdiction of the City of Jackson, Mississippi.

The Capitol Police will be working in the area of "Banner Hall". Capitol Police is prepared to respond to any calls for service within Banner Hall within a timely manner with the appropriate manpower needed to address the issue of the call.

If I may be of further assistance, please feel free to contact me (601-359-3125).

Sincerely,

Wesley "Bo" Luckey
Chief of Police
Capitol Police Department

Businesses within Banner Hall with ABC Permits:

Broadstreet Bakery & Cafe

Levure Bottleshop

CITY OF JACKSON

Business License Division
Post Office Box 22708
Jackson, Mississippi 39225
601-960-1148

JACKSON DEPARTMENT OF PLANNING & DEVELOPMENT

BUSINESS LICENSE OCCUPANCY PERMIT

BL-59600

Business Name: Banner Hall, LLC	DBA: Banner Hall, LLC
Property Address: 4465 N HIGHWAY 55	Map Parcel Number: 437-297
Primary Owner Name: John Evans	Primary Owner Number: 601-927-2470
Key Holder Name: Doug Price	Key Holder Phone Number:601-937-1522

Nature of Business	Business Industry
	Retail Sales or Wholesale

Approved Use	Occupancy Restrictions
Yes - License Renewal	
Occupancy Floor/ Suite Use	**Occupancy Classification/Load**

Approved Permits	Approved Licenses
ABC Liquor Permit, expires	Adult Entertainment License, expires
MS Beer Permit, expires	Federal Firearms License (FFL), expires
MS DOH Food Service Permit, expires	MS DOH Medical Cannabis License, expires
Motor Vehicle Tag Permit, expires	MS DOR Medical Cannabis License, expires
	MS Pawn Broker License, expires

Additional Information:

1. Only the Permits and Licenses listed herein, denoted by an expiration date, allow the business to perform the corresponding action.
2. Permits and Licenses that have expired, and for which the updated and current Agency notice has not been submitted to the City of Jackson, will nullify this Business License until such time as the business has acquired the Agency's authorization to continue the action.

FY 26

15

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

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

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

WHEREAS, the City Council has decided that it is in the best interest of Jackson to amend Chapter 2, Article IV, Section 2-336 of the City Ordinances. This change will transfer the Office of Housing and Community Development from the Department of Planning and Development to be directly managed and supervised by the Office of the Mayor.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, that Chapter 2, Article IV, Section 2-336 of the City of Jackson Code of Ordinances, entitled "Departments," be amended as follows:

Sec. 2-336. Creation; functions.

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

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

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

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

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

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

Agenda Item # 15
October 20, 2026
(D.Martin, Horhn)

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

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

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

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

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

Office of the City Attorney

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

OFFICE OF THE CITY ATTO

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AMENDING CHAPTER 2, ARTICLE IV OF THE CITY OF JACKSON CODE OF ORDINANCES RELATING TO DEPARTMENT** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant*

10/13/26
Date

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

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

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

WHEREAS, the City Council has determined that it is in the best interest of the City of Jackson to amend Chapter 2, Article IV, Section 2-336 of the City of Jackson Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, that Chapter 2, Article IV, Section 2-336 of the City of Jackson Code of Ordinances, entitled "Departments" be amended as follows:

Sec. 2-336. Creation; functions.

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

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

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

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

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

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

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

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

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

(9) *Municipal clerk.* The department of municipal clerk shall perform the functions of and duties of the municipal clerk as inherent by law, and those duties referenced in the Mississippi Code Annotated (1972), as amended as belonging to the "clerk",

"municipal clerk", or "city clerk". The municipal clerk shall attend all council meetings and, subsequent to the meeting, shall receive the compiled minutes from the clerk of council for recordation. The municipal clerk shall keep the official minutes of the proceedings of the council, shall have custody of records of the municipality and be responsible for record retention, and shall be responsible for publication of all matters which require publication by law. In the absence of the municipal clerk, the duties of the municipal clerk shall be performed by that person serving as the chief deputy clerk of municipality. The municipal clerk shall plan and assign work and exercise general supervision of the deputy municipal clerks, and clerical employees that are assigned to the municipal clerk.

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

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

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

ATTEST:

Angela Harris
Municipal Clerk

I, Angela Harris, the duly appointed qualified Municipal Clerk and lawful custodian of records and seal of said City of Jackson, Mississippi, certify that the foregoing is a true and exact copy of an Order passed by the City Council at its Regular Council Meeting May 5, 2026 and recorded in Minute Book "7D, Pgs. 195-197".

WITNESS my signature and official seal of office, this the 14th day of September 2026.

CITY OF JACKSON MISSISSIPPI

Angela Harris

Angela Harris, Municipal Clerk

16

AN ORDINANCE OF THE JACKSON CITY COUNCIL AMENDING CHAPTER 26, ARTICLE XIII OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI, REGARDING THE REGISTRATION AND MAINTENANCE OF VACANT BUILDINGS; ESTABLISHING THE CITY OF JACKSON VACANT PROPERTY LEXAN BLIGHT REDUCTION PROGRAM; REQUIRING CERTAIN VACANT BUILDINGS TO BE SECURED WITH ONE-HALF-INCH TRANSPARENT IMPACT-RESISTANT POLYCARBONATE MATERIAL; PROHIBITING THE USE OF PLYWOOD AS A CONTINUING METHOD OF SECURING VACANT BUILDINGS; ESTABLISHING MINIMUM MAINTENANCE, INSPECTION, COMPLIANCE, AND ENFORCEMENT REQUIREMENTS; AND FOR RELATED PURPOSES.

WHEREAS, the City Council of the City of Jackson, Mississippi, recognizes that vacant and abandoned buildings that are unsecured, improperly maintained, or visibly boarded with deteriorated plywood contribute to neighborhood blight and may facilitate unauthorized entry, illegal dumping, vandalism, fire hazards, criminal activity, declining property values, and other conditions detrimental to the health, safety, and welfare of residents; and

WHEREAS, the City of Jackson presently requires certain vacant buildings to be registered with the City and maintained in accordance with Chapter 26, Article XIII of the Code of Ordinances and other applicable property maintenance requirements; and

WHEREAS, the City Council finds that vacant-property registration must be accompanied by appropriate standards for securing and maintaining vacant structures in order to protect surrounding neighborhoods and encourage the rehabilitation and productive reuse of such properties; and

WHEREAS, traditional plywood boarding may deteriorate, become detached, be removed or penetrated, and contribute to the appearance of long-term abandonment and neighborhood disinvestment; and

WHEREAS, transparent, impact-resistant polycarbonate securing systems provide a more durable method of securing vacant structures while reducing the visual blight associated with plywood-boarded windows and other openings; and

WHEREAS, transparent securing systems also provide greater visibility into structures for authorized inspections, law enforcement, fire personnel, prospective purchasers, rehabilitation professionals, and other authorized persons while maintaining protection against unauthorized entry; and

WHEREAS, the City Council desires to establish a uniform citywide standard requiring the use of one-half-inch transparent impact-resistant polycarbonate material, commonly known by the trade name Lexan, for securing applicable openings of vacant structures;

Introduction to Ordinance
Agenda Item No. 16
October 20, 2026
(Grizzell)

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT CHAPTER 26, ARTICLE XIII OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON IS HEREBY AMENDED AS FOLLOWS:

SECTION 1. SHORT TITLE.

This Ordinance shall be known and may be cited as the "City of Jackson Vacant Property Lexan Blight Reduction Ordinance."

The program established pursuant to this Ordinance shall be known as the "Vacant Property Lexan Blight Reduction Program."

SECTION 2. PURPOSE AND INTENT.

The purposes of this Ordinance are to:

1. Protect the health, safety, and welfare of the residents of the City of Jackson;
2. Prevent unauthorized entry into vacant buildings and structures;
3. Reduce vandalism, illegal dumping, fire hazards, criminal activity, and other dangerous conditions associated with unsecured vacant property;
4. Reduce the visual blight associated with plywood-boarded structures;
5. Establish a uniform and durable standard for securing vacant structures;
6. Preserve vacant structures that remain suitable for rehabilitation;
7. Encourage the rehabilitation, sale, occupancy, and productive reuse of vacant buildings;
8. Protect the appearance, stability, and property values of Jackson neighborhoods; and
9. Strengthen the City's existing vacant-property registration and property-maintenance requirements.

SECTION 3. DEFINITIONS.

For purposes of this Article:

"Clear securing material" or "Lexan securing panel" means a transparent or substantially transparent, exterior-grade, impact-resistant polycarbonate sheet having a minimum thickness of one-half (½) inch, commonly sold under the trade name Lexan, or an equivalent polycarbonate product meeting or exceeding the same thickness, strength, impact-resistance, weather-resistance, and security characteristics.

"Department" means the City of Jackson Department of Planning and Development, Office of Code Services, or any successor department or office designated to administer and enforce the provisions of this Article.

"Exterior opening" means any window, door, hatch, vent, crawl-space opening, or other opening in the exterior envelope of a building through which unauthorized persons, animals, weather, or debris may enter.

"Owner" means any person, corporation, limited liability company, partnership, trust, estate, association, financial institution, or other legal entity having legal or equitable title to property located within the City of Jackson.

"Plywood" means plywood, oriented strand board, particle board, fiberboard, manufactured wood panels, lumber, or any similar wooden material used to cover or secure an exterior opening.

"Vacant building" or "vacant structure" shall have the meaning established by Section 26-531 of the Code of Ordinances and shall include any building required to be registered pursuant to Chapter 26, Article XIII.

SECTION 4. VACANT-PROPERTY REGISTRATION REQUIRED.

Nothing contained in this Ordinance shall replace, suspend, waive, or otherwise eliminate the existing requirement that owners register vacant buildings with the City of Jackson.

Every owner subject to Chapter 26, Article XIII shall continue to:

1. Register the vacant building with the City;
2. Renew the registration as required by the Code of Ordinances;
3. Provide accurate and current ownership and contact information;
4. Notify the City of changes in ownership or responsible parties;
5. Pay all applicable registration, inspection, re-inspection, or other lawful fees; and
6. Comply with all other applicable provisions of the Code of Ordinances.

Compliance with the Lexan securing requirements of this Ordinance shall not constitute compliance with the vacant-property registration requirement, and registration of a property shall not excuse compliance with the securing, maintenance, inspection, and other requirements established herein.

SECTION 5. MANDATORY LEXAN CLEAR-SECURING REQUIREMENT.

A. General Requirement.

Every vacant building required to be registered under Chapter 26, Article XIII shall be maintained so that all exterior openings are closed and secured against unauthorized entry.

Where an original window, door, glazing system, or other permanent building component remains intact, structurally sound, weather-tight, in good repair, and capable of being securely locked, the owner shall not be required to install a Lexan securing panel over that opening.

Where a window or other glazed opening is broken, missing, substantially damaged, or incapable of being securely closed, the property owner shall:

1. Repair or replace the window or glazing with a permanent building component meeting all applicable codes; or
2. Secure the opening with transparent, impact-resistant polycarbonate sheeting having a minimum thickness of one-half (½) inch, installed in accordance with this Article.

B. Plywood Prohibited.

Except for temporary emergency conditions expressly authorized by this Ordinance, plywood shall not constitute an approved method of securing a vacant building or structure within the City of Jackson.

The prohibition shall include plywood, oriented strand board, particle board, fiberboard, lumber, manufactured wood panels, and similar materials.

Painting, decorating, covering, or otherwise altering plywood to resemble a window, door, or surrounding building surface shall not constitute compliance with this Article.

C. Existing Plywood-Boarded Properties.

Any vacant building secured with plywood or another prohibited material on the effective date of this Ordinance shall be brought into compliance with this section within ninety (90) days after written notice from the City.

Compliance shall require either:

1. Permanent repair or replacement of the affected window, door, or opening; or
2. Installation of one-half-inch transparent impact-resistant polycarbonate material as required by this Ordinance.

SECTION 6. LEXAN INSTALLATION STANDARDS.

Any opening required to be secured with clear material pursuant to this Article shall be secured using transparent, exterior-grade, impact-resistant polycarbonate sheeting having a minimum thickness of one-half (½) inch.

The Lexan or equivalent polycarbonate securing system shall:

1. Have a minimum thickness of one-half (½) inch at every secured opening;

2. Be transparent or substantially transparent and permit reasonable visual observation through the opening;
3. Be exterior-grade and suitable for continuous exposure to weather and ultraviolet radiation;
4. Be impact-resistant and of sufficient structural strength to resist forced entry and ordinary vandalism;
5. Be cut and fitted to the dimensions of the window or other opening to provide a neat and finished appearance;
6. Be securely anchored to the building using tamper-resistant fasteners, compression systems, structural bracing, or another fastening system approved by the Building Official;
7. Be secured from the interior whenever structurally feasible so that the primary fastening system cannot be readily removed from the exterior;
8. Be installed in a manner that does not unnecessarily damage architectural features, masonry, window frames, or other portions of a structure capable of rehabilitation;
9. Have no exposed sharp edges, protruding fasteners, or other hazardous conditions;
10. Prevent unauthorized entry through the secured opening;
11. Prevent entry by animals and, to the extent reasonably practicable, rain and other weather;
12. Be maintained free of cracks, holes, graffiti, substantial clouding or discoloration, separation from the structure, or other deterioration that materially impairs its security, transparency, or appearance; and
13. Remain securely installed for the entire period during which the building remains vacant unless the opening is restored with a permanent, code-compliant window, door, or other building component.

No polycarbonate material having a thickness of less than one-half (½) inch shall satisfy the requirements of this Article.

The Planning Director may establish additional technical specifications governing fastening systems, anchoring, installation, inspection, and maintenance. No administrative regulation or approval shall reduce the one-half-inch minimum thickness required by this Ordinance.

SECTION 7. DOORS AND REQUIRED ACCESS.

At least one exterior entrance to each vacant building shall remain capable of providing lawful access to the owner, authorized City inspectors, fire personnel, law enforcement personnel, emergency responders, contractors, and other authorized persons.

Such entrance shall be secured by a functioning exterior-grade door and locking system unless the Building Official determines that another approved securing method is necessary because of the physical condition of the structure.

Nothing in this Ordinance shall authorize the obstruction of an exit required by an applicable building, fire, or life-safety code.

SECTION 8. MINIMUM MAINTENANCE REQUIREMENTS.

Installation of Lexan securing material shall not relieve a property owner of any obligation to maintain the remainder of the property.

Every registered vacant building and its premises shall be continuously maintained in accordance with the City's Property Maintenance Code and all other applicable ordinances.

At a minimum:

1. Grass, weeds, and vegetation shall be maintained in compliance with City ordinances;
2. Dead, diseased, broken, or dangerous trees and limbs shall be removed as required by applicable law;
3. Garbage, rubbish, litter, discarded furniture, tires, appliances, construction debris, and other waste shall not be permitted to accumulate;
4. Foundations, exterior walls, roofs, porches, stairs, and other structural components shall be maintained so as not to create a public hazard;
5. Exterior walls shall be maintained free from holes or openings that permit unauthorized entry or significant weather intrusion;
6. Graffiti shall be removed within the period prescribed by the City;
7. The premises shall be maintained so as not to harbor rodents, vermin, or other animals;
8. Doors and other access points shall remain securely locked;
9. The property shall remain accessible for lawful inspection by authorized City officials; and
10. Lexan panels and all other security measures shall remain properly installed and maintained throughout the period the structure remains vacant.

SECTION 9. INSPECTION AND CERTIFICATE OF COMPLIANCE.

The Department may inspect any registered vacant building as authorized by law to determine compliance with this Article and other applicable City codes.

The owner shall schedule and permit any inspection required pursuant to the City's vacant-property registration program.

Upon determining that a vacant building complies with applicable registration, securing, and exterior property-maintenance requirements, the Department may issue a Vacant Property Certificate of Compliance.

Issuance of a Certificate of Compliance shall not relieve the owner of the continuing obligation to maintain the property.

A new inspection or re-inspection may be required upon:

1. Renewal of vacant-property registration;
2. A change in ownership;
3. Evidence that the building has been unlawfully entered;
4. Damage caused by fire, storm, vandalism, vehicle impact, or another event;
5. Receipt of a substantiated complaint concerning the condition of the property;
6. Failure or deterioration of a Lexan securing panel or other security measure; or
7. Observation of an apparent violation by an authorized City official.

SECTION 10. NOTICE OF VIOLATION AND CORRECTION.

When the Department determines that a vacant building violates this Article, the City may issue a written notice or correction order identifying the violation and establishing the time within which the owner must correct the condition.

Except in an emergency, an owner shall be provided a reasonable compliance period.

An owner receiving notice that existing plywood must be replaced with Lexan pursuant to this Ordinance shall have ninety (90) days from written notice to comply unless a shorter period is authorized because the structure is unsecured or presents a threat to public health or safety.

A broken window, open door, failed securing system, displaced Lexan panel, or other condition permitting immediate unauthorized entry may constitute an emergency violation.

An emergency violation shall be corrected within seventy-two (72) hours after notice, or within a shorter period when the Building Official, Fire Official, or other authorized City official determines that an imminent threat to public health or safety exists.

SECTION 11. EMERGENCY SECURING BY THE CITY.

When a vacant building is open and accessible and presents an immediate threat to public health, safety, or welfare, the City may take reasonable measures authorized by law to secure the structure.

Where practicable, the City shall utilize one-half-inch transparent impact-resistant polycarbonate material when securing window openings on a structure that the Building Official determines is reasonably capable of rehabilitation.

Nothing in this Ordinance shall require the City to install Lexan or other polycarbonate material on a structure that:

1. Has been ordered demolished;
2. Has been determined to be structurally unsound or an imminent danger;
3. Has been damaged to an extent that installation is impracticable;
4. Is scheduled for prompt demolition; or
5. Requires another temporary securing method to address an immediate threat to public safety.

The City may recover all lawful costs incurred in securing private property from the property owner through any collection, assessment, lien, adjudication, or other mechanism authorized by Mississippi law and the Code of Ordinances of the City of Jackson.

SECTION 12. TEMPORARY EMERGENCY USE OF PLYWOOD.

Plywood may be used only as a **temporary emergency securing measure** when:

1. A building has sustained damage from fire, tornado, severe weather, vehicle impact, vandalism, or another sudden casualty;
2. One-half-inch polycarbonate material is not reasonably available when immediate securing of the building is necessary to protect public safety;
3. The structure has been ordered demolished and demolition is reasonably expected to occur promptly; or
4. The Building Official determines that temporary boarding is immediately necessary to prevent unauthorized entry pending demolition, permanent repair, or installation of the required Lexan securing system.

Unless otherwise authorized by the Planning Director and/or Public Works Director because of an unsafe structural condition, temporary plywood shall be removed and replaced with a permanent code-compliant window or door or one-half-inch transparent polycarbonate securing material within thirty (30) days.

Temporary emergency use of plywood shall not exempt the owner from vacant-property registration, maintenance, inspection, or any other requirement of this Article.

SECTION 13. LIMITED EXCEPTIONS.

The Building Official may approve an alternative securing method when:

1. The structure is so severely damaged that installation of Lexan is not structurally feasible;
2. Compliance would conflict with an applicable historic-preservation requirement and an appropriate alternative has been approved;
3. A declared emergency or widespread disaster has caused a temporary shortage of required materials; or
4. Another extraordinary physical condition makes installation impossible or would create a greater threat to public safety.

Any exception shall be in writing, shall state the reason for the exception, and shall identify the alternative securing method and period for which the exception is authorized.

No exception shall relieve the owner of the obligation to keep the building secured and maintained.

Cost alone shall not constitute grounds for an exception.

SECTION 14. BUILDINGS DESIGNATED FOR DEMOLITION.

Nothing in this Ordinance shall require the expenditure of public funds to install Lexan securing systems on buildings that have been finally adjudicated or otherwise lawfully ordered for demolition unless the City determines that temporary clear securing is necessary to protect public safety or stabilize the surrounding neighborhood pending demolition.

Nothing contained herein shall prevent the City from pursuing demolition, condemnation, receivership, adjudication, nuisance abatement, or any other remedy available under Mississippi law or the Code of Ordinances.

Compliance with the Lexan securing requirements shall not prevent the City from determining that a building otherwise constitutes a public nuisance or should be demolished.

SECTION 15. ENFORCEMENT AND PENALTIES.

A violation of this Article shall constitute a violation of the City's vacant-property and property-maintenance requirements.

Each property owner shall be responsible for maintaining continuous compliance with this Article.

Failure to register a vacant property, install required one-half-inch Lexan securing material, maintain required securing material, comply with a correction order, permit a required inspection, or otherwise comply with this Article may result in citation, administrative enforcement, adjudication, municipal court proceedings, nuisance abatement, recovery of City costs, or any other remedy authorized by Mississippi law or the Code of Ordinances.

Where authorized by law, each day that a violation continues after expiration of the applicable compliance period may constitute a separate offense.

Penalties imposed pursuant to this Article shall be consistent with the maximum penalties authorized under Mississippi law and the Code of Ordinances.

The remedies established herein are cumulative and shall not preclude the City from pursuing any other remedy available by law.

SECTION 16. OWNER RESPONSIBLE FOR COSTS.

Except where financial assistance has been expressly authorized by the City, the property owner shall be responsible for all costs associated with:

1. Vacant-property registration and renewal;
2. Required inspections and re-inspections;
3. Repairing or replacing broken windows and doors;
4. Purchasing and installing required one-half-inch Lexan or equivalent polycarbonate securing material;
5. Maintaining and replacing securing systems;
6. Correcting property-maintenance violations; and
7. Any lawful costs incurred by the City in securing, cleaning, maintaining, or otherwise abating violations on the property attributable to the owner's failure to comply.

Nothing in this Article shall create an obligation for the City to finance improvements to privately owned vacant property.

SECTION 17. CITY ASSISTANCE AND PARTNERSHIPS.

The City may seek and accept grants, donations, community-development funds, philanthropic assistance, federal or state funding, and public-private partnerships to support implementation of the Vacant Property Lexan Blight Reduction Program.

Subject to the availability and lawful appropriation of funds, the City may establish assistance programs for qualifying property owners, heirs' property, nonprofit organizations, neighborhood stabilization initiatives, or properties identified by the City as priorities for rehabilitation.

The City may also enter into lawful agreements with nonprofit organizations, community-development organizations, neighborhood associations, educational institutions, contractors, financial institutions, and other entities to support the rehabilitation and stabilization of vacant properties.

Nothing in this section shall create an entitlement to financial assistance.

SECTION 18. TECHNICAL AND ADMINISTRATIVE REGULATIONS.

The Department, Building Official, and Office of Code Services are authorized to develop reasonable administrative regulations, forms, inspection procedures, installation specifications, and compliance standards necessary to implement this Ordinance.

Such regulations may address fastening systems, anchoring methods, installation specifications, inspection procedures, documentation, certificates of compliance, and other matters necessary for uniform administration.

No administrative regulation shall:

1. Reduce the minimum required thickness of the transparent polycarbonate material below one-half (½) inch;
2. Authorize plywood as a permanent or continuing securing method; or
3. Waive the vacant-property registration requirement established by the Code of Ordinances.

SECTION 19. RELATIONSHIP TO OTHER CODES AND ORDINANCES.

The requirements of this Ordinance are supplemental to all other applicable provisions of the Code of Ordinances, including the City's Property Maintenance Code, Building Code, Fire Code, nuisance ordinances, zoning requirements, and vacant-building registration requirements.

Compliance with this Ordinance shall not constitute a defense to a violation of another applicable City ordinance.

Where two applicable provisions establish different standards, the provision providing the greater protection to public health and safety shall govern to the extent permitted by law.

SECTION 20. NO VESTED RIGHT CREATED.

Registration of a vacant property, issuance of a Certificate of Compliance, installation of Lexan, approval of an alternative securing method, or any other action taken pursuant to this Article shall not create a vested right to maintain a vacant structure indefinitely.

Nothing in this Article shall limit the City's authority to require repair, rehabilitation, demolition, nuisance abatement, or other lawful corrective action when warranted by the condition of the property.

SECTION 21. SEVERABILITY.

If any section, subsection, paragraph, sentence, clause, phrase, or provision of this Ordinance is declared unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity of the remaining portions of this Ordinance, which shall remain in full force and effect.

SECTION 22. REPEALER.

All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed only to the extent of such conflict.

SECTION 23. CODIFICATION.

The City Clerk and codifier are authorized to renumber, reorganize, and make nonsubstantive grammatical, formatting, and cross-reference changes necessary to incorporate the provisions of this Ordinance into Chapter 26, Article XIII of the Code of Ordinances of the City of Jackson.

SECTION 24. EFFECTIVE DATE AND TRANSITION PERIOD.

This Ordinance shall take effect thirty (30) days following passage and publication as required by law.

Any vacant property newly registered after the effective date of this Ordinance shall comply with the Lexan securing requirements at the time of registration or within the compliance period established by the Department.

Owners of vacant buildings registered before the effective date that are secured with plywood or another prohibited material shall be provided written notice and shall have ninety (90) days from the date of such notice to replace the prohibited material with:

1. A permanent, code-compliant window, door, or other building component; or
2. Transparent, impact-resistant polycarbonate material having a minimum thickness of one-half (½) inch, as required by this Ordinance.

The Department of Planning and Development, Office of Code Services, and other appropriate City departments shall develop the administrative procedures and technical standards necessary to implement this Ordinance.

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ORDER AUTHORIZING THE CITY OF JACKSON TO RELEASE THE TITLES FOR CITY-OWNED VEHICLES TO BE AUCTIONED ONLINE BY GOVDEALS.

WHEREAS, the City of Jackson is authorized by Miss. Code Ann. § 17-25-25 to allow the governing authority of a county or municipality to sell or dispose of personal or real property when it has ceased to be used for public purposes or when such a sale would promote the best interest of the governing authority; and

WHEREAS, The Fleet Manager for Police has identified in this order vehicles that the City of Jackson has ceased using for public purposes; and

WHEREAS, it would be in the best interest of the City to dispose of the vehicles at an online auction, at the time of their choosing; and

WHEREAS, the City of Jackson has retained GovDeals, which meets the requirements of the State Department of Audit, to conduct an online auction for the City; and

WHEREAS, the following are municipally-owned surplus motor vehicles that will be sold at an online auction by GovDeals:

VEHICLE ID	YEAR	MAKE AND MODEL	VIN #	Department
SUV0032	2003	JEEP LIBERTY	1J4GK48K63W721537	Police
SUV0043	2008	NISSAN PATHFINDER	5N1AR18U18C648962	Police
SUV0047	2008	NISSAN PATHFINDER	5N1AR18U58C648978	Police
PT0685	2009	FORD RANGER	1FTYR10D79PA62713	Police
PT0686	2009	FORD RANGER	1FTYR10D99PA62714	Police
PT0767	2012	DODGE RAM 2500	3C6TD5CT4CG200598	Police
PC1338	2006	FORD CROWN VIC	2FAFP71W16X157828	Police
PC1339	2006	FORD CROWN VIC	2FAFP71W46X157855	Police
PC1370	2006	FORD CROWN VIC	2FAFP71W86X156594	Police
PC1386	2007	FORD CROWN VIC	2FAFP71W77X147158	Police
PC1389	2007	FORD CROWN VIC	2FAFP71W97X147162	Police
PC1397	2007	FORD CROWN VIC	2FAFP7IW47X149031	Police
PC1433	2008	FORD CROWN VIC	2FAFP71V08X156728	Police
PC1467	2008	NISSAN ALTIMA	1N4BL21E58C205867	Police
PC1485	2009	FORD CROWN VIC	2FAHP71V19X133727	Police
PC1524	2010	FORD CROWN VIC	2FABP7BV6AX109786	Police
PC1527	2010	FORD CROWN VIC	2FABP7BV8AX109790	Police
PC1529	2010	FORD CROWN VIC	2FABP7BV1AX109792	Police
PC1535	2010	FORD CROWN VIC	2FABP7BV0AX109797	Police
PC1539	2010	FORD CROWN VIC	2FABP7BV9AX109801	Police
PC1555	2010	FORD CROWN VIC	2FABP7BV7AX112535	Police
PC1559	2010	FORD CROWN VIC	2FABP7BVXAX112531	Police

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PC1560	2010	FORD CROWN VIC	2FABP7BV8AX112530	Police
PC1564	2010	FORD CROWN VIC	2FABP7BV6AX112526	Police
PC1567	2010	FORD CROWN VIC	2FABP7BV2AX109784	Police
PC1579	2010	DODGE AVENGER	1B3CC4FB0AN161894	Police
PC1589	2010	DODGE AVENGER	1B3CC4FBXAN161904	Police
PC1598	2011	CHEVROLET IMPALA	2G1WF5EK5B1186845	Police
PC1599	2011	CHEVROLET IMPALA	2G1WF5EK2B1184227	Police
PC1601	2011	CHEVROLET IMPALA	2G1WF5EK3B1186763	Police
PC1652	2011	DODGE CHARGER	2B3CL1CT6BH55759	Police
PC1667	2012	CHEVROLET IMPALA	2G1WF5E36C1220205	Police
PC1669	2012	CHEVROLET IMPALA	2G1WF5E34C1220915	Police
PC1670	2012	CHEVROLET IMPALA	2G1WF5E31C1219611	Police
PC1672	2012	DODGE CHARGER	2C3CDXAG6CH222374	Police
PC1675	2012	DODGE CHARGER	2C3CDXAG3CH222400	Police
PC1676	2012	DODGE CHARGER	2C3CDXAG0CH222399	Police
PC1677	2012	DODGE CHARGER	2C3CDXAG9CH222398	Police
PC1681	2012	DODGE CHARGER	2C3CDXAGXCH222393	Police
PC1682	2012	DODGE CHARGER	2C3CDXAG6CH222391	Police
PC1684	2012	DODGE CHARGER	2C3CDXAG8CH222389	Police
PC1686	2012	DODGE CHARGER	2C3CDXAG2CH222386	Police
PC1701	2012	DODGE CHARGER	2C3CDXAGXCH222376	Police
PC1713	2012	DODGE CHARGER	2C3CDXAG6CH225209	Police
PC1714	2012	DODGE CHARGER	2C3CDXAG7CH225218	Police
PC1719	2013	DODGE CHARGER	2C3CDXAG4DH568313	Police
PC1725	2013	DODGE CHARGER	2C3CDXAG9DH568324	Police
PC1729	2013	DODGE CHARGER	2C3CDXAG8DH568315	Police
PC1735	2013	DODGE CHARGER	2C3CDXAG4DH568330	Police
PC1751	2013	DODGE CHARGER	2C3CDXAG2DH568309	Police
PC1757	2013	DODGE AVENGER	1C3CDZAB4DN626802	Police
PC1815	2015	DODGE CHARGER	2C3CDXAGXFH745806	Police
PC1816	2015	DODGE CHARGER	2C3CDXAG3FH745808	Police
PC1821	2015	DODGE CHARGER	2C3CDXAG4FH745803	Police
PC1824	2015	DODGE CHARGER	2C3CDXAG6FH735287	Police
PC1828	2015	DODGE CHARGER	2C3CDXAG9FH735283	Police
PC1832	2015	DODGE CHARGER	2C3CDXAG6FH735290	Police
PC1835	2015	DODGE CHARGER	2C3CDXAG5FH735281	Police
PC1840	2015	DODGE CHARGER	2C3CDXAG2FH745802	Police

IT IS, THEREFORE, ORDERED that the foregoing municipally-owned surplus motor vehicles will be sold at an online auction.

IT IS, FURTHER ORDERED that the Fleet Manager for Police is authorized to sign necessary documents to transfer titles of motor vehicles which are to be sold at the online auction by GovDeals.

IT IS FURTHER ORDERED that, in the event of any scrivener's error or clerical mistake in the chart above, Exhibit A shall serve as the true and correct description of the vehicles that shall be sold at an online auction via GovDeals.

(CALDWELL, 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 CITY OF JACKSON TO RELEASE THE TITLES FOR CITY-OWNED VEHICLES TO BE AUCTIONED ONLINE BY GOVDEAL** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*

10/7/20

Date

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 7, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE CITY OF JACKSON TO RELEASE THE TITLES FOR CITY-OWNED VEHICLES TO BE AUCTIONED ONLINE BY GOVDEALS. (CALDWELL, HORHN)
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Infrastructure and Transportation
3.	**Who will be affected**	Police Department
4.	**Benefits**	To generate revenue
5.	**Schedule (beginning date)**	After Council Approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	CITY WIDE
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	City Department- Public Works- Fleet Management
8.	**COST**	N/A
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	N/A
10.	**EBO participation**	ABE ____% WAIVER yes __ no __ N/A ____ AABE ____% WAIVER yes __ no __ N/A ____ WBE ____% WAIVER yes __ no __ N/A ____ HBE ____% WAIVER yes __ no __ N/A ____ NABE ____% WAIVER yes __ no __ N/A ____

EXHIBIT A

CERTIFICATE OF TITLE

Form # 78-101

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
1J4GK48K63W721537	JEEP	2003	SUV	UT	MS1844300544	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
05/13/2025		6	USED	PC	7 EXEMPT

OWNER(S)

CITY OF JACKSON #SUV32
PO BOX 17
JACKSON MS 39205

SUV0032

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER **DATE:**

2ND LIENHOLDER **DATE:**

MAIL TO:

CITY OF JACKSON #SUV32
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 13TH DAY OF MAY 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER

R 00427107

MISSISSIPPI DEPARTMENT OF REVENUE

VOID IF ALTERED

CERTIFICATE OF TITLE

Form # 78-101

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
5N1AR18U18C648962	NISS	2008	PATHFINDER	UV	MS0904776448	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
05/13/2025		6	USED	PC	EXEMPT

SJV 0043

OWNER(S)

CITY OF JACKSON SU043
PO BOX 17
JACKSON MS 39205-0017

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO:

R4

CITY OF JACKSON SU043
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 13TH DAY OF MAY 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER

R 00427808

MISSISSIPPI DEPARTMENT OF REVENUE

VOID IF ALTERED

CERTIFICATE OF TITLE

Form # 76-101

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
5N1AR18U58C648978	NISS	2008	PATHFINDER	UV	MS1778985728	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
05/13/2025		6	USED	PC	EXEMPT

SUV0047

OWNER(S)

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER **DATE:**

2ND LIENHOLDER **DATE:**

MAIL TO:

R4

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 13TH DAY OF MAY TO 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 00[illegible]94

MISSISSIPPI DEPARTMENT OF REVENUE

VOID IF ALTERED

CERTIFICATE OF TITLE

Form # 78-101

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
1FTYR10D79PA62713	FORD	2009	RNG	PK	MS1575865088	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
05/13/2025		4	USED	PU	15 ACTUAL

OWNER(S)

JACKSON CITY OF PT685
BOX 17
JACKSON MS 39205

PT685

BENEFICIARY

BRANDS

☐ Fully Autonomous Vehicle

1ST LIENHOLDER **DATE:**

2ND LIENHOLDER **DATE:**

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 13TH DAY OF MAY 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1 Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 00427790

MISSISSIPPI DEPARTMENT OF REVENUE

VOID IF ALTERED

CERTIFICATE OF TITLE

Form # 78-101

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
1FTYR10D99PA62714	FORD	2009	RNG	PK	MS1441647360	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
05/13/2025		4	USED	PU	15 ACTUAL

OWNER(S)

JACKSON CITY OF PT686
BOX 17
JACKSON MS 39205

PT0686

BENEFICIARY

BRANDS

☐ Fully Autonomous Vehicle

1ST LIENHOLDER **DATE:**

2ND LIENHOLDER **DATE:**

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 13TH DAY OF MAY 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens of security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 00427782

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
3C6TD5CT4CG200598	DODG	2012	ST2	PK	MS1711876864	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
05/13/2025		8	USED	PU	100 ACTUAL

OWNER(S) PT0767

CITY OF JACKSON
P O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO:

R4

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 13TH DAY OF MAY 2025

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER

R 00427705

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2FAFP71W16X157828	FORD	2006	CROWN VICT	SD	MS2040736512	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
05/22/2025		8	USED	PC	50 ACTUAL

OWNER(S)

MS/CITY OF JACKSON PC1338
PO BOX 17
JACKSON MS 39205-0017

PC 1338

BENEFICIARY

BRANDS

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO:

MS/CITY OF JACKSON PC1338
200 S PRESIDENT ST
JACKSON MS 39201-4307

R3

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS ____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS ____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 22ND DAY OF MAY 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens of security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972 and subject to the provisions thereof.

CONTROL NUMBER

R 004290 28

MISSISSIPPI DEPARTMENT OF REVENUE

Chris Graham

TITLE VERIFIED

CERTIFICATE OF TITLE

Form # 76-101 PC1339

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2FAFP71W46X157855	FORD	2006	CRO	SD	MS2119469824	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		8	USED	PC	50 EXEMPT

OWNER(S)

MS/CITY OF JACKSON PC1339
P O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO:

R3

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens of security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER

R 001240 12

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2FAFP71W86X156594	FORD	2006	CVC	4D	MS0363014912	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
05/22/2025		8	USED	PC	150 EXEMPT

OWNER(S)

CITY OF JACKSON PC1370
P O BOX 17
JACKSON MS 39205

PC 1870

BENEFICIARY

BRANDS

☐ Fully Autonomous Vehicle

1ST LIENHOLDER **DATE:**

2ND LIENHOLDER **DATE:**

MAIL TO:

R3

CITY OF JACKSON PC1370
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ BY _____
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ BY _____
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 22ND DAY OF MAY 2025

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-3, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 004 29003

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2FAFP71W77X147158	FORD	2007	CROWN VICT	SD	MS0539437824	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
05/22/2025			USED	PC	13 ACTUAL

OWNER(S)

MS/CITY OF JACKSON P1386
PO BOX 17
JACKSON MS 39205-0017

BRANDS

PC1386

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER **DATE:**

2ND LIENHOLDER **DATE:**

MAIL TO:

R3

MS/CITY OF JACKSON P1386
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20_____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20_____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 22ND DAY OF MAY 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens of security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972 and subject to the provisions thereof.

CONTROL NUMBER

R 004290 27

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1389

STATE OF MISSISSIPPI — REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2FAFP71W97X147162	FORD	2007	CRO	SD	MS2035583744	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		8	USED	PC	13 EXEMPT

OWNER(S)

MS/CITY OF JACKSON PC1389
P.O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER — **DATE:**

2ND LIENHOLDER — **DATE:**

MAIL TO:

R3

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS ____ DAY OF _____ 20__/____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS ____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 2025

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 00424019

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1397

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2FAFP71W47X149031	FORD	2007	CVC	4D	MS0290753280	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025			USED	PC	13 EXEMPT

OWNER(S)

MS/ CITY OF JACKSON PC1397
POB 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO:

R3

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 00424015

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1433

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2FAFP71V08X156728	FORD	2008	CVC	4D _	MS1448381184	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		8	USED	PC	110050 ACTUAL

OWNER(S)

CITY OF JACKSON PC1433
POB 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER **DATE:**

2ND LIENHOLDER **DATE:**

RECEIVED
APR 22 2025
CITY OF JACKSON
FINANCE DIVISION

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 2025

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 00424023

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
1N4BL21E58C205867	NISS	2008	ALTIMA	SD	MS0116140800	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
05/22/2025		6	USED	PC	50 ACTUAL

OWNER(S)

CITY OF JACKSON #PC1467
PO BOX 17
JACKSON MS 39205-0017

PC1467

BENEFICIARY

BRANDS

☐ Fully Autonomous Vehicle

1ST LIENHOLDER **DATE:**

2ND LIENHOLDER **DATE:**

MAIL TO:

R3

CITY OF JACKSON #PC1467
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 22ND DAY OF MAY 2025

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens of security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 004 2900 2

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1485

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2FAHP71V19X133727	FORD	2009	CVC	4D	MS0441748224	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025			USED	PC	20 ACTUAL

OWNER(S)

JACKSON CITY OF PC1485
BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER **DATE:**

2ND LIENHOLDER **DATE:**

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20__

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20__

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 004 24016

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1524

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2FABP7BV6AX109786	FORD	2010	CRW	4D	MS1364495104	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		8	USED	PC	15 ACTUAL

OWNER(S)

CITY OF JACKSON PC1524
POB 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER **DATE:**

2ND LIENHOLDER **DATE:**

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS ____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS ____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1: Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 004 24058

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1527

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2FABP7BV8AX109790	FORD	2010	CRW	4D	MS1596885760	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		8	USED	PC	15 ACTUAL

OWNER(S)

CITY OF JACKSON PC1527
POB 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

RECEIVED
APR 22 2025
CITY OF JACKSON
FINANCE DIVISION

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 2025

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 004 24003

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1529

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2FABP7BV1AX109792	FORD	2010	CRW	4D	MS0827624192	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		8	USED	PC	15 ACTUAL

OWNER(S)

CITY OF JACKSON PC 1529
POB 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER DATE:

2ND LIENHOLDER DATE:

MAIL TO:

R3

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 2025

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law, Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 00423980

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1535

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2FABP7BV0AX109797	FORD	2010	CRW	4D	MS0374639360	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		8	USED	PC	126 ACTUAL

OWNER(S)

CITY OF JACKSON PC 1535
POB 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO:

R3

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 2025

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 001 24007

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1539

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2FABP7BV9AX109601	FORD	2010	CRO	4D	MS2052360960	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		8	USED	PC	25 ACTUAL

OWNER(S)

CITY OF JACKSON PC-1539
POB 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO:

R3

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20__

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20__

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 2025

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 00423989

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1555

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2FABP7BV7AX112535	FORD	2010	CRO	4D	MS0643074816	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		8	USED	PC	100 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 00423983

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1559

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2FABP7BVXAX112531	FORD	2010	CRW	4D	MS0844401408	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		8	USED	PC	100 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER **DATE:**

2ND LIENHOLDER **DATE:**

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

/ IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 20 25

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CONTROL NUMBER
R 001239822

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1560

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2FABP7BV8AX112530	FORD	2010	CRW	4D	MS0156535552	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		8	USED	PC	100 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER **DATE:**

2ND LIENHOLDER **DATE:**

MAIL TO:

R3

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 2025

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CONTROL NUMBER
R 004240 10

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1564

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2FABP7BV6AX112526	FORD	2010	CRW	4D	MS1918143232	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		8	USED	PC	100 ACTUAL

OWNER(S)

CITY OF JACKSON
P.O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO:

R3

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER

R 004240/17

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1567

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2FABP7BV2AX109784	FORD	2010	CRO	4D	MS1582598912	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		8	USED	PC	100 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER **DATE:**

2ND LIENHOLDER **DATE:**

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 2025

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 004 24059

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
1B3CC4FB0AN161894	DODG	2010	AVENGER	SD	MS1705192192	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
05/22/2025		4	USED	PC	20 ACTUAL

OWNER(S) PC1579

CITY OF JACKSON
PO BOX 17
JACKSON MS 39205-0017

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO:

R3

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS ___ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 22ND DAY OF MAY 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER

R 0042 994

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
1B3CC4FBXAN161904	DODG	2010	AVENGER	SD	MS0631450368	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
05/22/2025		4	USED	PC	20 ACTUAL

OWNER(S)

PC1589

CITY OF JACKSON
PO BOX 17
JACKSON MS 39205-0017

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER **DATE:**

2ND LIENHOLDER **DATE:**

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 ____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 ____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 22ND DAY OF MAY 2025

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER

R 00429001

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1598

STATE OF MISSISSIPPI — REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2G1WF5EK5B1186845	CHEV	2011	IMP	4D	MS0022317824	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		6	USED	PC	30 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO:

R3

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20_____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20_____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law, Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 00124025

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-103 PC1599

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2G1WF5EK2B1184227	CHEV	2011	IMP	4D	MS1515490048	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		6	USED	PC	30 ACTUAL

OWNER(S)

CITY OF JACKSON
P. O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 00424055

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # TR-131 PC1601

STATE OF MISSISSIPPI — REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2G1WF5EK3B1286763	CHEV	2011	IMP	4D	MS1700039424	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		6	USED	PC	30 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER **DATE:**

2ND LIENHOLDER **DATE:**

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS ____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS ____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 15TH DAY OF APRIL 2025

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with this Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 00424028

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1652

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2B3CL1CT6BH555719	DODG	2011	CHA	4D	MS0307530496	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		8	USED	PC	23 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER — **DATE:**

2ND LIENHOLDER **DATE:**

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

R3

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20_____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20_____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 20 25

The Mississippi Department of Revenue does not see title or application only. Here, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the lien of security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1 Mississippi Code of 1972 and subject to the provisions thereof.

CONTROL NUMBER
R 001239841

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1667

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2G1WF5E36C1220205	CHEV	2012	IMP	SD	MS0791579392	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		6	USED	PC	100. ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER **DATE:**

2ND LIENHOLDER **DATE:**

MAIL TO:

CR3
CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 0C1239B7

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2G1WF5E34C1220915	CHEV	2012	IMP	SD	MS0384576256	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
05/22/2025		6	USED	PC	100 ACTUAL

OWNER(S) PC1669

CITY OF JACKSON
P O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO:

R3

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 22ND DAY OF MAY 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER

R [redacted]

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1670

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2G1WF5E31C1219611	CHEV	2012	IMP	SD	MS0089426688	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		6	USED	PC	100 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 001 21 006

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1672

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2C3CDXAG6CH222374	DODG	2012	CHA	4D	MS1163168512	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		6	USED	PC	100 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39204

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO:

R3

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20_____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20_____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER

R 004 24030

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1675

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2C3CDXAG3CH222400	DODG	2012	CHA	4D	MS0693406464	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		6	USED	PC	100 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39204

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

APR 22 2025
CITY OF JACKSON
FINANCE DIVISION

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS ____ DAY OF _____ 20 ____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS ____ DAY OF _____ 20 ____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 001233998

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1676

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2C3CDXAG0CH222399	DODG	2012	CHA	4D	MS1767148288	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		6	USED	PC	100 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

R3

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 00424031

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1677

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2C3CDXAG9CH222398	DODG	2012	CHA	4D	MS1297386240	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
		6	USED	PC	100 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 2025

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered in this office as the lawful owner of the vehicle described subject to the lien or security interest as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law, Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 00423926

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1681

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2C3CDXAGXCH222393	DODG	2012	CHA	4D	MS1783925504	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		6	USED	PC	100 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39204

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 004240 14

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1662

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2C3CDXAG6CH222391	DODG	2012	CHA	4D	MS1431603968	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		6	USED	PC	100 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39204

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER **DATE:**

2ND LIENHOLDER **DATE:**

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 004240114

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1654

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2C3CDXAG8CH222389	DODG	2012	CHAT	4D	MS8508857088	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		6	USED	PC	ACTUAL

OWNER(S):

CITY OF JACKSON
P O BOX 17
JACKSON MS 39204

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF

1ST LIEN _____ BY _____
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ BY _____
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 20 25

The Mississippi Department of Revenue hereby certifies that all applicable duly made, the person named herein is registered as the owner of the vehicle described subject to the liens or security interests as may be noted hereon by the Mississippi Department of Revenue. This certificate of title issued pursuant to the Mississippi Motor Vehicle Title Law section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 001 23495

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1686

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2C3CDXAG2CH122386	DODG	2012	CHA	4D	MS1985252096	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		6	USED	PC	100 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39204

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER **DATE:**

2ND LIENHOLDER **DATE:**

RECEIVED
APR 22 2025
CITY OF JACKSON
FINANCE DIVISION

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS THE 16TH DAY OF APRIL 2025

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 00423999

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1701

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2C3CDXAGXCH222376	DODG	2012	CHA	4D	MS1045728000	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		6	USED	PC	100 ACTUAL

OWNER(S):

CITY OF JACKSON
P O BOX 17
JACKSON MS 39204

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 00424032

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1718

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2C3CDXAG6CH225209	DODG	2012	CHA	4D	MS0978619136	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		6	USED	PC	100 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39204

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

RECEIVED
APR 22 2025
CITY OF JACKSON
FINANCE DIVISION

MAIL TO:

B2

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20_____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20_____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 001239788

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1714

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2C3CDXAG7CH225218	DODG	2012	CHA	4D	MS0961841920	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		6	USED	PC	100 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39204

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER **DATE:**

2ND LIENHOLDER **DATE:**

MAIL TO:

R3

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ BY _____
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS ____ DAY OF _____ 20____

2ND LIEN _____ BY _____
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS ____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 004240 26

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form #: 78-101 PC1119

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	* TITLE TEXT (E.G. UNIT #)
2C3CDXAG4DH568313	DODG	2013	CHA	4D	MS124705459 2	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		6	USED	PC	100 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by said office as the lawful owner of the motor vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER

R 00421493

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC 9725

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2C3CDXAG9DH568324	DODG	2013	CHA	4D	MS1649707776	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		6	USED	PC	100 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO:

R3

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER

R 00424027

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1729

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2C3CDXAG8DH568315	DODG	2013	CHA	4D	MS1328450304	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/11/2018		6	USED	PC	100 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4207

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20_____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20_____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 2018

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is recorded by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1 Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER

R 00121018

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1135

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2C3CDXAG4DH568330	DODG	2013	CHA	4D	MS0626297600	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		6	USED	PC	100 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS ___ DAY OF _____ 20___

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS ___ DAY OF _____ 20___

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 2025

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 00424052

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 76-101 PC1751

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2C3CDXAG2DH568309	DODG	2013	CHA	4D	MS0106203904	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		6	USED	PC	100 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER **DATE:**

2ND LIENHOLDER **DATE:**

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20_____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20_____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS THE 16TH DAY OF APRIL 2025

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 00424060

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1151

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
1C3CDZAB4DN626802	DODG	2013	AVN	4D	MS1632930560	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		4	USED	PC	100 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER **DATE:**

2ND LIENHOLDER **DATE:**

MAIL TO:

R4

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS THE 16TH DAY OF APRIL 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 00424051

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form K 78-101 PCK15

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2C3CDXAGXFH745806	DODG	2015	CPO	4D	MS1716816640	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		6	USED	PC	11 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO:

R3

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 2025

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 00423996

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form #. 78-101. PC1816

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2C3CDXAG3FH745608	DODG	2015	CPO	4D	MS0173312768	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY.	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		6	USED	PC	11 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 2025

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER

R 00424020

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1821

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2C3CDXAG4FH745803	DODG	2015	CPO	4D	MS0559189736	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		6	USED	PC	11 ACTUAL

OWNER(S).

CITY OF JACKSON
P O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

APR 22 2025
CITY OF JACKSON
FINANCE DIVISION

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20_____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20_____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 20 25

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 00[illegible]001

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 79-101 PC1824

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2C3CDXAG6FH735287	DODG	2015	CHG	4D	MS0857862144	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		6	USED	PC	11 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF

1ST LIEN

_____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN

_____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 20 25

The Mississippi Department of Revenue hereby certifies that upon application duly made, the person named herein is registered by the office as the lawful owner of the vehicle described subject to the liens hereinafter shown or as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1 Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 00123925

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 7-101 PC1828

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2C3CDXAG9FH735283	DODG	2015	CPO	4D	MS0894733056	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		6	USED	PC	11 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER DATE:

2ND LIENHOLDER DATE:

MAIL TO:

R3

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 2025

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 004 2399 2

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1832

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2C3CDXAG6FH735290	DODG	2015	CPO	4D	MS0911510272	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		6	USED	PC	11 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER **DATE:**

2ND LIENHOLDER **DATE:**

RECEIVED
APR 22 2025
OF JACKSON
CE DIVISION

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS ____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 2025

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens of security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 004 24004

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1835

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2C3CDXAG5FH735281	DODG	2015	CPO	4D	MS0223644416	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		6	USED	PC	11 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

RECEIVED
APR 22 2025
CITY OF JACKSON
FINANCE DIVISION

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ BY _____
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20_____

2ND LIEN _____ BY _____
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20_____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 2025

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by the office as the lawful owner of the vehicle described hereon subject to the liens of security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1 Mississippi Code of 1972, and subject to the previous liens.

CONTROL NUMBER
R 004210000

MISSISSIPPI DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE

Form # 78-101 PC1840

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2C3CDXAG2FH745802	DODG	2015	CPO	4D	MS1314163456	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
04/16/2025		6	USED	PC	111 ACTUAL

OWNER(S)

CITY OF JACKSON
P O BOX 17
JACKSON MS 39205

BRANDS

BENEFICIARY

☐ Fully Autonomous Vehicle

1ST LIENHOLDER **DATE:**

2ND LIENHOLDER **DATE:**

MAIL TO:

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON MS 39201-4307

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 16TH DAY OF APRIL 2025

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
R 001 21056

MISSISSIPPI DEPARTMENT OF REVENUE

VOID IF ALTERED

20

10/13/26 AM

ORDER ACCEPTING THE PROPOSAL FROM J.P. MORGAN CHASE BANK, N.A., TO PROVIDE LEASE-PURCHASE FINANCING FOR VEHICLES AND EQUIPMENT, AND AUTHORIZING THE MAYOR TO EXECUTE THE MASTER LEASE-PURCHASE AGREEMENT, THE ESCROW AGREEMENT, AND ALL OTHER DOCUMENTS NECESSARY TO FUND THE 2026 LEASE-PURCHASE TRANSACTION.

WHEREAS, on February 10, 2026, May 19, 2026, and July 14, 2026, the governing authorities of the City of Jackson approved resolutions declaring the City of Jackson, Mississippi's official intent to reimburse itself from the proceeds of a Master Lease-Purchase Agreement for the purchase of vehicles and equipment for the Jackson Police Department, Jackson Fire Department, Public Works Department, and Human and Culture Services. Copies of each Order are attached hereto as Attachment A and incorporated herein by reference; and

WHEREAS, the Department of Administration is seeking authorization to enter into a Lease Purchase Agreement with a lessor (i.e., a bank) to finance the vehicles and equipment listed on the FY26 Equipment List, attached hereto as Attachment B and incorporated herein by reference; and

WHEREAS, the Department of Administration issued RFP No. 94654-092926 for Lease Purchase Interest Rate Financing, advertised in The Mississippi Link on September 10 and 17, 2026. The solicitation requests sealed proposals for lease-purchase interest rate financing to purchase the vehicles and equipment mentioned herein in this Order; and

WHEREAS, Section 31-7-13(e) of the Mississippi Code of 1972, as annotated, provides that lease-purchase financing may be obtained from a vendor or third-party source after having solicited and obtained at least two (2) written competitive bids for such financing without advertising for bids. Solicitation for the bids for financing may occur before or after acceptance of bids for the purchase of equipment, or, where no such bids for purchase are required, at any time before the purchase thereof; and

WHEREAS, on September 29, 2026, at City Hall, the Department of Administration received two competitively sealed proposals for RFP# 94654-092926 Lease Purchase Financing Interest Rate Proposal; and

WHEREAS, J.P. Morgan Chase Bank N.A. and First American Equipment Finance submitted lease proposals with the following information as follows:

Description	**J. P. Morgan**	**First American**
Interest Rate Bid	4.91% Cash Collateralized (All-in Fixed Interest Rate	5.36%
Total Interest	$174.597.97	$190,888.36
Semi-Annual Payment	$361,056.35	$363,771.41
Financing Term	3 years	3 years

Agenda Item # 20
October 20, 2026
(Caldwell, Horhn)

Notes:	• Proposal expires November 2, 2026. • Commencement Date: November 20, 2026. • Proposal included Option A: 6.23% interest rate bid; Equipment secured. • Security: Lessee will grant Lessor a first priority security interest in the financed equipment. • Option B: 4.91% Cash Collateralized	• Proposal expires on October 30, 2026. • Commencement date: Nov. 20, 2026.

WHEREAS, the Department of Administration represents that J.P. Morgan Chase Bank, N.A. submitted the lowest and best proposal to finance vehicles and equipment for $1,991,740.10 with a three-year financing agreement at a 4.91% interest rate with the total interest of $174,597.97; and

WHEREAS, the principal amortization table, which shows how much the City of Jackson will pay in principal and interest over time to J.P. Morgan Chase Bank, N.A., is attached hereto and incorporated by reference as Attachment C; and

WHEREAS, the Department of Administration recommends acceptance of the proposal of J.P. Morgan Chase Bank, N.A. as the lowest and best bid and authorizes the Mayor to execute the 2026 Master Lease Purchase Agreement at an interest rate of 4.91% for a three-year term, with a total interest of One Hundred Seventy-Four Thousand and Five Hundred and Ninety-Seven Dollars and Ninety- Seven Cents ($174,597.97), with the semi-annual payment for year one (FY2027) to year three (FY2030) set at $361,056.35 to the governing authorities of the City of Jackson.

IT IS, THEREFORE, ORDERED by the governing authorities for the City of Jackson that the proposal of J.P. Morgan Chase Bank, N.A. be accepted as the lowest and best bid and authorizing payment in accordance with the amortization schedules attached hereto as Attachment C.

IT IS, FURTHER, ORDERED by the governing authorities for the City of Jackson that the Mayor is authorized to execute the 2026 Master Lease Purchase Agreement with J.P. Morgan Chase Bank, N.A. at an interest rate of 4.91% for a three-year term, to finance vehicles and equipment for $1,991,740.10 with a three-year financing agreement at a 4.91% interest rate with the total interest of $174,597.97.

IT IS, FURTHER, ORDERED that the Mayor is authorized to amend the existing Master-Lease Purchasing Agreement originally negotiated and signed on September 27, 2021, with the City.

Date: October 8, 2026

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	AUTHORIZE 2026 MASTER LEASE PURCHASE AGREEMENT AND ACCEPTING PROPOSAL OF JPMORGAN CHASE BANK, N.A. TO PROVIDE FINANCING
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	CHANGES IN CITY GOVERNMENT
3.	**Who will be affected**	N/A
4.	**Benefits**	PROVIDE FUNDING FOR VEHICLES AND EQUIPMENT PURCHASES
5.	**Schedule (beginning date)**	UPON APPROVAL BY CITY COUNCIL
6.	**Location:** ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A
7.	**Action implemented by:** ▪ City Department ☐ ▪ Consultant ☐	DEPARTMENT OF ADMINISTRATION
8.	**COST**	$361,056.35 annually for 3 years
9.	**Source of Funding** ▪ General Fund ☐ ▪ Grant ☐ ▪ Bond ☐ ▪ Other ☐	GENERAL FUNDS 001-441.10-6868 - $146,610.00 001-441.20-6868 - $24,885.00 001-441.70-6876 - $5,779.15 001-442.40-6868 - $45,835.00 001-451.10-6872 - $831,874.00 001-464.00-6876 - $889,681.95 005-504.30-6876 - $47,075.00
10.	**EBO participation**	ABE ____% WAIVER yes ___ no ___ N/A __x__ AABE ____% WAIVER yes ___ no ___ N/A __x__ WBE ____% WAIVER yes ___ no ___ N/A __x__ HBE ____% WAIVER yes ___ no ___ N/A __x__ NABE ____% WAIVER yes ___ no ___ N/A __x__

JACKSON
MISSISSIPPI

Department of Administration

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017
Telephone: (601) 960-1005
Fascimile: (601) 960-1049

MEMORANDUM

TO: Mayor John Horhn

FROM: Jillian Caldwell, Chief Financial Officer

DATE: October 8, 2026

RE: **Master Lease Purchase 2026**

On February 10, 2026, May 19, 2026 and July 14, 2026, a resolution was approved by the City Council declaring the city's intent to reimburse itself from the proceeds of a Master Lease Purchase Agreement for the purchase of vehicles and equipment. This current Council Order is to select the vendor for the Master Lease Purchase Agreement so that the previously approved resolution for reimbursement can be transacted.

Proposals were received from the following institutions to provide lease purchase financing for 2026 acquisitions:

Name	3yr Interest Rate Bid %	Total Interest
JPMorgan Chase Bank, N.A.	4.910%	$174,597.97
First American Equipment Finance	5.359	190,888.36

JPMorgan Chase Bank, N.A submitted the best proposal for the 2026 lease purchase transaction.

The annual payment for three year term is year one (FY 2027) to year three (FY 2030) is $361,056.35.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
10/13/26

OFFICE OF THE CITY ATTORNEY

This ORDER ACCEPTING THE PROPOSAL FROM J.P. MORGAN CHASE BANK, N.A., TO PROVIDE LEASE-PURCHASE FINANCING FOR VEHICLES AND EQUIPMENT, AND AUTHORIZING THE MAYOR TO EXECUTE THE MASTER LEASE-PURCHASE AGREEMENT, THE ESCROW AGREEMENT, AND ALL OTHER DOCUMENTS NECESSARY TO FUND THE 2026 LEASE-PURCHASE TRANSACTION is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, Special Assistant

10/13/26

DATE

21

ORDER AUTHORIZING THE MAYOR AND MUNICIPAL OFFICIALS TO EXECUTE THE 2026 MUNICIPAL COMPLIANCE QUESTIONNAIRE FORM REQUIRED BY THE OFFICE OF THE STATE AUDITOR FOR THE STATE OF MISSISSIPPI.

WHEREAS, In Mississippi, the Municipal Compliance Questionnaire is a mandatory document prescribed by the Office of the State Auditor (OSA). It requires governing authorities (the Mayor and Board of Aldermen/Council) to make official assertions regarding legal compliance with state regulations during their annual financial evaluation or audit; and

WHEREAS, a questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting; and

WHEREAS, the governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost; and

WHEREAS, an auditor should also review the municipal compliance questionnaire to determine if the municipal officials' responses agree with the audit results; and

WHEREAS, the Department of Administration recommends that the Mayor and Municipal Officials be authorized to execute the Municipal Compliance Questionnaire for the 2026 Municipal Audit; and

WHEREAS, a copy of the City's Municipal Compliance Questionnaire is attached and made a part of the minutes.

IT IS, THEREFORE, ORDERED that the Jackson City Council approves the Municipal Compliance Questionnaire for the 2026 City Audit, and that the Mayor and municipal officials are authorized to execute the questionnaire; the City Clerk shall enter minute book references when the questionnaire is accepted by the board.

Agenda Item # 21
October 20, 2026
(Caldwell, Horhn)

Department of Administration

Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Mayor John Horhn

FROM: Jillian Caldwell, Chief Financial Officer

DATE: September 28, 2026

RE: **MUNICIPAL COMPLIANCE QUESTIONNAIRE - FY 2026**

As part of the City's fiscal year end audit, the City must make certain assertions with regard to legal compliance. The Municipal Compliance Questionnaire was developed for that purpose.

The City must complete the Municipal Compliance Questionnaire at the end of each fiscal year. The Questionnaire must be entered into the official minutes of the governing authorities.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET Date: September 28, 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Approve Municipal Questionnaire
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Changes in City Government
3.	**Who will be affected**	All citizens of Jackson
4.	**Benefits**	Comply with State Auditor's Request
5.	**Schedule (beginning date)**	Upon approval by City Council
6.	**Location:** ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	City Wide
7.	**Action implemented by:** ▪ City Department ☐ ▪ Consultant ☐	Department of Administration
8.	**COST**	N/A
9.	**Source of Funding** ▪ General Fund ☐ ▪ Grant ☐ ▪ Bond ☐ ▪ Other ☐	N/A
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_

APPROVAL OF
MUNICIPAL COMPLIANCE QUESTIONNAIRE
SEPTEMBER 30, 2026

_____

Jillian Caldwell, Chief Financial Officer

_____

Toya Martin, *Human Resources Director*

_____

Lorenzo Anderson, *Public Works Director*

_____

MacDarrell Poullard, *Risk Manager*

_____

Angela Harris, *Municipal Clerk*

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:
   City of Jackson, MS P.O. Box 17, Jackson, MS 39205

2. List the date and population of the latest official U.S. Census or most recent official census:
   Based on 2020 Census, 153,701

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).
   SEE ATTACHED

4. Period of time covered by this questionnaire:
   From: **10/01/2025** To: **9-30-2026**

5. Expiration date of current elected officials' term: **JUNE 30, 2029**

MUNICIPAL COMPLIANCE QUESTIONNAIRE

Year Ended September 30, 2026

Answer All Questions: **Y** - YES, **N** - NO, **N/A** - NON-APPLICABLE

Part I - General

1.	Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13)	Y
2.	Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27)	Y
3.	Are municipal records open to the public?	Y
4.	Are meetings of the board open to the public? (Section 25-41-5)	Y
5.	Are notices of special or recess meetings posted? (Section 25-41-13)	Y
6.	Are all required personnel covered by appropriate surety bonds?	
	* Board or council members (Section 21-17-5)	Y
	* Appointed officers and those handling money, see statues governing the form of government (i.e., Section 21-3-5 for Code Charter)	
	*Municipal clerk (Section 21-15-38)	Y
	*Deputy Clerk (Section 21-15-23)	Y
	*Chief of police (Section 21-21-1)	Y
	*Deputy police (Section 45-5-9) (if hired under this law)	Y
7.	Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-1519)	Y
8.	Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33)	Y
9.	Has the municipality complied with the nepotism law in it employment practices? (Section 25-1-53)	Y
10.	Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105)	Y

11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) Y

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Sections 21-35-31 or 21-17-19) Y

PART II - Cash and Related Records

1. Where required, is a claims docket maintained? (Section 21-39-7) Y

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) Y

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) Y

6. Has the municipality adopted and entered on it minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-15, 21-35-7, and 21-35-9) Y

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, 27-39-205) Y

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) Y

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y

12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y

13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess pf budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y

14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Y

15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y

16. Are donations restricted to those specifically authorized by law? (Section 21-17-5 (Section 66, Miss. Constitution) - -Sections 21-19-45 through 21-19-59, etc.) Y

17. Are fixed assets properly tagged and accounted for? Section II - Municipal Audit and Accounting Guide) Y

18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y

19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Y

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y

2. Are all lowest and best bids decisions properly documented? [Section 31-7-13(d)] Y

3. Are all one-source item and emergency purchases documents on the board's minutes? [Section 31-7-13(m) and (k)] Y

4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) — Y

2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) — Y

3. Have the required trust funds been established for utility revenue bonds? (Sections 21-27-65) — Y

4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) — Y

5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) — Y

PART V - Taxes and Other receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) — Y

2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) — Y

3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) — N/A

4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) — Y

5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) — Y

6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) — Y

7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) — Y

8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) — Y

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Section 83-1-37 and 83-1-39) — Y

10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) Y

11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) Y

12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) Y

13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) Y

14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) Y

15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) Y

Certification to Municipal Compliance

Questionnaire Year Ended September 30, 2026

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Jackson, and, to the best of our knowledge and belief, all responses are accurate.

Angela Harris, Municipal Clerk

John Horhn, Mayor

Date

Date

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

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

01/5/26 CITY ATTY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR AND MUNICIPAL OFFICIALS TO EXECUTE THE 2026 MUNICIPAL COMPLIANCE QUESTIONNAIRE FORM REQUIRED BY THE OFFICE OF THE STATE AUDITOR FOR THE STATE OF MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*

01/5/26

Date

22

ORDER AUTHORIZING THE PETTY CASH FUND FOR THE DEPARTMENT OF ADMINISTRATION FOR THE FISCAL YEAR 2026-2027.

WHEREAS, the Department of Administration recommends that the governing authorities for the city of Jackson authorize a petty cash fund **not to exceed $150,000, which is the budgeted amount, to pay for travel-related expenses such as registration fees, airfare, baggage, hotel, mileage, per diem, ground travel, travel reimbursement charges, professional organizational dues, and other necessary items for all departments**; and

WHEREAS, Section 7-7-60 of the Miss. Code Ann., as amended, provides "[a] petty cash fund for offices within the county, municipality or board of education may be established in accordance with regulations set forth by the State Auditor's office"; and

WHEREAS, according to the "Routine Petty Cash Fund Procedures" in the 2022 Municipal Audit and Accounting Guide, the municipal governing authorities may authorize a petty cash fund. The authorization must be spread upon the minutes and include:

(1) Reasons for establishing the fund;
(2) Purposes for which fund money may be spent;
(3) The dollar amount of the fund;
(4) Custodian(s); and
(5) Any special provisions, such as the use of depository account(s).

WHEREAS, the reason for establishing the fund is to allow for the Department of Administration to keep sufficient funds in the Petty Cash account for expenses for the Mayor, City Council, and all City employees; and

WHEREAS, the Chief Financial Officer and Deputy Chief Financial Officer will be designated as the custodians of said funds for the Office of Finance; and

WHEREAS, the Petty Cash Fund has a depository account at J.P. Morgan Chase Bank; and

WHEREAS, the State Auditor's Office petty cash fund regulations require the **governing authorities to authorize the petty cash funds on an annual basis, and the custodian of the petty cash fund must be bonded and will be responsible at all times for the funds and purchases of the petty cash fund; and**

WHEREAS, the Department of Administration recommends that the governing authorities for the City of Jackson authorize the petty cash fund for the Office of Finance in an amount not to exceed $150,000 for the 2026-2027 fiscal year to cover the cost of travel-related expenses such as registration fees, airfare, baggage, hotel, mileage, per diem, ground travel, travel reimbursement charges, professional organizational dues, and other necessary items for all departments.

Agenda Item # 22
October 20, 2026
(Caldwell, Horhn)

IT IS, THEREFORE, ORDERED that a petty cash fund not to exceed $150,000, which is a budgeted amount, be established for the Office of Finance to pay for travel-related expenses such as registration fees, airfare, baggage, hotel, mileage, per diem, ground travel, travel reimbursement charges, professional organizational dues, and other necessary items for all departments.

West's Annotated Mississippi Code
Title 7. Executive Department
Chapter 7. State Fiscal Officer; Department of Audit
Article 1. State Fiscal Officer (Refs & Annos)

Miss. Code Ann. § 7-7-60

§ 7-7-60. Particular funds for petty cash

Currentness

A petty cash fund for offices within the county, municipality or board of education may be established in accordance with regulations set forth by the State Auditor's office.

Credits
Laws 1985, Ch. 425, § 11, eff. from and after passage (approved March 26, 1985).

Miss. Code Ann. § 7-7-60, MS ST § 7-7-60
The Statutes and Constitution are current with laws from the 2026 Regular and First Extraordinary Sessions effective through July 17, 2026. Some statute sections may be more current, see credits for details. The statutes are subject to changes provided by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation.

End of Document

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PETTY CASH FUNDS

Section 7-7-60 provides authority for municipalities to operate petty cash funds in accordance with regulations set forth by the Office of the State Auditor.

Special procedures are required to establish and operate a petty cash fund to account for the procurement of evidence. The purpose of these special procedures is to provide a method to make expenditures without compromising the confidential nature of related criminal investigations.

The following official regulations are prescribed for the establishment and operation of petty cash funds. These regulations include "Routine Petty Cash Fund Procedures"; and special regulations for "Petty Cash Fund to Account for Procurement of Evidence."

Routine Petty Cash Fund Procedures

Establishment of a Petty Cash Fund

A petty cash fund may be authorized by the municipal governing authorities. The authorization must be spread upon the minutes and include:

Reasons for establishing the fund
Purposes for which fund money may be spent (must be legal)
The dollar amount of the fund
Custodian(s)
Any special provisions, such as the use of a depository (bank) account(s)

This authorization will serve as authority for the municipal clerk to transfer the money to the custodian ("Named Custodian, Department Head, etc."). All petty cash funds must be accounted for within the municipal accounting records for cash balances.

Establishing a petty cash fund does not change how money may be legally spent. The cash in a petty cash fund may only be authorized to be spent for those purposes that are available to its source fund and budget. Further, all procedural laws for the expenditure of public funds (such as purchase laws) must be complied with. This means reimbursements may only be made for disbursements that could have been made by the source fund, are within the budget of the authorized department(s), and have been made in accordance with state laws (purchasing, etc.).

Reimbursements to a Petty Cash Fund

Requests for reimbursements may be made by the custodian. For each month when disbursements are made from the petty cash fund, a request for reimbursement must be prepared by the custodian and submitted as a claim to be considered by the governing authority. The request for reimbursement must include a summary of expenditures on the "Voucher for Reimbursement of Petty Cash Disbursements" along with related invoices and explanations for disbursements made by the petty cash fund. Reimbursements shall be charged to the appropriate department's budget and made by municipal warrant, as with the payment of other claims. Reimbursements are then placed into the petty cash fund.

Other Petty Cash Requirements

The custodian of a petty cash fund must be bonded (as required by law to handle cash) and will be responsible at all times for the funds and purchases of the petty cash fund. Note: A surety bond for an employee's position (such as for police officers) may not cover handling cash. A separate bond may be required to handle cash for petty cash purposes.

The amount of cash in the fund paid for invoices and explanations for proper expenditures must always equal the total amount authorized to be in the petty cash fund.

There must be an accounting for the petty cash fund at the end of each fiscal year. This means the account should be closed out on the last day of the fiscal year and reissued for the next fiscal year. In circumstances where closeout is not practical, a cash count by the municipal auditor or other independent person and a verified reimbursement request for disbursed cash will be an acceptable alternative. This accounting is necessary to ensure that funds are on hand and that disbursements are recorded within the proper fiscal year's budget. The governing authorities of the municipality and the municipal auditor may also require an accounting at any time.

The governing authority must authorize the petty cash fund on an annual basis.

Prescribed Form

Following is the prescribed "Voucher for Reimbursement of Petty Cash Disbursements." The custodian must list the items, and amounts claimed on the voucher. The municipal clerk (accounting/bookkeeping department) must verify the amounts and insert proper classification of expenditure codes for budgetary control. Another form design or electronic record may be substituted for this form, provided documentation and authorizations are equivalent.

VOUCHER FOR REIMBURSEMENT OF PETTY CASH DISBURSEMENTS

From: _____
To: _____
_____

DEPARTMENT:

Item	Amount	Verification Accounting Code	Amount
	$		$
Total Amount Claimed	$	Total Amount Verified	$

I certify that the above amount claimed for petty cash disbursements for the period indicated is correct and that payment for any part thereof has not been received.

_____
Custodian Signature

_____
Verified By

Note: Attach all petty cash support (invoices, tickets, explanation, etc.) to the upper left corner of the voucher. Every item must be supported.

Petty Cash Fund to Account for Procurement of Evidence Requirements

During the course of procuring evidence, disbursements of a confidential nature may be required. However, the disbursement of public funds requires accountability. To maintain accountability and confidentiality, the following procedures should be followed:

Availability of Funds - Funds available for general law enforcement purposes may be used for procuring evidence. These include, but are not limited to, money from the general fund, Section 41-29-181 forfeitures, and Section 99-27-37 fine proceeds.

Appropriation of Funds - Appropriations for this purpose should be included in the law enforcement agency's budget(s).

Purpose of Funds - Such funds may be disbursed for, but are not limited to; disbursements related to surveillance, the purchase of investigative equipment, purchase of samples to be used as evidence, purchase of information pertaining to an investigation, and the defraying of living expenses of persons specially employed in investigations.

Disbursement of Funds - In order to maintain confidentiality, petty cash funds must be authorized by the law enforcement agency's governing authority:

A petty cash fund must be established in accordance with the Office of the State Auditor's regulations.

Confidential Record – Disbursements from the petty cash funds must be accounted for in a confidential record. This record must show the following information.

Each transaction
Amount paid
To whom paid
Date paid
Purpose of the transaction
Case number
Such other information as may be necessary to justify the transaction

The record must be available to persons designated by the Office of the State Auditor.

Other Requirements:
Disbursements from the petty cash funds must be made in accordance with purchase law bidding requirements. (Purchases of evidence and undercover living expenses do not require bids.)

Confidential disbursements may be supported with a summary of the total amounts spent. These amounts must be defined in sufficient detail to be charged against the appropriate budget items (supplies, contractual services, and charges or capital outlay).

Non-confidential disbursements must be supported with invoices or other evidence of justification for the expenditure, the same as for routine petty cash funds.

Equipment purchases must be recorded on the municipal fixed asset inventory and tagged appropriately.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 12,2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER RATIFYING AND AUTHORIZING THE PETTY CASH FUND FOR THE DEPARTMENT OF ADMINISTRATION FOR THE REMAINING OF FISCAL YEAR 2026-2027**
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	Quality of Life
3.	**Who will be affected**	City of Jackson
4.	**Benefits**	A petty cash fund may be authorized by the municipal governing authorities. The authorization must be spread upon the minutes and include: (1) Reasons for establishing the fund, (2) Purposes for which fund money may be spent (must be legal), (3) The dollar amount of the fund, (4) Custodian(s) and (5) Any special provisions, such as the use of a depository (bank) account(s). Please note, the governing authority must authorize the petty cash fund on an annual basis and the custodian of a petty cash fund must be bonded (as required by law to handle cash) and will be responsible at all times for the funds and purchases of the petty cash fund.
5.	**Schedule (beginning date)**	After Council Approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	ALL WARDS CITY WIDE
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Department of Administration, Division of Finance
8.	**COST**	The adopted budgeted amount
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	All funds except Bond funds
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 PETTY CASH FUND FOR THE DEPARTMENT OF ADMINISTRATION FOR THE FISCAL YEAR 2026-2027** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*

10/2/26

Date

23

ORDER AMENDING THE OCTOBER 6, 2026 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, TO RATIFY AND AUTHORIZE PAYMENT OF EVENT-RELATED EXPENSES IN AN AMOUNT NOT TO EXCEED $2,307.60.

WHEREAS, on October 6, 2026, the Jackson City Council authorized the Mayor to execute an event license agreement with the Jackson Convention Complex ("JCC")for the State of the City Address, which was held on October 13, 2026, at no cost to the City; and

WHEREAS, the Mayor's Office now recommends that the governing authority ratify the provision of services and authorize payment to the Jackson Convention Center in an amount not to exceed $2,307.60, which is for food and beverage ($1,767.60) and audiovisual services ($540.00); and

WHEREAS, the Mayor's Office represents that JCC was advised that these services would not be required; however, after approval of the October 6, 2026 Order, the Mayor subsequently determined that the services were necessary; and

WHEREAS, the State of the City Address allowed citizens, community leaders, students, and other stakeholders to hear directly from the Mayor about the City's accomplishments, priorities, and vision for the future; and

WHEREAS, the total cost of such event-related expenses shall not exceed Two Thousand Three Hundred and Seven Dollars and Sixty Cents ($2,307.60); and

WHEREAS, Section 17-3-1 of the Mississippi Code authorizes the Mayor of any municipality in the State of Mississippi to expend money not to exceed one mill of their respective valuation and assessment for the purpose of advertising and bringing favorable notice of the opportunities, possibilities, and resources of the municipality; and

WHEREAS, Section 17-3-3 of the Mississippi Code states that advertising includes expositions, public entertainment, or other forms of advertising or publicity which in the judgment of such board or boards will be helpful toward advancing the moral, financial, and other interests of the municipality; and

WHEREAS, the Mayor's office recommends that the governing authority for the City of Jackson find that the payment of One Thousand Seven Hundred and Sixty-Seven Dollars and Sixty Cents ($1,767.60), included in the total costs set forth above, to the Jackson Convention Center for food and beverage for the Mayor's State of the City Address will advance the moral and other interests of the City of Jackson, promote Jackson, and bring into favorable notice the opportunities, possibilities, and resources of the City.

Agenda Item # 23
October 20, 2026
(Lott, Horhn)

IT IS THEREFORE ORDERED, that services provided by JCC to the City of Jackson in support of the State of the City Address are hereby ratified. The Mayor of the City of Jackson is hereby authorized to pay the Jackson Convention Complex for event-related expenses, including audiovisual services and food and beverage in an amount not to exceed Two Thousand Three Hundred and Seven Dollars and Sixty Cents ($2,307.60).

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 finds that the State of the City Address served a public purpose by providing citizens, community leaders, students, and other stakeholders an opportunity to receive information regarding the City's accomplishments, priorities, initiatives, and future plans, and that the reasonable food and beverage expenses associated with the event supported the conduct of this public informational event and its purpose of promoting public awareness of the City's activities, opportunities, and resources.

IT IS FURTHER ORDERED, that the October 6, 2026 Order, which is attached hereto as Attachment A and made a part of the minutes, previously approved by this City Council, is amended to reflect and authorize payment as outlined in the minutes.

ITEM # _____
AGENDA DATE: 10/20/2026
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
10/16/26

OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING THE OCTOBER 6, 2026 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, TO RATIFY AND AUTHORIZE PAYMENT OF EVENT-RELATED EXPENSES IN AN AMOUNT NOT TO EXCEED $2,307.60** is legally sufficient for placement in NOVUS Agenda.

Sandra O. Moncure
Sondra Moncure, *Special Assistant*

10/16/26
Date

ATTACHMENT A

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.

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

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

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on October 6, 2026. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

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 _____ / _____

JACKSON CONVENTION COMPLEX WHERE MISSISSIPPI MEETS THE WORLD

105 E Pascagoula St
Jackson, MS 39201
p.601-960-2321

Quote

Group: *SOTCA*
Event Dates: Tuesday, October 13, 2026
Group Contact: John Horhn
Event Type: Meeting & Private Reception
Sales Manager: **Maleika Hentz | Director of Sales**

Number of Days	Space	Rate	Total
1	Theater | 1:00pm - 3:00pm | Setup Theater | 4:00pm - 6:00pm | Meeting	$ 1,500.00	$ 1,500.00
3	Breakouts: 301-303 | Private Reception	$ 1,800.00	$ 5,400.00
	Subtotal		**$ 6,900.00**
	City of Jackson Usage :		*$ (6,900.00)*
	Subtotal		**$ -**
	Sales Tax: 10%		
	Total Room Rental		**$ -**

	Food and Beverage Meals	Price per person	Total
100	Dessert Reception	$ 10.00	$ 1,000.00
6	Gallons of Coffee	$ 58.00	$ 348.00
5	Gallons of Water	$ 25.00	$ 125.00
	Food Subtotal		**$ 1,473.00**
	20% Administrative Fee		$ 294.60
	11% Sales Tax		
	Food Total		**$ 1,767.60**

Number of Days	Audio Visual	Price Per Day	Total
	Jackson Convention Complex is pleased to offer in house audio visual services to support your event needs. Hiring an outside av company is permissable.		
1	Microphone and Sound System	$ 500.00	$ -
1	AV Tech Onsite:	$ 450.00	$ 450.00
1	Screen and Projector Package (Theater) *Complimentary*	$ 750.00	$ -
	Subtotal		**$ 450.00**
	20% Audio Visual Management Fee		$ 90.00
	7% Sales Tax		
	Audio Visual Total		**$ 540.00**

Total Hours Billed	Labor		
	Security		
4	(1) Unarmed Security Guard 1:00pm-8:00pm (Event Day & Load Out)	$ 35.00	$ -
	Subtotal		$ -
	Labor Total		**$ -**

Total Anticipated Charges		**$ 2,307.60**
Balance Due		**$ 2,307.60**

JACKSON CONVENTION COMPLEX WHERE MISSISSIPPI MEETS THE WORLD

Invoice

Group: SOTCA
Event Dates: October 13, 2026
Group Contact: John Horhn
Event Type: Reception - Meeting Room: 301
Sales Manager: Maleika Hentz

Date: October 7, 2026
Invoice #: 101326
Customer ID: John Horhn

Qty	Item #	Description	Custom Column	Unit Price	Discount	Line Total
1		**SOTCA Reception:** Remaining Balance Due: 10/13/26				$1,923.00

PLEASE SUBMIT PAYMENT TOWARDS:

SOTCA

to the Jackson Convention Complex

Total Discount		
Subtotal	**$**	**1,923.00**
20% Administration Fee	**$**	**384.60**
Total	**$**	**2,307.60**

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. There is a 3.5% fee for all Credit Card Payments

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 10/20/2026

POINTS		COMMENTS
1.	**Brief Description/Purpose**	**ORDER AMENDING THE OCTOBER 6, 2026 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, TO RATIFY AND AUTHORIZE PAYMENT OF EVENT-RELATED EXPENSES IN AN AMOUNT NOT TO EXCEED $2,307.60.**
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**	Not to exceed $2,307.60
9.	**Source of Funding** **General Fund - X** **Grant** **Bond** **Other**	**Acct #: 001493006419**
10.	**EBO participation**	**ABE ____% WAIVER yes no NIA X** **AABE ____% WAIVER yes no NIA X** **WBE ____% WAIVER yes no NIA X** **HBE ____% WAIVER yes no NIA X** **NABE ____% WAIVER yes no NIA X**

24

ORDER AUTHORIZING THE PETTY CASH FUND FOR THE DEPARTMENT OF MUNICIPAL CLERK FOR FISCAL YEAR 2026-2027.

WHEREAS, the Department of Municipal Clerk recommends that the governing authorities for the City of Jackson authorize a petty cash fund not to exceed $300.00, which is the budgeted amount, to provide change and pay for other necessary items for the department; and

WHEREAS, Section 7-7-60 of the Miss. Code Ann., as amended, provides "[a] petty cash fund for offices within the county, municipality or board of education may be established in accordance with regulations set forth by the State Auditor's office"; and

WHEREAS, according to the "Routine Petty Cash Fund Procedures" in the 2022 Municipal Audit and Accounting Guide, the municipal governing authorities may authorize a petty cash fund. The authorization must be spread upon the minutes and include:

(1) Reasons for establishing the fund;
(2) Purposes for which fund money may be spent;
(3) The dollar amount of the fund;
(4) Custodian(s); and
(5) Any special provisions, such as the use of depository account(s).

WHEREAS, the Department of Municipal Clerk recommends that the governing authorities for the City of Jackson authorize a petty cash fund not to exceed $300.00, which is the budgeted amount, to provide change and pay for other necessary items for the department; and

WHEREAS, the reason for establishing the fund is to allow for the Department of Municipal Clerk to keep sufficient funds in the Petty Cash account for expenses for the Mayor, City Council, and all City employees; and

WHEREAS, the Municipal Clerk will be designated as the custodian of said funds for the Department of Municipal Clerk; and

WHEREAS, the Petty Cash Fund has a depository account at J.P. Morgan Chase Bank; and

WHEREAS, the State Auditor's Office petty cash fund regulations require the governing authorities to authorize the petty cash funds on an annual basis, and the custodian of the petty cash fund must be bonded and will be responsible at all times for the funds and purchases of the petty cash fund; and

WHEREAS, the Department of Municipal Clerk recommends that the governing authorities for the City of Jackson authorize a petty cash fund not to exceed $300.00 for the 2026-2027 fiscal year to provide change for passport customers.

Agenda Item # 24
October 20, 2026
(Harris, Horhn)

IT IS, THEREFORE, ORDERED that the Department of Municipal Clerk establish a petty cash fund not to exceed $300.00, the budgeted amount, to provide change for passport customers.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 12, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item will allow for the Department of Municipal Clerk to continue to provide the necessary change to constituents for various services provided within the office.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item will allow for the Department of Municipal Clerk to continue to provide the necessary change to constituents for various services provided within the office.
3.	**Who will be affected**	Department of Municipal Clerk
4.	**Benefits**	
5.	**Schedule (beginning date)**	Immediate
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	City Hall
☐ ☐ 7.	**Action implemented by:** ▪ **City Department** ▪ **Consultant**	Department of Municipal Clerk
8.	**COST**	$300.00
☐ ☐ ☐ ☐ 9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ▪ **Bond** ▪ **Other**	N/A
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

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 PETTY CASH FUND FOR THE DEPARTMENT OF MUNICIPAL CLERK FOR FISCAL YEAR 2026-2027** is legally sufficient for placement in NOVUS Agenda.

Sondra D. Moncure

Sondra Moncure, *Special Assistant*

10/13/26

Date

West's Annotated Mississippi Code
Title 7. Executive Department
Chapter 7. State Fiscal Officer; Department of Audit
Article 1. State Fiscal Officer (Refs & Annos)

Miss. Code Ann. § 7-7-60

§ 7-7-60. Particular funds for petty cash

Currentness

A petty cash fund for offices within the county, municipality or board of education may be established in accordance with regulations set forth by the State Auditor's office.

Credits
Laws 1985, Ch. 425, § 11, eff. from and after passage (approved March 26, 1985).

Miss. Code Ann. § 7-7-60, MS ST § 7-7-60
The Statutes and Constitution are current with laws from the 2026 Regular and First Extraordinary Sessions effective through July 17, 2026. Some statute sections may be more current, see credits for details. The statutes are subject to changes provided by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation.

End of Document

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PETTY CASH FUNDS

Section 7-7-60 provides authority for municipalities to operate petty cash funds in accordance with regulations set forth by the Office of the State Auditor.

Special procedures are required to establish and operate a petty cash fund to account for the procurement of evidence. The purpose of these special procedures is to provide a method to make expenditures without compromising the confidential nature of related criminal investigations.

The following official regulations are prescribed for the establishment and operation of petty cash funds. These regulations include "Routine Petty Cash Fund Procedures"; and special regulations for "Petty Cash Fund to Account for Procurement of Evidence."

Routine Petty Cash Fund Procedures

Establishment of a Petty Cash Fund

A petty cash fund may be authorized by the municipal governing authorities. The authorization must be spread upon the minutes and include:

Reasons for establishing the fund
Purposes for which fund money may be spent (must be legal)
The dollar amount of the fund
Custodian(s)
Any special provisions, such as the use of a depository (bank) account(s)

This authorization will serve as authority for the municipal clerk to transfer the money to the custodian ("Named Custodian, Department Head, etc."). All petty cash funds must be accounted for within the municipal accounting records for cash balances.

Establishing a petty cash fund does not change how money may be legally spent. The cash in a petty cash fund may only be authorized to be spent for those purposes that are available to its source fund and budget. Further, all procedural laws for the expenditure of public funds (such as purchase laws) must be complied with. This means reimbursements may only be made for disbursements that could have been made by the source fund, are within the budget of the authorized department(s), and have been made in accordance with state laws (purchasing, etc.).

Reimbursements to a Petty Cash Fund

Requests for reimbursements may be made by the custodian. For each month when disbursements are made from the petty cash fund, a request for reimbursement must be prepared by the custodian and submitted as a claim to be considered by the governing authority. The request for reimbursement must include a summary of expenditures on the "Voucher for Reimbursement of Petty Cash Disbursements" along with related invoices and explanations for disbursements made by the petty cash fund. Reimbursements shall be charged to the appropriate department's budget and made by municipal warrant, as with the payment of other claims. Reimbursements are then placed into the petty cash fund.

Other Petty Cash Requirements

The custodian of a petty cash fund must be bonded (as required by law to handle cash) and will be responsible at all times for the funds and purchases of the petty cash fund. Note: A surety bond for an employee's position (such as for police officers) may not cover handling cash. A separate bond may be required to handle cash for petty cash purposes.

The amount of cash in the fund paid for invoices and explanations for proper expenditures must always equal the total amount authorized to be in the petty cash fund.

There must be an accounting for the petty cash fund at the end of each fiscal year. This means the account should be closed out on the last day of the fiscal year and reissued for the next fiscal year. In circumstances where closeout is not practical, a cash count by the municipal auditor or other independent person and a verified reimbursement request for disbursed cash will be an acceptable alternative. This accounting is necessary to ensure that funds are on hand and that disbursements are recorded within the proper fiscal year's budget. The governing authorities of the municipality and the municipal auditor may also require an accounting at any time.

The governing authority must authorize the petty cash fund on an annual basis.

Prescribed Form

Following is the prescribed "Voucher for Reimbursement of Petty Cash Disbursements." The custodian must list the items, and amounts claimed on the voucher. The municipal clerk (accounting/bookkeeping department) must verify the amounts and insert proper classification of expenditure codes for budgetary control. Another form design or electronic record may be substituted for this form, provided documentation and authorizations are equivalent.

VOUCHER FOR REIMBURSEMENT OF PETTY CASH DISBURSEMENTS

From: _____
To: _____
_____

DEPARTMENT:

Item	Amount	Verification Accounting Code	Amount
	$		$
Total Amount Claimed	$	Total Amount Verified	$

I certify that the above amount claimed for petty cash disbursements for the period indicated is correct and that payment for any part thereof has not been received.

_____
Custodian Signature

_____
Verified By

Note: Attach all petty cash support (invoices, tickets, explanation, etc.) to the upper left corner of the voucher. Every item must be supported.

Petty Cash Fund to Account for Procurement of Evidence Requirements

During the course of procuring evidence, disbursements of a confidential nature may be required. However, the disbursement of public funds requires accountability. To maintain accountability and confidentiality, the following procedures should be followed:

Availability of Funds - Funds available for general law enforcement purposes may be used for procuring evidence. These include, but are not limited to, money from the general fund, Section 41-29-181 forfeitures, and Section 99-27-37 fine proceeds.

Appropriation of Funds - Appropriations for this purpose should be included in the law enforcement agency's budget(s).

Purpose of Funds - Such funds may be disbursed for, but are not limited to; disbursements related to surveillance, the purchase of investigative equipment, purchase of samples to be used as evidence, purchase of information pertaining to an investigation, and the defraying of living expenses of persons specially employed in investigations.

Disbursement of Funds - In order to maintain confidentiality, petty cash funds must be authorized by the law enforcement agency's governing authority:

A petty cash fund must be established in accordance with the Office of the State Auditor's regulations.

Confidential Record – Disbursements from the petty cash funds must be accounted for in a confidential record. This record must show the following information.

Each transaction
Amount paid
To whom paid
Date paid
Purpose of the transaction
Case number
Such other information as may be necessary to justify the transaction

The record must be available to persons designated by the Office of the State Auditor.

Other Requirements:
Disbursements from the petty cash funds must be made in accordance with purchase law bidding requirements. (Purchases of evidence and undercover living expenses do not require bids.)

Confidential disbursements may be supported with a summary of the total amounts spent. These amounts must be defined in sufficient detail to be charged against the appropriate budget items (supplies, contractual services, and charges or capital outlay).

Non-confidential disbursements must be supported with invoices or other evidence of justification for the expenditure, the same as for routine petty cash funds.

Equipment purchases must be recorded on the municipal fixed asset inventory and tagged appropriately.

25

ORDER AUTHORIZING THE MAYOR TO ACCEPT AND EXECUTE A VOLUNTARY GRANT REDUCTION WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS IN AN AMOUNT NOT TO EXCEED $2,065,754.92

WHEREAS, the City of Jackson receives federal HOME Investment Partnerships Program ("HOME") funds from the U.S. Department of Housing and Urban Development ("HUD") for eligible affordable housing activities; and

WHEREAS, HUD identified compliance concerns associated with HOME-funded activities recorded in the Integrated Disbursement and Information System ("IDIS") as Activity Nos. **2629, 2828, and 2765**, including issues related to the timely completion and monitoring of the activities; and

WHEREAS, HUD issued an Involuntarily Terminated Activities Findings of Noncompliance letter dated June 13, 2025, concerning the aforementioned activities; and

WHEREAS, a letter was submitted on August 22, 2025, for a Voluntary Grant Reduction ("VGR") to address the outstanding HOME obligations associated with these activities in the amount of $1,917,569.84;

WHEREAS, on September 24, 2026, a letter was sent by HUD subsequent to the City's response which indicated that the VGR associated with IDIS Activity Nos. 2629, 2828, and 2765 was being corrected and determined to be **$2,065,754.92,** consisting of the following amounts:

IDIS Activity	**Amount**
2765	$412,960.90
2828	$669,562.02
2629	$983,232.00
Total	**$2,065,754.92**

WHEREAS, the City proposes to satisfy the VGR through reductions to its HOME entitlement funds as follows:

HOME Program Year	**Entitlement Reduction**
2024	$664,723.00
2025	$664,723.00
2026	$736,308.92
Total	**$2,065,754.92**

WHEREAS, the City desires to resolve these longstanding HOME compliance matters, satisfy the outstanding VGR obligation, and continue strengthening its policies, procedures, monitoring, recordkeeping, written agreements, and overall administration of the HOME Program; and

Agenda Item # 25
October 20, 2026
(Brown, Horhn)

WHEREAS, HUD has requested that the City formally acknowledge and accept the revised VGR and that the Mayor execute the necessary correspondence on behalf of the City; and

WHEREAS, HUD also requested that the City of Jackson implement certain corrective actions based upon the findings including but not limited to developing policies and procedures to ensure timely completion of HOME activities, revising template contracts to align with HUD regulatory requirements, and participation in the E-Building HOME training; and

WHEREAS, the governing authorities find that resolving the outstanding HOME compliance matters and bringing the City into compliance with HUD requirements is in the best interest of the City of Jackson; and

WHEREAS, it is recommended that the City of Jackson forego the notice and hearing it would receive pursuant to 24 CFR §92.552 and accept the Voluntary Grant Reduction and implement the recommended corrective actions so that the City's status as a participating jurisdiction may continue.

IT IS, THEREFORE, ORDERED that the Mayor of the City of Jackson is hereby authorized to accept and execute, on behalf of the City of Jackson, the necessary documentation to effectuate a **Voluntary Grant Reduction in an amount not to exceed $2,065,754.92** in connection with HOME IDIS Activity Nos. 2629, 2828, and 2765.

IT IS ORDERED that the VGR shall be implemented from HOME entitlement funds for Program Years 2024, 2025, and 2026 in the amounts identified herein and shall be subject to HUD confirmation.

IT IS ORDERED that the Mayor is authorized to execute such letters, certifications, acknowledgments, and other documents as may be required by HUD to implement and complete the VGR.

IT IS FINALLY ORDERED that nothing herein shall authorize expenditures or obligations beyond those specifically authorized by the governing authorities or otherwise permitted by applicable federal, state, and local law.

Item#: _____
Agenda Date: _____
By: (Horhn)

MEMORANDUM

TO: John H. Horhn, Mayor

FROM: Celestial Gordon-Griffin
Office of Housing and Development

DATE: October 2, 2026

RE: Agenda Item for City Council Meeting

The attached agenda item authorizes the Mayor to ORDER accept and execute a voluntary grant reduction (VGR) with the U.S. Department of Housing and Urban Development for HOME Investment Partnerships Program funds in an amount not to exceed $2,065,754.92. The City previously submitted a VGR request to HUD on August 22, 2025. During HUD's subsequent review, the Department identified discrepancies in the calculation and distribution of the original VGR. HUD has now provided revised amounts that bring the total VGR obligation to **$2,065,754.92**.

The amounts associated with the affected activities are:

IDIS Activity	VGR Amount
2765	$412,960.90
2828	$669,562.02
2629	$983,232.00
Total	**$2,065,754.92**

Rather than using the City's General Fund to satisfy the obligation, the proposed resolution is to reduce HOME entitlement funding from Program Years 2024, 2025, and 2026.
This approach would allow the City to address the outstanding VGR obligation through HOME entitlement reductions, subject to HUD's final approval and confirmation.

Please let me know if you require any additional information prior to the Work Session or consideration of the Order.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/2/2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO ACCEPT AND EXECUTE A VOLUNTARY GRANT REDUCTION WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS IN AN AMOUNT NOT TO EXCEED $2,065,754.92 (ALL WARDS)**
2.	**Public Policy Initiative:** **Youth & Education** **Crime Prevention** **Changes in City Government** **Neighborhood Enhancement** **Economic Development** **Infrastructure and Transportation** **Quality of Life**	
3.	**Who will be affected**	Primarily low/moderate income persons and homeless persons
4.	**Benefits**	Starting over with a clean slate with HUD
5.	**Schedule (beginning date)**	Upon approval
6.	**Location:** **WARD** **CITYWIDE (yes or no) (area)** **Project limits if applicable**	Citywide- All Wards
7.	**Action implemented by:** **City Department X** **Consultant**	Office of Housing Community Development
8.	**COST**	$2,065,754.92
9.	**Source of Funding:** **General Fund** **Grant X** **Bond** **Other**	2024, 2025, 2026 HUD Funding
	EBO participation	ABE ___% WAIVER yes ___ no ___ N/A ___ AABE ___% WAIVER yes ___ no ___ N/A ___ WBE ___% WAIVER yes ___ no ___ N/A ___ HBE ___% WAIVER yes ___ no ___ N/A ___ NABE ___% WAIVER yes ___ no ___ N/A ___

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OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO ACCEPT AND EXECUTE A VOLUNTARY GRANT REDUCTION WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS IN AN AMOUNT NOT TO EXCEED $2,065,754.92** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure 10/12/20

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

Carrie Johnson, *Senior Deputy City Attorney*

U. S. Department of Housing and Urban Development
Jackson Field Office, Southeast / Caribbean
Dr. A. H. McCoy Federal Building, Room 910
100 West Capitol Street
Jackson, Mississippi 39269-1096

CORRECTED AND RE-ISSUED – SEPT. 24, 2026

The Honorable John Horhn
Mayor of Jackson, Mississippi
P.O. Box 17
219 S. President Street
Jackson, MS 39201

Subject: HOME Investment Partnership Programs (HOME)
Involuntarily Terminated Activities – Findings of Noncompliance

Dear Mayor Horhn:

The Jackson Field Office of Community Planning and Development (CPD) reviewed the documentation submitted by the City of Jackson (City) for three (3) HOME activities involuntarily terminated in HUD's Integrated Disbursement and Information System (IDIS) for failure to meet the four-year project completion deadline as required by §92.205(e)(2).

The City submitted documentation intended to serve as an explanation for the following terminated activities: 2629, 2765, and 2828. CPD acknowledges the City's efforts to address the flagged activies. Our office recognizes the importance of compliance with all applicable requirements and has carefully considered the explanation regarding the circumstances.

HUD uses IDIS activity data to track compliance with the four-year project completion requirement. Specifically, IDIS generates an "Involuntarily Terminated—Activity not completed within four years of Initial Funding Date" flag that blocks a HOME IDIS activity still in an "open" status four years after its initial funding date in the system.

If a HOME activity is blocked for not meeting the four-year project completion requirement, IDIS will not allow the participating jurisdiction (PJ) to make any changes to the activity, including editing set-up and accomplishment data, changing the activity status, increasing funding, or disbursing funds. These restrictions only affect the flagged involuntarily terminated activity. Activities #2629 and #2828 were involuntarily terminated in IDIS on April 1, 2022, and Activity #2765 was involuntarily terminated on April 23, 2022.

This letter transmits HUD's review results and identifies five (5) Findings that require corrective action based on the non-compliance with commitment requirements, ineligible costs, written agreement deficiencies, etc. A Finding is a deficiency in program performance based on a violation of a statutory or regulatory requirement. A Concern is a deficiency in program performance that is not based on a statutory or regulatory requirement but is brought to the grantee's attention. Corrective Actions to address the noncompliance are identified for all Findings. Recommended Corrective Actions are identified for Concerns.

FINDING #1: Failure to Meet the HOME Four-Year Project Completion Deadline

ACTIVITIES 2828, 2629, 2765

Condition: The City failed to complete three (3) HOME activities by the four-year project completion deadline based on the dated signatures on the HOME written agreement.

Criteria: §92.205(e)(2) completion deadline; §92.504(a) participating jurisdiction responsibilities

Cause: The PJ did not monitor progress or track the four-year deadline for the three IDIS activities and did not complete the projects timely in IDIS.

Effect: HOME activities were automatically blocked in IDIS, which prevented the PJ from taking any further actions in IDIS related to the activities, including submitting vouchers for drawdowns of HOME funds and entering project completion information or completing the activity in IDIS. The City did not ensure that HOME funds were expended on eligible activities in accordance with 24 CFR §92.

Corrective Actions: To address this finding, the City of Jackson is requested to take the following actions:

1. The City must submit written policies and procedures which outline how the PJ will monitor compliance with the four-year project completion requirement for all HOME funded projects.
2. Request a Voluntary Grant Reduction (VGR) on its HOME appropriation **or** repay the HOME Program grant funds expended on ineligible costs, in the amount of $2,065,754.72 from non-federal funds.

Activity Description	Activity ID	IDIS Activity Status	Funded Amount	Drawn Amount	Ineligible Amount
Rehabilitation	2629	Blocked	$983,232.00	$983,232.00	$983,232.00
Reconstruction	2828	Blocked	$669,562.02	$669,562.02	$597,976.80
New Construction	2765	Blocked	$412,960.90	$412,960.90	$412,960.90
Total			**$2,065,754.72**	**$2,065,754.72**	**$2,065,754.72**

3. The City shall provide documentation showing the funds that have been returned to the HOME grant account in the Line of Credit Control System (LOCCS). This is the required repayment method when a reasonable amount of time remains to expend the funds before the account cancellation at the end of the fiscal year of the appropriation.
    a. Returning Grant Funds via Wire Transfer - Any remittance to the line of credit of $2,000 or more must be sent via wire transfer (or pay.gov, see below). Wire transfer payments must be sent using the Department of U.S. Treasury's Financial Communications System (TFCS).
    b. For funds and deposit messages to be routed correctly and efficiently, all wire transfer messages should conform to the applicable structured format described below. All wire transfers must be returned through the participant's local financial institution. If the local financial institution is not a member of the TFCS, it must have a correspondent bank relationship with a member bank that will transfer the funds by wire to the Treasury.
4. Complete the corrective actions within 60 days of the date of this letter.

FINDING #2: Deficiencies in HOME Written Agreements

ACTIVITY 2828

Condition: Provisions in HOME written agreements did not meet the requirements outlined in 24 CFR 92.504. The written agreements failed to include resale or recapture provisions, and the City did not produce documentation to satisfy the deficiency when requested. The written agreements lacked addresses and budgets, included incorrect citations for uniform administrative requirements, and erroneously included CDBG citations. Further, the written agreements failed to include a provision permitting Habitat for Humanity the right of first refusal, as outlined in 24 CFR 92.254(b)(3).

Criteria: 24 CFR 92.504(c)

Cause: The participating jurisdiction's written agreement did not ensure compliance with regulatory requirements because of limited staff resources, limited training, and a lack of internal monitoring.

Effect: Written agreements included inaccurate information and lacked necessary provisions, which may result in funds being used for ineligible activities and fewer households assisted.

Corrective Actions: Within 60 days of the date of this letter, the City is requested to take the following actions:

1. Submit a written agreement template to HUD that aligns with the HOME regulatory requirements. The City's internal general counsel should be consulted and review the agreement template.
2. Staff working on the HOME Program (including appropriate management) should participate in the E-Building HOME training. The training is located on the HUD Exchange at: https://www.hudexchange.info/trainings/building-home/.

ACTIVITY 2629

Condition: Provisions in HOME written agreements did not meet the requirements outlined in 24 CFR 92.504. The City submitted six (6) project agreements with homeowners to support costs in the "development agreement." The addresses do not match addresses in the "development agreement." The address on the homeowner agreement for 2905 Macy Street differs from the address on the written agreement between the City of Jackson and Mississippi Housing Partnership, which shows that the project address is 2911 Macy Street.

The agreements incorrectly cite homebuyer program requirements for a homeowner rehabilitation program and include outdated citations for uniform administrative requirements. Further, the City failed to provide a written agreement with the homeowners at 211 N. Alabama Street and 255 Holland Avenue and could not produce the scope of work to determine the eligibility for the costs associated with the homeowner at 218 Columbus Street.

Criteria: 24 CFR 92.504(c)

Cause: The participating jurisdiction's written agreement did not ensure compliance with regulatory requirements because of limited staff resources, limited training, and a lack of internal monitoring.

Effect: HUD's review of the written agreements identified several deficiencies, including discrepancies between the addresses in IDIS and the addresses provided on the written agreements. Further, the scope of

work for the Homeowner Rehabilitation Program was not clearly defined, the provisions for entering into an agreement with another entity were not included, the budget lacked sufficient details, and the agreement cited incorrect remedies for noncompliance.

Corrective Actions: Within 60 days of the date of this letter, the City is requested to submit a written agreement template to HUD that aligns with HOME regulatory requirements and includes current citations for uniform administrative requirements. The City's internal general counsel should be consulted and review the agreement template.

ACTIVITY 2765

Condition: Provisions in HOME written agreements did not meet the requirements outlined in 24 CFR 92.504. The written agreement included outdated citations for uniform administrative requirements. Further, the City failed to amend the written agreements after changing the scope of the project from three units to two units.

Criteria: 24 CFR 92.504(c)

Cause: The participating jurisdiction's written agreement did not ensure compliance with regulatory requirements because of limited staff resources, limited training, and a lack of internal monitoring.

Effect: Written agreements included inaccurate information and lacked necessary provisions, which may result in funds being used for ineligible activities and fewer households assisted.

Corrective Actions: Within 60 days of the date of this letter, submit a written agreement template to HUD that aligns with HOME regulatory requirements and includes current citations for uniform administrative requirements. The City's internal general counsel should be consulted and review the agreement template.

FINDING #3: Ineligible Use of HOME Funds

ACTIVITY 2828

Condition: The activity includes repayment for travel expenses that were not directly related to the development or operation of a specific HOME-assisted project. The costs did not meet the criteria regarding eligible administrative and planning costs.

Criteria: 24 CFR 92.208

Cause: The ineligible use of funds occurred due to a lack of adequate internal controls and insufficient understanding of HOME program cost eligibility requirements among program staff.

Effect: As a result of the ineligible use of funds, federal HOME dollars were used for unallowable purposes, reducing the amount of funding available for eligible affordable housing activities.

Corrective Action: To address this finding, the City of Jackson is requested to take the following actions:

1. Within 60 days of receipt of this letter, request a Voluntary Grant Reduction (VGR) from its HOME appropriation in the full amount of the ineligible travel expenses **or** repay the full amount using non-federal dollars *(Follow repayment procedures outlined in Finding #1).*
2. Within 60 days of receipt of this letter, develop and implement written policies and procedures to ensure compliance with the cost eligibility requirements under 24 CFR 92.208.

ACTIVITY 2629

Condition: Mississippi Housing Partnership is interchangeably identified as the subrecipient and developer for Activity #2629. The contract provides for a developer's fee and a developer role does not exist under homeowner rehab programs.

Criteria: 24 CFR 92.504(c)(2)

Cause: The City incorrectly applied cost principles associated with HOME homebuyer activities to a homeowner rehab activity. This misapplication was due to inadequate knowledge of HOME program distinctions regarding eligible project costs.

Effect: The City of Jackson paid a developer fee to a subrecipient who is also acting as a developer in a HOME program.

Corrective Action: To address this finding, the City of Jackson is requested to take the following actions:

1. Within 60 days of receipt of this letter, request a Voluntary Grant Reduction (VGR) from its HOME appropriation in the full amount of the ineligible developer's fee **or** repay the full amount using non-federal dollars *(Follow repayment procedures outlined in Finding #1).*
2. Within 60 days of receipt of this letter, develop written guidance clarifying that developer fees are not allowable in homeowner rehab activities.

ACTIVITY 2765

Condition: The activity includes repayment for travel expenses that were not directly related to the development or operation of a specific HOME-assisted project. The costs did not meet the criteria regarding eligible administrative and planning costs.

Criteria: 24 CFR 92.208

Cause: The ineligible use of funds occurred due to a lack of adequate internal controls and insufficient understanding of HOME program cost eligibility requirements among program staff.

Effect: As a result of the ineligible use of funds, federal HOME dollars were used for unallowable purposes, reducing the amount of funding available for eligible affordable housing activities.

Corrective Action: To address this finding, the City of Jackson is requested to take the following actions:

1. Within 60 days of receipt of this letter, request a Voluntary Grant Reduction (VGR) from its HOME appropriation in the full amount of the ineligible travel expenses **or** repay the full amount using non-federal dollars *(Follow repayment procedures outlined in Finding #1).*
2. Within 60 days of receipt of this letter, develop and implement written policies and procedures to ensure compliance with the cost eligibility requirements under 24 CFR 92.208.

FINDING #4: Inaccurate Period of Affordability

ACTIVITY 2765

Condition: The City failed to produce proper documentation imposing the correct affordability period.

Criteria: 24 CFR 92.252(d); 24 CFR 92.252(e)

Cause: The City incorrectly identified the affordability standard for new construction rental projects, which require a 20-year period of affordability.

Effect: The City may lack authority to enforce compliance during years 16-20.

Corrective Action: Within 60 days of receipt of this letter, the City of Jackson must update and/or create a written agreement template that aligns with the HOME regulations and accurately identifies the correct affordability period based on the applicable program requirements. The City's internal general counsel should be consulted and review the agreement template.

FINDING #5: Failure to Identify Mechanism for Securing Affordability

ACTIVITY 2765

Condition: HUD requested that the City submit documentation showing that HOME funds advanced to the project will be secured by an appropriate land covenant or other appropriate legal documentation, as required by Part 92. The City provided the homeowner's (Cheryl Riley) warranty deed. The City failed to identify the specific mechanism for securing the affordability period.

Criteria: 24 CFR 92.504(c)(3)(vi); 24 CFR 92.252(d)

Cause: The City did not satisfy the requirement that the PJ must specify the mechanism for securing affordability and the mechanism must be a recorded deed restriction, land covenant, use restriction, or other mechanism approved by HUD under which the PJ can require specific performance.

Effect: The warranty deed provided by the City does not meet the requirement for having restrictions on the unit. Without affordability restrictions, the activity is not a valid HOME project.

Corrective Action: To address this finding, within 60 days of receipt of this letter, the City must develop policies and procedures to ensure compliance with affordability requirements including recordation of affordability restrictions. The City's internal general counsel should also be consulted and review the agreement template.

CONCLUSION

Please respond to the findings identified in this letter, in accordance with the response timeframes outlined above. In addition, within 30 days from the date of this letter, you may provide additional information documenting that, contrary to the identified findings, you can demonstrate compliance with the requirements outlined in the findings. If you fail to respond within 30 days, or if the response is unsatisfactory to HUD, you must undertake corrective actions. Similarly, if you have any technical corrections to HUD's determinations or conclusions outlined in this letter, please address these issues in writing to the Department within 30 days of the date of this letter. Your written communication should explain the needed correction, along with supporting evidence. All communications should be sent to the attention of Claudine Ervin, Sr. CPD Representative, or Ashley Lowe, CPD Director of the Jackson Field Office.

I would like to thank your staff for their professionalism and cooperation during this review period for the involuntarily terminated activities. We are available to discuss the above determinations. If you would like a meeting, please provide your availability. Further, technical assistance is available through HUD Exchange for the HOME Program or you may contact our office for additional training needs at ashley.t.lowe@hud.gov or claudine.ervin@hud.gov.

Sincerely,

Ashley Lowe, Director
Office of Community Planning and Development
Jackson Field Office

Department of Planning and Development

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

September 28, 2026

Ms. Ashley Lowe
Director, Community Planning & Development Division
U. S. Department of Housing and Urban Development
100 West Capitol Street, Room 910
Jackson, Mississippi 39269-1096

Dear Ms. Lowe:

Please accept this letter as the City of Jackson's revised request for a Voluntary Grant Reduction (VGR) in the amount of $2,065,754.92. This request applies to HOME activities #2629, #2828, and #2765 in the Integrated Disbursement and Information System (IDIS).

This request is a resubmission of the VGR previously submitted to the U.S. Department of Housing and Urban Development (HUD) on August 22, 2025. The resubmission is necessary to correct the program-year funding sources and amounts to be reduced following HUD's recalculation.

Activities and Reimbursement Amount

2765	**$412,960.90**
2828	**$669,562.02**
2629	**$983,232.00**

Previously Proposed Distribution

HOME Program Year	Entitlement Funds to be Reduced
2024	$608,176.07
2025	$609,831.75
2026	$699,562.02
Total	**$1,917,569.84**

Revised and Final Distribution

HOME Program Year	Entitlement Funds to be Reduced
2024	$664,723.00
2025	$664,723.00
2026	$736,308.92
Total	**$2,065,754.92**

As outlined in HUD's Involuntarily Terminated Activities Findings of Noncompliance letter dated June 13, 2025, activities #2629, #2828, and #2765 was not properly monitored to ensure compliance with the applicable four-year deadline. As a result, the activities were not completed

timely in IDIS in accordance with the requirements cited by HUD under 24 CFR § 92.205(e)(2) and § 92.504(a).

City staff have worked with HUD to identify potential solutions to resolve these longstanding matters and restore full regulatory compliance. Based upon those discussions and HUD's guidance, the City has determined that proceeding with the VGR is the appropriate course of action.

If HUD approves the requested VGR, the City acknowledges that any future revision to the VGR will require the submission of a new request. The City further acknowledges that, should sufficient HOME entitlement funds not be available due to the City's grantee status or otherwise, the City will satisfy any remaining repayment obligation with non-Federal funds.

The City also hereby waives its rights to notice and hearing as provided under 24 CFR § 92.552, subject to confirmation by the City's Legal Department.

This revised request is intended to resolve the outstanding VGR matter associated with the identified activities and accurately reflect the HOME program-year funds to be reduced.

If you have any questions or require additional information, please contact Dr. Marcus Chanay at 601-960-2363 or mchanay@jacksonms.gov. Thank you for your consideration and continued assistance as the City works to resolve these outstanding matters and strengthen its HOME program compliance.

Thank you for your consideration.

Sincerely,

Honorable John Horhn, Mayor of Jackson
CITY OF JACKSON, MISSISSIPPI

CC:
Claudine Ervin, Senior CPD Representative
Celestial Gordon-Griffin, Housing Manager

26

ORDER RATIFYING THE PROCUREMENT OF PRODUCE USED TO FEED ANIMALS LOCATED AT THE JACKSON ZOOLOGICAL PARK FROM ROBERTSON PRODUCE OF MISSISSIPPI, LLC AND AUTHORIZING PAYMENT FOR THE PRODUCE

OFFICE OF THE CITY ATTORNEY
10/13/2026

WHEREAS, this order ratifies the City's purchase of produce from Robertson Produce of Mississippi, LLC to feed the animals at the Jackson Zoological Park and authorizes payment for that produce; and

WHEREAS, the procurement of a term bid to supply produce for the animals located at the Jackson Zoological Park was delayed and the animals were in need of food; and

WHEREAS, the City procured produce from Robertson Produce of Mississippi, LLC, who held the previous term contract, to feed the animals until a new term contract was procured; and

WHEREAS, Robertson Produce of Mississippi, LLC delivered produce to the Jackson Zoological Park on four occasions and submitted four invoices for the produce it delivered; and

WHEREAS, the invoices submitted were as follows:

Invoice No.	Date	Amount
08282026	August 28, 2026	$1,073.25
09042026	September 4, 2026	$941.50
09112026	September 11, 2026	$941.25
09182026	September 18, 2026	$1,017.25
Total		$3,973.25

and copies of the four invoices are attached hereto and incorporated into this Order; and

WHEREAS, the Human and Cultural Services, Parks and Recreation Division was unable to procure this produce through the normal purchase order process due to the Munis ERP system being inaccessible following an attempted cyberattack on the City's network; and

WHEREAS, the purchases of this produce could not be delayed due to the requirement that the animals be fed regularly to maintain their health; and

WHEREAS, the produce shown on the invoices was received by the Jackson Zoological Park and used to feed the animals; and

WHEREAS, the Parks and Recreation Division recommends ratifying the procurement and paying these invoices, under the circumstances stated above, to ensure the City's continued ability to purchase produce from Robertson Produce of Mississippi, LLC.

IT IS, THEREFORE, ORDERED that the procurement of the produce reflected in the four invoices attached hereto and listed in this order, totaling $3,973.25, is ratified.

Agenda Item # 26
October 20, 2026
(Stimley, Horhn)

IT IS FURTHER ORDERED that payment to Robertson Produce of Mississippi, LLC totaling $3,973.25 for produce delivered to the Jackson Zoological Park, consistent with the attached invoices, is authorized.

Office of the City Attorney

455 East Capitol Street
Post Office Box [illegible]
Jackson, Mississippi [illegible]779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING THE PROCUREMENT OF PRODUCE USED TO FEED ANIMALS LOCATED AT THE JACKSON ZOOLOGICAL PARK FROM ROBERTSON PRODUCE OF MISSISSIPPI, LLC AND AUTHORIZING PAYMENT FOR THE PRODUCE** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

10/14/24
DATE

Terry Williamson, *Legal Counsel* TW

Robertson PRODUCE

318-387-5647 • Monroe, LA



Robertson Produce (Clinton)
1530 Clinton Business Park Dr
Clinton, MS 39056

Phone: (601)708-5147

Quote 08282026

Customer	CITJAC
Date	8/28/2026

Bill To:	Ship To:
ROBERTSON PRODUCE OF MS LLC 101 HORSESHOE LAKE ROAD MONROE, LA 71203	THE JACKSON ZOO 2918 WEST CAPITAL STREET JACKSON, MS 39209

Order	Ship	Item	Description		Unit Price	Extended Amount
5		00063	APPLE RED DEL	88 CT	$ 45.00	$ 225.00
5		00112	BANANAS PREMIUM	40 LB	$ 26.50	$ 132.50
1		00259	CARROT JUMBO SACK	50 LB	$ 40.75	$ 40.75
2		00385	CORN YELLOW/BICOLOR	48 CT	$ 50.75	$ 101.50
4		00864	ORANGE 80/88CT	35 LB	$ 45.25	$ 181.00
4		00125	ROMAINE	24 CT	$ 46.50	$ 186.00
5		01427	SWEET POTATO JUMBO	40 LB	$ 30.50	$ 152.50
1		00514	GRAPE RED FLAME	18 LB	$ 48.50	$ 48.50
1		01536	FUEL CHARGE		$ 5.50	$ 5.50
					Subtotal	$ 1,073.25
					Tax	
					Total	$ 1,073.25

Robertson PRODUCE

318-387-5647 • Monroe, LA

Robertson Produce (Clinton)
1530 Clinton Business Park Dr
Clinton, MS 39056

Phone: (601)708-5147

Quote 09042026

Customer	CITJAC
Date	9/4/2026

Bill To:	Ship To:
ROBERTSON PRODUCE OF MS LLC 101 HORSESHOE LAKE ROAD MONROE, LA 71203	THE JACKSON ZOO 2918 WEST CAPITAL STREET JACKSON, MS 39209

Order	Ship	Item	Description		Unit Price	Extended Amount
5		00063	APPLE RED DEL	88 CT	$ 45.00	$ 225.00
5		00112	BANANAS PREMIUM	40 LB	$ 26.50	$ 132.50
1		00259	CARROT JUMBO SACK	50 LB	$ 40.75	$ 40.75
1		00385	CORN YELLOW/BICOLOR	48 CT	$ 48.75	$ 48.75
4		00864	ORANGE 80/88CT	35 LB	$ 45.25	$ 181.00
4		00125	ROMAINE	24 CT	$ 46.50	$ 186.00
4		01427	SWEET POTATO JUMBO	40 LB	$ 30.50	$ 122.00
1		01536	FUEL CHARGE		$ 5.50	$ 5.50
					Subtotal	$ 941.50
					Tax	
					Total	$ 941.50

Robertson PRODUCE

318-387-5647 • Monroe, LA



Robertson Produce (Clinton)
1530 Clinton Business Park Dr
Clinton, MS 39056

Phone: (601)708-5147

Quote 09112026

Customer	CITJAC
Date	9/11/2026

Bill To:	Ship To:
ROBERTSON PRODUCE OF MS LLC 101 HORSESHOE LAKE ROAD MONROE, LA 71203	THE JACKSON ZOO 2918 WEST CAPITAL STREET JACKSON, MS 39209

Order	Ship	Item	Description		Unit Price	Extended Amount
5		00063	APPLE RED DEL	88 CT	$ 45.00	$ 225.00
5		00112	BANANAS PREMIUM	40 LB	$ 26.50	$ 132.50
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1		00385	CORN YELLOW/BICOLOR	48 CT	$ 48.50	$ 48.50
4		00864	ORANGE 80/88CT	35 LB	$ 45.25	$ 181.00
4		00125	ROMAINE	24 CT	$ 46.50	$ 186.00
4		01427	SWEET POTATO JUMBO	40 LB	$ 30.50	$ 122.00
1		01536	FUEL CHARGE		$ 5.50	$ 5.50
					Subtotal	$ 941.25
					Tax	
					Total	$ 941.25

Robertson PRODUCE

318-387-5647 • Monroe, LA



Robertson Produce (Clinton)
1530 Clinton Business Park Dr
Clinton, MS 39056

Phone: (601)708-5147

Quote 09182026

Customer	CITJAC
Date	9/18/2026

Bill To:	Ship To:
ROBERTSON PRODUCE OF MS LLC 101 HORSESHOE LAKE ROAD MONROE, LA 71203	THE JACKSON ZOO 2918 WEST CAPITAL STREET JACKSON, MS 39209

Order	Ship	Item	Description		Unit Price	Extended Amount
5		00063	APPLE RED DEL	88 CT	$ 45.00	$ 225.00
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4		00864	ORANGE 80/88CT	35 LB	$ 45.25	$ 181.00
4		00125	ROMAINE	24 CT	$ 46.50	$ 186.00
5		01427	SWEET POTATO JUMBO	40 LB	$ 30.50	$ 152.50
1		01536	FUEL CHARGE		$ 5.50	$ 5.50
					Subtotal	$ 1,017.25
					Tax	
					Total	$ 1,017.25

CITY COUNCIL AGENDA ITEM DATA SHEET **DATE: October 13, 2026**

	POINTS	COMMENTS
1.	**Brief Description**	ORDER RATIFYING THE PROCUREMENT OF PRODUCE USED TO FEED ANIMALS LOCATED AT THE JACKSON ZOOLOGICAL PARK FROM ROBERTSON PRODUCE OF MISSISSIPPI, LLC AND AUTHORIZING PAYMENT FOR THE PRODUCE
2.	**Public Policy Initiative** **Youth & Education** **Crime Prevention** **Changes in City Government** **Neighborhood Enhancement** **Economic Development** **Infrastructure and Transportation** **Quality of Life**	7. Quality of Life
3.	**Who will be affected**	Animals located at the Jackson Zoological Park
4.	**Benefits**	Allowed the regular feeding of the animals, which maintains their health
5.	**Schedule (beginning date)**	Payment will be placed on the Claims Docket at the next City Council meeting.
6.	**Location:** **WARD** **CITYWIDE (yes or no) (area)** **Project limits if applicable**	Ward 5 No
7.	**Action implemented by:** **City Department** ■ **Consultant** ☐	Human and Cultural Services, Parks and Recreation Division
8.	**COST**	$3,973.25
9.	**Source of Funding** **General Fund** ■ **Grant** ☐ **Bond** ☐ **Other** ☐	390.498.00-6214

Human and Cultural Services
Parks and Recreation Division
P. O. Box 17
Jackson, MS 39205 0017
Phone: 601-960-0471

MEMORANDUM

TO: Hon. John Horhn, Mayor

FROM: Kahrna Stimley, Ed.S., Interim Director
Human and Cultural Services

DATE: October 13, 2026

RE: Ratification of Procurement of Produce to Feed Animals at the Zoo

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This agenda item ratifies the procurement of produce from Robertson Produce of Mississippi, LLC to feed the animals located at the Jackson Zoological Park. Due to the outage of the Munis ERP system, the Parks and Recreation Division was unable to process purchase orders for produce to feed the animals. The animals need to be fed regularly to maintain their health. Since the needed food could not be procured using the usual purchase order process, the purchases from Robertson Produce of Mississippi, LLC must be ratified by the City Council and their payment authorized.

The following invoices, totaling $3,973.25, need to be ratified and their payment authorized:

Invoice No.	Date	Amount
08282026	August 28, 2026	$1,073.25
09042026	September 4, 2026	$941.50
09112026	September 11, 2026	$941.25
09182026	September 18, 2026	$1,017.25
Total		$3,973.25

The Department of Human and Cultural Services recommends ratification of the procurement of the produce and payment of the invoices.

Please contact me if you have any questions.

27

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND RELATED DOCUMENTS WITH CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT AREA AGENCY ON AGING ("CMPDD") TO ACCEPT GRANT FUNDS TO SUPPORT CONGREGATE MEALS, HOME-DELIVERED MEALS, TRANSPORTATION, AND OUTREACH PROGRAMS OF THE CITY OF JACKSON AND AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS

WHEREAS, since 1972, the City of Jackson has offered congregate meals, home-delivered meals, transportation, and outreach services to elderly individuals; and

WHEREAS, the CMPDD, which serves the elderly population in Hinds county, offers grant funding to provide congregate meals, home-delivered meals, transportation, and outreach services to elderly individuals; and

WHEREAS, the CMPDD awarded the City of Jackson federal funds in the amount of Four Hundred Eight Thousand and Sixty-Three Dollars and No Cents ($408,063.00) and state funds in the amount of Five Thousand Six Hundred Ninety-Four Dollars ($5,694.00) to assist with outreach, transportation, home delivery of meals, congregate meals, etc.; and

WHEREAS, program participants are anticipated to contribute program funds in the amount of One Thousand Three Hundred Fifty-Two Dollars ($1,352.00); and

WHEREAS, the Department proposes to provide a local cash match from its general fund appropriation of Three Hundred Sixty-Nine Thousand Six Hundred Eighty-Nine Dollars and No Cents ($369,689.00); and

WHEREAS, the Central Mississippi Planning and Development District proposes that the City of Jackson enter into a one-year agreement commencing on October 1, 2026, and expiring on September 30, 2027; and

WHEREAS, the City of Jackson must submit a request for funds by the 5th calendar day of each month to receive monthly reimbursement under the agreement; and

WHEREAS, the CMPDD will reimburse the City no more than the federal and state amount as listed in the contract; and

WHEREAS, the City shall maintain Workers' Compensation insurance which shall insure to the benefit of all City personnel performing services under this Agreement; and

WHEREAS, prior to the disbursement of funds to the City, the City will procure a fidelity bond (employee dishonesty bond) for an amount of not less than 25% of the total amount of the cost of the contract without regard to the amount of the deductible; and

WHEREAS, if this contract is terminated for cause or convenience by the CMPDD or the City, the City will be entitled to an amount of federal funds which is equal to actual allowable, reasonable expenses incurred by the City in the performance of this contract, upon proper documentation that the matching share, if any, has been provided by the Contractor or designated donor. Any one-time or pre-paid expenses incurred, which may be reasonably pro-rated or proportionately refunded by the vendor(s), may, at the option of the CMPDD, become the property of the CMPDD; and

WHEREAS, the contract is subject to the availability of state and federal funds, and to the successful operation of the program funded under the contract; and

WHEREAS, the City does not agree to the indemnity provision of the contract at paragraph 10. on page eight (8) because the Office of the Mississippi Attorney General has repeatedly opined that the state and its subdivisions cannot assume contingent liability of other entities, which includes agreeing to indemnify another party to a contract. See, e.g., Miss. AG Op., Primeaux (February 26, 1992), 1992 WL 614595; Miss. AG Op., McFatter (September 6, 2002), 2002 WL 31663364; and

WHEREAS, Section 21-17-5 of the Mississippi Code Annotated (1972), as amended, states that the governing authorities of every municipality in the state shall have the care, management, and control of municipal affairs and its property and finances and may adopt orders, resolutions, or ordinances with respect to same 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, the power granted to governing authorities of municipalities by Section 21-17-5 is complete without the existence of or reference to any specific authority granted in any other statute or law of the State of Mississippi; and

WHEREAS, the Department of Human and Cultural Services recommends that the City Council for the City of Jackson authorize the Mayor to execute a contract and related documents with CMPDD to accept grant funds to support the congregate meals, home-delivered meals, transportation, and outreach programs and authorizing the contribution of matching funds.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with CMPDD to accept grant funds to support the congregate meals, home-delivered meals, transportation, and outreach programs, and authorizing the contribution of matching funds.

IT IS FURTHER ORDERED that the Department of Human and Cultural Services is authorized to provide Three Hundred Sixty-Nine Thousand Six Hundred Eighty-Nine Dollars and No Cents ($369,689.00) from the general fund as the matching contribution.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any document(s) and/or agreement(s) that may be needed to effectuate this Order.

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 10/13/20

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND RELATED DOCUMENTS WITH CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT AREA AGENCY ON AGING ("CMPDD") TO ACCEPT GRANT FUNDS TO SUPPORT CONGREGATE MEALS, HOME-DELIVERED MEALS, TRANSPORTATION, AND OUTREACH PROGRAMS OF THE CITY OF JACKSON AND AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

SONDRA MONCURE, SPECIAL ASSISTANT

10/13/20

DATE

Terry Williamson, *Legal Counsel*

AGENDA ITEM DATA SHEETDATE: **October 6, 2026**
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND RELATED DOCUMENTS WITH CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT AREA AGENCY ON AGING ("CMPDD") TO ACCEPT GRANT FUNDS TO SUPPORT CONGREGATE MEALS, HOME-DELIVERED MEALS, TRANSPORTATION, AND OUTREACH PROGRAMS OF THE CITY OF JACKSON AND AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS**
2.	**Public Policy Initiative** o **Youth & Education** o **Crime Prevention** o **Changes in City Government** o **Neighborhood Enhancement** o **Economic Development** o **Infrastructure and Transportation** o **Quality of Life**	Neighborhood Enhancement Economic Development Infrastructure & Transportation Quality of Life
3.	**Who will be affected**	Elderly residents of Jackson
4.	**Benefits**	Elderly residents will have access to meals, transportation necessary for social activities and medical care, and other outreach services targeted to the elderly
5.	**Schedule** **(Beginning date)** **(Completion date)**	**Beginning date**: October 1, 2026 **Completion date:** September 30, 2027
6.	**Location:** **Ward:** **CITYWIDE (yes or no)** **(area)** **Project limits if applicable**	Citywide – ALL WARDS
7.	**Action implemented by:** o **Mayor's Office** o **City Department** o **Consultant**	Department of Human and Cultural Services
8.	**COST**	**Total contract: $784,798.00** Federal funds: $408,063.00 State funds: $5,694.00 Program income: $1,352.00 **City local cash match: $369,689.00**
9.	**Source of Funding** o **General Fund** o **Enterprise** o **Grant** o **Bond** **Other**	CMPDD Area Agency on Aging grant funds; State of Mississippi funds; program income; and City of Jackson General Fund for the required local cash match.

MEMORANDUM

To: **Hon. John Horhn, Mayor**

From: **Kahrna C. Stimley, Ed.S.**
Interim Director
Department of Human and Cultural Services

Date: **October 6, 2026**

Subject: **Central Mississippi Planning and Development District Area Agency on Aging FY 2027 Contract**

This agenda item will authorize the Mayor to execute a contract and related documents with the Central Mississippi Planning and Development District Area Agency on Aging (CMPDD) to support congregate meals, home-delivered meals, transportation, and outreach services to elderly residents of the City of Jackson for Fiscal Year 2026-2027.

The City has been providing these programs to elderly residents of Jackson since 1972. For Fiscal Year 2026 - 2027, CMPDD has awarded the City $408,063.00 in federal funds and $5,694.00 in State of Mississippi funds. The contract also includes $1,352.00 in program income. The City's required local cash match is $369,689.00, which will be provided from the general fund.

The contract period begins October 1, 2026 and ends September 30, 2027. These funds will support services that provide elderly residents with access to congregate and home-delivered meals, transportation, and outreach services throughout the City.

The Department of Human and Cultural Services recommends approval of this agenda item by the City Council and authorization for the Mayor to execute the contract and any related documents necessary to effectuate the agreement.

Should you have questions or concerns regarding this matter, please do not hesitate to notify me.

ITEM 10 POINT DATA SHEET

CITY COUNCIL AGENDA
DATE: October 6, 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND RELATED DOCUMENTS WITH CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT AREA AGENCY ON AGING ("CMPDD") TO ACCEPT GRANT FUNDS TO SUPPORT CONGREGATE MEALS, HOME-DELIVERED MEALS, TRANSPORTATION, AND OUTREACH PROGRAMS OF THE CITY OF JACKSON AND AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS. (ALL WARDS)**
2.	**Public Policy Initiative** o **Youth & Education** o **Crime Prevention** o **Changes in City Government** o **Neighborhood Enhancement** o **Economic Development** o **Infrastructure and Transportation** o **Quality of Life**	Neighborhood Enhancement Economic Development Infrastructure & Transportation Quality of Life
3.	**Who will be affected**	Elderly residents of Jackson
4.	**Benefits**	Elderly residents will have access to meals, transportation necessary for social activities and medical care, and other outreach services targeted to the elderly
5.	**Schedule** **(Beginning date)** **(Completion date)**	**Beginning date**: October 1, 2026 **Completion date** : September 30, 2027
6.	**Location:** **Ward:** **CITYWIDE (yes or no)** **(area)** **Project limits if applicable**	Citywide – ALL WARDS
7.	**Action implemented by:** o **Mayor's Office** o **City Department** o **Consultant**	Department of Human and Cultural Services
8.	**COST**	**Total contract: $784,798.00** Federal funds: $408,063.00 State funds: $5,694.00 Program income: $1,352.00 **City local cash match: $369,689.00**
9.	**Source of Funding** o **General Fund** o **Enterprise** o **Grant** o **Bond** **Other**	CMPDD Area Agency on Aging grant funds; State of Mississippi funds; program income; and City of Jackson General Fund for the required local cash match.

STIMLEY, HORHN

Human & Cultural Services

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

John A. Horhn
Mayor of the City of Jackson

MEMORANDUM

To: **Hon. John Horhn, Mayor**
From: **Kahrna C. Stimley, Ed.S.**
Interim Director
Department of Human and Cultural Services

Date: **October 6, 2026**

Subject: **Central Mississippi Planning and Development District Area Agency on Aging FY 2027 Contract**

This agenda item will authorize the Mayor to execute a contract and related documents with the Central Mississippi Planning and Development District Area Agency on Aging (CMPDD) to support congregate meals, home-delivered meals, transportation, and outreach services to elderly residents of the City of Jackson for Fiscal Year 2026-2027.

The City has been providing these programs to elderly residents of Jackson since 1972. For Fiscal Year 2026 - 2027, CMPDD has awarded the City $408,063.00 in federal funds and $5,694.00 in State of Mississippi funds. The contract also includes $1,352.00 in program income. The City's required local cash match is $369,689.00, which will be provided from the general fund.

The contract period begins October 1, 2026 and ends September 30, 2027. These funds will support services that provide elderly residents with access to congregate and home-delivered meals, transportation, and outreach services throughout the City.

The Department of Human and Cultural Services recommends approval of this agenda item by the City Council and authorization for the Mayor to execute the contract and any related documents necessary to effectuate the agreement.

Should you have questions or concerns regarding this matter, please do not hesitate to notify me.

Kahrna C. Stimley, Ed.S.
Interim Director
Department of Human and Cultural ServICES

CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT
AREA AGENCY ON AGING

STATE OF MISSISSIPPI
COUNTY OF: CITY OF JACKSON

CONTRACT FOR CITY OF JACKSON

1. Parties - The parties to this Contract are Central Mississippi Planning and Development District/Area Agency on Aging (herein called the "Agency") and City of Jackson (herein called "Contractor").

2. Purpose - The purpose of this Contract is to engage the services of the Contractor to perform the following services: Outreach, Transportation, Older Adult Nutrition Home-Delivered and Congregate Meals Program under the following sources of funding: Title XX, IIIB, and IIICI. The Scope of Work is described in Exhibit E. Any change of the intent of this Contract must be in writing and mutually assented to by both parties.

3. Service Objectives and Cost - The Contractor shall provide, in an expedient and satisfactory manner as determined by normal, reasonable circumstances, the services described in Exhibit B, entitled Service Objectives and Cost. Services shall be performed in accordance with the Quality Assurance Standards attached hereto and made a part of the Contract thereof by reference to the Attachments.

4. Period of Performance- The contract will run for a period of twelve (12) months, with a three-year renewal option.

   (1) This Contract shall begin on **October 1, 2026.**

   (2) This Contract shall end on **September 30, 2027**.

5. Location of Service - Services will be provided in the area(s) of the City of Jackson, MS.

6. Cost of Contract - Funding for this Contract will not exceed the amounts shown below:

	Federal	State	Local Cash	Local In-Kind	Program Income	Total
Title III B	21,250	1,250	16,957			39,457
Title III C1	75,556	4,444	43,648		1,352	125,000
Title III C2						
Title III D						
Title V						
NSIP						
NFCSP						
SSBG	311,257		309,084			620,341
Special State						
Total for Contract	**$408,063**	**$5,694**	**$369,689**	**$0**	**$1,352**	**$784,798**

This Contract is subject to the availability of funds from all resources. Of the total amount of Local cash/in-kind, $369.689 local cash and $0 local in-kind will be provided by the "Contractor." The budget or Service Objectives, and Cost are herein made a part of this Contract by reference as reflected in Exhibit(s). The Federal/State portion reimbursable to the Contractor by the Agency shall not exceed $413,757.

*NSIP Funds are to remain at CMPDD and paid to TRIO on behalf of the provider in the amount of $44,217.
22,800 meals x .60 = $13,680 Congregate Meals – approximately 2,9874 additional meals.
50,895 meals x .60 = $30,537 Home Delivered Meals – approximately 6,638 additional meals

7. Method of Payment - This is to be a (n) (unit cost/cost reimbursement/advance) Contract. The Contractor shall submit to the Agency a Request for Funds by the 5th working day of each month that the Contract is in force. The Agency shall process the Requisition for Funds in its normal course of business, and if it is found in order, it shall cause payment thereon to be made. For any Request for Funds to be processed, the Agency must receive monthly Program Reports and Financial Reports as outlined in Section 8 of this Contract. (On performance-based/unit of service Contracts, the advance request must be based upon the projected number of units of service multiplied by the unit cost, less local match and program income.)

8. Financial and Program Reporting Requirements:

The Contractor shall submit to the Agency program reports and financial reports as follows:

	Frequency	Due Date
Service Provider Log(s)	Monthly	5th working day
Programmatic Reports	Monthly	5th working day
Financial Report	Monthly	5th working day
Final Financial Report	Annually	September 30, 2027

9. General Terms and Conditions - This Contract is hereby made subject to the terms and conditions included in Exhibit A entitled "General Terms and Conditions," which is attached hereto and made a part hereof by reference.

10. Special Terms and Conditions - This Contract is hereby made subject to the terms and conditions included in Exhibit C, entitled "Special Terms and Conditions," which is attached hereto and made a part hereof by reference.

11. Voluntary Contributions- The Voluntary Contributions Policy is herein made a part of this contract by reference as reflected in Exhibit D.

12. Congregate Meal Site Delivery Fee- The state-contracted meal vendor will charge a $31.05 delivery fee for each day that fewer than twenty meals are delivered to a congregate meal site. The Agency will send the Contractor an invoice for the delivery fee(s).

IN WITNESS WHEREOF the Agency and the Contractor have executed this Contract on the 1st day of **October 2026.**

CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT/
AREA AGENCY ON AGING

ATTEST: _____ **BY:** _____
Authorized Official
Michael Monk, Chief Executive Officer

ATTEST: _____ **BY:** _____
Chelsea B. Crittle, Aging Division Director

CONTRACTOR:

ATTEST: _____ **BY:** _____

TITLE: _____

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. Termination of Contract for Cause - If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the terms of this Contract, the Agency shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In that event, all personal property, cash, or other assets which, if the Contract had been completed, would have been required to be furnished to the Agency or were purchased with funds furnished to the Contractor under this Contract and all finished or unfinished documents, reports or other materials prepared by the Contractor under this Contract shall at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

   Not withstanding the above, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this Contract by the Contractor, and the Agency may withhold any payments to the Contractor for the purpose of off set until such time as the exact amount of damages due the Agency from the Contractor is determined.

   This section shall apply to all representatives, third parties, and/or consultants/Contractors selected or employed by the Contractor.

2. Termination for Convenience of Agency - The Agency may terminate this Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 1 above shall, at the option of the Agency become its property. If the Contract is terminated by the Agency as provided herein, the Contractor will be paid an amount which bears the same ratio to the total services of the Contractor covered by the Contract, less payments of compensation previously made.

3. Renegotiations or Modifications - The Agency may, from time to time, require renegotiations or modifications in the Scope of the Work of the Contractor to be performed hereunder. Such renegotiations or modifications, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency and the Contractor, shall be incorporated in written amendments to this Contract.

4. Assignability - The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written consent of the Agency thereto; provided however, that claims for money due or to become due to the Contractor may be assigned to a bank, trust company or other financial institution without such approval.

5. Interest of Contractor - The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

6. Confidentiality – The Contractor shall comply with The Privacy Act of 1974 (5 USC 55a) related to gathering and disclosing of information and documentation maintained on individuals. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the Agency requests to be kept confidential shall not be made available to any individual or organization, other than State or Federal Auditors, by the Contractor without the prior written approval of the Agency.

   All information regarding applicants for any recipients of services under this program shall be available only to those persons authorized in writing to receive same by the Agency and client. The Contractor assumes any and all liability and responsibility for such authorized disclosures.

7. Insurance - Contractor shall maintain Workers' Compensation insurance, in accordance with Mississippi laws and regulations, which shall inure to the benefit of all Contractors' personnel performing services under this Contract. Prior to the disbursement of funds to the Contractor, the Contractor shall procure a fidelity bond (employee dishonesty bond) for an amount of not less than 25% of the total amount of the cost of the Contract without regard to the amount of the deductible. The Contractor shall furnish proof of the required bond to the Agency. The required fidelity bond shall be one that does not limit the period of discovery or recovery of a loss for less than three (3) years from the expiration date of this Contract. A loss payable provision shall be included in the bonding policy to the effect that any loss will be payable to the Contractor, the Agency and the additional insured. Non-employees shall not be allowed to handle any cash monies under programs covered by this contract. If there be any property procured by means of this contract, CMPDD, Inc. should be listed as a "loss payee" under the insurance policy covering that property.

   Prior to the disbursement of funds to the Contractor, the Contractor shall procure a comprehensive general liability insurance policy which covers premises, operation, products/completed operations, hazard, and independent Contractors, if any, with a limit of liability of not less than five hundred thousand ($500,000) bodily injury and property damage plus appropriate medical expense coverage.

8. Participant Complaints – The Contractor shall notify the Agency, in writing, of all participants complaints. The Contractor shall adhere to procedures for resolving complaints of program participants as instructed by the Agency.

9. It is expressly agreed by the parties that no payments made or accepted under this Contract shall be used as or deemed to be evidence of the acceptance of performance under the Contract as satisfactory or the satisfactory compliance with its provisions. It is expressly agreed that strict performance of the terms and provisions of this instrument shall be deemed the essence of the Contract.

10. Indemnification - It is expressly agreed that the Contractor shall hold the Agency and Mississippi Department of Human Services Division of Aging and Adult Servicers, and the State of Mississippi harmless, release, and completely indemnify them from any and all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever as a result of this Contractual agreement, including court costs and attorney=s fees, arising out of or caused by the Contractor and its employees, agents, officers, contractors, and/or subcontractors in the performance of this Contract.

11. Property - Title to any and all property purchased by the Contractor, including equitable title to be leased or rental property, the cost of which the Contractor is reimbursed by the Agency, shall at the time of reimbursement pass to and vest in the Agency. The Contractor agrees to relinquish any and all such property upon termination or expiration of this Contract or upon thirty-day notice from the Agency. It is understood and agreed that all equipment, the title of which is not vested in the Agency shall be returned to the owner within a reasonable time after the expiration of this agreement. In the event of default by the Contractor of this agreement, the Contractor waives right to receive notice from the Agency with respect to the possession or disposition of property to which the Agency has title. **(Refer to the Current Sub-grantee Manual for additional information.)**

12. Non-Waiver of Breach - No assent, express or implied by these parties to the breach of any of the covenants, terms, provisions, or assurances of this Contract shall be deemed to be waiver of any succeeding breach of the same or any other covenant, term, provision, or assurance of the Contract.

13. Monitoring - Agency and other authorized officials retain the right to conduct on-site fiscal and program monitoring evaluations and assessments of any aspect of this Contract without notice. All documentation shall be available for inspection without prior notice. Following on-site monitoring a letter will be written to the Contractor with findings and will include any deficiencies noted during the visit. The Contractor is required to respond in writing to the Agency within ten working days concerning the correction of deficiencies. **(Refer to Page 6, Items 1 and 2 for non-compliance.)**

14. Fiscal Management and Accountability - The Contractor will establish for funds under this Contract accurate and current accounting records in accordance with Generally Accepted Accounting Principles that meet all local, state and federal regulations. Contractor will maintain documentation that reflects expenses were incurred properly and required match is adequately met and is recorded in the accounting records. Contractor shall provide for an audit to be conducted at the end of the Contractor's fiscal year at the Contractor's expense and a copy of the audit will be provided to Agency within 6 months from the end of the Contractor's fiscal year. The audit shall adhere to standards and requirements outlined in the Office of Management and Budget publication and the General Office of Accounting Publication.

15. Accounting Records- The Contractor must provide for "separate" accounting in the bookkeeping system for receipts and expenses (revenues and expenditures) of the Agency and contractor program monies for monitoring, audit, and financial statement presentation purposes. The prior statement specifically applies to "line item" budgets. However, unit price contracts must identify, in the accounting records, by program revenue account documented in-kind or cash match as required by the federal guidelines.

16. Audit and Records - The Contractor shall maintain financial and programmatic records, reports, documents and other evidence relating to funds paid under this Contract as required by the Agency. The Contractor shall utilize accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

17. Subgrantees must have a single audit conducted, in accordance with 2 C.F.R. §200.514, by an independent auditor if the Subgrantee expends $1,000,000.00 or more during the non-Federal entity's fiscal year in Federal awards. Total federal grant awards not only include those received from the MDHS, but also those received from any other source.

In compliance with 2 C.F.R. §200.512, Report Submission, subgrantees must electronically submit a data collection form and the reporting package directly to the Federal Audit Clearinghouse designated by OMB.

A subgrantee that expends Federal financial assistance during the subgrant's fiscal year of:

A. Less than $1,000,000.00 shall be exempt from Federal audit requirements unless the subgrantee meets a requirement in 2 C.F.R. §200.503. However, the subgrantee must make records available for review by the appropriate officials and cannot constrain in any manner, such as a Federal or State agency, from carrying out or arranging audits.
$1,000,000.00 or more under only one (1) Federal program and the Federal program's statutes, regulations or the terms and conditions of the Federal award do not require a financial statement audit of the subgrant, may elect to have a program-specific audit in accordance with 2 C.F.R.§200.507; or

B. $1,000,000.00 or more under more than one (1) Federal program shall have an organization-wide audit performed in accordance with 2 C.F.R. §200.501(c).

Program-Specific Audit If the subgrantee meets the applicable standard for a program-specific audit, it must follow Generally Accepted Government Auditing Standards (GAGAS) and the program-specific audit guide. A listing of current program-specific audit guides can be found in the compliance supplement provided on the Office of Management and Budget website.

If a current program-specific audit guide is not available, the contractor and auditor must have basically the same responsibilities for the Federal program as they would have for an audit of a major program in a single audit. Reference 2 C.F.R. §200.507

18. Financial Reporting – The Contractor shall submit to the Agency, in such form and reasonable detail as the Agency may require, a monthly Financial Report, supported by a certified statement of the total costs actually incurred to date in performing the Scope of Services of this Contract and containing further certification that the costs previously incurred under this Contract have not been charged to any other federally funded project. The monthly Financial Report shall be submitted by the fifth (5th) working day of the month, subsequent to the month in which the costs were incurred. The failure of the Contractor to meet these audit submission requirements will be considered by the Agency in contracting with the Contractor in any future program year(s).

If the audit report submitted includes questioned costs, or findings, the Contractor shall take steps to clear questioned cost and findings within 90 days after audit report has been filed. In order for the Agency to continue funding the program, the Contractor shall see that the auditor reviews the corrections and submits to the Agency a letter verifying that the findings and questioned cost have been cleared. The Contractor shall retain all records and documents relative to this Contract for three (3) years after expiration of this Contract. Contractor shall not utilize funds for any unbudgeted item without prior written authorization from Agency.

Accordingly, any modifications, changes, or waivers pertaining to this Contract shall be valid only when both parties have agreed in writing and acknowledged their agreement with signatures.

19. Equal Employment Opportunity and Civil Rights- Shall comply with all Federal and State statutes relating to discrimination, including, but not limited to:

a. Title VI of the Civil Rights Act of 1964, prohibiting discrimination on the basis of race, color, or national origin;
b. Title VII of the Civil Rights Act of 1964, relating to non-discrimination in matters of recruitment, hiring, promotion, and other employment practices;
c. Title VIII of the Civil Rights Act of 1968, as amended, relating to non-discrimination of the sale, rental, or financing of housing;
d. Title IX of the Education Amendments of 1972, as amended, prohibiting discrimination on the basis of gender in federally assisted education programs and activities;
e. Age Discrimination Act of 1975, prohibiting discrimination on the basis of age;
f. Section 11 of the Food and Nutrition Act of 2008, as amended, prohibiting discrimination in SNAP on the basis of race, sex, religious creed, national origin, or political beliefs.

g. Section 504 of the Rehabilitation Act of 1973, prohibiting discrimination on the basis of disability;

h. Title I, Title II, and Title III of the Americans with Disabilities Act (ADA) (1990); as amended by the ADA Amendments Act of 2008;

i. Omnibus Reconciliation Act of 1981, prohibiting discrimination on the basis of race, color, religion, sex, national origin, age, and disability;

j. Drug Abuse Prevention, Treatment, and Rehabilitation Act (21USC 1101) as amended, relating to non-discrimination on the basis of drug abuse;

k. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism;

l. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; and

m. Any other non-discrimination provisions in the specific statute(s) under which these monies will be granted or awarded and the requirements of any other non-discrimination statute(s) which may apply to this subgrant or award.

20. Shall ensure that building and facilities owned, occupied, or financed by the United States Government are accessible to and usable by individuals with disabilities in accordance with the 2010 ADA Standards for Accessible Design;

21. The Contractor must take reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to programs, services, and benefits. Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in violation of Title VI of the Civil Rights Act of 1964. Public entities and public accommodations also must ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities.

22. The Contractor must comply with the provisions of the Hatch Act, as amended, which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

23. The Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act;

24. The Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act, the Copeland Act, and the Contract Work Hours and Safety Standards Act, regarding labor standards for federally assisted construction agreements;

25. The Contractor will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

26. The Contractor will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L.91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs.

27. The Contractor will give the Agency, Mississippi Department of Human Services, State Auditor's Office, Federal grantor Agency, the Comptroller General, or any other appropriate authorized State or Federal representatives access to and the right to examine and copy all records, items and financial statements or documents related to this Contract at any time for as long as these records are required to be retained.

28. The Contractor will comply with all requirements imposed by the Federal Grantor Agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance given to Federal Agencies;

29. The Contractor shall comply with the Intergovernmental Personnel Act of 1970 relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OBM's Standards for a Merit System of Personnel Administration;

30. The Contractor shall comply, if applicable, with Section 102(a) of the Flood Disaster Protection Act of 1973, which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of the insurable construction and acquisition is $10,000 or more;

31. The Contractor shall comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal assisted programs. These provisions apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases;

32. The Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act, which prohibits the use of lead-based paint in construction or rehabilitation of residential structures;

33. The Contractor shall assist the Federal grantor agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974;

34. The Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514; (b) notification of violating facilities pursuant to Executive Order 11738; (c) conformity of Federal actions to State (Clean Air) implementation plans under Section 176 of the Clean Air Act of 1955, as amended; (d) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended; (e) Protection of endangered species under the Endangered Species Act of 1973, as amended; (f) Section 6002 of the

Resource Conservation and Recovery Act; (g) the Coastal Barriers Resources Act; (h) protection of Wetlands pursuant to EO 11988; (i) evaluation of flood hazards in flood plains in accordance with EO 11988; and (j) assurance of project consistency with the approved State Management Program developed under the Coastal Zone Management Act of 1972;

35. A-102, A-110, A-122, A-133 and A-87, the A Common Rule, as may be applicable. The Contractor shall carry out all regulations, rules and orders issued by the U.S. Government Grantor Agency. The Contractor certifies and agrees that it is under no Contractual or other disability, which would prevent it from complying with these requirements. Compliance with all regulations, rules, and orders of the U.S. Government Grantor Agency or its designated representative issued prior to approval by the Government of the Application for this Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the Contractor, its successors and assigns. Failure to fulfill these requirements shall subject the Contractor, its successors and assigns to the sanctions specified by this Contract, and to such sanctions as are specified in the regulations.

36. The Contractor will provide services at consistent levels throughout the Contract period.

37. The Contractor will provide services in accordance with the proposal submitted to the AAA.

38. The Contractor agrees that it will not engage in any activity, directly or indirectly (whether as a partner, individual, joint venture, agent for a person, entity, officer, director, shareholder or employee of firm or other corporation) that would provide monetary gain and produce a conflict of interest or appearance of conflict of interest with the responsibilities of this Contract. This provision shall further restrict the solicitation of work, projects and other activities within the Agency's seven-county area so as to compete directly with the Planning and Development District whether there is a specific monetary gain identified or not. For the purpose of this agreement, competition is normally defined as directly bidding or submitting proposal for a specified project, job, or work assignment where this Agency is also seeking to be selected to perform the same work. This clause shall be in effect for the duration of this Contract and a one (1) year period from the date the Contract is terminated.

39. The contractor agrees to target services to the following groups: **older individuals who have the greatest economic need** (with particular attention to low-income older individuals, including low-income minority individuals, older individuals with limited English, older individuals residing in rural area); **individuals who have greatest social need** (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English, older individuals residing in rural areas) and of **older individuals at risk for institutional placement.**

40. The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of

1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program or any other successor electronic verification system replacing the E- Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to (1) year, or (c) both. In the event of such termination cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of "license or permit." Any Agreement entered into between the Contractor and its Subcontractors shall contain the E-Verify clause with which said Subcontractors shall comply in hiring their employees.

41. The Contractor must be registered with www.sam.gov and maintain no active exclusions.

42. The Contractor shall comply with the Program for Enhancement of Contractor Employee Whistleblower Protections (48 CFR 3.908-3, 48 CFR 52.203-17 and 41 U.S.C. 4712). Specifically, the contractor/lower-tier contractor shall provide written notification to all employees, of the contractor/lower-tier contractor, of employee whistleblower rights and protections under 41U.S.C. 4712, as described in 48 CFR 3.908 of the Federal Acquisition Regulation. Contractor shall also include in each agreement with lower-tier contractor the required whistleblower provisions, as mandated in 48 CFR 52.203-17.

43. The Contractor shall provide certification to comply with the Drug-Free Workplace Act of 1988;

44. The Contractor shall comply with The Privacy Act of 1974 (5 USC §552a) related to gathering and disclosure of information and documentation maintained on individuals;

45. The Contactor shall comply with all requirements of the Federal Funding Accountability and Transparency Act (FFATA). This includes providing the grantor a Unique Entity ID (UEI) and other information such as executive compensation data when required so the grantor can meet the reporting requirements of FFATA;

46. The Contractor shall provide the required certification regarding lobbying to comply with Section 319, PL 101-121 (31 U.S.C. 1352);

47. The Contractor shall provide the required certification regarding their exclusion status and that of their principals prior to the award in accordance with Executive Orders' 12549 and 12689 Debarment and Suspension;

48. Faith-based subgrantees shall certify that they will not use direct government support to

support "inherently religious" activities. Faith-based organizations will not use any part of a direct Federal grant to fund religious workshop, instruction, or proselytization. Funds may be used only or support the non-religious social services that are provided by the subgrantee.

49. The Contractor shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

50. The Contractor shall assure all funds received shall be used only to supplement services and activities that promote the purpose for which the grant is awarded and not supplant, unless specifically authorized by the program regulations and the Mississippi Department of Human Services/Division of Aging and Adult Services.

EXHIBIT B
REPORTING NO. 1537-25
CFDA NO. 93.667

SERVICE OBJECTIVES AND COST

Under this contract, the Provider agrees to provide a total of 25,000 units of service as described below at a rate of $13.25028 per unit, during the term of this contract for a total amount not to exceed $331,257. Of the total cost for the provision of the above number of units of service, the Provider agrees to furnish a total of $200,000 local cash and $____local in-kind match.

The Federal portion reimbursable to the Provider by CMPDD for the provision of the above number of units of service shall not exceed the rate of $13.25028 per unit, during the term of this contract, for a total Federal/State amount of $131,257.

The total unit of rate is made up of the following amounts from the source of funds reflected:

$131,257	Federal
_____	State
200,000	Local Cash
_____	Local In-Kind
_____	Program Income
$331,257	Total

Federal funds budgeted for this service are from the Title XX grant.

Service Transportation Unit of Service Definition: A one-way trip to a designated location.

Geographic Areas To be served	#Units of service	Unit Cost
City of Jackson	25,000	$13.25028

**** City of Jackson has entered into a contractual agreement with Jackson Medical Mall to carry out the senior transportation services.**

EXHIBIT B
REPORTING # 1127-25
CFDA # 93.045 NSIP# 93.053

SERVICE OBJECTIVES AND COST

Under this contract, the Provider agrees to provide a total of 30,000 units of service as described below at a rate of $4.1666 per unit, during the term of this contract for a total amount not to exceed $125,000. Of the total cost for the provision of the above number of units of service, the Provider agrees to furnish a total of $43,648 local cash and $0 local in-kind match.

The Federal portion reimbursable to the Provider by CMPDD for the provision of the above number of units of service shall not exceed the rate of $4.1666 per unit, during the term of this contract, for a total Federal/State amount of $80,000.

The total unit of rate is made up of the following amounts from the source of funds reflected:

$ 75.556	Federal
4.444	State
43.648	Local Cash
0	Local In-Kind
1.352	Program Income
$125.000	Total

Federal funds budgeted for this service are from the Title III C1 grant.

Service Congregate Meals — Unit of Service Definition: At least one hot or other appropriate meal provided to an eligible person in a congregate setting.

Geographic Areas to be served	# Units of service	Unit Cost
City of Jackson	30,000	$4.1666

EXHIBIT B
REPORTING # 1547-25
CFDA # 93.667 NSIP# 93.053

SERVICE OBJECTIVES AND COST

Under this contract, the Provider agrees to provide a total of 50,895 units of service as described below at a rate of $5.680 per unit, during the term of this contract for a total amount not to exceed $289.084. Of the total cost for the provision of the above number of units of service, the Provider agrees to furnish a total of $109.084 local cash and $0 local in-kind match.

The Federal portion reimbursable to the Provider by CMPDD for the provision of the above number of units of service shall not exceed the rate of $5.680 per unit, during the term of this contract, for a total Federal/State amount of $180.000.

The total unit of rate is made up of the following amounts from the source of funds reflected:

$180.000	Federal
0	State
$109.084	Local Cash
0	Local In-Kind
0	Program Income
$289.084	Total

Federal funds budgeted for this service are from the Title XX grant.

Service Home Delivered Meals

Unit of Service Definition: One meal served to an eligible person who is homebound is one unit of service.

Geographic Areas to be served	# Units of service	Unit Cost
City of Jackson	50,895	$5.680

EXHIBIT B
REPORTING NO. 1037-25
CFDA NO. 93.044

SERVICE OBJECTIVES AND COST

Outreach Service Definition:

Outreach is the extending of services or activities beyond the current or usual limits, including intervention activities to reach out, search for and identity targeted groups or older individuals; making one to one contact to assess needs, to inform and encourage their use of available resources and to make appropriate referrals.

The minimum number of new contacts per month for a full-time Outreach Workers' activity will be 60. For a part-time Outreach Worker contacts will be based on the percentage of time charged under the outreach contract. Example: If an Outreach Worker is charged 20 % to the program, new contacts per month will be 12. Participation at Health Fairs by Outreach Worker maybe counted as one (1) contact.

Geographic Area to be Served: City of Jackson

BUDGET

Salaries – One (1) Outreach Worker =	$25,900
Fringe Benefits @ 52.34% =	$13,557
	$39,457

Total Federal Resources	$21,250
Total State Resources	$ 1,250
Total Local Cash	$16,957

Total Budget = $39,457

EXHIBIT C

SPECIAL TERMS, CONDITIONS, AND ASSURANCES

1. Any publications, advertisements, public notices, periodicals, or articles regarding the service(s) funded through this Contract will include the state DAAS as a source of funding.

2. Budget - The Contractor shall expend funds only according to the budget, which is attached hereto and made a part hereof. The Contractor shall obtain written approval from the Agency prior to altering the budget in any way.

3. Return of Funds - The Contractor agrees that any funds advanced and not expended shall be considered Federal funds and shall be returned to the Agency.

4. Training - The Contractor shall send personnel to training as required by the Agency.

5. Holidays - Workers employed under this Contract will take holidays on those days designated by the Board of Directors or other authorized body or official of the City of Jackson.

6. Consultation - The Agency shall furnish consultation and technical assistance to the Contractor. The Agency shall also furnish information or resources to aid the elderly and eligibility requirements for services for the elderly offered on a regional or state basis.

7. Reporting Forms - The Agency shall provide formats and forms for program and financial reporting based on policies established by the Agency, the DAAS, and the Administration on Children, Families, and Community Living. The Contractor must have in place a system of documenting units of service provided to each client. This system must be approved by CMPDD/AAA.

8. Name of Payee - The legal name of the official payee to whom the Agency shall issue checks to City of Jackson.

9. All Terms and Conditions Included in the Contract - This Contract contains all the terms and conditions agreed upon by the Agency and the Contractor. No other agreement, oral or otherwise, regarding the subject matter of this Contract, shall be deemed to exist or to bind either the Agency or the Contractor.

10. Program Coordinators - The Program Coordinators will serve in a liaison capacity between the State Division of Aging and Adult Services and the Contractor. The Program Coordinators will provide technical assistance and consultation regarding the planning and operation of the project and will coordinate project activities within the Agency.

11. Program Monitor/Auditor - The Program Monitor/Auditor will monitor the fiscal and programmatic operations of the Contractor to ensure compliance with Title III and Title XX regulations and will also monitor activities to ensure compliance with the objectives set-forth in the Contractor's proposal(s).

12. Local Non-Federal Participation - The Contractor agrees to provide the required cash and or in-kind match for the project. The match must be identifiable and documented in the accounting records.

13. Collection of Data - The Contractor must assist the Area Agency on Aging in its collection of statistically valid data with evaluative conclusions concerning the unmet need for supportive services, nutrition services, and multipurpose senior centers, and any other reporting requirements.

14. Follow-up Services - The Contractor shall, with the consent of the older person, or his/her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger.

15. Service Provider Requirements

    a) Provide the Area Agency, in a timely manner, with statistical and other information which the Area Agency requires in order to meet its planning, coordination, evaluation and reporting requirements established by the State under the Designation by the State of Mississippi 1321.13;

    b) Provide recipients with an opportunity to contribute to the cost of the service as provided under the provisions of the Area Agency on Aging in 1321.9;

    c) Where feasible and appropriate, make arrangements for the availability of services to older persons, in weather-related emergencies;

    d) Assist participants in taking advantage of benefits under other programs.

16. Additional Aging Services - The Contractor shall assist participants in taking advantage of benefits under other programs.

17. Coordination of Services - The Contractor shall assure that all services funded under this program are coordinated with other appropriate services in the community, and that these services do not constitute an unnecessary duplication of services provided by other sources.

18. Targeting - The Contractor shall assure that preference will be given to providing services to older individuals with greatest economic or social needs, with particular attention to low-income minority individuals at least in proportion to the number of low-income minority older persons in the population serviced by the Contractor. Additionally, priority will be given to case management clients and those persons with severe disabilities including those having Alzheimer's disease or related disorder.

19. Late Reporting Sanctions - All monthly **Financial** Reports are due by the 5th working day of each month for the prior month's activities per Contract. All monthly **programmatic** reports are due on the 5th working day of the month. If everything (reports, etc.) is found to be in order, Cash Requests will be processed in the "Normal Course of Business" - per Contract. "Normal Course of Business" is usually at month end and around the twelfth (12th) to the fifteenth (15th) of each month (twice per month) in order for payrolls to be met, as well as other operating costs of the sub-recipients.

If financial reports are not received by the 5th working day of the month and programmatic reports are not received by the 5th working day (i.e., late), a letter will be sent by the Aging Director and/or the signee of the Contract requesting the status, etc., of the report and the related Cash Request will not be processed until around the middle (12th - 15th) of the subsequent month.

If the reports are late two (2) months in a row, another letter will be forthcoming along with a phone call to the Director/signee of the Contract requesting an explanation. If late reporting becomes a recurring problem, a meeting will be called with the Director/ signee of the Contract to discuss possible remedies or termination of the Contract.

20. Reimbursement - The Central Mississippi Planning and Development District/Area Agency of Aging will reimburse the Contractor no more than the Federal and State amount as listed in the Resource section of the budget.

21. Personnel Policies - The Contractor shall have approved Personnel Policies and Procedures. These documents must be available for review by the Agency upon request.

22. Screening Procedures - All persons receiving services shall have a screening instrument completed on him/her by trained personnel annually. An applicant new to the Agency shall not receive services until he/she has been screened.

23. Contribution Schedule - The Contractor may develop a suggested contribution schedule. In developing a contribution schedule, the Contractor must consider the income ranges of older persons in the community and the Contractor's other sources of income. However, means tests may not be used for any services funded through the Area Agency on Aging.

24. Voluntary Contributions/Program Income - The Contractor shall provide recipients with an opportunity to contribute to the cost of the service. With services rendered with funding under the Older Americans Act and any other funding through the Area Agency on Aging, the Contractor shall assure the following guidelines:

a) Each older person shall be provided with an opportunity to voluntarily contribute to the cost of the service;
b) The privacy of each older person shall be protected with respect to his or her contributions;
c) Appropriate procedures shall be established to safeguard and account for all contributions;
d) Supportive services and nutrition services contributions shall be used to expand supportive services and nutrition services respectively;

e) No older person may be denied a service because the older person will not or cannot contribute to the cost of the service;

f) Locked boxes shall be used for contributions;

g) The overall responsible person for the Contractor or his designee shall have the keys to the locked boxes;

h) The site manager or driver shall take the box once a week to the overall responsible person who will count money with him/her;

I) The overall responsible person or his/her designee shall issue receipts to the site manager or driver for monies received;

j) The site manager or driver shall sign his/her name to the receipt along with the signature of the person responsible or his/her designee;

k) The Contractor shall assist all participants who desire assistance and shall provide the opportunity for individuals to use food coupons as their contribution toward the cost of the meal.

l) Program income will be safeguarded in accordance with policy established by Division of Aging and Adult Services via Information Bulletin No. 86-6.

m) Program income will be expended first prior to expenditures of any federal, state or local funds.

n) Contributions must be used to expand the service that generated the funds.

25. Program Reporting - The Contractor shall provide the Agency in a timely manner, in such form and reasonable detail reports on the program(s) operated with funds under this Contract such as statistical and other information which the Agency requires in order to meet planning, coordination, evaluation and reporting requirements.

26. Availability of Funds - This Contract is subject to the availability of State and Federal funds to finance the same and to the successful operation of the program funded under this Contract.

27. Method of Determining the Amount to Which the Contractor is Entitled in the Event of a Termination of Contract for Cause or Convenience by Agency or Contractor - If this Contract is terminated for Cause or Convenience by the Agency or the Contractor, the Contractor will be entitled to an amount of federal funds which is equitable to actual allowable, reasonable expenses, incurred by the Contractor in the performance of this Contract, upon proper documentation that the matching share, if any, has been provided by the Contractor or designated donor. Any one-time or pre-paid expenses incurred which may be reasonably pro-rated or proportionately refunded by the vender(s), may, at the option of the Agency, become the property of the Agency.

Examples of this type expenditure, but not limited to those enumerated, are: insurance, rent, postage, and unused supplies. Any payment previously made shall be deducted from the total amount of expenses incurred.

28. Inventory - All Contractors must maintain a written physical inventory of equipment purchased.

29. Costs in Excess of Contract - All costs incurred in excess of Contract amount shall be required to be covered by the Contractor.

30. Adjustment - Any funds due the Agency as a result of a subsequent audit of this Contract (project) must be returned to the Agency. Any Federal/State funds which may be due the Contractor by the Agency, provided the project is still open and has not been closed with the Agency's Grantor Agency, thereby allowing the funds to be drawn down. If the project has been closed, the Agency will not be able to satisfy any subsequent claims.

31. Mississippi Department of Human Services' Sub-Grantee Manual requirements are made a part of this Contract by reference.

32. Contract Extension - Based upon satisfactory performance of services by the Contractor, the Agency reserves the right to extend this Contract to three years.

33. Payment of Meals - All payments under the raw food category in the nutrition budgets will be paid by the Central Mississippi Planning and Development District directly to the food vendor. If the budgeted cost of the meals exceed the federal and state resources available, then the Contractor must provide the Agency with Program Income (i.e., contributions) generated and/or local cash dollars in sufficient amounts to cover the actual cost of the meals, provided the Agency is paying the meals provided on behalf of the Contractor.

34. Program Income (Meals Program) - When meals are paid for by Central Mississippi Planning and Development District, program income must be spent for program management and/or delivery costs. However, if the program income exceeds project management and/or delivery costs, program income must come to the Agency to pay for meals. Program Income is to be reported on both a monthly and cumulative amount basis on the monthly financial report and on a monthly basis on the monthly contribution report.

35. NSIP – NSIP shall supplement for each meal served by the Contractor at a rate established by the U. S. Department of Agriculture.

36. Congregate Meal Employees and Volunteers - Employees working at congregate sites under the age of sixty and who eat a meal shall pay the full cost of the meal. Volunteers shall be requested to make a contribution for each meal served to them.

37. Home Delivered Meals - If an individual is requesting home delivered meals and there is another individual in the household capable of preparing a meal, the request for a meal may be denied. A home delivered meal participant or his/her designee shall be responsible for notifying the Contractor, either directly or through the person delivering the meal, of any change in his/her circumstances (i.e., death of spouse, recovery from illness, individual capable of preparing meal moving into household, etc.) In addition, the Contractor shall assure that persons age 60 or over who are frail, homebound by reason of illness or incapacitating disability, otherwise isolated, shall be given priority in the delivery of services. Additionally, the spouse of the older person, regardless of age or condition, may receive a home delivered meal if, according to criteria determined by the Area Agency, receipt of the meal is in the best interest of the homebound older person.

38. Procedures for Closure of Nutrition Sites and Delivery of Meals Due to Weather Conditions - The decision not to serve meals will be made by the Central Mississippi Planning and Development District Program Specialist in conjunction with TRIO(VMS).

The Contractor will be notified by CMPDD staff of the decision to close the nutrition sites. The Contractor will be responsible for notifying the participants via the news media (television, radio) in their area.

Cold packs will not be routinely provided in emergency situations; however at times TRIO may have food items available to prepare cold packs. If Contractors wish to request cold packs, this request must be made through the Agency. Agency staff will confer with staff and the decision to provide/not to provide cold packs will be made between the two. TRIO will require a two-week notice to prepare cold packs in a normal situation.

As an emergency backup, **shelf- stable meals** should be ordered from TRIO before November 1, of each year. TRIO will maintain an inventory of at least two days supply of **shelf-stable meals** for the number of meals needed for the homebound and/or as determined by the AAA/service provider. Trio shall deliver the **shelf- stable meals** to the sites one or two days before impending emergency for distribution. TRIO will confer with the AAA/service provider concerning delivery and the option of storing the **shelf-stable meals** at the designated

39. The effective date of this Contract is October 1, 2026. Contracts should be executed and returned to this office no later than September 15, 2026.

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, the Sub-grantee certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the 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 continuation, renewal, amendment, or modification of any Federal Contract, grant, loan or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Section 319, PL 101-121 (31 USC 1352).

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including Subcontracts, Sub-grants, and Contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

DEBARMENTS, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549 and 12689, (2 CFR 180) Debarment and Suspension:

A. The Sub-grantee certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by a Federal department or Agency;

(b) Have not within a three-year period preceding this sub-grant 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 of 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 indicated 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 (b) of this certification; and

B. Where the Sub-grantee is unable to certify to any of the statements in this certification, him or she shall attach an explanation to this form.

DRUG-FREE WORKPLACE
(SUBGRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988:

A. The Sub-grantee certifies that it 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 sub-grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The sub-grantee'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 engaged in the performance of the sub-grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the sub-grant, 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 Central Mississippi Planning and Development District/Area Agency on Aging, in writing, within 10 calendar days after receiving notice under subparagraph (d)\(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title to CMPDD/AAA. Notice shall include the identification number(s) of each affected contract;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)\(2), with respect to any employee who is so convicted;

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposed 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 Sub-grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific sub-grant. Check ___if there are workplaces on file that are not identified here:

Place of Performance (street addresses, city, county, state, zip code)

_____
_____
_____
_____

As the duly authorized representative of the Sub-grantee, I hereby certify that the Subgrantee will comply with the above certifications.

SUBGRANTEE NAME AND ADDRESS:

_____
_____
_____
_____

UEI# _____

AUTHORIZED SIGNATURE AND TITLE

_____

DATE

_____

ASSURANCE OF COMPLIANCE

Name of Organization:_____

HEREBY AGREES THAT it will comply with all service criteria and all standards included within service criteria for each proposed service under Title III, Older Americans Act, and Title XX, Social Security Act.

Failure to fulfill complete performance of services according to the service criteria could result in termination of any Contract entered into between the Recipient and Central Mississippi Planning and Development District/ Area Agency on Aging.

This assurance is binding on the Recipient, its successors, transferrers, and assignees. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

Signed by: _____ Date: _____
(Authorized Official)

EXHIBIT E

Central Mississippi Planning and Development District Area
Agency on Aging
VOLUNTARY CONTRIBUTIONS POLICY

I. DEFINITION AND PURPOSE

Voluntary contributions are donations of money or other personal resources given freely, without pressure or coercion, by individuals receiving services under the Older Americans Act (OAA).

The purpose of this document is to transmit the policy regarding voluntary contributions collected for services rendered with funds administered by the CMPDD Area Agency on Aging and the Mississippi Department of Human Services Division of Aging and Adult Services. A provision must be made to safeguard the voluntary contributions contributed by the clients served with aging funds in the most cost- effective manner.

Voluntary contributions shall be allowed and may be solicited for all services for which funds are received under the OAA, consistent with section 31S(b) of the Act (42 U.S.C. 3030c-2(b)).

II. REQUIREMENTS

A. The suggested contribution levels shall be based on the actual cost of service.
B. Voluntary contributions shall be encouraged for individuals whose self-declared income is at or above 185 percent of the Federal poverty level. Assets, savings, or other property owned by an older individual or family caregiver may not be considered.
C. The method of solicitation must be noncoercive. The solicitation must meet all requirements of this provision and be conducted in such a manner as not to cause a service recipient to feel intimidated or otherwise feel pressured into contributing.
D. All recipients of services shall be provided:
    1. An opportunity to voluntarily contribute to the cost of the service;
    2. Clear information, including information in alternative formats and in languages other than English in compliance with Federal civil rights laws, explaining there is no obligation to contribute, and the contribution is voluntary;
    3. Protection of privacy and confidentiality of each recipient with respect to the recipient's income and contribution or lack of contribution.
E. Means testing is prohibited.
F. Services shall not be denied because the older individual or family caregiver will not or cannot make a voluntary contribution.

Appropriate procedures to safeguard and account for all contributions shall be established. Amounts collected are considered program income and are subject to the requirements in 2 CFR 200.307 and 45 CFR 1321.9(c)(2)(xii).

EFFECTIVE DATE

This policy is effective immediately and shall remain in effect until modified or replaced by the CMPDD Area Agency on Aging and MDHS Division of Aging and Adult Services.

Exhibit E

Scope of Work

SCOPE OF WORK OUTREACH

Title III-B Supportive Services

PROGRAM PURPOSE:

The purpose of outreach services is to proactively engage older adults (60+) and their caregivers, particularly those with the greatest social and economic need, to ensure they are aware of, and connected to, available community services and resources. Outreach aims to reduce isolation, promote independence, empower older adults through education, and prevent or delay institutional care. These services support older adults and caregivers in remaining in their homes and communities, in accordance with Title III-B of the Older Americans Act (OAA).

SCOPE OF WORK TO BE PERFORMED:

Under the OAA, outreach is a critical supportive service designed to locate, inform, and assist older adults in accessing services and resources. Outreach coordinators/managers are expected to:

- Identify and inform older adults with significant economic and social needs about available programs and services.
- Locate potential service recipients such as rural, isolated, homebound, or new residents who may be unaware of available resources.
- Promote and encourage the use of existing community services.
- Assist older adults in accessing services through referrals, guidance, and follow-up support.
- Collect and document data on service needs, including barriers to access.
- Provide culturally and linguistically appropriate outreach to ensure equitable access for older adults with limited English proficiency, minority populations, and rural residents.
- Support the AAA in program planning by providing data and feedback to help develop or expand in-home, nutrition, legal, homemaker, and other supportive services.
- Engage in proactive strategies such as community presentations, partnerships with local organizations, and distribution of educational materials.

UNIT OF SERVICE:

A unit of service is defined as **one contact** (in-person, phone, or virtual) made with an older adult, caregiver, or community partner for the purpose of outreach.

REPORTING AND DOCUMENTATION REQUIREMENTS:

Subcontractors must report the number of individuals served under OAA Title III-B to the AAA. Subcontractors are required to report on persons served, Title III-B expenditures, total service expenditures, and program income received.

- Monthly expenditures shall be reported by subgrant/agreement no later than the **5th day of the month** following the expenditures.
- Expenditures reported shall be accompanied by required supporting documentation, including service logs and invoices from the provider.
- Subcontractors must provide any additional information requested by the AAA.

HOURS OF OPERATION:

Outreach services shall be available a minimum of **five days a week**, preferably during the hours of **8:00 AM – 5:00 PM.**

ADDITIONAL REQUIREMENTS:

(A) The Subcontractor, or designated responsible party, must notify the AAA in the event of extended absences or vacancies within the program and provide a plan to ensure continuity of services.

(B) Outreach staff must receive training in cultural competency, confidentiality, and effective communication with older adults before delivering services.

(C) Subcontractors shall ensure outreach is conducted in a manner that respects the dignity, autonomy, and confidentiality of older adults.

(D) The Subcontractor is responsible for carrying out outreach services as further described and agreed upon in the **Response to Request for Proposals** submitted to the AAA.

(E) The staff shall be qualified by demonstrated competence, specialized background, education,

and experience as outlined in specific job descriptions. All staff members must be emotionally and physically fit to care for persons who have physical and/or mental limitations.

(F) Conduct a follow-up to ensure appropriate services have been provided.

(G) If the Area Agency on Aging determines that the progress of the program is being hindered by the current agency staff, a formal meeting will be scheduled with the Agency's Executive Director or an authorized designee to discuss a potential replacement. This meeting will serve as a forum to discuss the concerns, outline expectations, and determine appropriate next steps to support the continuity and quality of service delivery.

SUPPORTIVE DOCUMENTATION:

Supporting documents include, but are not limited to:

- Monthly service logs including names of clients contacted, dates of service, and units of service.
- Documentation of referrals made and follow-up actions taken.
- Event flyers, sign-in sheets, outreach materials, data on the penetration rate of media/social media campaigns, pictures of event venues, and verification that outreach is provided in all AAA service counties.
- Any additional required supporting documentation.

Service Area for Central Mississippi Planning and Development District includes the following counties: Copiah, Hinds, Madison, Rankin, Simpson, Warren, and Yazoo.

SCOPE OF SERVICES TRANSPORTATION

PROGRAM PURPOSE:

The purpose is to assist States and Area Agencies on Aging in developing and implementing a comprehensive, coordinated system that provides long-term care in home and community-based settings, tailored to the needs and preferences of older individuals and their family caregivers. The purpose of this grant is to prioritize services that protect vulnerable populations, reduce dependency, and enhance self-sufficiency. These services aim to support older adults and caregivers in remaining in their homes and communities, preventing or reducing inappropriate institutional care. Additionally, the program guides mandatory reporting as required by Social Title IIIB of the OAA.

SCOPE OF WORK TO BE PERFORMED:

Under the **Older Americans Act (OAA)**, transportation is a critical supportive service designed to help older adults access necessary services, maintain independence, and stay engaged in their communities. The term "transportation" in the context of the OAA generally refers to the provision of transportation services that allow older individuals to:

- **Access Medical Care**: Providing transportation to medical appointments, pharmacies, and other health-related services.
- **Engage in Social and Recreational Activities**: Ensuring that older adults can participate in social, educational, and recreational programs, which promote their mental and physical well-being.
- **Grocery and Other Essential Services**: Offering transportation for shopping, running errands, or accessing food and other essential services.

UNIT OF SERVICE:

A unit of service is a one-way trip to a designated location.

TIMELINES/DEADLINES/REPORTING AND DOCUMENTATION REQUIREMENTS:

Subcontractors must report the number of those individuals served under SSBG or OAA Title III-B to the AAA. The Subcontractors are required to report on people served, Title III B expenditures, total service expenditures, and program income received.

The Subcontractors are required to maintain documentation to be submitted at the request of the AAA regarding information on the services funded under this part, and standards and mechanisms by which the quality of the services shall be assured.

- Monthly expenditures shall be reported by subgrant/agreement no later than the **5th day of the month following the expenditures.**
- Expenditures reported shall be accompanied by the following required supporting documentation: **Service logs and invoices from the provider**
- Provide any additional information requested by the AAA.

HOURS OF OPERATION

Transportation shall be available a minimum of five days a week, preferably during the hours of 8:00 AM – 4:30 PM.

ADDITIONAL REQUIREMENTS

(A) It will be the responsibility of the Subcontractor, or the designated responsible party, to provide notice to the AAA when there will be extended absences or vacancies in the funded program. There will also need to be a plan for the **continuity of services provided to the AAA if/when these situations occur.**

(B) All drivers shall have a **safe driver record, an appropriate driver's license**, as required by the MS Highway Safety Patrol.

(C) All drivers must have completed and passed an alcohol and drug test upon hire. Must be trained in basic first aid, emergency procedures, and defensive driving before carrying any passengers.

(D) The Subcontractor is responsible for carrying out the transportation service as further described and agreed upon in the Response to Request for Proposals, which was submitted to the AAA by the Subcontractor.

SUPPORTIVE DOCUMENTATION:
Supporting documents include, but are not limited to: a monthly service log which includes names of clients served, dates served, and units of service.

SUPPORTIVE DOCUMENTATION:
Supporting documentation includes, but is not limited to: signed delivery logs and invoices from the provider, monthly logs that include the number of clients served and type of service; any other documentation requested by the AAA.

Service Area for Central Mississippi Planning and Development District/ Central Mississippi Area Agency on Aging includes the following counties: Copiah, Hinds, Madison, Rankin, Simpson, Warren, and Yazoo

SCOPE OF WORK
NON-STATE MEALS CONTRACT (NSMC)

Title III C-1 Congregate Meal

PROGRAM PURPOSE:
Introduction: The Area Agency on Aging (AAA) is procuring a nutrition vendor under Title III-C1 funding for the Congregate Nutrition Program. This procurement will ensure that AAA complies with federal and state nutritional standards while providing meals to older adults aged 60 and older, focusing on low-income, minority, and rural populations. The selected vendor will be responsible for meal preparation, delivery, and compliance with nutritional guidelines.

1. Vendor Responsibilities

A. Meal Preparation and Delivery
- **Meal Frequency**: The Subcontractor will provide congregate meal participants with a minimum of five nutritious meals per week (or a reduced frequency for rural areas).
- **Nutritional Compliance**: The Vendor will ensure all meals meet federal and state nutritional guidelines, addressing special dietary needs as required (e.g., low-sodium, diabetic, or other medically necessary diets).
- **Delivery and Timeliness**: The Vendor will deliver meals promptly according to a set schedule for each congregate meal site.
- If the meals delivered by the contracted meal agency are inedible, it is the responsibility of the contracting agency to immediately notify the Area Agency on Aging's Nutrition Coordinator or designee. Pictures must be submitted with a written explanation. Meals should not be discarded without acknowledgement from the Nutrition Coordinator or designee.

B. Compliance and Quality Assurance
- **Adherence to Federal and State Regulations**: The Subcontractor will ensure all meals comply with the guidelines established under Title III-C1 funding.
- **Collaboration with AAA**: The vendor will collaborate closely with AAA's Nutrition Coordinator and/or Subcontractor to address dietary needs and adjustments based on feedback and assessment.

2. AAA Responsibilities

A. Procurement Process
- **Issuance of RFP**: AAA will issue a Request for Proposals (RFP) that defines the vendor's scope of work, nutritional requirements, and performance expectations.
- **Vendor Evaluation**: Proposals will be evaluated based on price, experience, nutritional standards, and the ability to meet program needs.
- **Vendor Compliance**: The selected vendor will need to adhere to all regulations, including nutrition standards and contract terms.

B. Nutrition Standards Compliance
- **Coordination with Registered Dietitian**: The AAA will ensure access to a registered dietitian for consultation on complex dietary needs.
- **Regular Nutritional Assessments**: The Vendor and AAA will facilitate regular assessments of meals to maintain nutritional adequacy, in line with state and federal regulations. Quarterly menu planning sessions will be conducted to review and adjust meal offerings.
- **Documentation and Reporting**: Maintain and submit necessary reports, including nutrition education materials, meal compliance reports, and counseling logs.

3. Program Management by AAA

A. General Management Responsibilities

- **Quarterly Menu Meetings**: Facilitate mandatory quarterly meetings with the vendor for menu planning, feedback, and adjustments. 75% of the meetings must be attended, and proper documentation must be provided.
- **Site Manager Training**: Provide bi-annual training for site managers on nutritional education and programming standards.
- **Technical Assistance Participation**: Attend bi-monthly Technical Assistance (TA) meetings to ensure program oversight.
- **Nutrition Education**: The Subcontractor will provide quarterly nutrition education to meal participants and offer one-on-one **Nutrition counseling** as needed in collaboration with a registered dietitian.
- **Emergency Preparedness**: The AAA and the Subcontractor will develop and implement emergency preparedness plans to ensure continuous meal delivery during adverse weather or other emergencies.

B. Congregate Site Expansion and Development

- **New Site Development**: The Subcontractor will plan for the expansion of congregate meal sites within the service area when local matching funds are available, ensuring wider participation.
- **Community Partnerships**: The AAA and Subcontractor will build partnerships with local organizations such as universities and hospitals to promote meal site participation.
- **Outreach and Documentation**: The AAA will participate in at least one community outreach event per quarter, providing proper documentation of the event (e.g., flyers, sign-in sheets).

C. Documentation

- **Quarterly Reviews**: The AAA will conduct quarterly reviews of the Title III-C1 funds and assess the progress of the program.

D. Title III-C1 Staff Requirements

- **Compliance with Requirements**: All staff funded by Title III-C1 must adhere to the guidelines outlined in this scope of work. Non-compliance will be addressed accordingly.
- All personnel involved in the provision of meal services are required to attend all technical assistance or menu meetings scheduled by the Area Agency on Aging and the State Unit on Aging (SUA). Participants must also have their cameras on for the entire duration of the meeting if a virtual option is approved.
-

E. Use of C1 Service Funds

- **Financial Accountability**: Ensure that Title III-C1 funds are used appropriately in accordance with 45 CFR Part 75 Cost Principles.

4. Vendor Selection Criteria

- **Proposal Review**: AAA will assess vendor proposals based on their ability to meet the needs of the Congregate Nutrition Program, with a focus on price, experience, compliance with nutrition standards, and performance history.
- **Vendor Performance Monitoring**: Once awarded, the vendor will be held accountable for the timely delivery of meals, compliance with nutritional guidelines, and other aspects of the scope of work.

This procurement process will ensure that the AAA and its selected vendor uphold the highest standards in providing meals to the older adult population while remaining compliant with federal and state regulations.

Supporting Documentation Requirements:

Supporting documents include, but are not limited to; Sign-in sheets and invoices from the provider, Invoices from the provider; Log of completed assessments/reassessments, care plans, and follow-up calls and timesheets for staff; Signed contact log that includes the number of health screenings and assessments; Attendance at activities, flyers for activities, pictures of activity space, copy of educational materials; Documentation for evidence-based program and participant guides; Monthly logs of contacts; Staff member timesheets; Monthly logs that includes number of clients served and type of service provided; Monthly log of clients and caregivers who received counseling; Quarterly reports on efforts to open new sites, and/or event flyers, sign-in sheets, outreach materials, data on the penetration rate of media/social media campaigns, pictures of event venues; and Verification that outreach is provided in all AAA service counties, as well as any other documentation requested by the SUA.

Additional Requirements

1. **Notice of Extended Absences or Vacancies:**
    - It will be the responsibility of the Subcontractor or the designated party responsible for providing notice to the **AAA** if there are extended absences or vacancies in any funded program.
    - A plan for the continuity of services must be provided to the AAA in the event of absences or vacancies.
2. The Area Agency on Aging expects the contracting agency to encourage participants to take advantage of the nutrition counseling offered by a Registered Dietitian who has been identified by the Area Agency on Aging.

Service Area for Central Mississippi Planning and Development District/ Central Mississippi Area Agency on Aging includes the following counties: Copiah, Hinds, Madison, Rankin, Simpson, Warren, and Yazoo.

SCOPE OF WORK

NON-STATE MEALS CONTRACT (NSMC)

Title III -C2 or SSBG HOME-DELIVERED MEALS

PROGRAM PURPOSE

The Nutrition program, authorized under Title III-C of the Older Americans Act (OAA) of 1965 and also provided through Title XX SSBG funding, aims to provide eligible homebound, functionally impaired individuals—especially those facing economic and social challenges, low-income minorities, older adults with limited English proficiency, and those at nutritional risk—with at least five nutritious meals per week at the lowest reasonable cost. The program promotes the physical and mental health of older adults through improved nutrition and supports their ability to maintain self-sufficiency and quality of life, enabling them to remain at home and delay or avoid institutionalization.

The program targets adults aged 60 and older who are most in need, with a focus on low-income, minority, and rural older adults, as well as those with limited English proficiency or at risk of institutional care.

The home-delivered meal program provides a minimum of five nutritious meals per week which meet federal and state nutritional guidelines, addressing special dietary needs when required.

SCOPE OF WORK TO BE PERFORMED

The Subcontractor will participate with the AAA to develop and maintain a comprehensive and coordinated system to provide nutrition services under **Title III-C2** or **Title XX SSBG** funding, ensuring the following responsibilities are met:

1. **General Responsibilities of the Subcontractor:**
    - Effectively meet the needs of each **home-delivered meal** participant.
    - Manage the program's fiscal and administrative responsibilities.
    - Provide eligibility determination and redetermination of clients using the Consumer Information Form
    - Paid staff shall have orientation training prior to working in the program and at a minimum annual training
    - Training shall include routine management and administrative procedures at the home-delivered meal drop-off point; such as, record keeping systems, reporting requirements, food safety and delivery service
    - Delivery persons should be trained on the contribution policy
    - All personnel of the Subcontractor shall maintain participant confidentiality
    - Any person who administers a Consumer Information must receive training

- All training shall be documented via sign-in sheets with date and topic/training title
- All staff will attend any meetings or trainings announced by the AAA as mandatory
- Provide nutrition education to home-delivered participants on a quarterly basis
- Make arrangements for nutrition counseling when necessary and funds allow
- Ensure that emergency preparedness plans are in place for inclement or adverse weather in the Planning and Service Area (PSA), to ensure meal services and operations continue without disruption.
- Ensure that all paid staff are informed of state and federal holidays so that delivery of meals are scheduled as appropriate and without disruption

2. **Managing Waiting List:**
    - The Subcontractor, in cooperation with the AAA, is responsible for **filtering the waiting list** to ensure compliance with the final rule of the **Older Americans Act** (OAA).
    - Ensure that all individuals on the waiting list are properly screened with CIFs forwarded to the AAA
    - Ensure that the **CIF (Client Information Form)** is **updated annually** for each participant in the program.
    - **Priority for Services:** Priority shall be given to individuals who are:
        - **Low-income older adults** (at or below 185% of the federal poverty level).
        - **Minority older individuals**.
        - **Older adults with limited English proficiency**.
        - **Older adults are at risk of institutional care.**

UNIT OF SERVICE

One unit of service equals one meal delivered to an eligible client.

TIMELINES/DEADLINES/REPORTING AND DOCUMENTATION REQUIREMENTS

The Subcontractor must report to the AAA the number of those individuals served under Title III C 2 or Title XX SSBG as determined through the CIF process. The Subcontractors are required to report on persons served, Title III C 2 or Title XX SSBG expenditures, total service expenditures, and program income received.

The Subcontractors are required to maintain documentation to be submitted at the request of the AAA regarding information on the services funded under this part, and standards and mechanisms by the quality of the services shall be assured.

- Monthly expenditures shall be reported by subgrant/agreement no later than the 5th day of the month following the expenditures.

- Expenditures reported shall be accompanied by the following required supporting documentation
    - Home-delivered Meals Delivery – service logs and invoice from the provider
    - Delivery logs signed by the client must be utilized but shall remain on file with the subcontractor. These will be monitored by the AAA.
    - Documentation of nutrition education provided **quarterly** to home-delivered meal participants must be submitted to the **AAA.**
    - **Examples of Supporting Documents:**
        - Materials used for nutritional education.
        - Sign-in sheets for participants.
        - Staff member's time sheets showing time spent on educational activities.
        - Documentation of nutrition counseling sessions (as applicable) must be

submitted to the **AAA.**

HOURS OF OPERATION

Older Adult individuals and their families should be able to reach someone at the **administrative office during the business hours of operation, which are from 8:00 AM – 4:30 PM, M – F.**

ADDITIONAL REQUIREMENTS

A. It will be the responsibility of the Subcontractor to report to the AAA Director or the designated responsible party, to provide notice when there will be extended absences or vacancies in the funded program. There will also need to be a plan for the continuity of services provided to the AAA if/when these situations occur.

B. The Subcontractor is responsible for carrying out the home-delivered meal delivery program as further described and agreed upon in the Response to Request for Proposals, which was submitted to the AAA by the Subcontractor.

SUPPORTIVE DOCUMENTATION:

Supporting documentation includes but is not limited to: signed delivery logs and invoices from the provider, monthly logs that include the number of clients served and type of service; any other documentation requested by the AAA.

Service Area for Central Mississippi Planning and Development District/ Central Mississippi Area Agency on Aging includes the following counties: Copiah, Hinds, Madison, Rankin, Simpson, Warren, and Yazoo

Exhibit F

MDHS
Service Provider Risk Assessment

MDHS
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

Robert G. Anderson
Executive Director

SERVICE PROVIDER RISK ASSESSMENT

Contractor:	City of Jackson			
FEIN:		**Assessment Time Period:**		
Score	Category	Low Risk	Medium Risk	High Risk
10	**Executive Staff**	CEO and CFO have 2+ years in this position and demonstrate successful performance of their duties by having reduced items identified in their monitoring each program year.	Only CEO or only the CFO have 2+ years in this position and demonstrate successful performance of their duties by having reduced items identified in their monitoring each program year.	Neither CEO or CFO have 2+ years in this position or do not consistently demonstrate successful performance of their duties by having reduced items identified in their monitoring each program year.
	Select by typing X	x		
	Hidden formula row	10	FALSE	FALSE
4	**Key Staff**	Adequate staff of 10 or more performing duties required in the agreement with none having multiple roles and provide services timely.	Moderate staff of 7-10 performing duties required in the agreement with three or less having multiple roles and provide services timely.	Inadequate staff being less than seven performing duties in the agreement with three or more having multiple roles and unable to provide services timely.
	Select by typing X	x		
	Hidden formula row	4	FALSE	FALSE
7	**Monthly Expenditures Reporting**	Highly accurate data, monthly reports are submitted timely, reconcile with monthly reports throughout the fiscal year.	Reports submitted timely but requiring multiple follow ups or reports submitted within 15 days of due date. Materially accurate data, occasional immaterial variances with monthly reports throughout the fiscal year.	Reports submitted 16+ days past due date. Ongoing follow up required. Expenditure fluctuations, missing data, variance with monthly reports. Numerous re-submission.
	Select by typing X		x	
	Hidden formula row	FALSE	7	FALSE

MDHS
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

Robert G. Anderson
Executive Director

SERVICE PROVIDER RISK ASSESSMENT

Contractor:	City of Jackson			
FEIN:		**Assessment Time Period:**		
Score	Category	Low Risk	Medium Risk	High Risk
8	**Concerns from Fiscal Monitoring** Select by typing X Hidden formula row	Services budgeted are sustainable. No deficiencies or material weaknesses in internal controls identified during the testing of the transactions during the monitoring process. FALSE	Staff seem aware of funding climate and closely monitor expenditures to keep within budgets. Non-critical or readily correctable deficiencies identified during program monitoring; No material weaknesses in internal controls identified or non-compliance on internal controls matters required to be reported. Contractor able to correct with assistance. x 8	Overpayment due to contractor lack of docs or CAP requested. Multiple or significant deficiencies and/or material weaknesses in internal controls. FALSE
12	**Concerns from Programmatic Monitoring of Title III B** Select by typing X Hidden formula row	0-1 concerns identified in monitoring, but contractor has viable plan to correct during the current program year. FALSE	2-3 concerns identifed in monitoring, but contractor has viable plan to correct during for the current program year. x 12	More than 3 concerns identified in monitoring, or have no viable plan to correct the concerns identified. FALSE
13	**Concerns from Programmatic Monitoring of Title III C** Select by typing X Hidden formula row	0-1 concerns identified in monitoring, but contractor has viable plan to correct during the current program year. FALSE	2-3 concerns identifed in monitoring, but contractor has viable plan to correct during for the current program year. x 13	More than 3 concerns identified in monitoring, or have no viable plan to correct the concerns identified. FALSE
0	**Concerns from Programmatic Monitoring of Title III D** N/AH Hidden formula row	0-1 concerns identified in monitoring, but contractor has viable plan to correct during the current program year. FALSE	2-3 concerns identifed in monitoring, but contractor has viable plan to correct during for the current program year. FALSE	More than 3 concerns identified in monitoring, or have no viable plan to correct the concerns identified. FALSE

MDHS
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

Robert G. Anderson
Executive Director

SERVICE PROVIDER RISK ASSESSMENT

Contractor:	City of Jackson			
FEIN:		**Assessment Time Period:**		
Score	Category	Low Risk	Medium Risk	High Risk
0	**Concerns from Programmatic Monitoring of Title III E** N/A Hidden formula row	0-1 concerns identified in monitoring, but contractor has viable plan to correct during the current program year. FALSE	2-3 concerns identifed in monitoring, but contractor has viable plan to correct during for the current program year. FALSE	More than 3 concerns identified in monitoring, or have no viable plan to correct the concerns identified. FALSE
9	**Concerns from Programmatic Monitoring of Contractor's Staff for General Requirements for All Service Providers** Select by typing X Hidden formula row	0-1 concerns identified in monitoring, but contractor has viable plan to correct during the current program year. FALSE	2-3 concerns identifed in monitoring, but contractor has viable plan to correct during for the current program year. x 9	More than 3 concerns identified in monitoring, or have no viable plan to correct the concerns identified. FALSE
28	**Questioned Costs by program or fiscal staff** Select by typing X Hidden formula row	No questioned costs identified. x 28	No action taken to recoop program specific funds as a result disallowed costs in accordance with federal and state requirements. FALSE	Questioned costs in more than one program area, or action taken to recoup program specific funds as a result of disallowed in accordance with federal and state requirements. FALSE
6	**Confidentiality and Retention of Records** Select by typing X Hidden formula row	No record confidentiality or retention issues identified during monitoring and contractor ensures document integrity during staff turnover. x 6	No record confidentiality or retention issues identified during monitoring, but contractor does not have current plan that ensures document integrity during staff turnover. FALSE	Record confidentiality or retention issues identified during monitoring, and contractor does not have current plan that ensures document integrity during staff turnover. FALSE

MDHS
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

Robert G. Anderson
Executive Director

SERVICE PROVIDER RISK ASSESSMENT

Contractor:	City of Jackson			
FEIN:		**Assessment Time Period:**		
Score	**Category**	**Low Risk**	**Medium Risk**	**High Risk**
4	**Policies and Procedures**	Written policies/procedures reflect most recent OAA; updated Rules/Regulations and are in line with the AAA Area Plan.	Written policies/procedures exist, but are not current, or some information required by statute. Regulations are missing.	No written policies/procedures or existing policies and procedures are out of date and don't include a substantial amount of statutes, regulations or requirements.
	Select by typing X		x	
	Hidden formula row	FALSE	4	FALSE
12	**Corrective Action Plan**	No Corrective Action Plan currently or within the last year and contractor not on high risk.	Contractor was on high risk in past year, but Corrective action plan submitted addresses issues set forth within and contractor is substantially compliant with approved Corrective Action Plan; or contractor has been medium risk for two consecutive years.	Contractor is currently determined high risk and corrective action plan submitted in the past year has not been satisfied; or the contractor has been high or moderate risk for more than two consecutive years.
	Select by typing X	x		
	Hidden formula row	12	FALSE	FALSE
2	**Staff Training and Assurances**	Staff list is current and proof of all training and assurances are up to date including back ground checks, licensure, CPR certification, etc.	Staff list is current but certifications, training, and assurances are not up to date within two years.	Staff list is not current and certifications, training, and assurances are not up to date within two years.
	Select by typing X	x		
	Hidden formula row	2	FALSE	FALSE
14	**Conflict of Interest**	No individual or organizational conflict of interest identified.	Two or less conflicts of interest identified and a plan to remedy conflicts are in place.	Three or more conflicts of interest are identified and a plan to remedy conflicts are in place or any conflicts of interest identified with no plan to remedy conflicts in is place.
	Select by typing X	x		
	Hidden formula row	14	FALSE	FALSE

MDHS
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

Robert G. Anderson
Executive Director

SERVICE PROVIDER RISK ASSESSMENT

Contractor:	City of Jackson			
FEIN:		**Assessment Time Period:**		
Score	Category	Low Risk	Medium Risk	High Risk
AAA program comments (*remarks/observations/commentary*):				
58%	**Programmatic Risk Score — The percent on the left is the auto-calculated score. The risk designation (low, medium, or high) on the right corresponds to the percent score.**		**High Risk**	
Analyst: Chelsea Crittle, PhD				
Date: 9/7/2026				

Signature: AAA Director | Date | Designated Signatory for Service Provider | Date

28

OFFICE OF THE CITY ATTY

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE NEGRO IN MISSISSIPPI HISTORICAL SOCIETY UNLIMITED FOR A COLLABORATIVE PARTNERSHIP WITH SMITH ROBERTSON MUSEUM AND CULTURAL CENTER

WHEREAS, The Negro in Mississippi Historical Society Unlimited, doing business as NMHS Unlimited Film Productions ("NMHS Unlimited"), is a nonprofit corporation directed by Dr. Wilma E. Mosley Clopton whose purpose is preserving, documenting, and educating the public about African American history in Mississippi; and

WHEREAS, NMHS Unlimited has informally collaborated with Smith Robertson Museum and Cultural Center ("Museum") for many years, most recently producing plays and competitions at the Museum, which has helped introduce new and diverse audiences to the Museum and its exhibitions, collections, educational resources and cultural programming; and

WHEREAS, through the proposed MOU, NMHS Unlimited and the Museum ("Parties") seek to formalize, strengthen, and expand this longstanding relationship; and

WHEREAS, the Parties agree to work collaboratively in support of their shared mission to preserve, interpret, document, and promote African American history, culture, and community heritage throughout Mississippi and beyond; and

WHEREAS, as part of this partnership, the Museum may provide NMHS Unlimited reasonable access to designated Museum facilities, resources, collections, and institutional expertise for mutually approved collaborative activities; such access shall remain subject to Museum operations, scheduling, availability, preservation requirements, security procedures, and applicable Museum policies; and

WHEREAS, collaborative use of Museum facilities and resources may include, but is not limited to:

1. Board, advisory, organizational, and planning meetings;
2. Administrative, archival, research, or project workspace as mutually agreed upon;
3. Community forums and public conversations;
4. Educational workshops and training sessions;
5. Oral-history interviews and community documentation;
6. Historical research and archival projects;
7. Exhibitions and exhibition planning;
8. Film screenings and discussions;
9. Documentary-film and multimedia project development;
10. Live multimedia performances, plays, and cultural presentations;
11. Competitions and community programs;
12. Public lectures, symposiums, and panel discussions;
13. Student research, internships, and experiential learning activities;
14. Community engagement events;
15. Archival preservation and digitization initiatives;
16. Research, writing, and interpretive-content development; and

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(Stimley, Horhn)

17. Other mutually approved educational, artistic, historical, cultural, or public-humanities activities; and

WHEREAS, the Parties acknowledge that Museum facilities and resources are intended to function as a collaborative environment supporting ongoing historical preservation, educational programming, cultural expression, artistic production, research, and community engagement and shall not be considered solely as meeting or office space; and

WHEREAS, nothing in this MOU guarantees the availability of a particular Museum space, collection, resource, or facility at a particular time; specific uses shall be coordinated and approved by the Museum through its authorized representative; and

WHEREAS, as a part of the proposed MOU, the Museum agrees to:

1. Provide reasonable access to Museum facilities for mutually approved meetings, programming, exhibitions, screenings, performances, competitions, research, and collaborative activities, subject to availability and Museum policies;

2. Collaborate with NMHS Unlimited on the development and presentation of exhibitions, public programs, educational activities, films, performances, and interpretive initiatives;

3. Provide curatorial guidance, historical expertise, institutional knowledge, and public history support when appropriate and available;

4. Facilitate reasonable access to Museum collections and archival materials in accordance with Museum policies, preservation standards, copyright restrictions, donor agreements, and applicable law;

5. Participate, when appropriate, in collaborative planning, grant development, historical research, community engagement, and public-humanities initiatives;

6. Provide reasonable assistance with the coordination of approved Museum-based activities;

7. Promote jointly sponsored or mutually approved programs through appropriate Museum communication channels;

8. Identify opportunities for NMHS Unlimited to participate in exhibitions, educational programming, cultural events, public lectures, screenings, performances, competitions, and other Museum activities; and

9. Participate in the evaluation and documentation of collaborative projects when appropriate; and

WHEREAS, as a part of the proposed MOU, NMHS Unlimited agrees to:

1. Develop and coordinate documentary, educational, artistic, historical, cultural, and community-based programming related to African American history and heritage;

2. Provide leadership in historical research, oral-history collection, filmmaking, storytelling, cultural preservation, artistic production, and community engagement;

3. Assist with the development of exhibitions, films, live multimedia performances, interpretive materials, educational resources, competitions, and public programs;

4. Contribute researchers, filmmakers, writers, artists, historians, educators, performers, production personnel, and other qualified professionals when appropriate and available;

5. Assist in identifying funding opportunities, preparing grant applications, and developing project proposals that strengthen the partnership and expand public programming;

6. Coordinate volunteers, interns, students, community participants, artists, and technical personnel for collaborative projects when appropriate;

7. Share relevant research, historical materials, interpretive content, and production expertise, subject to applicable ownership, privacy, confidentiality, copyright, and permission requirements;

8. Promote mutually approved Museum exhibitions, programs, screenings, performances, competitions, and educational activities through NMHS Unlimited's communication networks;

9. Participate in collaborative planning, evaluation, documentation, and reporting for jointly sponsored activities; and

10. Obtain appropriate permissions and releases for interviews, performances, recordings, photographs, or other content produced or supplied by NMHS Unlimited in connection with collaborative projects; and

WHEREAS, the Parties may mutually identify and invite colleges, universities, historical organizations, cultural institutions, governmental agencies, community organizations, artists, educators, researchers, filmmakers, and other qualified partners to participate in specific initiatives; and

WHEREAS, such partners may provide support including faculty expertise, student researchers and interns, digital archiving, oral-history documentation, exhibition development, digital storytelling, grant administration, educational curriculum, community-based research, artistic services, technical production, and other resources; and

WHEREAS, unless otherwise agreed in writing, the participation of a third party in a particular initiative shall not make that organization a party to the MOU or authorize that organization to bind either Party; and

WHEREAS, the Parties may identify collaborative projects through periodic planning meetings, written proposals, grant applications, project plans, or other mutually approved processes; and

WHEREAS, specific projects may, when appropriate, identify the scope and objectives of the project, responsibilities of participating organizations, schedule, personnel, budget, funding source, facility requirements, ownership and use of intellectual property, publicity and branding arrangements, archival requirements, and reporting obligations; and

WHEREAS, the MOU does not, by itself, create a financial obligation for either Party; each Party shall remain responsible for its own costs and expenses unless otherwise agreed in writing; and

WHEREAS, the Parties may jointly pursue grants, sponsorships, donations, and other funding opportunities that advance their shared objectives, and financial obligations arising from a particular grant, contract, sponsored project, or other funded initiative shall be addressed through the applicable funding documents or a separate written agreement; and

WHEREAS, neither Party may bind the other to a contract, expenditure, debt, grant obligation, or other financial commitment without prior written authorization from the other Party's authorized representative; and

WHEREAS, each Party shall retain ownership of materials, records, trademarks, logos, photographs, recordings, research, creative works, and other intellectual property that it owned or independently developed prior to or outside a collaborative project; and

WHEREAS, ownership and permitted use of materials created jointly or specifically for a collaborative project may be addressed through a separate project agreement when appropriate; and

WHEREAS, neither Party may use the other Party's name, logo, trademark, archival materials, photographs, recordings, or other protected materials for commercial or promotional purposes without appropriate authorization; and

WHEREAS, the Parties may publicly acknowledge their collaborative relationship in program materials, press releases, grant applications, exhibitions, websites, social media, and other communications, provided that such communications accurately represent the nature and scope of the partnership; and

WHEREAS, because the Parties' collaborative work may involve archival materials, oral histories, personal accounts, photographs, recordings, unpublished research, and historically sensitive subject matter, the Parties agree to exercise reasonable care in the collection, preservation, interpretation, and presentation of such materials; and

WHEREAS, the Parties shall respect applicable privacy rights, copyright protections, donor restrictions, consent requirements, archival standards, and cultural protocols; and

WHEREAS, the Parties further agree to make reasonable efforts to ensure that collaborative research, exhibitions, films, educational materials, public programs, and performances are historically responsible, factually supported, culturally respectful, and appropriately contextualized; and

WHEREAS, the MOU shall become effective upon the date of the final signature by both Parties and shall remain in effect for an initial term of three (3) years and may be renewed for successive four-year terms upon the mutual agreement of the Parties; and

WHEREAS, representatives of NMHS Unlimited and the Museum shall meet at least annually, or as otherwise mutually agreed, to review the partnership, evaluate accomplishments, identify future opportunities, discuss programming and funding possibilities, address operational concerns, and consider modifications that may strengthen the collaboration; and

WHEREAS, either Party may terminate this MOU by providing at least sixty (60) days' written notice to the other Party; and

WHEREAS, termination of the MOU shall not automatically terminate a separate project agreement, grant agreement, contract, or other written obligation previously approved by the Parties; and

WHEREAS, if collaborative projects or grant-funded activities are underway at the time notice of termination is provided, the Parties agree to discuss in good faith an appropriate plan for completion, transition, transfer, or closure of those activities, subject to applicable contractual, legal, financial, and funding requirements; and

WHEREAS, the MOU shall not be construed as creating a legal partnership, joint venture, agency relationship, employment relationship, fiduciary relationship, or exclusive relationship between the Parties; and

WHEREAS, except as otherwise expressly agreed in a separate written agreement approved by the governing authorities, the MOU does not create a financial obligation upon either Party; and

WHEREAS, each Party shall retain full authority and responsibility for its own governance, personnel, finances, operations, records, policies, and institutional decisions; and

WHEREAS, neither Party may represent that it possesses authority to act on behalf of or legally bind the other Party unless such authority has been expressly granted in writing; and

WHEREAS, the MOU may be amended at any time through a written amendment or addendum approved by the governing authorities and signed by authorized representatives of both Parties; and

WHEREAS, the Department of Human and Cultural Services recommends approval of this memorandum of understanding.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Memorandum of Understanding with The Negro in Mississippi Historical Society Unlimited, d/b/a NMHS Unlimited Film Productions, consistent with the terms set forth herein.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE NEGRO IN MISSISSIPPI HISTORICAL SOCIETY UNLIMITED FOR A COLLABORATIVE PARTNERSHIP WITH SMITH ROBERTSON MUSEUM AND CULTURAL CENTER** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

9/28/2026
DATE

Terry Williamson, *Legal Counsel*

CITY COUNCIL AGENDA ITEM DATA SHEET

September 28, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE NEGRO IN MISSISSIPPI HISTORICAL SOCIETY UNLIMITED FOR A COLLABORATIVE PARTNERSHIP WITH SMITH ROBERTSON MUSEUM AND CULTURAL CENTER**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. 5. 7.
3.	**Who will be affected**	Visitors to the Smith Robertson Museum & Cultural Center
4.	**Benefits**	The collaboration with NMHS Unlimited will provide additional programming and educational materials for Smith Robertson Museum & Cultural Center
5.	**Schedule (beginning date)**	After the parties execute the MOU
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 7 Citywide
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Department of Human and Cultural Services and Dr. Wilma E. Mosley Clopton
8.	**COST**	The MOU imposes no financial obligation on the City
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	N/A

DEPARTMENT OF HUMAN & CULTURAL SERVICES

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Pamela D.C. Junior

Date: September 18, 2026

Subject: Agenda Item for City Council Meeting

Attached is an agenda item authorizing a Memorandum of Understanding between the City and The Negro in Mississippi Historical Society Unlimited, d/b/a NMHS Unlimited Film Productions ("NMHS Unlimited") that will formalize a long-term strategic collaboration between Smith Robertson Museum and Cultural Center and NMHS Unlimited. The direct benefit to the Museum should be additional educational programming that will enhance community engagement with the Museum. The efforts of NMHS Unlimited will be led by Dr. Wilma E. Mosley Clopton, the daughter of Dr. Jessie Bryant Mosley.

This MOU does not include any financial obligations on either party. In the event that the parties foresee a collaboration that is intended to lead to the creation of specific intellectual property, such as films, theatre productions, or exhibits, then the MOU contemplates the parties entering into a separate agreement for the specific project.

If you have any questions or comments, please do not hesitate to call me at (601) 960-2314.

MEMORANDUM OF UNDERSTANDING

BETWEEN
THE NEGRO IN MISSISSIPPI HISTORICAL SOCIETY UNLIMITED
d/b/a NMHS Unlimited Film Productions
AND
THE CITY OF JACKSON, MISSISSIPPI

This Memorandum of Understanding ("MOU") is entered into by and between **The Negro in Mississippi Historical Society Unlimited, doing business as NMHS Unlimited Film Productions ("NMHS Unlimited")**, and **the City of Jackson, Mississippi on behalf of Smith Robertson Museum & Cultural Center ("Museum")**. NMHS Unlimited and the Museum may be referred to individually as a "Party" and collectively as the "Parties,"

WHEREAS, the purpose of this MOU is to formalize a long-term, strategic partnership dedicated to researching, preserving, interpreting, documenting, and sharing the history, culture, contributions, and lived experiences of African American communities in Mississippi and beyond; and

WHEREAS, the Parties recognize the importance of preserving stories that have historically been overlooked, underrepresented, or excluded from traditional historical records. Through this partnership, the Parties intend to collaborate on exhibitions, documentary films, archival and oral-history projects, educational programming, live multimedia performances, public humanities initiatives, community engagement activities, competitions, screenings, lectures, and other projects that advance the understanding and appreciation of African American history and culture; and

WHEREAS, this MOU reaffirms the Parties' shared commitment to historical preservation, public education, cultural expression, artistic excellence, and community engagement while establishing a framework for continued and expanded collaboration; and

WHEREAS, the relationship between NMHS Unlimited and the Smith Robertson Museum & Cultural Center is grounded in a shared history and commitment to the preservation of African American history in Mississippi; and

WHEREAS, NMHS Unlimited was originally founded in the 1940s as The Negro in Mississippi Historical Society by Dr. Jessie Bryant Mosley, a social activist, historian, and founder of the Smith Robertson Museum & Cultural Center. Dr. Mosley dedicated herself to preserving and documenting African American history in Mississippi at a time when many of those stories were excluded from the traditional historical record; and

WHEREAS, today, under the leadership of her daughter, Dr. Wilma E. Mosley Clopton, an award-winning video historian, filmmaker, author, playwright, and cultural preservationist, NMHS Unlimited continues that founding mission through historical research, documentary filmmaking, publications, theatrical productions, multimedia performances, educational programming, and community engagement; and

WHEREAS, NMHS Unlimited has produced more than twenty short documentary films, five books, a children's coloring book, and six plays. Beginning in 2023, the organization expanded its programming to include live multimedia performances written, produced, and directed by Dr. Clopton; and

WHEREAS, in 2025, NMHS Unlimited presented Walking in Her Footsteps at the Two Mississippi Museums. The interdisciplinary production incorporated original music scored for symphony, African dancers and drummers from Jackson State University, the Women's Choir from Tougaloo College, twenty-six musicians from the Mississippi Symphony Orchestra, actors from across the region, and a professional technical and production crew; and

WHEREAS, NMHS Unlimited also draws upon a network of researchers, scholars, historians, filmmakers, artists, educators, performers, technical professionals, academic institutions, cultural organizations, and community partners throughout Mississippi and beyond; and

WHEREAS, the Parties further acknowledge their history of direct collaboration. In 2004, NMHS Unlimited worked with the Museum in an unofficial advisory capacity when Museum staff and NMHS representatives traveled to Meridian, Mississippi, following a lead provided to Dr. Clopton concerning artifacts associated with Emmett Till. The Parties subsequently collaborated on additional programming, including Phenomenal She, recognizing women in Jackson who made significant contributions to their families, communities, professions, and the broader development of the city; and

WHEREAS, more recently, NMHS Unlimited has produced plays and competitions at the Museum, helping introduce new and diverse audiences to the Museum and its exhibitions, collections, educational resources, and cultural programming; and

WHEREAS, through this MOU, the Parties seek to formalize, strengthen, and expand this longstanding relationship.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, do agree as follows:

I. COLLABORATIVE PARTNERSHIP AND SHARED RESOURCES

The Museum and NMHS Unlimited agree to work collaboratively in support of their shared mission to preserve, interpret, document, and promote African American history, culture, and community heritage throughout Mississippi and beyond.

As part of this partnership, the Museum may provide NMHS Unlimited reasonable access to designated Museum facilities, resources, collections, and institutional expertise for mutually approved collaborative activities. Such access shall remain subject to Museum operations, scheduling, availability, preservation requirements, security procedures, and applicable Museum policies.

Collaborative use of Museum facilities and resources may include, but is not limited to:

1. Board, advisory, organizational, and planning meetings;
2. Administrative, archival, research, or project workspace as mutually agreed upon;
3. Community forums and public conversations;
4. Educational workshops and training sessions;
5. Oral-history interviews and community documentation;
6. Historical research and archival projects;
7. Exhibitions and exhibition planning;
8. Film screenings and discussions;
9. Documentary-film and multimedia project development;
10. Live multimedia performances, plays, and cultural presentations;
11. Competitions and community programs;
12. Public lectures, symposiums, and panel discussions;
13. Student research, internships, and experiential learning activities;
14. Community engagement events;
15. Archival preservation and digitization initiatives;
16. Research, writing, and interpretive-content development; and
17. Other mutually approved educational, artistic, historical, cultural, or public-humanities activities.

The Parties acknowledge that Museum facilities and resources are intended to function as a collaborative environment supporting ongoing historical preservation, educational programming, cultural expression, artistic production, research, and community engagement and shall not be considered solely as meeting or office space.

Nothing in this MOU guarantees the availability of a particular Museum space, collection, resource, or facility at a particular time. Specific uses shall be coordinated and approved by the Museum through its authorized representative.

II. MUTUAL COMMITMENTS AND RESPONSIBILITIES

The partnership between NMHS Unlimited and the Museum is founded upon reciprocal support, shared stewardship, professional collaboration, and respect for the history and communities represented through the Parties' work. Each Party agrees to contribute its respective expertise, resources, relationships, and institutional capacity toward mutually approved initiatives.

A. Smith Robertson Museum & Cultural Center

The Museum agrees to:

1. Provide reasonable access to Museum facilities for mutually approved meetings, programming, exhibitions, screenings, performances, competitions, research, and collaborative activities, subject to availability and Museum policies;

2. Collaborate with NMHS Unlimited on the development and presentation of exhibitions, public programs, educational activities, films, performances, and interpretive initiatives;

3. Provide curatorial guidance, historical expertise, institutional knowledge, and public history support when appropriate and available;

4. Facilitate reasonable access to Museum collections and archival materials in accordance with Museum policies, preservation standards, copyright restrictions, donor agreements, and applicable law;

5. Participate, when appropriate, in collaborative planning, grant development, historical research, community engagement, and public-humanities initiatives;

6. Provide reasonable assistance with the coordination of approved Museum-based activities;

7. Promote jointly sponsored or mutually approved programs through appropriate Museum communication channels;

8. Identify opportunities for NMHS Unlimited to participate in exhibitions, educational programming, cultural events, public lectures, screenings, performances, competitions, and other Museum activities; and

9. Participate in the evaluation and documentation of collaborative projects when appropriate.

B. NMHS Unlimited

NMHS Unlimited agrees to:

1. Develop and coordinate documentary, educational, artistic, historical, cultural, and community-based programming related to African American history and heritage;

2. Provide leadership in historical research, oral-history collection, filmmaking, storytelling, cultural preservation, artistic production, and community engagement;

3. Assist with the development of exhibitions, films, live multimedia performances, interpretive materials, educational resources, competitions, and public programs;

4. Contribute researchers, filmmakers, writers, artists, historians, educators, performers, production personnel, and other qualified professionals when appropriate and available;

5. Assist in identifying funding opportunities, preparing grant applications, and developing project proposals that strengthen the partnership and expand public programming;

6. Coordinate volunteers, interns, students, community participants, artists, and technical personnel for collaborative projects when appropriate;

7. Share relevant research, historical materials, interpretive content, and production expertise, subject to applicable ownership, privacy, confidentiality, copyright, and permission requirements;

8. Promote mutually approved Museum exhibitions, programs, screenings, performances, competitions, and educational activities through NMHS Unlimited's communication networks;

9. Participate in collaborative planning, evaluation, documentation, and reporting for jointly sponsored activities; and

10. Obtain appropriate permissions and releases for interviews, performances, recordings, photographs, or other content produced or supplied by NMHS Unlimited in connection with collaborative projects.

III. ADDITIONAL ACADEMIC, CULTURAL, AND COMMUNITY PARTNERS

The Parties recognize that successful historical preservation and public programming frequently require collaboration among cultural institutions, educational institutions, governmental entities, community organizations, artists, historians, researchers, and other professionals.

Accordingly, the Parties may mutually identify and invite colleges, universities, historical organizations, cultural institutions, governmental agencies, community organizations, artists, educators, researchers, filmmakers, and other qualified partners to participate in specific initiatives.

Such partners may provide support including faculty expertise, student researchers and interns, digital archiving, oral-history documentation, exhibition development, digital storytelling, grant administration, educational curriculum, community-based research, artistic services, technical production, and other resources.

Unless otherwise agreed in writing, the participation of a third party in a particular initiative shall not make that organization a party to this MOU or authorize that organization to bind either Party.

IV. PROJECT DEVELOPMENT AND FUNDING

The Parties may identify collaborative projects through periodic planning meetings, written proposals, grant applications, project plans, or other mutually approved processes.

Specific projects may, when appropriate, identify the scope and objectives of the project, responsibilities of participating organizations, schedule, personnel, budget, funding source, facility requirements, ownership and use of intellectual property, publicity and branding arrangements, archival requirements, and reporting obligations.

This MOU does not, by itself, create a financial obligation for either Party. Each Party shall remain responsible for its own costs and expenses unless otherwise agreed in writing.

The Parties may jointly pursue grants, sponsorships, donations, and other funding opportunities that advance their shared objectives. Financial obligations arising from a particular grant, contract, sponsored project, or other funded initiative shall be addressed through the applicable funding documents or a separate written agreement.

Neither Party may bind the other to a contract, expenditure, debt, grant obligation, or other financial commitment without prior written authorization from the other Party's authorized representative.

V. INTELLECTUAL PROPERTY AND PUBLICITY

Pre-Existing and Independently Developed Materials. Each Party shall retain ownership of materials, records, trademarks, logos, photographs, recordings, research, creative works, and other intellectual property that it owned or independently developed prior to or outside a collaborative project.

Ownership and permitted use of materials created jointly or specifically for a collaborative project may be addressed through a separate project agreement when appropriate.

Neither Party may use the other Party's name, logo, trademark, archival materials, photographs, recordings, or other protected materials for commercial or promotional purposes without appropriate authorization.

The Parties may publicly acknowledge their collaborative relationship in program materials, press releases, grant applications, exhibitions, websites, social media, and other communications, provided that such communications accurately represent the nature and scope of the partnership.

VI. HISTORICAL INTEGRITY, PRIVACY, AND STEWARDSHIP

Because the Parties' collaborative work may involve archival materials, oral histories, personal accounts, photographs, recordings, unpublished research, and historically sensitive subject matter, the Parties agree to exercise reasonable care in the collection, preservation, interpretation, and presentation of such materials.

The Parties shall respect applicable privacy rights, copyright protections, donor restrictions, consent requirements, archival standards, and cultural protocols.

The Parties further agree to make reasonable efforts to ensure that collaborative research, exhibitions, films, educational materials, public programs, and performances are historically responsible, factually supported, culturally respectful, and appropriately contextualized.

VII. TERM, EVALUATION, AND RENEWAL

This MOU shall become effective upon the date of the final signature by both Parties.

The MOU shall remain in effect for an initial term of **three (3) years** and may be renew for successive four-year terms upon the mutual agreement of the parties.

Representatives of NMHS Unlimited and the Museum shall meet at least annually, or as otherwise mutually agreed, to review the partnership, evaluate accomplishments, identify future opportunities, discuss programming and funding possibilities, address operational concerns, and consider modifications that may strengthen the collaboration.

VIII. TERMINATION

Either Party may terminate this MOU by providing at least **sixty (60) days' written notice** to the other Party.

Termination of this MOU shall not automatically terminate a separate project agreement, grant agreement, contract, or other written obligation previously approved by the Parties.

If collaborative projects or grant-funded activities are underway at the time notice of termination is provided, the Parties agree to discuss in good faith an appropriate plan for completion, transition, transfer, or closure of those activities, subject to applicable contractual, legal, financial, and funding requirements.

IX. GENERAL PROVISIONS

This MOU establishes a framework for a collaborative relationship between NMHS Unlimited and the Smith Robertson Museum & Cultural Center and reflects the Parties' shared intentions to work cooperatively in advancing historical preservation, public education, cultural expression, artistic programming, and community engagement.

Nothing contained in this MOU shall be construed as creating a legal partnership, joint venture, agency relationship, employment relationship, fiduciary relationship, or exclusive relationship between the Parties.

Except as otherwise expressly agreed in a separate written agreement approved by the governing authorities, this MOU does not create a financial obligation upon either Party.

Each Party shall retain full authority and responsibility for its own governance, personnel, finances, operations, records, policies, and institutional decisions.

Neither Party may represent that it possesses authority to act on behalf of or legally bind the other Party unless such authority has been expressly granted in writing.

This MOU may be amended at any time through a written amendment or addendum approved by the governing authorities and signed by authorized representatives of both Parties.

The Parties acknowledge that the nature and scope of their collaborative activities may evolve as new opportunities, technologies, partnerships, research initiatives, funding sources, and community needs emerge. The Parties therefore intend for this MOU to provide a flexible

framework within which future collaborative initiatives may be developed and separately approved.

X. SIGNATURES

By signing below, the authorized representatives of NMHS Unlimited and the City of Jackson, on behalf of Smith Robertson Museum & Cultural Center affirm their commitment to the principles, responsibilities, and collaborative vision outlined in this Memorandum of Understanding and agree to work in good faith to advance the preservation, interpretation, documentation, education, and celebration of Mississippi's African American history and cultural heritage.

THE NEGRO IN MISSISSIPPI HISTORICAL SOCIETY UNLIMITED
d/b/a NMHS Unlimited Film Productions

Name: _____

Title: _____

Signature: _____

Date: _____

CITY OF JACKSON, MISSISSIPPI

Name: John Horne

Title: Mayor

Signature: _____

Date: _____

29

30

OFFICE OF THE CITY ATTORNEY

ORDER RATIFYING THE CITY'S RECEIPT AND USE TO DATE OF TIMEKEEPING SUBSCRIPTION AND SUPPORT SERVICES PROVIDED BY UKG KRONOS SYSTEMS LLC AND AUTHORIZING PAYMENT OF INVOICES I10010067796 AND I10010069560 IN THE TOTAL AMOUNT OF $149,061.40

WHEREAS, the Department of Information Technology requests that the governing authorities of the City of Jackson ratify the City's receipt and use to date of timekeeping subscription, software support, and equipment support provided by UKG Kronos Systems LLC (UKG) and authorize payment of Invoice I10010067796 in the amount of $135,240.00 and Invoice I10010069560 in the amount of $13,821.40 for services covering the periods specified herein, for a total payment not to exceed $149,061.40; and,

WHEREAS, on or about November 05, 2024, the City signed a *Master Services Agreement* and on or about December 06, 2024, the City accepted quote Q-211106 and subsequently implemented, and continues to use, the UKG Pro Workforce Timekeeping system, commonly referred to as Kronos, including its integration with UKG TeleStaff, to record and maintain employee time and attendance information; and,

WHEREAS, UKG submitted Invoice I10010069560 dated April 23, 2026 to the Department of Information Technology for services as follows totaling $ 13,821.40:

Description	Service Period	Quantity	Amount
Gold Support Service: workforce teletime IP, V*, Base Systems, 5 lines – Item 8604315-001	June 11, 2026 through June 10, 2027	1.00	$ 3,257.06
Depot Exchange Support Service: Kronos intouch 9000 H1, Standard, B/C: – Item 8609000-001	June 11, 2026 through January 31, 2027	37.00	$ 5,978.46
Depot Exchange Support Service: Kronos intouch 9000 H2, Standard, KR B/C: – Item 8609000-018	June 11, 2026 through January 31, 2027	8.00	$ 1,292.64
Depot Exchange Support Service: Kronos intouch 9000 H3, Standard, KR B/C: – Item 8609000-028	June 11, 2026 through January 31, 2027	14.0	$ 2,262.12
Depot Exchange Support Service: Kronos intouch 9000 H4, Standard, KR B/C: – Item 8609100-008	June 11, 2026 through June 10, 2027	4.00	$ 1,031.12

Agenda Item # 30
October 20, 2026
(Slater, Horhn)

WHEREAS, UKG submitted Invoice I10010067796, dated April 12, 2026, to the Department of Information Technology for software and services as follows totaling $ 135,240.00:

Description	Quantity	Amount
UKG Pro Timekeeping Hourly – Item 8604538-000	1,960.00	$ 108,192.00
UKG Pro Absence – Item 8604541-000	1,960.00	$ 27,048.00
UKG Pro WFM Integration to UKG TeleStaff – Item 8604551-000	340.00	$ 0.00

for the period of June 11, 2026 through June 10, 2027; and,

WHEREAS, the combined amount of Invoice I10010067796 and Invoice I10010069560 is $149,061.40; and,

WHEREAS, the Department of Information Technology represents it has sufficient funding to pay the invoice having budgeted the cost from its General Fund appropriation when it signed Master Services Agreement; and,

WHEREAS, the City is an employer subject to the Fair Labor Standards Act, which requires covered employers to maintain specified employee time, wage, and related records in accordance with 29 C.F.R. part 516, including 29 C.F.R. § 516.2; and,

WHEREAS, the UKG Pro Workforce Timekeeping system supports the City's maintenance of employee time and attendance records and its compliance with applicable recordkeeping requirements; and,

WHEREAS, Miss. Code Ann. § 21-17-5 vests the governing authorities of every municipality with the care, management, and control of municipal affairs and its property; and,

WHEREAS, ratifying the City's receipt and use to date of the services described in the invoices and authorizing payment for the invoiced services during the stated service periods serve the best interests of the City of Jackson.

IT IS HEREBY ORDERED that the City's receipt and use to date of the timekeeping subscription, software support, and equipment support services provided by UKG Kronos Systems LLC and described in Invoice I10010067796 and Invoice I10010069560 are hereby ratified.

IT IS FURTHER ORDERED that payment to UKG Kronos Systems LLC is authorized as follows: the sum of $135,240.00 in satisfaction of Invoice I10010067796; and the sum of $13,821.40 in satisfaction of Invoice I10010069560; for a total authorized payment not to exceed $149,061.40 as described herein.

Agenda Item: _____
Date:
By: Slater, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE September 22, 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING INVOICE #I10010067796 AND INVOICE #I10010069560 FROM UKG KRONOS SYSTEMS LLC., FOR PAYMENT BY RATIFYING THE AGREEMENT FOR SUBSCRIPTION, SOFIWARE AND EQUIPMENT SUPPORT SERVICES OF CITY EMPLOYEES' TIMEKEEPING SYSTEMS FOR CONTINUED USE FOR PAYROLL AND FINANCIAL REPORTING**
2.	**Purpose**	Continuing the annual Subscription, Software and Equipment Services with UKG Kronos Systems LLC utilizing UKG Pro Workforce Timekeeping Cloud Services invoice period dated April 12, 2026, through May 23, 2026
3.	**Who will be affected**	City of Jackson Employees, First Responders and Essential Personnel
4.	**Benefits**	Meets record keeping requirements of the Fair Labor Standards Act (FLSA)
5.	**Schedule (beginning date)**	Upon execution
6.	**Location:** • **WARD** • **CITYWIDE (yes or no) (area)** • **Project limits if applicable**	CITYWIDE
7.	**Action implemented by:** • **City Department** • **Consultant**	**Department of Information Technology**
8.	**COST**	$135,240.00 and $13,821.40 total $149,061.40
9.	**Source of Funding** • **General Fund** D • **Grant** D • **Bond** D • **Other** D	
10.	**EBO participation**	ABE % WAIVER yes no _ NIA X_ AABE % WAIVER yes no _ NIA X_ WBE % WAIVER yes no _ NIA X_ HBE % WAIVER yes no _ NIA X_ NABE % WAIVER yesyes no NIA X

Revised 2-04

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 CITY'S RECEIPT AND USE TO DATE OF TIMEKEEPING SUBSCRIPTION AND SUPPORT SERVICES PROVIDED BY UKG KRONOS SYSTEMS LLC AND AUTHORIZING PAYMENT OF INVOICES #I10010067796 AND I10010069560 IN THE TOTAL AMOUNT OF $149,061.40** 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

HR, Pay, & Workforce Management UKG

Remittance Details:

UKG Kronos Systems LLC
A UKG Company
PO BOX 743208
Atlanta, GA 30374-3208
USA

TAX ID: 04-2640942

ELECTRONIC TRANSFERS TO:

Bank of America
ABA 121000358
Account 1499687277

Invoice

Invoice Number: I10010067796
Page Number: 1 of 1
Invoice Date: 12-APR-2026
Due Date: 12-MAY-2026

Payment Terms: NET_30
Currency: USD
Sales Order #: 00195345
Contract #: 00449026
Project #:

PO #:
Email Address:
Contact:
Solution ID: 6107879

***Please reference invoice number with your payment or forward your remittance advice to cash-receipts@ukg.com**

If required, please submit the PO to AccountsReceivable@ukg.com and reference this invoice number. To easily access your invoices, statements and make general inquiries, go to termsync.com to register your account. If you need assistance, please contact your AR Representative or email customerfirst@ukg.com.

Invoice Notes:

Bill To:

Customer #: 6107879

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON, MS 39201-4307
USA

	Total (USD)
Total taxable:	**0.00**
Total non-taxable:	**135,240.00**
Invoice total:	**135,240.00**

Ship To:
CITY OF JACKSON
200 S PRESIDENT ST
JACKSON, MS 39201-4307
USA

Description	Item	Quantity	Unit of Measure	Unit price	Taxable	Item Total
UKG PRO TIMEKEEPING HOURLY 11-Jun-26 - 10-Jun-27	8604538-000	1960.00	EA	55.20	No	108,192.00
UKG PRO ABSENCE 11-Jun-26 - 10-Jun-27	8604541-000	1960.00	EA	13.80	No	27,048.00
UKG PRO WFM INTEGRATION TO UKG TELESTAFF 11-Jun-26 - 10-Jun-27	8604551-000	340.00	EA	0.00	No	0.00

		Total (USD)
Subtotal		135,240.00
Sales tax total		0.00
Shipping		0.00
Total Invoice		135,240.00

***The unit price shown above has been rounded to two decimal places for display purposes. As many as six decimal places may be present in the actual price. The total price for this invoice was calculated using the actual price, rather than the unit price displayed above, and is the true and binding total for this invoice.**

HR, Pay, & Workforce Management UKG

Remittance Details:

UKG Kronos Systems LLC
A UKG Company
PO BOX 743208
Atlanta, GA 30374-3208
USA

TAX ID: 04-2640942

ELECTRONIC TRANSFERS TO:

Bank of America
ABA 121000358
Account 1499687277

Invoice

Invoice Number: I10010069560
Page Number: 1 of 1
Invoice Date: 23-APR-2026
Due Date: 23-MAY-2026

Payment Terms: NET_30
Currency: USD
Sales Order #: 1190119
Contract #: 1190119-R12-JAN-26 0
Project #:

PO #:
Email Address: marshallb@jacksonms.gov
Contact: MURIEL REID
Solution ID: 6107879

***Please reference invoice number with your payment or forward your remittance advice to cash-receipts@ukg.com**

If required, please submit the PO to AccountsReceivable@ukg.com and reference this invoice number. To easily access your invoices, statements and make general inquiries, go to termsync.com to register your account. If you need assistance, please contact your AR Representative or email customerfirst@ukg.com.

Invoice Notes:

Bill To:

Customer #: 6107879

CITY OF JACKSON
200 S PRESIDENT ST
JACKSON, MS 39201-4307
USA

	Total (USD)
Total taxable:	**0.00**
Total non-taxable:	**13,821.40**
Invoice total:	**13,821.40**

Ship To:
CITY OF JACKSON
200 S PRESIDENT ST
JACKSON, MS 39201-4307
USA

Description	Item	Quantity	Unit of Measure	Unit price	Taxable	Item Total
Gold Support Service::WORKFORCE TELETIME IP V8,BASE SYSTEM,5 LINES::11-JUN-2026::10-JUN-2027	8604315-001	1.00	EA	-	No	3,257.06
Depot Exchange Support Service::KRONOS INTOUCH 9000 H1,STANDARD,B/C::11-JUN-2026::31-JAN-2027	8609000-001	37.00	EA	-	No	5,978.46
Depot Exchange Support Service::KRONOS INTOUCH 9000 H2,STANDARD,KR B/C::11-JUN-2026::31-JAN-2027	8609000-018	8.00	EA	-	No	1,292.64
Depot Exchange Support Service::KRONOS INTOUCH 9000 H3,STANDARD,KR B/C::11-JUN-2026::31-JAN-2027	8609000-028	14.00	EA	-	No	2,262.12
Depot Exchange Support Service::UKG INTOUCH 9100 H4,STANDARD,KR B/C::11-JUN-2026::10-JUN-2027	8609100-008	4.00	EA	-	No	1,031.12

	Total (USD)
Subtotal	13,821.40
Sales tax total	0.00
Shipping	0.00
Total Invoice	13,821.40

***The unit price shown above has been rounded to two decimal places for display purposes. As many as six decimal places may be present in the actual price. The total price for this invoice was calculated using the actual price, rather than the unit price displayed above, and is the true and binding total for this invoice.**

MEMORANDUM

Date: September 22, 2026

To: Nathan Slater, Director

From: Rhushell Moore

Subject: Justification for Ratifying the Agreement for UKG Kronos Systems LLC Timekeeping Renewal of Invoices for Annual Subscription, Software and Equipment Services

Please find attached invoice #I10010067796 for Subscription Services Renewal from UKG Kronos Systems LLC. The invoice relates to the annual renewal in the use of cloud services for hourly timekeeping and pro absence services for the upgrade system at the annual cost of $135,240.00. Additionally, Invoice #I10010069560 provides maintenance and support services for (64) sixty-four timeclocks at the annual cost of $13,821.40. The total renewal cost of $149,061.40

In April 2026 the upgrade to the timekeeping system was successfully completed within one year, ahead of the original planned two year migration to the new cloud based services. The original planned upgrade was scheduled for June 2027.

RM

9-22-26

Master Services Agreement

This Master Services Agreement (this "**Agreement**") is made between the UKG entity set forth in the Order or Statement of Work that references this Agreement ("**UKG**") and the person or entity that is named on such Order or Statement of Work ("**Customer**"). CUSTOMER AGREES THAT ITS USE OF UKG'S SUBSCRIPTION SERVICES AND UKG'S PERFORMANCE OF PROFESSIONAL, TRAINING, AND SUPPORT SERVICES ARE SUBJECT TO AND GOVERNED EXCLUSIVELY BY THIS AGREEMENT AND ANY ADDITIONAL TERMS STATED IN THE ORDER OR STATEMENT OF WORK, INCLUDING ANY ATTACHMENTS THERETO. This Agreement is effective as of the effective date stated in the applicable Order or Statement of Work ("**Effective Date**").

1. Services

1.1 Subscription Services. The Subscription Services will be identified in the Order. During the Initial Term and all applicable Renewal Terms defined in the Order, UKG will provide the Subscription Services to Customer and Customer may use such Subscription Services solely for its internal business purposes to manage the type and number of its employees, and those of its Affiliates, listed in the Order, subject to and conditioned on compliance with this Agreement, the Documentation, and the Order.

1.2 Support Services. UKG shall maintain a trained and knowledgeable staff capable of providing support for the Subscription Services. UKG will use commercially reasonable diligence to correct reproducible errors when reported to UKG and provide phone, email, or online support 24 hours a day / 7 days a week as set forth in the UKG Support Policy located at https://www.ukg.com/support-policies-and-services. UKG will also provide periodic enhancements and modifications to the Subscription Services, including bug fixes, to correct reproducible errors reported to UKG.

1.3 Professional Services. UKG will provide the Professional Services listed in the Order, in accordance with a Statement of Work or a Services Description. If Customer requests additional Services that were not previously identified on an Order or Statement of Work, then Customer may need to execute an additional Order or Statement of Work.

1.4 Training Services. In connection with a Subscription Service, UKG will provide (a) live virtual training facilitated by a knowledgeable instructor and delivered remotely via a published schedule intended for (i) the core team to help key functional and technical users make informed solution design and configuration decisions and to provide fundamental product knowledge, and (ii) an application and system administrator to prepare functional and technical super users to perform their most common tasks in the solution; and (b) self-paced product training. Training services outside the scope of this section shall be provided by UKG as described in the Order.

2. Acknowledgements

2.1 Reservation of Rights. The Subscription Services are provided with a limited right to use and are not sold, and UKG reserves and retains all rights not expressly granted in this Agreement. UKG has and shall maintain sole and exclusive ownership of all rights, title, and interest in the Services and Documentation, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights, trademarks, brands, and other intellectual property rights pertaining thereto). There will be no "work for hire" or any deliverables owned by Customer created as part of the Services and all works, customizations, and developments created as part of the Services shall be considered a part of the Services.

2.2 Use Restrictions. Except as expressly provided in this Agreement, no other use of the Subscription Services provided by UKG is permitted. Customer may not, and may not cause or permit others to: (a) reverse engineer, disassemble, adapt, translate, or decompile the Subscription Services, including, without limitation, any third party components, or otherwise attempt to derive source code, trade secrets, or knowhow from the Subscription Services; (b) license, sell, transfer, assign, distribute, or outsource use of the Subscription Services or Documentation, or provide service bureau, data processing, or time sharing access to the Subscription Services, or otherwise use the Subscription Services to provide payroll or human resource record keeping for third parties, other than Affiliates; (c) create Internet "links" to the Subscription Services or "frame" or "mirror" the Subscription Services on any other server, or wireless or Internet-based device; (d) access or use the Subscription Services or Documentation to build or support, directly or indirectly, products or services competitive to UKG; (e) interfere with or disrupt the integrity or performance of any Subscription Services or any data contained therein; (f) attempt to gain unauthorized access to any Subscription Services or its related data, systems, or networks; or (g) remove or alter any proprietary notices or marks on the Subscription Services or Documentation.

2.3 Customer Feedback. Customer has no obligation to provide UKG with any suggestion, enhancement request, recommendation, evaluation, correction, or other feedback about the Services ("**Feedback**"), but if it does, Customer grants to UKG and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, copy, modify, distribute, disclose, create derivative works, and make and incorporate such Feedback into its Services for any purpose. UKG has no obligation to incorporate or apply any Feedback to the Services.

2.4 **Consent to Subcontract.** Customer hereby consents to UKG subcontracting Services to persons or companies qualified by UKG to provide Services on UKG's behalf. UKG shall be responsible for the actions of its subcontractors. UKG may fulfill its obligations related to certain Services through its Affiliates. UKG has a list of its current subprocessors at https://www.ukg.com/DPA-subprocessors.

2.5 **Compliance with Laws.** UKG shall comply with Applicable Laws in performing its obligations hereunder. Customer shall comply with Applicable Laws when using the Services and remains solely responsible for its compliance with Applicable Laws, including, but not limited to, with respect to the configuration and use of the Services and regardless of whether UKG provides assistance with Customer compliance matters. Customer acknowledges that the specific record retention requirements established under Applicable Laws relating to Customer are the responsibility of Customer and not UKG.

2.6 **Upgrades.** Customer acknowledges that the Subscription Services may change at any time as required by changes to normal business conditions. It is further understood by Customer that any changes to the Subscription Services will be applicable to all UKG customers utilizing the Subscription Services and such changes will not materially diminish the functionality of the Subscription Services.

2.7 **Acceptable Use.** Customer will use the Subscription Services in full compliance with the Acceptable Use Policy located at https://www.ukg.com/acceptable-use-policy **("Acceptable Use Policy").** If UKG discovers a violation of the Acceptable Use Policy, and UKG reasonably determines that UKG must take immediate action to prevent further harm, UKG may suspend Customer's use of the Subscription Services and cease performance of any other Services, immediately without notice.

2.8 **Access Credentials.** Except as otherwise provided herein, Customer will not provide any third party with access credentials to the Subscription Services and will safeguard and compel all users to safeguard the access credentials. Customer will be responsible for all acts and omissions of its users. Customer will notify UKG promptly if it learns of any unauthorized use of any access credentials or any other known or suspected breach of security. If Customer allows use of the Subscription Services by any of its Affiliates without requiring such Affiliate to execute a separate Order to establish its own tenant environment, then Customer will be fully responsible and liable for all use and misuse of the Subscription Services by such Affiliate, and will fully cooperate with UKG in enforcing all of its rights to, interests in, and protection of the Services, including in seeking equitable remedies against any Affiliate that breaches this Agreement.

2.9 **Connectivity.** Customer is responsible for securing, paying for, and maintaining connectivity to the Subscription Services from Customer's location(s) via the internet, including any and all related hardware, software, third party services, and related equipment and components for such connectivity. Customer agrees that UKG will have no liability for such connectivity and Customer will not be excused from any of its obligations under the Agreement as a result of the quality, speed, or interruption of the communication lines from the Customer's location(s) to the internet.

3. Fees

3.1 **Fees.** Customer will pay the fees on the payment terms and in the currency indicated in the Order. For each Order, the billing period of the fees will start on the Billing Start Date as set forth in the Order and will continue for the time period indicated as the Initial Term on the Order and all Renewal Terms. Customer is responsible to pay for the Services for the entire Initial Term and each Renewal Term. UKG may increase the fees as set forth in the Order. The increased fees will be set forth in the applicable invoice. Except as otherwise specified in the Order (a) subscription fees are based on Subscription Services purchased and not time of actual usage; (b) minimum quantities purchased cannot be decreased during the relevant subscription term; (c) additional quantities may be purchased; and (d) payment obligations are non-cancelable and fees paid are non-refundable.

3.2 **Taxes.** The fees exclude, and Customer will be responsible for, all sales, use, excise, withholding, VAT, and any other similar taxes, duties and charges of any kind imposed by any governmental entity in connection with the Services (excluding taxes based solely on UKG's income).

3.3 **Late Payment.** Any invoices not reasonably disputed in writing within thirty (30) days from the date of receipt will be deemed undisputed and due. All undisputed invoices not paid within thirty (30) days after the date such amounts are due and payable may accrue interest at a rate up to the maximum allowable by applicable law. Customer will reimburse UKG for any additional reasonable cost incurred by UKG in connection with collecting any amounts payable under this Agreement. If Customer is more than thirty (30) days overdue in its payment of an undisputed amount due, then UKG reserves the right to suspend the Services provided under the applicable Order, but only until such payment is made to UKG and provided that UKG gives Customer at least ten (10) business days prior written notice of the overdue amount before UKG suspends the Services. Upon payment in full of all overdue amounts, UKG will restore the Services.

4. Data, Security and Privacy

4.1 **Ownership of Customer Data.** Customer shall retain ownership of the entire right, title, and interest in and to Customer Data. No ownership rights in Customer Data will transfer to UKG.

4.2 **Customer Data License.** Customer grants to UKG a non-exclusive, perpetual, irrevocable, worldwide license to use, sample, collect, and compile Customer Data in aggregated, de-identified form, that does not identify Customer, its users, employees, or Customer Confidential Information, and that is stripped of all persistent identifiers (e.g. device identifiers, IP addresses, and cookie ID's) in a manner that does not allow the Customer Data on its own to be identified as originating from Customer, for the purposes of providing or maintenance of, improvement to, and operation of the Services, for any new or different products or services, and for benchmarking purposes.

4.3 **Collection of Personal Data.** Services may employ applications and tools that collect and process Personal Data that may be required by UKG to provide the requested Services or functionality included in or related to those Services. If Customer wishes to stop the collection and processing of Personal Data, Customer may need to uninstall or discontinue using certain Services.

4.4 **Data Privacy and Security.** Each Party agrees to comply with Applicable Laws in its processing of Personal Data. UKG and its subprocessors will process Personal Data in accordance with UKG's Data Processing Addendum located at https://www.ukg.com/ukg-unified-dpa. All Customer Data will be secured and protected as set forth in the Technical and Organizational Measures of UKG's Data Processing Addendum.

5. Confidentiality

5.1 **Definition. "Confidential Information"** is any non-public information relating to a Party that is disclosed pursuant to any Order or this Agreement, and which reasonably should be understood by the recipient of such information to be confidential because of (a) legends or other markings; (b) the circumstances of the disclosure; or (c) the nature of the information itself.

5.2 **Exceptions.** Information will not be considered Confidential Information if the information was (a) in the public domain without any breach of this Agreement; (b) disclosed to the receiving Party on a non-confidential basis from a source lawfully in possession of such Confidential Information and, to the knowledge of the receiving Party, is not prohibited from disclosing such Confidential Information to receiving Party; (c) released in writing from confidential treatment by disclosing Party; or (d) is independently developed by the receiving Party without use of or reference to the Confidential Information.

5.3 **Nondisclosure.** Except as expressly permitted in this section, neither Party will disclose the other Party's Confidential Information to any third party.

5.4 **Protection.** Each Party will secure and protect the Confidential Information of the other Party with a reasonable standard of care commensurate with the sensitivity of such Confidential Information and using precautions that are at least as stringent as it takes to protect its own Confidential Information of like nature, but no less than reasonable precautions.

5.5 **Use.** Each Party will only use the Confidential Information of the other Party as expressly permitted by or as required to exercise their rights, duties, and obligations under this Agreement.

5.6 **Disclosure Exceptions.** Confidential Information may be shared with and disclosed to (a) any Affiliate, subcontractor, or other third party who has a need to know to enable the receiving Party to exercise its rights or perform its obligations in connection with this Agreement and have non-disclosure obligations at least as stringent as the confidentiality provisions of this Agreement that apply to the Confidential Information; or (b) any court or governmental agency of competent jurisdiction, pursuant to a subpoena, order, civil investigative demand or similar process with which the receiving Party is legally obligated to comply, and of which the receiving Party notifies disclosing Party as required by a legal process, including in connection with any proceeding to establish a Party's rights or obligations under this Agreement (provided however that, when permitted by Applicable Law, a Party will give the other reasonable prior written notice so that the disclosing Party has an opportunity to contest any disclosure required by a legal process).

6. Warranty

6.1 **Mutual Warranties.** Each Party hereby warrants that (a) it has the full right and authority to enter into this Agreement; and (b) the performance of its obligations and duties under this Agreement does not conflict with or result in a breach of any other agreement of such Party or any judgment, order, or decree by which such Party is bound.

6.2 **Subscription Services Warranty.** UKG warrants that the Subscription Services will substantially conform with the Documentation and that the functionality of the Subscription Services will not be materially diminished or adversely modified. In the event of a breach of the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, UKG will make commercially reasonable efforts to remedy such breach without additional cost to Customer, provided that if UKG cannot substantially remedy such breach, then Customer may terminate the affected Subscription Services in accordance with Section 7.2.2. Customer agrees to report any non-conformance of the Subscription Services within thirty (30) days of its discovery and provide UKG with reasonable information and assistance to enable UKG to reproduce or verify the non-conforming aspect of the Subscription Services.

6.3 **Professional, Support, and Training Services Warranty.** UKG warrants that the Professional Services, Support

Services, and Training Services will be performed by qualified personnel in a good and professional manner. In the event UKG breaches the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, UKG will reperform the deficient Professional, Support, or Training Service, at UKG's cost, provided that if UKG cannot substantially remedy such breach, then UKG will refund any fees prepaid by Customer for the affected Services. Customer must report any deficiencies in such Services, including Professional Services, within thirty (30) days of the completion of the Services.

6.4 **Disclaimer.** TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UKG DISCLAIMS ALL OTHER WARRANTIES NOT SET FORTH IN THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES. UKG DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES OR ANY OTHER PRODUCT OR SERVICE PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND CUSTOMER MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTY RIGHTS EXTEND ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT (UNLESS AND ONLY TO THE EXTENT SUCH LAW PROVIDES OTHERWISE).

6.5 **Customer Warranty.** Customer warrants that it has all rights and required consents to provide to UKG Customer Data.

7. Term & Termination

7.1 **Term of the Agreement.** The Term of this Agreement commences on the Effective Date and continues until the stated term in each applicable Order has expired or has otherwise been terminated as provided in this Agreement. At the expiration of the Initial Term, and at the expiration of each Renewal Term, each as indicated on the Order, the Services will automatically renew for the duration indicated on the Order as the Renewal Term.

7.2 **Types of Termination**

7.2.1 **Non-renewal.** Either Party may terminate any Service identified in an Order upon at least sixty (60) days prior written notice to be effective at the expiration of the Initial Term or a Renewal Term (as such terms are defined in the Order).

7.2.2 **For Cause.** Either Party may terminate this Agreement, or any Service identified in an Order, if the other Party fails to perform any material obligation under this Agreement, and such Party is not able to cure the non-performance within thirty (30) days of written notice of such default with reasonably sufficient detail regarding the alleged breach, provided that UKG may immediately terminate or suspend Customer's access to the Services if Customer is in breach of the "Use Restrictions" or "Confidentiality" sections of this Agreement, or the Acceptable Use Policy. Either Party may immediately terminate this Agreement and all Orders if the other Party has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy. Other than as expressly permitted in this Agreement, or an Order, SOW, or Services Description, neither Party may terminate this Agreement and each Party remains fully obligated to the terms and conditions herein.

7.3 **Effects of Termination.** If the Agreement is terminated for any reason:

7.3.1 **Fees.** All fees will be paid by Customer for amounts owed through the effective date of termination, and, if the Agreement is terminated for UKG's breach of the Agreement, any fees prepaid by Customer for the Service not rendered prior to the effective date of termination will be credited against Customer's account, with any remaining amounts refunded to Customer within thirty (30) days of the effective date of termination.

7.3.2 **Cessation of Services.** UKG will cease to provide the Services to Customer and Customer's right to use and access the Subscription Services will end as of the effective date of termination. If Customer requires access to the Subscription Services after the effective date of termination or transition assistance, such access and assistance will be subject to mutual agreement and additional fees under a separate Order and SOW, and will be subject to the terms and conditions of this Agreement.

7.3.3 **Deletion of Customer Data.** UKG will delete Customer Data after Customer's rights to access the Subscription Services and retrieve Customer Data have ended, unless otherwise provided under this Agreement, a Services Description, Order, SOW, or another document. UKG will delete Customer Data in a series of steps and in accordance with UKG's standard business practices for destruction of Customer Data and system backups. UKG has no obligation to retain Customer Data and Customer Data may be permanently deleted as part of UKG's data management program(s) or practice(s), and in accordance with Applicable Laws.

7.3.4 **Confidential Information.** UKG and Customer will each return or destroy any Confidential Information of the other

Party, with any retained Confidential Information remaining subject to this Agreement.

8. Indemnification

8.1 Claims Against Customer. UKG will defend Customer and Customer's respective directors, officers, and employees, who are acting on behalf of Customer (**"Customer Indemnified Parties"**), from and against any and all Claims to the extent alleging that the permitted uses of the Subscription Services infringe or misappropriate any legitimate copyright or patent. UKG will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs, or expenses (including, without limitation, reasonable attorneys' fees) actually awarded to a third party by a court of applicable jurisdiction as a result of such a Claim, or as a result of UKG's settlement of such a Claim.

8.2 Mitigation. In the event that a final injunction is obtained against Customer's use of the Subscription Services by reason of infringement or misappropriation of any such copyright or patent, or if in UKG's opinion, the use of the Subscription Services is likely to become the subject of a successful Claim of infringement or misappropriation, UKG (at its option and expense) will use commercially reasonable efforts to either (a) procure for Customer the right to continue using the Subscription Services as provided in the Agreement; or (b) replace or modify the Subscription Services so that they become non-infringing but remain substantively similar to the affected Subscription Services. Should neither (a) nor (b) be commercially reasonable, either Party may terminate the Agreement and the rights granted hereunder upon written notice, at which time UKG will provide a refund to Customer of any fees paid by Customer for the infringing elements covering the period of their unavailability.

8.3 Exceptions. UKG will have no liability to indemnify or defend Customer to the extent the alleged infringement or misappropriation of the Subscription Services is based on (a) a modification undertaken by Customer, or on behalf of Customer; (b) use other than as authorized by this Agreement; or (c) use in conjunction with any equipment, service, or software not provided by UKG, where the Subscription Services would not otherwise infringe, misappropriate, or become the subject of the Claim.

8.4 Qualifications. Customer will provide written notice to UKG promptly after receiving notice of a Claim. If defense of such Claim is materially prejudiced by a delay in providing notice, UKG will be relieved from providing such indemnity to the extent of the delay's impact on the defense. UKG will have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that UKG will not enter into any settlement which imposes any obligations on Customer without the prior written consent of Customer. Customer will cooperate fully (at UKG's request and expense) with UKG in the defense, settlement, and compromise of any such action. Customer may retain its own counsel at its own expense, subject to UKG's rights above. This "Indemnification" section states UKG's sole liability and Customer's exclusive remedy for all third party claims and damages.

9. Limitations of Liability

9.1 Monetary Cap. DURING ANY TWELVE (12) MONTH CONTRACT TERM (BEGINNING ON THE EFFECTIVE DATE OF THE APPLICABLE ORDER), UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SERVICE SHALL IN NO EVENT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO UKG DURING SUCH TWELVE (12) MONTH CONTRACT TERM FOR THE SERVICE GIVING RISE TO SUCH CLAIM(S).

9.2 Exclusion of Damages. UKG WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES; FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES; OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOST GOODWILL, OR LOST DATA RESULTING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, HOWEVER CAUSED; OR ANY DAMAGES TO THE EXTENT CAUSED BY CUSTOMER'S DATA OR APPLICATIONS, OR UNAUTHORIZED THIRD PARTY ACCESS OR INTRODUCTION OF MALICIOUS CODE.

9.3 Applicability of Limitations. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED, EVEN IF UKG HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NOTHING IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT SHALL OPERATE TO EXCLUDE OR LIMIT THE LIABILITY OF ANY PARTY TO THE EXTENT SUCH LIABILITY CANNOT LAWFULLY BE SO LIMITED OR EXCLUDED UNDER APPLICABLE LAW. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. General

10.1 Jurisdiction & Dispute Resolution. This Agreement is governed by and is to be interpreted solely in accordance with

the laws of the State of Mississippi, without regard to any conflict of law provision that would result in the application of a different body of law. IF NOT OTHERWISE PROHIBITED BY APPLICABLE LAW, EACH PARTY AGREES THAT ANY CLAIM RELATED TO THIS AGREEMENT WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION, SUIT, OR OTHER SIMILAR PROCESS. The United Nations Commission on International Trade Law, the United Nations Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement.

10.2 Government Use Provision. If Customer is a U.S. government entity, then it acknowledges that the Subscription Services and Documentation consist of "commercial items," as defined in FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as these terms are used in FAR 12.212 and in DFARS 227.7202, as applicable. All such entities will comply with this Agreement while using Subscription Services and Documentation, and if a government Customer needs any additional rights, it agrees that it will be subject to a mutually agreed addendum to this Agreement.

10.3 Export. Each Party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the generality of the foregoing, Customer represents that it is not on any U.S. government denied- party list and it shall not make the Services available to any person or entity that (a) is located in a country that is subject to a U.S. government embargo; (b) is listed on any U.S. government list of prohibited or restricted parties; or (c) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.

10.4 Severability & Waiver. The invalidity or illegality of any provision in this Agreement will not affect the validity of any other provision. All unaffected provisions remain in full force and effect. The waiver of any breach of this Agreement will not constitute a waiver of any subsequent breach or default and will not negate the rights of the waiving Party.

10.5 Surviving Provisions. Provisions in this Agreement which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination of the Agreement, including provisions relating to acknowledgements, reservation of rights, use restrictions, fees, confidentiality, limits of liability, indemnification, and termination, will so survive.

10.6 Assignment. This Agreement cannot be assigned by a Party, whether by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement in its entirety (including all Orders and Statements of Work) as part of a merger, acquisition, transfer, or sale of all or substantially all of its assets, stock or business, including to an Affiliate, so long as the assignee agrees to be bound by all of the terms and conditions of this Agreement, the Orders, and Statements of Work. This Agreement shall be binding on and inure to the benefit of all permitted predecessors, successors, and assigns of each Party.

10.7 Force Majeure. If an unforeseeable event reasonably beyond the control of either of the Parties arises to prevent a Party from performing its obligations under this Agreement, including, but not limited to, acts of war, terrorism, uprising, acts of nature like earthquakes or floods, outbreak of infectious disease, civil unrest, embargoes, riots, sabotage, labor shortages, changes in laws or regulations, the failure of the internet or communications via common networks, power or system failure, or a delay in transportation (collectively "**Force Majeure**"), each Party will be excused from performance of its obligations under this Agreement, except payment of fees, for the duration of the Force Majeure affecting such Party, provided that the affected Party will use reasonable efforts to mitigate the impact of the Force Majeure. Notwithstanding the foregoing, UKG remains obligated to provide disaster recovery portions of the Services to the extent not also prevented by the Force Majeure.

10.8 Publicity. UKG may refer to the Customer as a UKG customer and use Customer's name and Customer's logo, on public platforms that include, but are not limited, to lists of UKG's customers, and on UKG's website. Where required under Applicable Law, the Parties will agree to the specific use of the name and logo in writing.

10.9 Notice. When either Party needs to provide notification or consent under this Agreement, those notices and consents must be in writing and considered delivered upon actual receipt. All notices to UKG must be sent to the following: Attention: Elizabeth McCarron, EVP Chief Legal Officer, UKG Inc., 900 Chelmsford Street, Lowell, MA 01851. All notices to Customer will be sent to the contact listed on the applicable Order. Any cure period required under this Agreement will begin on the date the notice is received.

10.10 eSignature. Each Party agrees that an eSignature (or a facsimile signature by the authorized representative) is evidence of acceptance of a valid and enforceable agreement.

10.11 No Third Party Beneficiaries. The provisions of this Agreement are for the sole benefit of the Parties and they will not be construed as conferring any rights on any third party nor are there any third party beneficiaries to this Agreement.

10.12 Relationship of the Parties. The Parties are independent contractors. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or constitute any Party to be the agent of the other Party for any purpose.

10.13 Entire Agreement. This Agreement (and any information in referenced herein, including in an exhibit, schedule, attachment, annex, or at any URL) along with any corresponding Order, SOW, and Services Description constitute the entire agreement between the Parties pertaining to each Order. This Agreement supersedes all prior and contemporaneous representations, negotiations, and communications between the Parties relating to the Services and its subject matter. This Agreement may only be amended in writing signed by each of the Parties. If Customer uses its own purchase order or similar document, any terms or conditions in such purchase order are null and void. In the event of a conflict between the provisions contained in this Agreement and those contained in an Order, SOW, or Services Description, the following order of precedence shall apply: (1) the Order, (2) this Agreement, (3) Services Description, and (4) the SOW.

11. Definitions

11.1 "Affiliates" means, as to UKG, those entities that are directly or indirectly controlled by UKG Inc.; and as to Customer, those Customer entities that directly or indirectly control, are controlled by, or are under common control with Customer. "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, or otherwise.

11.2 "Applicable Law(s)" means any applicable provisions of all laws, codes, legislative acts, regulations, ordinances, administrative rules, rules of court, and court orders which govern a Party's respective business.

11.3 "Claim(s)" means any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party.

11.4 "Customer Data" means all content, information, and data Customer inputs into the Subscription Services, including but not limited to Personal Data.

11.5 "Data Protection Laws" means (a) GDPR if Personal Data of European Union Data Subjects will be processed by UKG, and (b) any other Applicable Laws regarding protection of Personal Data.

11.6 "Documentation" means the written specifications for the Subscription Services or published online by UKG on its community pages accessible at https://www.ukg.com/support, such as user manuals and administrator guides, as well as the Services Descriptions.

11.7 "Order" means an order form agreed by both Parties, which is subject to this Agreement or otherwise references this Agreement, setting out, among other things, the type and quantity of employees that may be managed in the Subscription Services, the term of the Order, price and payment terms of the Services to be provided by UKG, and the fees to be paid by Customer.

11.8 "Party" or **"Parties"** means UKG or Customer, or both, as the context dictates.

11.9 "Personal Data" means "personal data" as defined under the GDPR; "personal information" as defined under the CCPA; and as similar terms, such as "personally identifiable information," are defined under other applicable Data Protection Laws.

11.10 "Professional Services" means the deployment, launch, configuration, implementation, integration, delivery, consulting, managed, and other similar services provided hereunder.

11.11 "Services" means the (a) Subscription Services; (b) Support Services; (c) Professional Services; (d) Training Services; and (e) other services or offerings as set forth in an Order.

11.12 "Services Description" means the supplemental terms applicable to a Subscription Service or other offering as referenced on the applicable Order.

11.13 "Statement of Work" or **"SOW"** means a document executed by both Parties, which is subject to this Agreement and the applicable Order or otherwise references this Agreement, detailing the scope of Professional Services or Training Services, the associated fees, and other applicable terms.

11.14 "Subscription Services" means those UKG software-as-a-service (**"SaaS"**) applications set forth on the Order, including the UKG data accessible therein, and made available to Customer via a hosted multi-tenant environment to use on a subscription basis.

11.15 "Support Services" means support and maintenance services provided by UKG for the Subscription Services, as described in this Agreement.

11.16 "Training Services" means in person and virtual instructor-led training and courses, including online, on-demand, in-product, and on-site courses provided by UKG.

In Witness Whereof, the Parties have caused this Agreement to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CITY OF JACKSON

By:

Name: Chokwe Antar Lumumba
Mayor of City of Jackson MS

Title:

Date: 11/5/24

UKG Kronos Systems LLC

By: DocuSigned by: Erica Bukowski
93A063ADEBCA41A...

Name: Erica Bukowski

Title: Sr. Order Processing Analyst

Date: 10/28/2024 | 1:35 PM EDT

31

ORDER RATIFYING EMERGENCY PROCUREMENT OF CERTAIN SOFTWARE AND A RENEWAL FROM METRIX SOLUTIONS, LLC NEEDED TO RESTORE THE CITY'S MUNIS ERP SYSTEM

WHEREAS, this Order ratifies two emergency purchases from Metrix Solutions, LLC, a renewal of the City's Palo Alto firewall and Microsoft Windows Server licenses, that were needed to restore the City's Munis financial system after a cyberattack; and

WHEREAS, the City suffered a cyberattack, which triggered the City's cybersecurity system to shut down all connectivity to the City's network; and

WHEREAS, the Department of Information Technology was able to restore all of the City's other systems, but needed a renewal of the license for City's Palo Alto firewall and Microsoft Windows Server 2025 to restore the City's Munis ERP system; and

WHEREAS, the City's Munis ERP system is essential daily operations, including financial processing, accounts payable, purchasing, budgeting, and financial reporting; and

WHEREAS, without this system, normal day-to-day operations would have been affected; employees would not have been paid timely; vendors would not have been paid timely; it would have been impossible to complete the City's Fiscal Year 2027 Budget on time; and continued delay would have resulted in a threat to public health or safety, interruption of essential City functions, and economic loss to the City; and

WHEREAS, effective September 1, 2026, the Mayor invoked the City's emergency procurement process pursuant to Section 31-7-13(k) of the Mississippi Code of 1972, as amended, due to the need to restore functionality to the City's Munis ERP system; a copy of the Declaration Invoking the Emergency Procurement Process is attached hereto and incorporated into this Order; and

WHEREAS, pursuant to the emergency procurement process, the Mayor executed a contract with Metrix Solutions, LLC for a renewal of the license for the City's Palo Alto firewall, in the amount of $47,695.12, a copy of which is attached hereto and incorporated into this Order; and

WHEREAS, pursuant to the emergency procurement process, the Mayor executed a contract with Metrix Solutions, LLC for the purchase of three (3) 16-Core Microsoft Windows Server 2025 Datacenter Edition Licenses and Software Assurance and twelve (12) 2-Core Microsoft Windows Server 2025 Datacenter Edition licenses and software assurance, in the amount of $52,456.50, a copy of which is attached hereto and incorporated into this Order; and

WHEREAS, the Department of Information Technology recommends that the governing authority ratify the contracts with Metrix Solutions, LLC in the amount of $47,695.12 for the renewal of the license for the City's Palo Alto firewall, and in the amount of $52,456.50 for licenses and software assurance for Microsoft Windows Server 2025 Datacenter Edition; and

Agenda Item # 31
October 20, 2026
(Slater, Horhn)

WHEREAS, payments to the vendor will be made upon satisfactory delivery of the products purchased in each contract, pursuant to Section 31-7-305 of the Mississippi Code of 1972, as amended.

IT IS, THEREFORE, ORDERED that the emergency contracts with Metrix Solutions, LLC for the purchase of a renewal and software necessary to restore the operability of the City's Munis ERP system, totaling $100,151.62, are hereby ratified.

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
10/13/2020

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING EMERGENCY PROCUREMENT OF CERTAIN SOFTWARE AND A RENEWAL FROM METRIX SOLUTIONS, LLC NEEDED TO RESTORE THE CITY'S MUNIS ERP SYSTEM** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

10/14/20
DATE

Terry Williamson, *Legal Counsel* TW

The Department of Information Technology

MEMORANDUM

To:	Hon. John Horhn, Mayor
From:	Nathan Slater, Director Department of Information Technology
Date:	September 9, 2026
Subject:	Declaration of Emergency – Cybersecurity Emergency

A cyberattack on the City's information technology infrastructure initially caused numerous City technology systems to be inaccessible. Nearly all those systems have been restored by the Information Technology Department. However, to complete the restoration of all the systems and the City's Munis ERP system additional software is needed to complete the restoration of services.

Munis supports essential daily operations, including financial processing, accounts payable, purchasing, budgeting, and financial reporting.

The Department has worked to restore the effected technology systems since the attack.

Software pricing is set by the software manufacturer. The anticipated cost at this time is the cost of installation of firewall infrastructure at $47,695.12 and the cost of Microsoft Windows Server 2025, $52,450.00. Funding is available from Information Technology Division Software Budget.

Without invoking the emergency procurement procedure, this procurement could not be approved before the regular meeting of the City Council scheduled for September 8, 2026. Advertising, receiving, and awarding competitive bids would require at least 30 days before work could begin. A fixed deadline compounds the urgency: Friday, September 4 is weekly payday; Tuesday, September 8 is approval of the Claims Docket and payment of bi-weekly salaries.

Normal day-to-day operations will be affected. Employees will not be timely paid. Vendors will not be timely paid. The Budget for the upcoming fiscal may not be completed on time. Continued delay would result in threat to public health or safety, interruption of essential City functions, and economic loss to the City.

In order to restore access to the City's financial software system, I recommend that the emergency procurement process pursuant to Section 31-7-13 (k) of the Mississippi Code be invoked.

Please let me know if you have any questions.

DECLARATION INVOKING THE EMERGENCY PROCUREMENT PROCEDURE

I. REQUEST

A cyberattack on the City's information technology infrastructure initially caused numerous City technology systems to be inaccessible. Nearly all those systems have been restored by the Information Technology Department. However, to complete the restoration of all the systems and the City's Munis ERP system additional software is needed to complete the restoration of services.

Munis supports essential daily operations, including financial processing, accounts payable, purchasing, budgeting, and financial reporting.

The Department has worked to restore the effected technology systems since the attack.

Software pricing is set by the software manufacturer. The anticipated cost at this time is the cost of installation of firewall infrastructure at $47,695.12 and the cost of Microsoft Windows Server 2025, $52,450.00. Funding is available from Information Technology Division Software Budget.

Without invoking the emergency procurement procedure, this procurement could not be approved before the regular meeting of the City Council scheduled for September 8, 2026. Advertising, receiving, and awarding competitive bids would require at least 30 days before work could begin. A fixed deadline compounds the urgency: Friday, September 4 is weekly payday; Tuesday, September 8 is approval of the Claims Docket and payment of bi-weekly salaries.

Normal day-to-day operations will be affected. Employees will not be timely paid. Vendors will not be timely paid. The Budget for the upcoming fiscal may not be completed on time. Continued delay would result in threat to public health or safety, interruption of essential City functions, and economic loss to the City.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the purchase of firewall infrastructure and Microsoft Windows Server 2025, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from me. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.

Nathan Slater
Director

9-4-26
DATE

II. REVIEWED AND APPROVED

Drew M. Martin
City Attorney

9/4/26
DATE

Jillian Caldwell
Chief Financial Officer

9/4/26
DATE

Pieter Teeuwissen
Chief Administrative Officer

9.4.26
DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the cyberattack on the City's information infrastructure, which has resulted in the inability to access the City's Munis ERP software constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that the purchase of firewall infrastructure, Microsoft Windows Server 2025, and the procurement of any other equipment or services necessary to fully restore the City's information technology systems, including, but not limited to, Munis ERP is authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

Accordingly, this request is approved, effective September 1, 2026.

John Horhn
Mayor

DATE

Palo Alto Renewal

Item	Description	Price	Qty	Ext. Price
Coverage through 5-12-2027 for PA-5250 SN: 013101015490 PLEASE NOTE: Coverage period will back-date to original expiration date.				
PAN-SVC-PREM-5250-R	Premium support renewal, PA-5250	$47,695.12	1	$47,695.12
			Subtotal:	$47,695.12

CoJ - Palo Alto Support Renewal - Expired 5-12-2025 - 2026-9-1

Prepared by:

Metrix Solutions
Keeley Wilkinson
601-863-0086
Fax
keeleywilkinson@pileum.com

Prepared for:

City of Jackson
353 S. Congress Street
Jackson, MS 39201
Nathan Slater
nslater@jacksonms.gov
(601) 960-2387

Quote Information:

Quote #: 076725
Version: 1
Delivery Date: 09/03/2026
Expiration Date: 10/01/2026

Quote Summary

Description	Amount
Palo Alto Renewal	$47,695.12
Total:	**$47,695.12**

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

Signature

Date: 9/3/26



We have prepared a quote for you

COJ - Microsoft Server Licensing Option 2 - Datacenter - 2026-09-03
Quote # 076780
Version 3

Prepared for:

City of Jackson

Nathan Slater
nslater@jacksonms.gov

190 E. Capitol Street Suite 175
Jackson, MS 39211
www.metrixsolutions.com
601.352.2120

metrix SOLUTIONS
LINKING TECHNOLOGY TO THE BOTTOM LINE

Option 2 - Server Datacenter

Item	Description	Price	Qty	Est. Price
9EA-00702	**Microsoft Windows Server Datacenter Edition - License & Software Assurance - 16 Core - Price Level D - Additional Product, 3 Year Acquired Year 1, Government - Microsoft Open Value - PC**	$11,654.66	3	$34,963.98
9EA-00705	**Microsoft Windows Server Datacenter Edition - License & Software Assurance - 2 Core - Price Level D - Additional Product, 3 Year Acquired Year 1 - Microsoft Open Value - PC**	$1,457.71	12	$17,492.52
			Subtotal:	**$52,456.50**

190 E. Capitol Street Suite 175
Jackson, MS 39211
www.metrixsolutions.com
6013522120

COJ - Microsoft Server Licensing Option 2 - Datacenter - 2026-09-03

Prepared by:

Metrix Solutions
Will Osborn
601-863-0086
Fax
willosborn@pileum.com

Prepared for:

City of Jackson
353 S. Congress Street
Jackson, MS 39201
Nathan Slater
nslater@jacksonms.gov
(601) 960-2387

Quote Information:

Quote #: 076780
Version: 3
Delivery Date: 10/02/2026
Expiration Date: 10/30/2026

Quote Summary

Description	Amount
Option 2 - Server Datacenter	$52,456.50

Total: **$52,456.50**

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

Signature _____ Date _____

190 E. Capitol Street Suite 175
Jackson, MS 39211
www.metrixsolutions.com
6013522120

metrix SOLUTIONS
LINKING TECHNOLOGY TO THE BOTTOM LINE

Microsoft New Commerce Experience

Microsoft Announced Changes

Microsoft New Commerce Experience

Microsoft has announced changes to the Office365 licensing structure, effective March 1, 2022.

The following updates apply to all customers:

- All agreements will default to an annual agreement term rather than the option to have monthly terms. If a monthly term is desired, a 20% recurring fee on top of listed license price will apply.
    - *Annual agreements can still be billed on a monthly basis, but you are committed to paying for the entire twelve month period.*
- Licenses can still be added throughout the term but cannot be removed. You have a 72 hour grace period to remove a license after it is added.
- All contracts will automatically auto-renew. If you want to cancel the auto-renewal notice must be sent 72 hours in advance.

Office 365 licenses have a minimum commitment term indicated on the order form. Office 365 licenses cannot be canceled or quantities decreased mid-term, but can be increased in quantities or upgraded to new licenses mid-term. The customer can make license change requests during the term without signing a new contract. Phone, E-mail, or support requests by authorized parties will be considered as approved changes to this license order.

Microsoft Cloud Agreement

Microsoft Cloud Agreement

Microsoft Customer Agreement

This Microsoft Customer Agreement (the "Agreement") is between Customer and Microsoft and consists of these General Terms, the applicable Use Rights and SLAs, and any additional terms Microsoft presents when an order is placed. This Agreement takes effect when the Customer accepts these General Terms. The individual who accepts these General Terms represents that he or she is authorized to enter into this Agreement on behalf of the Customer.

General Terms

These General Terms apply to all of Customer's orders under this Agreement. Capitalized terms have the meanings given under "Definitions."

License to use Microsoft Products

a. License grant. Products are licensed and not sold. Upon Microsoft's acceptance of each order and subject to Customer's compliance with this Agreement, Microsoft grants Customer a nonexclusive and limited license to use the Products ordered as provided in the applicable Use Rights and this Agreement. These licenses are solely for Customer's own use and business purposes and are nontransferable except as expressly permitted under this Agreement or applicable law.

b. Duration of licenses. Licenses granted on a subscription basis expire at the end of the applicable subscription period unless renewed. Licenses granted for metered Products billed periodically based on usage continue as long as Customer continues to pay for its usage of the Product. All other licenses become perpetual upon payment in full.

c. Applicable Use Rights. For perpetual licenses, the Use Rights in effect when Customer orders a Product will apply. For subscriptions, the Use Rights in effect at the start of each subscription period will apply. Customers with subscriptions for Software may use new versions released during the subscription period subject to the Use Rights in effect when those versions are released. For metered Products billed periodically based on usage, the Use Rights in effect at the start of each billing period will apply during that period. Microsoft may update the Use Rights periodically, but material adverse changes for a particular version will not apply during the applicable license, subscription, or billing period.

d. End Users. Customer will control access to and use of the Products by End Users and is responsible for any use of the Products that does not comply with this Agreement.

e. Affiliates. Customer may order Products for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Microsoft. Customer will remain responsible for all obligations

under this Agreement and for its Affiliates' compliance with this Agreement.

f. Reservation of Rights. Microsoft reserves all rights not expressly granted in this Agreement. Products are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use a Product on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

g. Restrictions. Except as expressly permitted in this Agreement or Product documentation, Customer must not (and is not licensed to):

(1) reverse engineer, decompile, or disassemble any Product, or attempt to do so;

(2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms;

(3) work around any technical limitations in a Product or restrictions in Product documentation;

(4) separate and run parts of a Product on more than one device;

(5) upgrade or downgrade parts of a Product at different times;

(6) transfer parts of a Product separately; or

(7) distribute, sublicense, rent, lease, or lend any Products, in whole or in part, or use them to offer hosting services to a third party.

h. License transfers. Customer may only transfer fully-paid, perpetual licenses to (1) an Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Product and render any copies unusable. Customer must notify Microsoft of a License transfer and provide the transferee a copy of these General Terms, the applicable Use Rights and any other documents necessary to show the scope, purpose and limitations of the licenses transferred. Attempted license transfers that do not comply with this section are void.

i. Customer Eligibility. Customer agrees that if it is purchasing academic, government or nonprofit offers, Customer meets the respective eligibility requirements (https://aka.ms/eligiblitydefinition). Microsoft reserves the right to verify eligibility and suspend product use if requirements are not met.

Non-Microsoft Products.

Non-Microsoft Products are provided under separate terms by the Publishers of such products. Customer will have an opportunity to review those terms prior to placing an order for a Non-Microsoft Product through a Microsoft online store or Online Service. Microsoft is not a party to the terms between Customer and the Publisher. Microsoft may provide Customer's contact information and transaction details to the Publisher. Microsoft makes no warranties and assumes no

responsibility or liability whatsoever for Non-Microsoft Products. Customer is solely responsible for its use of any Non-Microsoft Product.

Verifying compliance.

Customer must keep records relating to Products it and its Affiliates use or distribute. At Microsoft's expense, Microsoft may verify Customer's and its Affiliates' compliance with this Agreement at any time upon 30 days' notice. To do so, Microsoft may engage an independent auditor (under nondisclosure obligations) or ask Customer to complete a self-audit process. Customer must promptly provide any information and documents that Microsoft or the auditor reasonably requests related to the verification and access to systems running the Products. If verification or self-audit reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Microsoft's other remedies, if unlicensed use is 5% or more of Customer's total use of all Products, Customer must reimburse Microsoft for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed under applicable law, if less. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

Privacy.

Personal Data. Customer consents to the processing of Personal Data by Microsoft and its Affiliates, and their respective agents and subcontractors, as provided in this Agreement. Before providing Personal Data to Microsoft, Customer will obtain all required consents from third parties (including Customer's contacts, Partners, distributors, administrators, and employees) under applicable privacy and data protection laws.

Location of Personal Data. To the extent permitted by applicable law, Personal Data collected under this Agreement may be transferred, stored and processed in the United States or any other country in which Microsoft or its Affiliates, or their respective agents and subcontractors, maintain facilities. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area and Switzerland.

Confidentiality.

a. Confidential Information. "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, the terms of this Agreement, and Customer's account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products or services.

b. Protection of Confidential Information. Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Online Services Terms may provide additional terms regarding the disclosure and use of Customer Data.

c. Disclosure required by law. A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

d. Residual information. Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

e. Duration of Confidentiality obligation. These obligations apply (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

Product warranties.

a. Limited warranties and remedies.

(1) Online Services. Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are described in the SLA.

(2) Software. Microsoft warrants that the Software version that is current at the time will perform substantially as described in the applicable Product documentation for one year from the date Customer acquires a license for that version. If it does not, and Customer notifies Microsoft within the warranty term, Microsoft will, at its option, (a) return the price Customer paid for the Software license or (b) repair or replace the Software.

The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any warranty claims not made during the warranty period.

b. Exclusions. The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products, or to components of Products that Customer is permitted to redistribute.

c. Disclaimer. Except for the limited warranties above and subject to applicable law, Microsoft

provides no other warranties or conditions for Products and disclaims any other express, implied or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

Defense of third-party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. By Microsoft. Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product with a functional equivalent or (2) terminate Customer's license and refund any license fees (less depreciation for perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product after being notified to stop due to a third-party claim.

b. By Customer. To the extent permitted by applicable law, Customer will defend Microsoft and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-Microsoft Product hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product, alone or in combination with anything else, violates the law or harms a third party.

Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the Products during the term of the applicable licenses, subject to the following:

a. Subscriptions. For Products ordered on a subscription basis, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Product during the 12 months before the incident.

b. Free Products and distributable code. For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft,

Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. Exclusions. In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.

d. Exceptions. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

Partners.

Selecting a Partner. Customer may authorize a Partner to place orders on Customer's behalf and manage Customer's purchases by associating the Partner with its account. If the Partner's distribution right is terminated, Customer must select an authorized replacement Partner or purchase directly from Microsoft. Partners and other third parties are not agents of Microsoft and are not authorized to enter into any agreement with Customer on behalf of Microsoft.

Partner Administrator privileges and access to Customer Data. If Customer purchases Online Services from a Partner or chooses to provide a Partner with administrator privileges, that Partner will be the primary administrator of the Online Services and will have administrative privileges and access to Customer Data and Administrator Data. Customer consents to Microsoft and its Affiliates providing the Partner with Customer Data and Administrator Data for purposes of provisioning, administering and supporting (as applicable) the Online Services. Partner may process such data according to the terms of Partner's agreement with Customer, and its privacy commitments may differ from Microsoft's. Customer appoints Partner as its agent for purposes of providing and receiving notices and other communications to and from Microsoft. Customer may terminate the Partner's administrative privileges at any time.

Support and Professional Services. Customer's Partner will provide details on support services available for Products purchased under this agreement. Support services may be performed by Partner or its designee, which in some cases may be Microsoft. If Customer purchases Professional Services under this agreement, the performance of those Professional Services will be subject to the terms and conditions in the Use Rights.

Pricing and payment.

If Customer orders from a Partner, the Partner will set Customer's pricing and payment terms for that order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in this section.

Payment method. Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing Microsoft with a payment method, Customer (1)

consents to Microsoft's use of account information regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes Microsoft to charge Customer using that payment method for orders under this Agreement.

Invoices. Microsoft may invoice eligible Customers. Customer's ability to elect payment by invoice is subject to Microsoft's approval of Customer's financial condition. Customer authorizes Microsoft to obtain information about Customer's financial condition, which may include credit reports, to assess Customer's eligibility for invoicing. Unless the Customer's financial statements are publicly available, Customer may be required to provide their balance sheet, profit and loss and cash flow statements to Microsoft. Customer may be required to provide security in a form acceptable to Microsoft to be eligible for invoicing. Microsoft may withdraw Customer's eligibility at any time and for any reason. Customer must promptly notify Microsoft of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.

Invoice Payment terms. Each invoice will identify the amounts payable by Customer to Microsoft for the period corresponding to the invoice. Customer will pay all amounts due within thirty (30) calendar days following the invoice date.

Late Payment. Microsoft may, at its option, assess a late fee on any payments to Microsoft that are more than fifteen (15) calendar days past due at a rate of two percent (2%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less.

Cancellation fee. If a subscription permits early termination and Customer cancels the subscription before the end of the subscription or billing period, Customer may be charged a cancellation fee.

Recurring Payments. For subscriptions that renew automatically, Customer authorizes Microsoft to charge Customer's payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes Microsoft to process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of Automated Clearing House or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process any such fees as an Electronic Payment or to invoice Customer for the amount due.

Taxes. Microsoft prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to Microsoft, Customer shall also pay any applicable value added, goods and services,

sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that Microsoft is permitted to collect from Customer. Customer shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products by Customer to its Affiliates. Microsoft shall be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership.

If any taxes are required to be withheld on payments invoiced by Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

Term and termination.

a. Term. This Agreement is effective until terminated by a party, as described below.

b. Termination without cause. Either party may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses, and licenses granted on a subscription basis will continue for the duration of the subscription period(s), subject to the terms of this Agreement.

c. Termination for cause. Without limiting other remedies it may have, either party may terminate this Agreement on 30 days' notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:

(1) All licenses granted under this Agreement will terminate immediately except for fully-paid, perpetual licenses.

(2) All amounts due under any unpaid invoices shall become due and payable immediately. For metered Products billed periodically based on usage, Customer must immediately pay for unpaid usage as of the termination date.

(3) If Microsoft is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

d. Suspension. Microsoft may suspend use of an Online Service without terminating this Agreement during any period of material breach. Microsoft will give Customer notice before suspending an Online Service when reasonable.

e. Termination for regulatory reasons. Microsoft may modify, discontinue, or terminate a Product in any country or jurisdiction where there is any current or future government regulation, obligation, or other requirement, that (1) is not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue offering the Product without modification; or (3) causes

Microsoft to believe these terms or the Product may conflict with any such regulation, obligation, or requirement. If Microsoft terminates a subscription for regulatory reasons, Customer will receive, as its sole remedy, a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

Miscellaneous.

a. Independent contractors. The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

b. Agreement not exclusive. Customer is free to enter into agreements to license, use, and promote the products and services of others.

c. Amendments. Microsoft may modify this Agreement from time to time. Changes to the Use Rights will apply as provided in this Agreement. Changes to other terms will not apply until Customer accepts them. Microsoft may require Customer to accept revised or additional terms before processing a new order. Any additional or conflicting terms and conditions contained in a purchase order or otherwise presented by Customer are expressly rejected and will not apply.

d. Assignment. Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Microsoft may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.

e. U.S. export. Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.

f. Severability. If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.

g. Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

h. No third-party beneficiaries. This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.

i. Survival. All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.

j. Notices. Notices must be in writing and will be treated as delivered on the date received at the

address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Microsoft must be sent to the following address:

Microsoft Corporation

Dept. 551, Volume Licensing

6880 Sierra Center Parkway

Reno, Nevada 89511-1137

USA

Notices to Customer will be sent to the individual at the address Customer identifies on its account as its contact for notices. Microsoft may send notices and other information to Customer by email or other electronic form.

k. Applicable law. This Agreement will be governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.

l. Dispute resolution. When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:

(1) If Microsoft brings the action, the venue will be where Customer has its headquarters.

(2) If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, USA.

(3) If Customer brings the action against Microsoft or any Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be the Republic of Ireland.

The parties consent to personal jurisdiction in the agreed venue. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

m. Order of precedence. These General Terms will take precedence over any conflicting terms in other documents that are part of this Agreement that are not expressly resolved in those documents, except that conflicting terms in the Use Rights take precedence over these General Terms as to the applicable Products. Terms in the Online Services Terms take precedence over conflicting terms in the Product Terms. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. Microsoft Affiliates and contractors. Microsoft may perform its obligations under this Agreement through its Affiliates and use contractors to provide certain services. Microsoft remains responsible for their performance.

o. Government procurement rules. By accepting this agreement, Customer represents and warrants that (i) it has complied and will comply with all applicable government procurement laws and regulations; (ii) it is authorized to enter into this Agreement; and (iii) this Agreement satisfies all applicable procurement requirements.

Definitions.

"Administrator Data" means the information provided to Microsoft or its Affiliates during sign-up, purchase, or administration of Products.

"Affiliate" means any legal entity that controls, is controlled by, or is under common control with a party. "Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

"Confidential Information" is defined in the "Confidentiality" section.

"Customer" means the entity identified as such on the account associated with this Agreement.

"Customer Data" means all data, including all text, sound, software, image or video files that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services.

"End User" means any person Customer permits to use a Product or access Customer Data.
"Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

"Microsoft" means Microsoft Corporation.

"Non-Microsoft Product" means any third-party-branded software, data, service, website or product, unless incorporated by Microsoft in a Product.

"Online Services" means Microsoft-hosted services to which Customer subscribes under this Agreement. It does not include software and services provided under separate license terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Licensing Site and updated from time to time.

"Partner" means a company Microsoft has authorized to distribute Products to Customer.

"Personal Data" means any information relating to an identified or identifiable natural person.

"Product" means all Software and Online Services identified in the Product Terms that Microsoft offers under this Agreement, including previews, prerelease versions, updates, patches and bug fixes from Microsoft. Product availability may vary by region. "Product" does not include Non-Microsoft Products.

"Product Terms" means the document that provides information about Products available under this Agreement. The Product Terms document is published on the Licensing Site and is updated from time to time.

"Publisher" means a provider of a Non-Microsoft Product.

"Representatives" means a party's employees, Affiliates, contractors, advisors and consultants.

"SLA" means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

"Software" means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"use" means to copy, download, install, run, access, display, use or otherwise interact with.

"Use Rights" means the license terms and terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. License terms for all Products are published in the Product Terms. Terms of service for Online Services are published in the Online Services Terms.

190 E. Capitol Street Suite 175
Jackson, MS 39211
www.metrixsolutions.com
6013522120

metrix SOLUTIONS
LINKING TECHNOLOGY TO THE BOTTOM LINE

Microsoft Agreement Addendum

Microsoft Cloud Agreement Addendum

In light of increased reported instances of fraudulent purchases occurring on Microsoft Azure accounts globally, Metrix Solutions, LLC and its affiliates ("Metrix Solutions" or "we") requires our customer ("Customer" or "you") to sign this contract addendum to acknowledge your responsibility for any authorized activity that may occur on your account. This addendum applies to Microsoft Azure services and any other Microsoft hosted services. Please authorize and return this addendum to us at your earliest convenience to avoid any potential disruptions to your service.

Customer is fully responsible for taking adequate security precautions and safeguarding Customer's access to all applicable systems, servers ad accounts related to Microsoft Azure services. Customer agrees to implement reasonable measures to prevent unauthorized access, including by maintaining the confidentiality of all passwords and other account identifiers and by using multi-factor authentication. Customer also agrees to immediately notify Metrix Solutions if Customer suspects any breach of security. Customer acknowledges that security risks that are inherent to the nature of the services, including the risk that unauthorized persons may attempt to access Customer's account, and Customer hereby accepts such risks. Customer is solely responsible for all transactions and other activities that occur on Customer's account, regardless of whether such activities are authorized by Customer. In no event will Metrix Solutions be liable for any additional costs, fees, or other charges resulting from unauthorized, fraudulent or other illegal purchases or other activity occurring on or in relation to Customer's account and Customer agrees to indemnify and hold harmless Metrix Solutions from all such charges.

This addendum must be signed and returned to Metrix Solutions. Customer may elect to either print, sign and return this document or electronically approve it via Pileum/Metrix's Order Porter approval system. The individual who signs or approves this addendum, electronically or otherwise, represents that he or she is duly authorized by the Customer to legally bind Customer to this addendum. Customer further confirms that any electronic signature or approval of this addendum is fully binding on Customer. Customer acknowledges that Metrix Solutions would not continue to provide Customer with Microsoft hosted services without Customer entering into this addendum.

190 E. Capitol Street Suite 175
Jackson, MS 39211
www.metrixsolutions.com
6013522120

Terms and Conditions

Terms and Conditions

Expenses: If resource is required to stay overnight, a per diem will be charged equal to the current GSA rates.

Expenses will be billed at cost, and Travel Time will be billed at one-half of the resource's billable rate. Mileage reimbursement rate = IRS standard reimbursement rate.

This Statement of Services is executed pursuant to, and incorporates by reference the terms and conditions of, that certain Pileum Corporation Master Services Agreement between Pileum and Customer identified above ("Master Agreement") (this Statement of Services and the Master Agreement are collectively referred to as the "Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the respective definitions given such terms in the Master Agreement.

Except as expressly modified hereby, all terms and provisions of the Master Agreement shall remain in full force and effect. Customer does hereby certify that as of date hereof (i) Customer is not in default under the Agreement and (ii) the representations and warranties made by Customer pursuant to the Master Agreement are true and correct on the date hereof.

Cancellation

To cancel or make other adjustments to this agreement, client must send notice to cancellations@pileum.com. Note that cancellation requests may be subject to Microsoft governing policies.

CITY COUNCIL AGENDA ITEM DATA SHEET October 13, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER RATIFYING EMERGENCY PROCUREMENT OF CERTAIN SOFTWARE AND A RENEWAL FROM METRIX SOLUTIONS, LLC NEEDED TO RESTORE THE CITY'S MUNIS ERP 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	2. Crime Prevention 5. Economic Development
3.	**Who will be affected**	Citizens doing business with the City and employees using the Munis ERP system
4.	**Benefits**	Restore the operability of the City's Munis ERP system
5.	**Schedule (beginning date)**	Installation should be complete
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Offices of the Department of Information Technology Citywide
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	Department of Information Technology
8.	**COST**	$100,151.62
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Information Technology Fund

Revised 2-04

DEPARTMENT OF INFORMATION TECHNOLOGY

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Nathan Slater, Director
Department of Information Technology

Date: October 13, 2026

Subject: Agenda Item for City Council Meeting, October 20, 2026

Attached you will find an agenda item ratifying two (2) contracts for the emergency procurement of a renewal and software needed to restore the operability of the City's Munis ERP system.

A cyberattack on the City's information technology infrastructure initially caused numerous City technology systems to be inaccessible. Nearly all of those systems have been restored by the Department of Information Technology. However, additional software was needed to complete the restoration of the City's Munis ERP system.

Munis supports essential daily operations, including financial processing, accounts payable, purchasing, budgeting, and financial reporting.

In order to restore Munis to operability, the Department of Information Technology was required to purchase a renewal of the City's Palo Alto firewall. The Department also needed to purchase licenses and software assurance for Microsoft Windows Server 2025 Datacenter Edition for the City's servers.

The software manufacturers set the pricing for their software, which the City purchased through Metrix Solutions, LLC.

The Mayor has signed the two contracts. This agenda item ratifies those agreements.

Please contact me if you have any questions.

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OFFICE OF THE CITY ATTO

ORDER AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION FOR THE U. S. DEPARTMENT OF JUSTICE (DOJ), OFFICE OF JUSTICE PROGRAMS (OJP) BUREAU OF JUSTICE FISCAL YEAR 2023 PROJECT SAFE NEIGHBORHOODS IN THE AMOUNT OF $33,179, AND, IF AWARDED, AUTHORIZING THE MAYOR TO ACCEPT THE GRANT AND TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS

WHEREAS, the City of Jackson, on behalf of the Jackson Police Department (JPD), seeks the governing authority's approval to apply for and, if awarded, accept an award for the U.S. Department of Justice, Office of Justice Programs FY2023 Project Safe Neighborhoods; and,

WHEREAS, the FY 23 grant funds will support the Violent Gang and Gun Crime Reduction Program, by providing support to state, local, and tribal efforts to reduce violent crime, including but not limited to, felonious firearm crimes and criminal gang violence; and,

WHEREAS, the JPD proposes to expand its current usage of facial recognition software and fingerprinting acquisition and data systems; and,

WHEREAS, in accordance with the Notice of Funding Opportunity (NOFO) released on October 5, 2026, the term of the grant agreement is to begin on April 01, 2027, with a duration period of six 6 months; and,

WHEREAS, the JPD is requesting a grant amount of **$33,179.00** to be used in the 2026 Fiscal Year; and,

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

WHEREAS, Miss. Code Ann. § 21-17-1(10) empowers the City's governing authorities to authorize receipt of grants, and the City of Jackson's best interests are served by authorizing the Mayor to submit and accept the BJA FY 2025 De-escalation and Crisis Response Training Program grant documents; and,

IT IS THEREFORE ORDERED IT IS, THEREFORE, ORDERED that the Mayor or his designee is authorized to execute the application for the U.S. Department of Justice, Office of Justice Programs FY2023 Project Safe Neighborhoods for the requested amount of **$33,179.00**.

IT IS FURTHER ORDERED that nothing herein shall be construed as negating or waiving compliance with state purchasing laws or City of Jackson procurement requirements.

IT IS FURTHER ORDERED that, if awarded, the Mayor or his designee is authorized to execute the necessary agreements and associated documents upon the award of the grant funds.

APPROVED FOR AGENDA: 32
DATE: October 20, 2026
By: BRACKNEY, HORHN

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: October 12, 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION FOR THE U. S. DEPARTMENT OF JUSTICE (DOJ), OFFICE OF JUSTICE PROGRAMS (OJP) BUREAU OF JUSTICE FISCAL YEAR 2023 PROJECT SAFE NEIGHBORHOODS IN THE AMOUNT OF $33,179, 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 2023 Project Safe Neighborhoods Grant to strengthen the JPD's ability to respond, interrupt, and reduce violence specifically, violence inflicted through gang and gang related activities.
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** ☐ ☐	$33,179.00
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 AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION FOR THE U.S. DEPARTMENT OF JUSTICE (DOJ), OFFICE OF JUSTICE PROGRAMS (OJP) BUREAU OF JUSTICE FISCAL YEAR 2023 PROJECT SAFE NEIGHBORHOODS IN THE AMOUNT OF $33,179, AND, IF AWARDED, AUTHORIZING THE MAYOR TO ACCEPT THE GRANT AND TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*

10/13/26
Date

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

MEMORANDUM COP# 84-2026

To: John Horhn, Mayor

From: RaShall Brackney, Ph.D.
Chief of Police

10.13.26

Date: October 13, 2026

Re: U. S. DEPARTMENT OF JUSTICE (DOJ), OFFICE OF JUSTICE PROGRAMS (OJP) BUREAU OF JUSTICE FISCAL YEAR 2023 PROJECT SAFE NEIGHBORHOODS

The Jackson Police Department is applying for $31,179.00 in funding through the U.S. Department of Justice, Office of Justice Programs, FY 2023 Project Safe Neighborhoods Grant.

The purpose of this grant is to enhance the Department's capacity to respond to, disrupt, and reduce violent crime, particularly gang-related violence and criminal activity. Grant funds will support these efforts through the purchase of a fingerprinting kiosk equipped with Automated Fingerprint Identification System (AFIS) technology and the expansion of facial recognition software access to additional divisions within the Department. These technology enhancements will strengthen investigative capabilities, improve information sharing, and support more effective crime prevention and response efforts.

RaShall Brackney, Ph.D.
Chief of Police

CC: file

AD&S INC.

1070 Lake Village Circle, Suite D | Brandon, MS 39047
Office: (601) 992-4121 | Fax: (601) 992-4645 | www.fingerpro.net

QUOTE

QT-MS20260821JAC-170

DATE	EXPIRES	ACCOUNT MANAGER	PHONE	EMAIL
August 21, 2026	October 5, 2026	Chrissy Ramirez	(601) 992-4121	cramirez@fingerpro.net

QUOTE TO	Jackson Police Department	ATTENTION	Deputy CHief Tyrone Buckley
ADDRESS	327 E. Pascagoula St.	PHONE	(601) 960-1027
	Jackson, MS 39201	CELL	
		EMAIL	tbuckley@city.jackson.ms.us

QTY	ITEM	UNIT PRICE	EXTENDED
1	**FingerPro ID MS Criminal Palm Kiosk System with Thales Multiscan 527g** *Powder-coated steel kiosk designed to safely house your complete FingerPro ID fingerprint capture system, featuring an adjustable-height enclosure for your livescan scanner.* *Includes:* *Thales MultiScan 527g Palm/Ten-Print Livescan Scanner* *FingerPro ID Software — Palm/Ten-Print Edition, certified for transmission to Mississippi/FBI (Criminal Inquiry, Criminal Arrest, Law Enforcement Officer, Civil Applicant, and Sex Offender Registration)* *Lenovo Computer with 21.5" Monitor and 3-Year Manufacturer Depot Warranty* *Lexmark MS821DN Printer with Additional Paper Tray* *Print to Card Software (FBI Certified)* *OBSbot Webcam with Autofocus and Kiosk Mount* *E-Seek ID Reader for automatic data entry from state-issued ID* *Topaz Signature Pad for electronic signature capture* *First-year warranty for FingerPro ID Software and Thales Palm Scanner*	$18,259.00	**$18,259.00**
1	**Installation / Training (Onsite)** *Onsite Software Installation: Direct, physical setup and optimization of your FingerPro ID system at your facility.* *FingerPro ID System Training: Interactive, hands-on team walkthrough covering software navigation, data entry, and workflow management.* *Biometric Capture Mastery: In-person, coached practice on proper fingerprint capture techniques to ensure high-quality prints and maximize submission acceptance rates.* *Deployment Support: Onsite assistance to ensure your hardware and software are fully synchronized and ready for live operation before our technician leaves.*	$995.00	**$995.00**

RECURRING COSTS — not included in total

FingerPro ID Palm/Ten-Print Software & Livescan Annual Support — *Annual* **$1,850.00/yr**

MINIMUM COMPUTER REQUIREMENTS

Processor: Intel i7 or AMD Ryzen 7 **RAM:** 16 GB minimum **Storage:** 1TB Hard Drive **Operating System:** Windows 11 or later (64-bit Only) **USB Port:** Available USB 2.0/3.0 port

Terms:
1. Prices are valid for 45 days.
2. Payment Terms — Net 30 from Installation

Notes: *If Tax Exempt, Certificate Must be Supplied.* Sales tax shown is an estimate only and may differ from the final invoice amount.

Subtotal:	$19,254.00
Sales Tax:	$0.00
Shipping:	$650.00
Other:	$0.00
TOTAL:	**$19,904.00**

Quote Presented by: Chrissy Ramirez (Name) **Date:** August 21, 2026 (Date)

Quote Accepted By: _____ (Name) _____ (Title) _____ (Date)

FY 2023 Project Safe Neighborhoods Solicitation
Southern District of Mississippi
15PBJA-23-GG-02472-GUNP
CFDA 16.609

Background

The Division of Public Safety Planning has limited funds available from the U. S. Department of Justice (DOJ), Office of Justice Programs (OJP), to support the Violent Gang and Gun Crime Reduction Program, by providing support to state, local, and tribal efforts to reduce violent crime, including but not limited to, felonious firearm crimes and criminal gang violence. An application packet is attached. All applicants must complete and return the application no later than **Friday, October 30, 2026.**

All applications must be accompanied by an abstract that includes the following: **(1)** Summary of the proposed project in 400 words or fewer; **(2)** Identify the most important needs of the agency; **(3)** Written for a general public audience; **(4)** Submitted as a separate attachment with "Project Abstract" as part of the file name; and **(5)** Single-spaced, using a standard 12-point font with 1-inch margins. **Incomplete applications will not be considered for funding.**

Eligibility

Applicants must be from the Southern District of Mississippi. Preference will be given to applicants who operate in the PSN target areas or who work with targeted at-risk youth or offenders in the target areas. Eligible applicants include law enforcement, probation and parole agencies, or non-profit organizations.

Program Purpose Areas

The purpose of this funding is to reduce, prevent or deter gun and gang violence in targeted areas through enforcement and prevention, the prosecution and removal of chronic offenders who contribute to violent crime problems, and the disruption and dismantling of violent gangs that drive the drug crime and violent crime problem. Funds can be used for:

- Equipment and Personnel related costs directly associated with the project
- Gang related activity
- Training
- Prevention/reentry/deterrence efforts
- Publications or Advertising

Grants funds may not be used for renovations, construction, land acquisition, lobbying, fund-raising, or formation of corporations.

SPECIAL GRANT CONDITIONS

Availability of Funds and Application Deadline

Funds are available after completing the project abstract, attached application, and DHS/ICE letter, returning it to DPSP for further review. All applicants are expected to complete and return the application no later than **Friday, October 30, 2026.**

Grant Period

The grant award period is tentatively from **April 1, 2027, to September 30, 2027.** All funds must be expended by the end of the contract period. All awards are subject to availability of appropriated funds. ***Funding is not guaranteed.***

Special Grant Conditions

- This is a six-month grant award. Once funds are expended, the grant will expire.
- If you are receiving assistance from any other federal agency, there can be no duplicate purchases from such funds. In other words, funds cannot be used from separate agencies to make the same purchase.
- Expenditures incurred prior to the actual project start date will not be approved. Supporting documentation must have valid and verifiable dates.
- **Handwritten applications or applications submitted by facsimile (FAX) will not be accepted.**

Non-Supplant Requirement

Funds available under this program may not be used to supplant (replace) existing local funds. These funds must be used to supplement the level of funds from non-federal sources that would, in the absence of these funds, be made available for programs or activities funded under a similar program.

Monitoring

Each successful subgrantee will receive an on-site compliance monitoring visit or a desk review audit at least once during the grant period. Each successful subgrantee must retain records, receipts, invoices, and other documents for review during the monitoring visit. Guidelines and/or procedures listed in the original application must be adhered to and deviations from those guidelines must have prior approval by the Division of Public Safety Planning.

Budget

The subgrantee should submit a budget detail for a 6-month long project. Applicant should submit all necessary quotes and/or sole sources letters when requesting equipment. Any equipment over the amount of $5,000.00 must have two quotes or a sole source letter if applicable.

SAM.gov

Applicants are now required to have a Unique Entity Identifier (UEI) number which is assigned to an entity by SAM.gov. Please note that organizations must update or renew their UEI number at least once a year to maintain an active status. Please include a copy of your UEI number verifying an active status along with your application.

Technical Assistance

Technical assistance will be available through our office during the PSN application process. If assistance is needed, please contact the PSN Program Manager at 601-987-9525.

Application Submission Requirements

All applications should be submitted no later than **Friday, October 30, 2026, at 4:00pm** to the official OJP email address at ojp@dps.ms.gov . Only applications submitted to this designated email address will be accepted for review. No late applications will be reviewed for consideration.

***If you have questions, please contact Miah Davis at 601-987-9525.**

FY 2023 PSN APPLICATION CHECKLIST

Please check the list below against the items returned in this packet to ensure that all pertinent information is enclosed.

- ☐ **Subgrant Application summary Form**
- ☐ **Statement of the Problem**
- ☐ **Objectives and Projected Impact**
- ☐ **Implementation Plan/Project timeline**
- ☐ **Sustainability Plan**
- ☐ **Budget Summary**
- ☐ **Budget Narrative**
- ☐ **Evaluation Plan**
- ☐ **Project Abstract**
- ☐ **Non-Supplant Certification**
- ☐ **Equal Employment Opportunity Plan Certification**
- ☐ **Copy of SAM Registration (sam.gov)**
- ☐ **Body Worn Camera Policy & Certification (if applicable)**
- ☐ **Body Armor Mandatory Wear Policy & Certification (if applicable)**

All the above award documents should be returned by **October 30, 2026.**

_____ _____

SUB-GRANT CONTACT PERSON ***DATE***

STATE OF MISSISSIPPI

DEPARTMENT OF PUBLIC SAFETY

DIVISION OF PUBLIC SAFETY PLANNING

DPSP USE ONLY

Grant No.

SUBGRANT APPLICATION SUMMARY

1. Applicant (Name, Address, Zip, Phone, Email)	2. PMT Coordinator (Name, Email Address, Phone)	3. Financial Officer (Name, Title, Address, Zip, Phone)
City of Jackson 200 S President St Jackson MS 39201 601.960.1087 jhorhn@jacksonms.gov	Mary Manogin mmanogin@jacksonms.gov 601.960.4045	Sonya Bowman 327 E Pascagoula Street Jackson MS 39201 601.960.1115

4. Project Title
FY 2023 Project Safe Neighborhoods (PSN)

5. UEI Number: GNNPTMPBPYM8

Tax ID. Number: 64-6000503

6. Type of Application ■ **Initial** ☐ **2nd Yr. or** ☐ ____ **Yr. Funding**
☐ **Continuation of Grant No.** _____

7. Desired Project Duration 6 **Months**
Start Date: 04/01/2027
End Date: 09/30/2027

8. Brief Project Summary (required) The City of Jackson Police Department is applying for funds to support the acquisition of a fingerprinting kiosk with AFIS technology and the renewal of facial recognition software.

9. Budget Category	Requested	Approved by DPSP
a. Personnel		
b. Fringe Benefits		
c. Equipment	$33,179.00	
d. Travel		
e. Operating Expense		
f. Contractual Services		
g. Miscellaneous		
Total Project Budget		

10. Source of Funds	Federal	%	St/Local Match	%	Total	%
Requested Budget	$33,179	100			$33,179	

11. Number of pages in this application	23

10/12/2026
Chief Administrative Officer/ Mayor (Signature and Date)

10/12/2026
Project Director (Signature and Date)

John Horhn
Chief Administrative Officer/ Mayor (Type or Print)

10/12/2026
Financial Officer (Signature and Date)

Title

INSTRUCTIONS FOR COMPLETING SUBGRANT APPLICATION SUMMARY

(DPSP Form A)

1. Enter the name, address, zip and telephone number of the Agency or unit of Government that will administer the project. City of Jackson; 200 S President St Jackson MS 39201; 601.960.1087

2. Enter the name, title, address, zip and telephone number of the person who will be charged with the responsibility of implementing and operating the project. Dr. Mary Manogin; Grant Manager; 327 E Pascagoula St Jackson MS 39201; 601.960.4045

3. Enter the name, title, address, zip and telephone number of the person who will be responsible for financial matters relating to the project, such as accounting and financial reports, and who will be authorized to sign request for reimbursements of expenditures. Sonya Bowman; JPD Finance Administrator; 327 E Pascagoula St Jackson MS 39201

4. Enter or select the project title type. **FY 2023 Project Safe Neighborhoods (PSN)**

5. Enter Jurisdiction DUNS # and Tax Id. GNNPTMPBPYM8; 64-6000503

6. Enter Email address of the primary contact person. mmanogin@jacksonms.gov

7. Enter the desired project duration in months. 6 months

8. Develop a brief summary for the project. Explain the project operation and how objectives will be accomplished. The proposed project is to purchase software and equipment essential to the department's investigation and intel divisions. The equipment includes a fingerprinting kiosk with AFIS technology, support staff desk equipment, and the renewal of the facial recognition software for an additional year. This equipment will support the City of Jackson Police Department (JPD) in the disruption, intervention, and deterrence of gang activity and gang related violence.

9. Enter total funds proposed to be spent on the project in the eight (8) major budget categories brought forward from DPSP Form A-3 Budget Summary.$33,179.00

10. Enter the appropriate match ratio in both dollar amount and percentage. $0.00/ 0%

11. Enter the total number of pages in application. 23

NOTE: The application must be signed by a person duly authorized to enter into a contract, or contractually obligate funds on behalf of the agency or unit of government of the subgrantee: The head of the implementing agency and/or the financial officer. The application should be dated when signed and the appropriate title of the signor should be in the space provided.

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

DPSP USE ONLY

Grant No.

PROJECT PLAN AND SUPPORTING DATA

PART I. STATEMENT OF PROBLEM

The City of Jackson, Mississippi, continues to face significant challenges from gang-related violence, which remains a driver of the city's high per-capita homicide rate. In response, the Jackson Police Department (JPD) remains committed to disrupting gang activity and dismantling violent criminal networks through strategic investments in forensic technology that improve investigative capacity and accelerate the identification of gang-involved offenders.

To strengthen these efforts, JPD is requesting funding to purchase a fingerprinting kiosk with AFIS (Automated Fingerprint Identification System) technology, a support staff desk, and to renew the department's current subscription to Clearview, the facial recognition software relied upon by JPD's Intel Division. Gang-related investigations frequently involve individuals who are uncooperative or provide false identities during contact with law enforcement, and rapid, reliable identification is critical to connecting suspects to prior offenses, active warrants, and known gang affiliations. JPD currently lacks an in-house AFIS kiosk capable of rapidly capturing and searching fingerprint data against state and federal databases, which slows suspect identification and delays investigators' ability to establish ties between individuals and ongoing gang activity. An in-house kiosk would allow JPD to conduct ten-print and latent comparisons directly, reducing reliance on manual processing and external turnaround times, and enabling investigators to confirm identities and build gang-related case files within hours rather than days. The accompanying support staff desk is necessary to properly house the kiosk and the personnel responsible for its operation and case-related data entry.

Continued access to Clearview is equally critical to JPD's gang suppression efforts. The Intel Division relies on this facial recognition tool to help identify gang members and associates captured on surveillance footage, social media, and other image sources tied to shootings, retaliatory violence, and other gang-related crime. Without renewal of this subscription, JPD would lose an active investigative resource that has become integrated into the department's ongoing gang intelligence gathering and casework.

By acquiring this equipment and maintaining this software access, JPD will strengthen its ability to quickly identify gang members and repeat offenders, generate actionable investigative leads, improve clearance rates on gang-related crimes, and disrupt the cycles of retaliatory violence that drive the city's homicide rate.

INSTRUCTIONS FOR COMPLETING PROJECT PLAN: PART I
(PROBLEM STATEMENT)

State in clear and concise terms the problem(s) which the project shall provide a needed solution. Provide as much as possible, quantified background data to support the degree of intensity of the problem. That is, provide crime statistics, population figures, caseloads, etc., when applicable, along with other relevant data which would indicate the problem. (Cite the sources of the data and the date of the data reported.)

BEGIN ON REVERSE AND ADD AS MANY CONTINUATION PAGES AS NECESSARY

The City of Jackson, Mississippi, continues to experience one of the highest rates of firearm violence in the nation, much of it fueled by gang activity and retaliatory violence between rival groups. As the capital city of Mississippi, JPD is responsible for protecting approximately 143,000 residents while serving a community that experiences a substantial influx of commuters, government employees, and visitors each day.

According to the 2024 Mississippi Violent Gang Survey, 51 distinct neighborhood-based gangs were reported, the highest total of any county in the state, in addition to 9 nationally affiliated gangs operating within the county. Within the city of Jackson specifically, law enforcement identified 11 active neighborhood-based gangs, Statewide, survey respondents identified shootings (76.4%), narcotics trafficking (61.8%), and homicide (52.81%) as the three most common criminal activities associated with gang presence in their jurisdictions, underscoring the direct link between gang activity and the violent crime JPD investigates daily.

The Jackson Police Department's Intel Division and patrol personnel routinely encounter individuals connected to gang activity who are uncooperative, provide false identifying information, or cannot otherwise be immediately confirmed through available means. Without an in-house Automated Fingerprint Identification System (AFIS) kiosk, officers and investigators must rely on manual, time-intensive identification processes that delay confirmation of a subject's true identity, criminal history, and known gang affiliations. These delays directly hinder JPD's ability to quickly determine whether an individual in custody or under investigation is tied to prior offenses, active warrants, or ongoing gang-related investigations.

Facial recognition technology has similarly become an essential tool in JPD's gang suppression efforts. The Intel Division relies on Clearview to identify gang members and associates captured on surveillance footage, social media, and other images tied to shootings and retaliatory violence. This capability allows investigators to connect individuals to gang activity, corroborate witness and informant information, and generate leads in cases where traditional identification methods are unavailable. Continued access to this tool is essential to sustaining the department's current gang intelligence and investigative capabilities.

JPD possesses the personnel and operational readiness necessary to immediately expand its identification capabilities. Investigators and support staff are prepared to operate an in-house AFIS kiosk immediately following installation, and the Intel Division has an established, ongoing workflow built around facial recognition analysis. The requested equipment and software renewal will reduce turnaround times, strengthen JPD's ability to confirm gang affiliations and criminal histories in real time, and improve the timely dissemination of investigative leads to detectives and prosecutors. This investment will provide the Jackson Police Department with the identification capacity necessary to more effectively disrupt gang activity, improve case clearance rates, and reduce gun violence throughout the City of Jackson.

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
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PROJECT PLAN AND SUPPORTING DATA

PART II. OBJECTIVES AND PROJECTED IMPACT

Objective 1: Acquire, install, and operationalize one fingerprinting kiosk with AFIS (Automated Fingerprint Identification System) technology, along with an accompanying support staff desk, at the Jackson Police Department within 3 to 6 months of grant award.

Projected Impact: The acquisition of an in-house AFIS kiosk will eliminate delays associated with manual fingerprint identification processes, provide officers and investigators with rapid, reliable confirmation of subject identity, and give the department timely access to criminal history and gang-affiliation information needed to support gang and violent crime investigations.

Objective 2: Increase the department's capacity to positively identify individuals encountered during patrol and investigative activity by expanding in-house fingerprint search and comparison capability.

Projected Impact: Increased in-house identification capacity will generate additional investigative leads, improve the identification of individuals tied to gang activity and prior offenses, strengthen intelligence sharing among local, state, and federal law enforcement agencies, and enhance the department's ability to identify repeat violent offenders.

Objective 3: Reduce identification turnaround times by processing fingerprint comparisons at the Jackson Police Department rather than relying exclusively on manual or external identification methods.

Projected Impact: Faster identification will provide detectives with investigative leads earlier in the investigative process, improve case development, strengthen prosecutions, and increase opportunities to interrupt cycles of retaliatory gang violence before additional crimes occur.

Objective 4: Enhance the investigation of gang-related and violent crime through the sustained use of facial recognition technology, via renewal of the department's Clearview subscription.

Projected Impact: Continued access to Clearview will improve investigative efficiency, increase the identification rate of gang members and associates captured on surveillance and open-source imagery, strengthen collaboration with state and federal criminal justice partners, and improve public safety by accelerating the identification and apprehension of violent offenders.

Objective 5: Strengthen the Jackson Police Department's long-term identification and gang intelligence capabilities through the implementation of sustainable AFIS and facial recognition technology.

Projected Impact: By establishing in-house AFIS capability and maintaining uninterrupted access to Clearview, JPD will expand its identification and intelligence-gathering capacity, reduce reliance on time-intensive manual processes, improve operational efficiency, and enhance its ability to respond to gang and violent crime while supporting the department's overall violence reduction strategy.

INSTRUCTIONS FOR COMPLETING PROJECT PLAN: PART II
(DPSP Form II)

A. OBJECTIVES

State clearly and concisely the measurable objectives of the project. IN other words, this section should describe precisely what the project will achieve and/or demonstrate. The objectives should be **directly** related to the **Statement of the Problem (A-2a)** so that the project can be evaluated in terms of its ability to resolve the problem identified. The activities called for in Section A-2c must be designed to achieve and document the achievement of the objectives in this section.

A measurable objective defines:

1. What CHANGE will take place?

2. What GROUP will be affected?

3. What LEVEL or DEGREE of change will occur?

Example No. 1: Three entry level local police officers will receive 240 hours of basic law enforcement training within (10) months of their employment.

CHANGE: Three police officers will receive basic training.
GROUP: Three entry level local police officers.
LEVEL of CHANGE: 240 hours of training within ten (10) months of employment

Example No. 2: Twelve(12) months after project Implementation in the community, there will be at least a 20% reduction in juvenile court referrals among persons (male and female) under the age of 17. Juvenile Court referrals for the last six (6) months of the project will be compared with the same data from the same period for the previous year.

Objective 1: The Jackson Police Department will acquire, install, and operationalize one fingerprinting kiosk with AFIS (Automated Fingerprint Identification System) technology, along with an accompanying support staff desk, within six (6) months of grant award.

- CHANGE: JPD will acquire and operationalize an in-house AFIS fingerprinting kiosk and support desk.
- GROUP: JPD Intel Division and identification/booking personnel.
- LEVEL OF CHANGE: One (1) fully operational AFIS kiosk and desk within six (6) months of award.

Objective 2: Within six (6) months of installation, JPD will conduct 100% of eligible in-house fingerprint identifications using the AFIS kiosk rather than manual or externally routed identification methods.

- CHANGE: Fingerprint identification processing will shift from manual/external methods to in-house AFIS processing.
- GROUP: Individuals encountered by JPD during patrol, booking, and investigative activity requiring identification.
- LEVEL OF CHANGE: 100% of eligible fingerprint identifications processed in-house within six (6) months of installation.

Objective 3: JPD will maintain uninterrupted access to Clearview facial recognition software throughout the twelve (12)-month grant period, supporting continuous use by the Intel Division in gang and violent crime investigations.

- CHANGE: Continuous, uninterrupted facial recognition capability will be maintained (versus lapsing at subscription expiration).
- GROUP: JPD Intel Division investigators assigned to gang and violent crime cases.
- LEVEL OF CHANGE: 100% subscription continuity across the twelve (12)-month grant period, with no lapse in access.

Objective 4: Within twelve (12) months of grant award, JPD will reduce average fingerprint identification turnaround time for gang- and violent-crime-related cases as compared to the department's current manual identification process.

- CHANGE: Decreased turnaround time for suspect/subject identification.
- GROUP: JPD investigators handling gang- and violent-crime-related cases.
- LEVEL OF CHANGE: Measurable reduction in average identification turnaround time, documented by comparing case processing logs for the final six (6) months of the grant period against the same period from the prior year.

Objective 5: Twelve (12) months after project implementation, JPD will document an increase in the number of gang-affiliated individuals identified and linked to open investigations through in-house AFIS and Clearview use, as compared to the twelve (12) months prior to implementation.

- CHANGE: Increase in confirmed identifications of gang-affiliated individuals tied to open cases.
- GROUP: Gang-affiliated individuals encountered in connection with JPD investigations.
- LEVEL OF CHANGE: Year-over-year increase in documented identifications, compared using JPD case records for the respective 12-month periods.

B. PROJECTED IMPACT

The applicant should specify the "Projected Impact" of the project on the criminal justice system by indicating whether the project primarily addresses:

System Change:	Improvement or upgrading of some aspect of the criminal justice system.
Relevance of Results:	Benefits to be received by the criminal justice system, the community and the offender.
Cost of Reduction:	Activities providing for reduction of cost of apprehension, courts, incarceration, supervision, etc.
Offender Change:	Changes in the personal or social adjustment, job status, or behavior of the offender.

Objective 1 (Acquire and operationalize AFIS kiosk and support desk):

- **System Change:** Establishes an in-house fingerprint identification capability at JPD, upgrading the department's current reliance on manual, non-integrated identification methods.
- **Relevance of Results:** Provides officers, investigators, and the community with faster, more reliable identification of individuals encountered during patrol, booking, and investigative activity.

Objective 2 (Shift to 100% in-house AFIS processing):

- **System Change:** Replaces manual and externally routed fingerprint comparison processes with an integrated, in-house identification system.
- **Cost of Reduction:** Reduces the time and personnel resources currently spent on manual identification and external processing, allowing staff time to be redirected to investigative work.
- **Relevance of Results:** Benefits the criminal justice system through more accurate and timely identification, reducing the risk of misidentification or delayed case processing.

Objective 3 (Maintain uninterrupted Clearview access):

- **System Change:** Sustains an existing investigative technology capability within JPD's Intel Division, preventing a gap in facial recognition–supported identification capacity.
- **Relevance of Results:** Benefits investigators and the community by maintaining the department's current ability to identify gang members and suspects tied to violent crime through image-based investigative leads.

Objective 4 (Reduce identification turnaround time):

- **Cost of Reduction:** Decreases the time and resources associated with identifying suspects and case-relevant individuals, supporting faster case development and reducing the downstream costs of prolonged investigations.
- **Relevance of Results:** Provides detectives and prosecutors with more timely investigative leads, improving case outcomes for the criminal justice system.

Objective 5 (Increase documented identification of gang-affiliated individuals):

- **Relevance of Results:** Directly benefits the criminal justice system and the community by improving JPD's ability to link individuals to gang activity and open investigations, supporting more effective prosecution and disruption of gang networks.
- **Offender Change:** Supports increased accountability for gang-affiliated offenders by improving JPD's ability to identify and connect them to criminal activity, which may influence the offender's behavior and involvement in the criminal justice process going forward.

BEGIN ON REVERSE AND ADD AS MANY CONTINUATION PAGES AS NECESSARY

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

DPSP USE ONLY

Grant No.

PROJECT PLAN AND SUPPORTING DATA

PART III. IMPLEMENTATION

Upon grant award, JPD will initiate procurement of the fingerprinting kiosk with AFIS technology through a competitive purchasing process, consistent with City of Jackson and Division of Public Safety Planning procurement requirements. The department has obtained quotes from multiple qualified vendors and will select the kiosk that best meets JPD's operational, technical, and integration requirements at the most advantageous cost to the department. Following selection and issuance of the purchase order, delivery and installation of the kiosk is estimated to take approximately 60 to 90 days, depending on the selected vendor's production and shipping timeline. The accompanying support staff desk will be procured through routine purchasing procedures and is not expected to affect the overall implementation timeline.

Renewal of the department's Clearview facial recognition subscription will be processed as a sole-source purchase, as Clearview is JPD's existing, established facial recognition platform currently in active use by the Intel Division. No other vendor is capable of providing a "renewal" of this existing subscription, and transitioning to a different platform would require a new procurement, onboarding, and training process that would disrupt ongoing investigative use. JPD will process the Clearview renewal early in the grant period to ensure uninterrupted access throughout the project period.

During the kiosk procurement and delivery period, JPD will coordinate with the selected vendor to finalize equipment specifications, delivery logistics, installation requirements, and system acceptance procedures. Simultaneously, the department will prepare the designated workspace within JPD headquarters, including installation of the support staff desk, to ensure all operational and technical requirements are met prior to installation.

Upon delivery, the vendor will install, calibrate, and verify the operational readiness of the AFIS kiosk. JPD identification and booking personnel will complete any vendor-provided training necessary to begin processing fingerprint identifications immediately following system acceptance. The department will utilize established procedures for capturing, comparing, and documenting fingerprint identifications, reducing dependence on manual and externally routed identification methods.

Throughout the project period, JPD will monitor equipment utilization and evaluate project performance by tracking the number of fingerprint identifications processed in-house, identification turnaround times, and the number of gang-affiliated individuals identified and linked to open investigations. The Grants Management Office will oversee procurement, financial management, grant compliance, and performance reporting to ensure the project is implemented in accordance with all Division of Public Safety Planning requirements.

The successful implementation of this project will enhance the Jackson Police Department's identification and investigative capabilities, improve the timely processing of fingerprint and facial recognition identifications, strengthen investigative efforts involving gang and violent crime, and support the department's ongoing strategy to reduce gun violence within the City of Jackson.

Fy23INSTRUCTIONS FOR COMPLETING IMPEMENTATION PLAN: PART III

(DPSP Form III)

A. Describe in narrative form the activities which will be performed during the project period.

B. List the tasks or various individual activities which will be performed in the order in which they will occur and indicate the month in which it is anticipated the task will begin and the month in which it will be completed.

Example:

1. Hire project staff (first and second months).
2. Train project staff (second month - 3 weeks of training).
3. Develop operating procedures (middle of second month - first of third month).
4. Perform designated tasks (third month - twelfth month).

C. Prepare a Bar Task Timetable.

Example:

TASK TO BE PERFORMED	MONTHS IN PROJECT PERIOD
	01 02 03 04 05 06 07 08 09 10 11 12
1. Hire Project Staff	----------
2. Train Project Staff (3 weeks)	_____
3. Develop Operating Procedures	_____
4. Perform Designated Tasks	_____

D. Attach a current resume for each person employed in the conduct of grant activities.

E. Attach a job description of proposed positions.

F. Include an organizational chart associated with the project.

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

DPSP USE ONLY

Grant No.

SUSTAINABILITY PLAN

PART IV:

The Jackson Police Department (JPD) is committed to sustaining the AFIS fingerprinting kiosk, support staff desk, and Clearview facial recognition capability beyond the grant-funded project period. These investments represent a critical enhancement to the department's identification and gang/violent crime investigative capabilities, and JPD recognizes the importance of maintaining uninterrupted access to this technology.

The requested grant funding will support the acquisition and installation of the AFIS kiosk and support desk, both of which are one-time capital purchases with no anticipated recurring cost beyond standard equipment maintenance. Grant funding will also support renewal of the department's Clearview subscription for the current grant period. Because Clearview is renewed on an annual basis, JPD will incorporate the cost of future annual renewals into its departmental operating budget beginning in Year Two, ensuring continued access to the platform is not dependent on future DPSP grant funding.

JPD is committed to maintaining the trained personnel, operational procedures, and financial resources necessary to sustain these capabilities throughout their useful life. The department will continue utilizing the AFIS kiosk to process fingerprint identifications and Clearview to support facial recognition–assisted investigations, generating investigative leads, supporting gang and violent crime casework, and strengthening collaboration with local, state, and federal law enforcement partners.

JPD will also sustain the project operationally through its existing personnel and infrastructure. The department's identification and booking personnel will be trained to operate the AFIS kiosk as part of their standard duties, eliminating the need to create grant-funded positions to maintain project activities. The kiosk and desk will be permanently housed within JPD headquarters and incorporated into the department's established identification and investigative operations.

By incorporating the annual cost of the Clearview renewal into future departmental budgets beginning in Year Two, and by relying on existing personnel and infrastructure to operate the AFIS kiosk, the Jackson Police Department will ensure that the investment made through this grant continues to improve identification capacity, support gang and violent crime investigations, and enhance public safety well beyond the conclusion of the grant period.

INSTRUCTIONS FOR COMPETING SUSTAINABILITY PLAN: Part IV (DPSP Form IV)

Provide a plan describing commitment and capacity to continue the project if federal funding through the Division of Public Safety Planning were no longer available.

The plan will be evaluated on whether it proposes feasible strategies to preserve project activities long-term.

Please note that continuation or supplemental funding is not guaranteed and subgrantees are always encouraged to seek additional means of support to sustain their current projects.

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
BUDGET SUMMARY

DPSP USE ONLY

Grant No.

BUDGET CATEGORY	REQUESTED BUDGET	DPSP USE ONLY APPROVED BUDGET
A. PERSONNEL:		
TOTAL PERSONNEL		
B. FRINGE		
2. FICA Match		
3. Retirement Match		
4. Other		
TOTAL FRINGE		
C. EQUIPMENT	$33,179.00	
TOTAL EQUIPMENT	$33,179.00	
D. TRAVEL		
2. Commercial Carrier		
3. Meals		
4. Lodging		
5. Other		
TOTAL TRAVEL		
E. OPERATING EXPENSE		
2. Rental		
3. Printing and Reproduction		
4. Communications (Telephone, Postage)		
5. Other		
TOTAL OPERATIONAL EXPENSES		
F. CONTRACTUAL SERVICES		
2. Contracts w/Organizations		
TOTAL CONTRACTUAL SERVICES		
G. MISCELLANEOUS		
2. Training Materials		
3. Other		
TOTAL MISCELLANEOUS		
H. TOTAL PROJECT BUDGET		

SUMMARY FUNDING DATA

	Federal	%	State/Local	%	TOTAL	%
REQUESTED BUDGET	$33,179.00	100	$0		$33,179.00	
APPROVED BUDGET						

Budget Prepared By: Mary Manogin

INSTRUCTIONS FOR COMPLETING BUDGET SUMMARY : PART V: (DPSP FORM V)

GENERAL

The budget summary should be completed for each of the eight major budget categories (and their subcategories) for which funding is requested. These figures are to be derived from the detailed information in the Budget Narrative. For each category or subcategory listed, show total requested funds, rounded to the nearest dollar, in the column headed "Requested Budget". Enter category totals and Total Project Budget in the spaces provided.

SUMMARY FUNDING DATA SECTION

In the horizontal row labeled "Requested Budget", provide the following:

a. **Federal** - Enter the total federal funds requested and the percentage of the total project which will be funded with Federal monies.

b. **State or Local Cash Match** - Enter the total cash match and the percentage of the total project which will be provided by the applicant.

See DPSP guidelines or your Grants Management Specialist for the exact federal/state/local ratios required.

SHADED AREAS ARE FOR DPSP USE ONLY.

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
BUDGET NARRATIVE

DPSP USE ONLY

Grant No.

PART VI:

The Jackson Police Department (JPD) requests $33,179.00 to fund the acquisition of a fingerprinting kiosk with AFIS (Automated Fingerprint Identification System) technology, an accompanying support desk, and the renewal of the department's Clearview facial recognition software subscription. These items will strengthen JPD's ability to rapidly and reliably identify individuals connected to gang activity and violent crime, supporting the department's ongoing efforts to disrupt gang networks and reduce gun violence throughout the City of Jackson.

The requested funding is allocated as follows: $19,904.00 for the AFIS fingerprinting kiosk, which will allow JPD to conduct in-house fingerprint identifications and reduce reliance on manual, time-intensive identification processes; $285.00 for a support staff desk necessary to house the kiosk and the personnel responsible for its operation; and $12,990.00 for renewal of the department's existing Clearview subscription, ensuring uninterrupted use of this facial recognition tool by the Intel Division in ongoing gang and violent crime investigations. The requested $33,179.00 represents the funding necessary to acquire this equipment, sustain access to this software, and place these identification capabilities directly within the Jackson Police Department in support of the department's gang and violent crime reduction efforts.

INSTRUCTIONS FOR COMPLETING BUDGET NARRATIVE: Part VI

(DPSP Form VI)

GENERAL

The purpose of this form is to provide *full explanation, and justification* for all items budgeted to support project activities. After using DPSP Form A-4-b, add as many 81/2" x 11" continuation pages as necessary. Show Computations for totals, including all other information needed to derive at the total. *Provide the information required below in the order and format shown.* Transfer totals to Budget Summary.

A. **PERSONNEL:**

Name of Employee	Title	% of Time Devoted to Project	Date Hired	Salary Rate
Xxxxxxxx	xxxxxxxx	xxxxx	xxxx	XXXXX

Example:

Joe Smith	Director	100%	01/01/XX	$40,000 (annual)

Total Salaries & Wages $_____

= Total Personnel $_____0_____

Note: Specify other fringe benefits in detail not as one group. (Health insurance, life insurance, workman's Comp, Unemployment etc.) Justify each category as it relates to project activities in the Project Plan. If the employees are not to be hired specifically for this project, but will be transferred from other duties, explain how the resulting vacancies will be filled.

B. **FRINGE:** Based on gross salary.

	SS & Medicare Match	Retirement Match	Other Fringe Benefits
Example:	7.65%	17.40%	$500 monthly

Total Soc. Sec. Match $_____

\+ Total Retirement Match $_____

\+ Total Other $_____

= Total Fringe $___0_____

C. **EQUIPMENT:** (List each non-expendable item to be purchased as show below).

Item	Quantity	Unit Price	Total Price
Fingerprint Kiosk	1	19,904	19,904
Facial Recognition	1	12,990	12,990
Desk	1	285	285

= Total Equipment $ 33,179.00_____

Total Equipment: $33,179.00

The Jackson Police Department (JPD) requests $33,179.00 to fund the acquisition of a fingerprinting kiosk with AFIS (Automated Fingerprint Identification System) technology, an accompanying support staff desk, and the renewal of the department's Clearview facial recognition software subscription.

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

BUDGET NARRATIVE

DPSP USE ONLY

Grant No.

PART VI: (continue)

These items will strengthen JPD's ability to rapidly and reliably identify individuals connected to gang activity and violent crime, supporting the department's ongoing efforts to disrupt gang networks and reduce gun violence throughout the City of Jackson.

The AFIS fingerprinting kiosk will be procured through a competitive purchasing process. JPD has obtained quotes from multiple qualified vendors and will select the kiosk that best meets the department's operational and technical requirements at the most advantageous cost. Included in this application are the vendor quotes obtained by JPD in support of this procurement.

Clearview is sold directly through Clearview AI. JPD's Intel Division currently uses Clearview as its facial recognition platform in active gang and violent crime investigations. There is no alternate vendor capable of providing a "renewal" of this existing subscription, and transitioning to a different facial recognition platform would require a new procurement, onboarding, and retraining process that would disrupt ongoing investigative use. The total cost of the Clearview renewal is $12,990.00, and JPD is requesting the full amount from DPSP.

The desk is a standard, non-specialized item that will be purchased through routine departmental purchasing procedures to house the AFIS kiosk and support staff.

The requested $33,179.00 represents the funding necessary to acquire this equipment, sustain access to this software, and place these identification capabilities directly within the Jackson Police Department in support of the department's gang and violent crime reduction efforts.

D. **TRAVEL:** (See the Division of Public Safety Planning subcontractor Travel Policy, to determine allowable expenses. Travel expenses incurred by consultants are to be included in the Contractual Services budget category).

Note: Mileage rate cannot exceed state rate. Review state travel guide at www.dfa.state.ms.us)

(Ex. 1200 miles @ $.56 per mile = $600)		Total Mileage	$_____
(Ex. Taxi, shuttle etc.)	+	Total Commercial Carrier	$_____
(Daily rate or use State Travel guidelines)	+	Total Meals	$_____
(Est. Hotel rate and the no. of days)	+	Total Lodging	$_____
	+	Total Other	$_____
	=	Total Travel	$ 0

Explain the need for the travel and identify who will travel as related to project activities in the Project Plan.

E. **OPERATING EXPENSES:**
Show computations here, including all information needed to derive at the totals shown.

General Office Supplies	$_____
+ Total Rental	$_____
+ Total Printing & Reproduction	$_____
+ Total communications (Telephone, postage, etc.)	$_____
+ Total Other	$_____
= Total Operating Expenses	$ 0

Justify and explain the need for the operating cost as it is related to the project activities in the Project Plan.

F. **CONTRACTUAL SERVICES:**

Total Contracts with Individuals	$_____
+ Total Contracts with Organizations	$_____
= Total Contractual Services	$ 0

Justify and explain in relationship to project activities in the Project Plan. This section must contain the selection basis for any contract or prospective contract mentioned.

G. **MISCELLANEOUS:**
Show computations here, including all information used to derive at the total shown.

Total Tuitions or Registration fees	$_____
+ Total Training materials	$_____
+ Total Other	$_____
= Total Miscellaneous	$ 0

Explain the need and identify staff as related to project activities in the Project Plan.
OVERHEAD: Show computations here. These costs cannot exceed 10% of the direct labor cost (including fringe benefits) or 5% of the total project cost unless there is a documented approved rate.)

Total Miscellaneous $ 0

Justify and explain relationship to project activities in the Project Plan, subgrantee administrative services, structure and policy, and specific services provided by the "Overhead" category.

H. **TOTAL PROJECT BUDGET:** $ 33,179.00

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

DPSP Use Only

Grant No.

PART VII: EVALUATION PLAN

The Jackson Police Department (JPD) will evaluate the effectiveness of the project by monitoring the acquisition, implementation, utilization, and investigative impact of the AFIS fingerprinting kiosk and the continued use of Clearview facial recognition software. Evaluation activities will be directly aligned with the objectives and projected impact identified in the project plan and will measure both successful implementation of the equipment/software and improvements in JPD's identification and investigative capabilities.

Successful implementation will initially be measured by the procurement, delivery, installation, and operational acceptance of one (1) AFIS fingerprinting kiosk and support staff desk at JPD headquarters, and by confirmation of an uninterrupted renewal of the department's Clearview subscription. Following installation, JPD will document the utilization of the kiosk by trained identification and booking personnel and monitor the department's transition from manual, time-intensive identification methods to in-house AFIS processing.

JPD will evaluate the operational impact of the AFIS kiosk by tracking the number of fingerprint identifications processed in-house, the average turnaround time for identification, and the types of gang-related and violent crime investigations supported by those identifications. JPD will similarly evaluate the operational impact of Clearview by tracking the number of facial recognition–assisted identifications generated by the Intel Division and the extent to which those identifications support open gang and violent crime investigations. Performance following implementation will be compared, when appropriate, with JPD's existing identification data to assess changes in departmental capacity and the timeliness of suspect identification.

The department will also document progress in reducing reliance on manual, non-integrated identification processes and evaluate the extent to which establishing an in-house AFIS capability, combined with sustained Clearview access, reduces delays in confirming subject identity and gang affiliation. These measures will assist JPD in determining whether the project has improved access to identification and gang intelligence and increased the efficiency of gang and violent crime investigations.

Evaluation data will be reviewed throughout the project period and maintained to support required grant performance reporting. Collectively, these measures will allow JPD to document achievement of the project's objectives and assess the effectiveness of the AFIS kiosk and Clearview subscription in enhancing identification capacity, supporting investigative lead development, and strengthening the department's overall capacity to investigate and disrupt gang-related and violent crime.

INSTRUCTION FOR COMPLETING THE EVALUATION PLAN: PART VII

(DPSP Form VII)

All programs must include an evaluation plan. This is an integral part of the grant and should be directly related to the objectives and project impact section of the grant. The evaluation plan should specify how the objectives will be measured and how accomplishment of activities will be documented and evaluated.

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

NON-SUPPLANT CERTIFICATION

DPSP Use Only

Grant No.

PART VIII:

The City of Jackson (Applicant) hereby assures that the federal funds will not be used to supplant state or local funds and those federal funds will be used to supplement existing funds for program activities and not to replace those funds that have been appropriated for the same purpose.

Signature: _____
(Chief Executive Officer)

Title: Mayor

Date: 10/12/2026

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

DPSP USE ONLY
Grant No.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

PART IX:

A. The _City of Jackson___ (Applicant) hereby certifies that it has formulated an Equal Employment Opportunity Program in accordance with 28 CFR 42, 301, et seq., Subpart E of the Code of Federal Regulations, and that it is on file in the office of:

Name _ Veleanor Ballard _____

Address _**633 North State St. Jackson MS 39202**_____

Title __Equal Employment Opportunity Officers_____

for review or audit by officials of the Division of Public Safety Planning or the Office Programs, U.S. Department of Justice as required by relevant laws or regulations.

B. The _City of Jackson_____ (Applicant) hereby certifies that it is in compliance with the terms and conditions of 28 CFR 42, 301, et seq., and is not required to file an Equal Employment Opportunity Program.

INSTRUCTIONS FOR COMPLETING EEOC CERTIFICATION
(DPSP Form IX)

GENERAL

The purpose of the EEOC Guidelines is set forth in Title 28, Chapter 1, Subpart E of Part 42 of the Code of Federal Regulations. It provides recognition of the fact that full and equal participation of women and minority individuals in employment opportunities is a necessary element of the Office of Justice Programs by requiring that certain recipients of OJP funding make a careful evaluation of their employment practices as these affect minority persons and women and then develop a comprehensive EEO Program.

WHO MUST PREPARE AN EQUAL EMPLOYMENT OPPORTUNITY PROGRAM?

Any criminal justice recipient of funds may be required to formulate, implement and maintain as Equal Employment Opportunity Program as it relates to minority persons and women or women only. A recipient criminal justice agency must develop and implement a program if either of the following sets of criteria are fully met:

I. For minority persons and women.
   a. Has fifty or more employees.
   b. Has received grants or subgrants of $25,000 or more.
   c. Has a service population with a minority representation of less than 3%.

II. For women only.
   a. Has fifty or more employees.
   b. Has received grants or subgrants of $25,000 or more.
   c. Has a service population with a minority representation of less than 3%.

COMMENTS:

1. When determining the number of employees in an agency, all employees are to be counted, including clerical, custodial, etc.
2. The *"recipient" agency is defined in terms of the implementing agency.* For example, if a grant is made through a municipality to the police department for conducting a program or purchasing equipment, the recipient is considered to be the police department.
3. The criterion of $25,000 in grant money is cumulative for the recipient (may be the sum of several small grants) and does not require a single grant of $25,000 or more.
4. For the purpose of these guidelines, the relevant "service population" shall be determined as follows:

   A. For adult and juvenile correctional institutions, facilities and programs (including probation and parole programs), the service population shall be the inmate or client population served by the institution, facility, or program during the preceding fiscal year.
   B. For all other recipient agencies (e.g., police and courts), the service population shall be the state population for state agencies, the county population for county agencies, and the municipal population for municipal agencies.

PROCEDURE FOR COMPLETION OF FORM IX

Complete section on the reverse of this form if the implementing agency meets the criteria set out above and has formulated an Equal Employment Opportunity Program. If the implementing agency meets the criteria and this program has not been formulated, your application may not be accepted. For assistance, contact the DPSP EEOC officer at the central office.

Clearview AI

PRODUCT RENEWAL

MS - Jackson - Police Dept

CUSTOMER INFORMATION

Customer:	MS - Jackson - Police Dept
Customer Address:	219 South President Street, Jackson, Mississippi, 39205
Quote Expires:	12/31/2026

QUOTE CREATED FOR

Full Name:	Eric Fox
Job Title:	Corporal
E-Mail:	efox@city.jackson.ms.us

Full Name:	CharLyshia Bradford
Job Title:	Intelligence Analyst
E-Mail:	cbradford@jacksonms.gov

SUBSCRIPTION TERMS

Product:	Clearview AI SaaS - SL (Tool + Cloud Database Access) - Enterprise 6
Total Contract Term Length:	7.00 months

PAYMENT SCHEDULE	PRICE TO SUBSCRIBER
Pro-Rated Payment, due on the Contract Term Start Date (6/01/2027 - 12/31/2027)	$12990.00
One time Professional Service Fees	$0.00

Please Note: Any purchase is subject to execution of an Order Form incorporating the Clearview AI Terms of Service, User Code of Conduct, and Customer Privacy Policy (**"Terms"**), copies of which are attached to this quote and are available for review within the Clearview AI platform upon login. This quote contains confidential commercial and pricing information, and we request it be treated as exempt from public disclosure under applicable public records laws to the fullest extent permitted.

Table of Contents.pdf *(36 pages appended belo...)*
Download

Solution Description and Pricing

IDEMIA offers the equipment and services described in Table 1.

Note: State of Mississippi Department of Public Safety is encouraging agencies to submit Palmprints for criminal processing.

Tenprint/Palm Capture - Table 1

Tenprint/Palm Capture– Cabinet Fixed Height (FH) **Table 1. Pricing**

	Description	Unit Price
LS-F-63ED-22 LS-CSTX-MS LS-COMX-SMTP-SSL LS-COMX-POP3-SSL LS-UPS LS-IAT-CUSTOM LS-FREIGHT-CAB	**IDEMIA LiveScan System Cabinet FH Tenprint/Palm Capture, including:** • IDEMIA LiveScan System Software • FBI Appendix F Certified Tenprint/Palm 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology • Computer, Monitor, Keyboard • Ruggedized Cabinet – Fixed Height • UPS • Standard Mississippi defined Workflows and profiles • Installation / On-site Training • **Warranty**: 1 Year **On-site *Advantage*** Solution warranty, 9X5, on-site response and parts replacement • Freight	**$33,122**
LS-F-63ED-MAINT-95	***Optional* Annual Maintenance:** *(to start after 1st Year Warranty)* 1 Year On-site ***Advantage*** Solution, 9X5, on-site response and parts replacement	**$5,351**

CHANCE FOR PRICE INCREASE EVERY QUARTER, PLEASE ACCOUNT FOR SAID CHANGE ON ANY BUDGET OR GRANT REQUEST.

Current shipping of LiveScan Systems is 60+ days after receipt by IDEMIA of Jackson Police Department completed pre-install documentation, or as otherwise scheduled.

Optional Annual Maintenance Support will start immediately following the 1st Year Warranty. Annual Maintenance prices shown above are for Year 2 only. Annual maintenance pricing is subject to increase beginning in Year 3. Please contact the IDEMIA Maintenance Agreement team for pricing details: contractmaintenance@ps-idemia.com

Options and Pricing

IDEMIA equipment options and pricing described in Table 2. **Options Pricing**

	Description	Unit Price
LS-PRNT-M	Printer Black & White Tenprint Card, Duplexer, 1 **Tray**	**$1,409**
LS-PRNT-M-MAINT-95	*Annual Maintenance 9x5*	**$290**
LS-PRNT-M-2	Printer Black & White Tenprint Card, Duplexer, 2 **Trays**	**$1,699**
LS-PRNT-M2-MAINT-95 *LS-PRNT-M-TRAY-MAINT-95*	*Annual Maintenance 9x5*	**$425**
LS-F-MUG	Digital Photo Capture for Fixed Height Cabinet to include: Digital Camera, Digital Photo Capture Software, Cabinet mounting hardware	**$1,900**
LS-X-MUG-MAINT-95	*Annual Maintenance 9x5*	**$475**

IDEMIA LiveScan System – Details **Table 10. Details**

Item	Description
Mississippi Touch Print Enterprise (TPE) Customization	• TOTS: ARR, APP, LOCAPP, DOC • Cards: FD884, MS Applicant, MS Arrest, MS Criminal Inquiry, MS DOC, Photo • Transmits: NIST via SMTPS • Return msg: Yes
LS-COMX-SMTP-SSL	• Fingerprint Record Transmission via SMTP over SSL

Item	Description
	♦ Provides secure email communications using SSL (Secure Sockets Layer) /TLS (Transport Layer Security) 1.2, 1.3
LS-COMX-POP3-SSL	♦ POP3 Client Messaging over SSL ♦ Provides POP3 Client interface to Jackson Police Department-supplied POP3 Mail Server for mail message retrieval using SSL(Secure Sockets Layer) ♦ Also represents "TLS" (Transport Layer Security) solution using TLS 1.0 - 1.3.

Customer Responsibilities

Jackson Police Department is responsible for the following:

- Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- Obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies. This includes verifying all network connections and/or devices are in place and connected to the desired remote destination prior to shipment and scheduling installation of the LiveScan System.
- Providing the necessary local area and wide area networking (LAN and WAN) including service and backend connectivity as well as any required VPN authorizations
- Installing, testing, and/or troubleshooting any network communication connections, lines, and/or Jackson Police Department network devices.
- Obtaining all required authorizations for connectivity.
- Completion and return of the IDEMIA pre-install documentation to IDEMIA Program Team.
- Printer supplies such as ink and toner cartridges (consumables) are Jackson Police Department responsibility. IDEMIA does not offer or resell these items.

Assumptions

In developing this price quote, IDEMIA has made the following assumptions:

- The proposed IDEMIA LiveScan System shall conform to the existing IDEMIA LiveScan configuration. Any additional functional requirements may be treated as change orders.
- An inter-agency agreement between Jackson Police Department and applicable receiving agencies will be in place.
- Jackson Police Department will provide all necessary communication for connectivity. This includes, but is not limited to hubs, routers, modems, etc.
- LiveScan System shipment and on-site Installation Services will be scheduled *after network connectivity* has been established and verified *and* IDEMIA's Program team has received the completed pre-install documentation from Jackson Police Department.
- Additional engineering, service, or installation efforts by IDEMIA beyond the scope of the standard product—including, without limitation, additional site visits or multiple installation trips required due to required network connections or devices not being in place at the time of installation—will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Jackson Police Department database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer." The customer acknowledges and agrees that the issuance of a purchase order constitutes acceptance of all terms and conditions listed herein.

Outlook

FY23 Project Safe Neighborhoods (South) Grant Solicitation and Application

From Miah A. Davis <miah.davis@dps.ms.gov>
Date Mon 10/5/2026 9:33 AM
To OJP <OJP@dps.ms.gov>

3 attachments (578 KB)
2023 PSN Application Checklist.pdf; FY23 PSN Application Packet.docx; 2023 RFP for PSN Southern.pdf;

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Prospective Applicant:

The Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Justice Programs is pleased to announce the availability of funding under the Project Safe Neighborhoods (PSN) Grant Funding, FY23.

This grant funding is intended to support eligible programs, projects, and activities that advance the goals and objectives of Project Safe Neighborhoods, including efforts to reduce violent crime, address gun and gang-related crime, strengthen partnerships among law enforcement and community stakeholders, and enhance public safety. Eligible applicants are encouraged to carefully review the Request for Proposals (RFP) for complete information regarding eligibility requirements, allowable activities and costs, application requirements, evaluation criteria, and other applicable grant conditions.

IMPORTANT: Applicants must read the RFP in its entirety before beginning or completing the application. Failure to follow the requirements and instructions outlined in the RFP may result in an application being deemed incomplete or ineligible for consideration.

Application Deadline: October 30, 2026, at 4:00 p.m.

NO EXCEPTIONS will be made to the application deadline. Applications received after 4:00 p.m. on October 30, 2026, will not be considered. Completed applications must be submitted by email to: ojp@dps.ms.gov

Applicants are strongly encouraged to begin the application process well in advance of the deadline to allow sufficient time to review all requirements, obtain necessary documentation and approvals, and submit a complete application.

Thank you for your interest in the Project Safe Neighborhoods (PSN), FY23 grant program. We look forward to receiving your completed application.

Miah Davis
Program Specialist - JAG Drug Court, PSN
Public Safety Planning
Mississippi Department of Public Safety

miah.davis@dps.ms.gov +1601.987.9525

Save contact

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

33

ORDER AUTHORIZING THE JACKSON POLICE DEPARTMENT TO PARTICIPATE IN LAW ENFORCEMENT COORDINATION WITH MERIT HEALTH CENTRAL REGARDING ITS RADIOACTIVE MATERIALS SECURITY PLAN

WHEREAS, the City of Jackson seeks to participate, through the Jackson Police Department (JPD) and in coordination with Merit Health Central (MHC), in an initiative to further public safety and emergency preparedness, subject to applicable federal, state, and local law and the policies and procedures of the City of Jackson and JPD. MHC has identified the JPD as the local law enforcement agency with which MHC seeks to coordinate for purposes of its Radioactive Materials Security Plan; and,

WHEREAS, federal regulation 10 CFR § 37.45 requires licensed medical entities to establish official coordination with their respective Local Law Enforcement Agency (LLEA) to provide a timely, armed response plan in the event of an unauthorized security breach or threat at any health facility; and

WHEREAS, the State of Mississippi has served as an official Agreement State with the United States Nuclear Regulatory Commission (NRC) since July 01, 1962, assuming sovereign authority over the licensing, regulation, and inspection of certain radioactive materials within state boundaries; and,

WHEREAS, medical facilities utilizing high-risk, Category 1 and Category 2 radioactive materials for specialized patient care—including Merit Health operations within the City of Jackson—are strictly regulated under federal security code 10 CFR Part 37, which mandates the physical protection of such materials; and,

WHEREAS, pursuant to the Mississippi Radiation Protection Law of 1976 (Miss. Code § 45-14-1 et seq.), the Mississippi State Department of Health (MSDH) Division of Radiological Health serves as the primary enforcement body ensuring medical and industrial facilities maintain public safety compliance; and,

WHEREAS, the contemplated coordination includes communication and planning between MHC and JPD concerning appropriate law-enforcement response to security-related incidents involving radioactive materials at MHC, together with periodic coordination as required by applicable law; and,

WHEREAS, the JPD will serve as the primary public safety responder for the City of Jackson and possesses the tactical capacity required to support municipal healthcare infrastructure during critical incidents; and,

WHEREAS, establishing this emergency protocol involves the confidential exchange of tactical facility floor plans and security system frameworks, categorizing the coordination documents as Sensitive Security Information protected from public disclosure to safeguard public health and safety; and

WHEREAS, MHC has identified the JPD as the local law enforcement agency with which MHC seeks to coordinate for purposes of its Radioactive Materials Security Plan; and,

Agenda Item # 33
October 29, 2026
(Brackney, Horhn)

WHEREAS, MHC maintains certain radioactive materials subject to federal and state security requirements and has developed a Radioactive Materials Security Plan governing the security of such materials and coordination with appropriate law enforcement authorities; and,

WHEREAS, federal regulations applicable to the physical protection of Category 1 and Category 2 quantities of radioactive material require covered licensees to coordinate with the applicable local law enforcement agency regarding response to an actual or attempted theft, sabotage, or diversion of radioactive material; and,

WHEREAS, the contemplated coordination includes communication and planning between MHC and JPD concerning appropriate law-enforcement response to security-related incidents involving radioactive materials at MHC, together with periodic coordination as required by law; and,

WHEREAS, certain information associated with radioactive-material security plans, procedures, vulnerabilities, access controls, response procedures, and related security measures may constitute security-related or otherwise protected information and shall be maintained, disclosed, and handled only as permitted or required by applicable law; and,

IT IS, THEREFORE, ORDERED that the Mayor or the Chief of Police is authorized to execute such acknowledgments, coordination documents, or other instruments as may be reasonably necessary to evidence the Jackson Police Department's participation in the coordination contemplated by the attached Security Plan, and that the Jackson Police Department is authorized to coordinate with Merit Health Central regarding the protection of radioactive materials at its facility, including appropriate law-enforcement response to actual or attempted theft, sabotage, diversion, unauthorized access, or other security-related incidents involving such materials; provided, however, that no such document shall impose any financial obligation upon the City or materially expand the City's obligations beyond those authorized by this Order without further approval of the City Council.

IT IS FURTHER ORDERED that nothing in this Order shall be construed as requiring the public disclosure of security-related information protected from disclosure under applicable federal or state law, and any security-sensitive information provided to or maintained by the City in connection with this coordination shall be handled in accordance with applicable law.

IT IS FURTHER ORDERED that this Order shall be effective immediately upon its passage.

Agenda Item: _____
Date:
By: Brackney, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE:

POINTS		COMMENTS
1.	**Brief Description/Purpose**	Federal regulations require covered medical facilities that possess certain quantities of radioactive materials to coordinate with local law enforcement concerning responses to potential theft, sabotage, diversion, or other security threats. MHC has identified JPD as the appropriate local law enforcement agency for coordination under its Radioactive Materials Security Plan.
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**	8. Quality of Life
3.	**Who will be affected**	City of Jackson
4.	**Benefits**	MOU allows The City of Jackson to execute the necessary coordination documents and permit JPD to participate in appropriate emergency response planning with MHC, consistent with applicable laws and City policies.
5.	**Schedule (beginning date)**	Upon Approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	
8.	**COST**	N/A
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐ ☐	N/A
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A AABE _____ % WAIVER yes ___ no ___ N/A WBE _____ % WAIVER yes ___ no ___ N/A HBE _____ % WAIVER yes ___ no ___ N/A NABE _____ % WAIVER yes ___ no ___ N/A

Office of the City Attorney

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

9/28/20 THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE JACKSON POLICE DEPARTMENT TO PARTICIPATE IN LAW ENFORCEMENT COORDINATION WITH MERIT HEALTH CENTRAL REGARDING ITS RADIOACTIVE MATERIALS SECURITY PLAN** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
Sondra Moncure, *Special Assistant*

9/28/20
Date

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

MEMORANDUM COP# 76-2026

To: John Horhn, Mayor

From: RaShall Brackney, Ph.D.
Chief of Police

10.9.26

Date: October 9, 2026

Re: Authorization for Jackson Police Department Coordination with Merit Health Central Regarding Radioactive Materials Security

The purpose of this memorandum is to request your consideration and approval of an order authorizing the Jackson Police Department (JPD) to coordinate with Merit Health Central (MHC) regarding the security of regulated radioactive materials and appropriate law-enforcement responses to related security incidents.

Federal regulations require covered medical facilities that possess certain quantities of radioactive materials to coordinate with local law enforcement concerning responses to potential theft, sabotage, diversion, or other security threats. MHC has identified JPD as the appropriate local law enforcement agency for coordination under its Radioactive Materials Security Plan.

The proposed order would authorize you or the Chief of Police to execute the necessary coordination documents and permit JPD to participate in appropriate emergency response planning with MHC, consistent with applicable laws and City policies. Any security-sensitive information exchanged would be handled in accordance with applicable confidentiality and public-disclosure requirements.

The order also ensures that this coordination does not impose financial obligations on the City or materially expand the City's responsibilities without further approval from the City Council.

Your consideration and approval of this proposed order will support public safety, emergency preparedness, and the protection of critical healthcare infrastructure within the City of Jackson.

RaShall Brackney, Ph.D.
Chief of Police

CC: file

U. S. ATOMIC ENERGY COMMISSION
Published in 27 Federal Register 107, June 2, 1962

NOTICE OF AGREEMENT WITH THE STATE OF MISSISSIPPI

Notice is hereby given that Commissioner John S. Graham, on behalf of the Atomic Energy Commission, and the Honorable Ross Barnett, Governor of the State of Mississippi, have signed the attached Agreement for discontinuance of certain Commission regulatory authority. The Agreement is published in accordance with the requirements of Public Law 86-373 (section 274 of the Atomic Energy Act of 1954, as amended). The exemptions from the licensing requirements of Chapters 6, 7, and 8 of the Atomic Energy Act are contained in Part 150 of the Commission's regulations (10 CFR Part 150), which was published in the February 14, 1962, issue of the Federal Register (27 F.R. 1351),

Dated at Washington. D.C., this 28th day of May 1962.

For the Atomic Energy Commission,
Woodford B. McCool, Secretary.

Agreement Between The Atomic Energy Commission And The State of Mississippi For Discontinuance of Certain Commission Regulatory Authority And Responsibility Within The State Pursuant to Section 274 of the Atomic Energy Act of 1954, as Amended

WHEREAS, The United States Atomic Energy Commission (hereinafter referred to as the Commission) is authorized under Section 274 of the Atomic Energy Act of 1954, as amended, (hereinafter referred to as the Act) to enter into agreements with the Governor of any State providing for discontinuance of the regulatory authority of the Commission within the State under Chapters 6, 7, and 8, and Section 161 of the Act with respect to byproduct materials, source materials, and special nuclear materials in quantities not sufficient to form a critical mass; and

WHEREAS, The Governor of the State of Mississippi is authorized to enter into this Agreement with the Commission; and

WHEREAS, The Governor of the State of Mississippi certified on January 29, 1962, that the State of Mississippi (hereinafter referred to as the State) has a program for the control of radiation hazards adequate to protect the public health and safety with respect to the materials within the State covered by this Agreement, and that the State desires to assume regulatory responsibility for such materials; and

WHEREAS, The Commission found that the program of the State for the regulation of the materials covered by this Agreement is compatible with the Commission's program for the regulation of such materials and is adequate to protect the public health and safety; and

WHEREAS, The State recognize the desirability and importance of maintaining continuing compatibility between its program and the program of the Commission for the control of radiation hazards in the interest of public health and safety; and

WHEREAS, The Commission and the State recognize the desirability of reciprocal recognition of licenses and exemption from licensing of those materials subject to this Agreement; and

WHEREAS, this Agreement is entered into pursuant to the provisions of the Atomic Energy Act of 1954, as amended;

NOW, THEREFORE, It is hereby agreed between the Commission and Governor of the State, acting in behalf of the State, as follows:

ARTICLE I

Subject to the exceptions provided in Articles II, III, and IV, the Commission shall discontinue, as of the effective date of this Agreement, the regulatory authority of the Commission in the State under Chapters 6, 7, and 8, and Section 161 of the Act with respect to the following materials:

A. Byproduct materials;

B. Source materials; and

C. Special nuclear materials in quantities not sufficient to form a critical mass.

ARTICLE II

This Agreement does not provide for discontinuance of any authority and the Commission shall retain authority and responsibility with respect to regulation of:

A. The construction and operation of any production or utilization facility;

B. The export from or import into the United States of byproduct, source, or special nuclear material, or of any production or utilization facility;

C. The disposal into the ocean or sea of byproduct, source, or special nuclear waste materials as defined in regulations or orders of the Commission;

D. The disposal of such other byproduct, source, or special nuclear material as the Commission from time to time determines by regulation or order should, because of the hazards or potential hazards thereof, not be so disposed of without a license from the Commission.

ARTICLE III

Notwithstanding this Agreement, the Commission may from time to time by rule, regulation, or order, require that the manufacturer, processor, or producer of any equipment, device, commodity, or other product containing source, byproduct, or special nuclear material shall not transfer possession or control of such product except pursuant to a license or an exemption from licensing issued by the Commission.

ARTICLE IV

This Agreement shall not affect the authority of the Commission under Subsection 161 b. or i. of the Act to issue rules, regulations, or orders to protect the common defense and security, to protect restricted data or to guard against the loss or diversion of special nuclear material.

ARTICLE V

The State will use its best efforts to maintain continuing compatibility between its program and the program of the Commission for the regulation of like

materials. To this end the State will use its best efforts to keep the Commission informed of proposed changes in its rules and regulations, and licensing, inspection, and enforcement policies and criteria, and of proposed requirements for the design and distribution of products containing source, byproduct, or special nuclear material, and to obtain the comments and assistance of the Commission thereon.

ARTICLE VI

The Commission will use its best efforts to keep the State informed of proposed changes in its rules and regulations, and licensing, inspection, and enforcement policies and criteria and to obtain the comments and assistance of be State thereon.

ARTICLE VII

The Commission and the State agree that it is desirable to provide for reciprocal recognition of licenses for the materials listed in Article I licensed by the other party or by any agreement State. Accordingly, the Commission and the State agree to use their best effort to develop appropriate rules, regulations, and procedures by which such reciprocity will be accorded.

ARTICLE VIII

The Commission, upon its own initiative after reasonable notice and opportunity for hearing to the State, or upon request of the Governor of the State,

may terminate or suspend this Agreement and reassert the licensing and regulatory authority vested in it under the Act if the Commission finds that such termination or suspension is required to protect the public health and safety.

ARTICLE IX

This Agreement shall become effective on July 1, 1962, and shall remain in effect unless, and until such time as it is terminated pursuant to Article VIII.

Done at Jackson, State of Mississippi, in triplicate, this 18th day of May, 1962.

For the United States Atomic Energy Commission

John S. Graham, Commissioner,

For the State of Mississippi.

Ross R Barnett, Governor.

Code of Federal Regulations
Title 10. Energy
Chapter I. Nuclear Regulatory Commission (Refs & Annos)
Part 37. Physical Protection of Category 1 and Category 2 Quantities of Radioactive Material (Refs & Annos)
Subpart C. Physical Protection Requirements During Use

10 C.F.R. § 37.45

§ 37.45 LLEA coordination.

Effective: July 30, 2018
Currentness

(a) A licensee subject to this subpart shall coordinate, to the extent practicable, with an LLEA for responding to threats to the licensee's facility, including any necessary armed response. The information provided to the LLEA must include:

(1) A description of the facilities and the category 1 and category 2 quantities of radioactive materials along with a description of the licensee's security measures that have been implemented to comply with this subpart; and

(2) A notification that the licensee will request a timely armed response by the LLEA to any actual or attempted theft, sabotage, or diversion of category 1 or category 2 quantities of material.

(b) The licensee shall notify the appropriate NRC regional office listed in § 30.6(b)(2) of this chapter within 3 business days if:

(1) The LLEA has not responded to the request for coordination within 60 days of the coordination request; or

(2) The LLEA notifies the licensee that the LLEA does not plan to participate in coordination activities.

(c) The licensee shall document its efforts to coordinate with the LLEA. The documentation must be kept for 3 years.

(d) The licensee shall coordinate with the LLEA at least every 12 months, or when changes to the facility design or operation adversely affect the potential vulnerability of the licensee's material to theft, sabotage, or diversion.

Credits
[83 FR 30288, June 28, 2018]

SOURCE: 78 FR 17007, March 19, 2013; 79 FR 75739, Dec. 19, 2014; 80 FR 54234, Sept. 9, 2015; 80 FR 74979, Dec. 1, 2015, unless otherwise noted.

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AUTHORITY: Atomic Energy Act of 1954, secs. 11, 53, 81, 103, 104, 147, 148, 149, 161, 182, 183, 223, 234, 274 (42 U.S.C. 2014, 2073, 2111, 2133, 2134, 2167, 2168, 2169, 2201, 2232, 2233, 2273, 2282, 2021); Energy Reorganization Act of 1974, secs. 201, 202 (42 U.S.C. 5841, 5842); 44 U.S.C. 3504 note.

Current through September 17, 2026, 91 FR 59000. Some sections may be more current. See credits for details.

End of Document

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Name History

Name	Name Type
Jackson HMA, LLC	Legal
Merit Health Central	Previous Fictitious Name

Business Information

Business Type:	Limited Liability Company
Business ID:	938738
Status:	Good Standing
Effective Date:	09/25/2008
State of Incorporation:	Mississippi
Principal Office Address:	

Registered Agent

Name
CORPORATION SERVICE COMPANY
109 Executive Drive, Suite 3
Madison, MS 39110

Officers & Directors

Name	Title
Martin G Schweinhart 4000 MERIDAIN BOULEVARD FRANKLIN, TN 37067	Organizer
WANG MIAOHONG 4000 Meridian Blvd Franklin, TN 37067	Manager, Member

34

B.M. 10/14/26

ORDER AUTHORIZING THE MAYOR TO PURCHASE, UNDER MASTER AGREEMENT, STATE CONTRACT NO. 8200060945, WITH ROSENBAUER SOUTH DAKOTA, LLC, TRUCKS, INC., FIRE TRUCKS AND FIRE APPARATUS FOR THE JACKSON FIRE DEPARTMENT, INCLUDING FIVE ROSENBAUER BOSS 1 PUMPERS FIRE APPARATUS AND TWO ROSENBAUER KING COBRA TRUCKS, IN AN AMOUNT NOT TO EXCEED $9,612,416.00.

WHEREAS, the Jackson Fire Department recommends authorizing the Mayor to execute documents to purchase fire trucks and apparatus under Master Agreement 8200060945 between the State of Mississippi, acting as lead for the NASPO ValuePoint Cooperative Purchasing Organization, and the Mississippi Department of Finance and Administration; and

WHEREAS, the Fire Department recommends that the City of Jackson take advantage of this arrangement, in which the Department of Finance and Administration has negotiated a 15% discount off retail price for fire truck equipment. A copy of the discount sheet is attached as Attachment A and is incorporated in the minutes by reference; and

WHEREAS, the Fire Department seeks to take advantage of this price reduction and recommends that the City of Jackson purchase five (5) Rosenbauer BOSS 1 pumpers from Rosenbauer Minnesota, LLC, at $1,079,100.00 per unit, for a total cost of $5,395,500.00, and two (2) Rosenbauer King Cobra platforms at $2,108,458.00 per unit, for a total cost of $4,216,916.00. The total cost for all seven units is $9,612,416.00; and

WHEREAS, Rosenbauer Minnesota, LLC, located at 5180 260th Street, Wyoming, MN 55092, represents that one Rosenbauer BOSS 1 Pumper will be scheduled for completion in June 2027, and the remaining four units are expected to be completed by September 30, 2027; and

WHEREAS, furthermore, one of the Rosenbauer King Cobra Platforms is estimated to be completed in February 2028, and the remaining unit is estimated to be completed by October 2028; and

WHEREAS, the Jackson Fire Department recommends authorizing the Mayor to execute the purchase order (attached as Attachment B and incorporated by reference in the minutes), change order policy, cancellation policy, and supporting documents for this purchase; and

WHEREAS, Rosenbauer Minnesotta, LLC's change order policy increases the cost of customer-requested changes or changes which are a result of delayed delivers, confused paperwork, poor production flow and increased potential of trucks being built to incorrect specifications based on when the change is made during production; and

WHEREAS, the governing authority acknowledges the Change Order Policy, which is attached hereto as Attachment C and incorporated in the minutes by reference; and

WHEREAS, increased changes made within the initial change window (0–60 days for chassis and aerials; 0–60 days for the body) are priced at standard rates. Changes made during Window 2 incur a 25% markup, while changes during Window 3 incur a 50% markup and a 50% restocking fee on deleted items; major component changes are prohibited during this window; and

Agenda Item # 34
October 20, 2026
(Thomas. Horhn)

WHEREAS, during Window 4, changes are discouraged and priced on a time-and-materials basis. The applicable change windows vary by vehicle component, and changes may be denied or delay delivery due to engineering or production constraints. Factory-driven changes are exempt from markups and penalties; and

WHEREAS, all price increases mandated by the Change Order Policy will be submitted to the Council for approval before the Fire Department makes any such additional payment; and

WHEREAS, the City of Jackson may purchase the aforementioned fire trucks and apparatus under Miss. Code Ann. § 31-7-13(m)(i) (1972), as amended, which exempts purchasing agreements, contracts, and maximum-price regulations executed or approved by the Department of Finance and Administration from bid requirements; and

WHEREAS, a copy of Master Agreement No. 8200060945 is attached as Attachment D and incorporated into these minutes by reference. The Department of Finance and Administration's negotiated terms and conditions shall govern the purchase and furnishing of equipment under this Order.

IT IS HEREBY ORDERED that the Mayor is authorized to execute the necessary documents, including the purchase order and related paperwork, with Rosenbauer Minnesota, LLC, for five (5) Rosenbauer Boss 1 Pumpers and two (2) Rosenbauer King Cobra Platforms in an amount not to exceed $9,612,416.

IT IS FURTHER ORDERED payment for the fire trucks and apparatus referenced in this order, as authorized for the Fire Department, shall be made from Fund 10.

APPENDIX D AWARD & DISCOUNT SHEET

Rosenbauer South Dakota, LLC. has been awarded a Master Agreement for the following categories of Fire Trucks with a discount of 15% off retail price. This discount also applies to all options available for each category of Fire Truck.

ATTACHMENT A

Pumper — **15%**

- Custom Pumper----------
- Commercial Pumper----------
- Rescue Pumper----------
- Mini-Pumper----------
- Brush Truck----------

Tanker — **15%**

- Tanker----------

Rescue — **15%**

- Custom Non Walk-in----------
- Commercial Non Walk-in----------

Wildland — **15%**

- Type 3----------
- Type 6----------

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 PURCHASE, UNDER MASTER AGREEMENT, STATE CONTRACT NO. 8200060945, WITH ROSENBAUER SOUTH DAKOTA, LLC, TRUCKS, INC., FIRE TRUCKS AND FIRE APPARATUS FOR THE JACKSON FIRE DEPARTMENT, INCLUDING FIVE ROSENBAUER BOSS 1 PUMPERS FIRE APPARATUS AND TWO ROSENBAUER KING COBRA TRUCKS, IN AN AMOUNT NOT TO EXCEED $9,612,416.00** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*

10/14/20

Date

Solicitation 3120002260

Rosenbauer 2023 Pricing

Aerials	List Price	15% discount	NASPO Price
Ladder 0-94'	$ 1,304,131	$ 195,620	**$ 1,108,511**
Ladder 95'+	$ 1,478,150	$ 221,723	**$ 1,256,428**
Platform 0-85'	$ 1,707,643	$ 256,146	**$ 1,451,497**
Platform 86'+	$ 1,957,399	$ 293,610	**$ 1,663,789**
Tiller	$ 1,589,830	$ 238,475	**$ 1,351,356**
Pumper			
Custom Pumper	$ 628,818	$ 94,323	**$ 534,495**
Commercial Pumper	$ 369,249	$ 55,387	**$ 313,862**
Rescue Pumper	$ 736,956	$ 110,543	**$ 626,413**
Mini-Pumper	$ 491,501	$ 73,725	**$ 417,776**
Brush Truck	$ 334,085	$ 50,113	**$ 283,972**
Tanker			
Tanker	$ 325,616	$ 48,842	**$ 276,774**
Rescue			
Custom Walk-In	$ 998,481	$ 149,772	**$ 848,709**
Custom Non Walk-In	$ 859,136	$ 128,870	**$ 730,266**
Commercial Walk-In	$ 594,174	$ 89,126	**$ 505,048**
Commecial Non Walk-In	$ 528,321	$ 79,248	**$ 449,073**
Wiland			
Type 3	$ 550,681	$ 82,602	**$ 468,079**
Type 6	$ 511,245	$ 76,687	**$ 434,558**
ARFF			
Class 3	$ 741,086	$ 111,163	**$ 629,923**
4x4	$ 1,396,068	$ 209,410	**$ 1,186,658**
6x6	$ 1,481,046	$ 222,157	**$ 1,258,889**

ATTACHMENT B

NASPO ValuePoint

PURCHASE ORDER

Purchaser		SUPPLIER	
Purchaser:	Jackson, MS Fire Department	Contract #	NASPO Contract #: 8200060945
Address 1:	555 South West Street	Supplier:	Rosenbauer Minnesota, LLC
Address 2:		Address 1:	5180 260th Street
City, State, Zip:	Jackson, MS 39201	Address 2:	PO Box 549
		City, State, Zip:	Wyoming, MN 55092

Purchase Order Number:	pumper/King Cobra	Delivery in Calendar Days, after receipt and acceptance of Order:	See Below
Date:	9/17/2026		

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Quantity	Description	Price	Price Extended
5	Rosenbauer BOSS 1 Pumpers #16245-16249 per attached specifications.	$1,079,100.00	$5,395,500.00
2	Rosenbauer King Cobra Platforms #76073-76074 per attached specifications.	$2,108,458.00	$4,216,916.00

Unit #16245 is scheduled for completion in June 2027 The remaining four units are expected to be completed by September 30, 2027

76073 Estimated completion at RMN Feb 2028. 76074 Estimated completion Oct 2028.

TOTAL		$9,612,416.00

NOTES	

rosenbauer

APPENDIX C
CHANGE ORDER POLICY

This change order policy is intended to reflect the increased cost of changes which result in delayed deliveries, confused paperwork, poor production flow and increased potential of trucks being built to incorrect specifications. With your cooperation, changes can be kept to a minimum which means we will be able to reduce lead times, increase production and maintain costs which will benefit all of us.

Our objective is accurate, high quality and on-time deliveries exceeding our customer expectations.

Changes any time after the order is received may delay the quoted delivery date. Significate design or component changes will have the largest impact on the schedule and quoted delivery date. Changes that occur later in the process will also have the largest impact on the schedule and quoted delivery date.

All time fences are reference to contract execution date if not otherwise stated.

Change Window #1
All changes will be priced at standard pricing and specials will be priced through our normal process. Significant changes made to the vehicle during this time period may result in a delivery extension.

RBM Chassis	0-60 days
RBA Aerial	0-60 days
Rosenbauer Body	0-60 days

Change Window #2
All changes are subject to a 25% mark-up. All changes are subject to factory review and may be denied due to engineering or lead time issues.

RBM Chassis	61-75 days
RBA Aerial	61-75 days
Rosenbauer Body	61-120 days

Change Window #3
All changes are subject to a 50% mark-up, and 50% restocking fee on deleted items. All changes are subject to factory review and may be denied due to engineering or lead time issues. No major components can be changed at this time; major components are considered engine, transmission, axles, suspension, cab, frame (wheelbase), seats, water pump and water tank.

RBM Chassis	76-120 days
RBA Aerial	76-120 days
Rosenbauer Body	121-180 days

Change Window #4
Changes are not recommended at this time. Any changes requested will be priced on a time and material basis. Any changes requested, and that are quoted to the customer, must be approved by the customer within three days or they will not be valid.

RBM Chassis	After 120 days
RBA Aerial	After 120 days
Rosenbauer Body	After 180 days

**Note: Any late change orders that are factory driven will be done at cost and no additional mark up or penalties will apply.*

INFLATIONARY NOTICE
Due to unprecedented volatility with inflationary pressures in our economy and existing market demand creating substantial production backlogs, Rosenbauer America reserves the right to potentially request price escalation under this contract. To be fair and reasonable, any potential price escalation request will be presented and supported with specific evidence of supply chain cost increases from material or component providers. Upon request, this may include copies of invoices from relevant suppliers to substantiate accordingly. Any request will be done in a timely manner for careful review and consideration.

BUYER INITIALS: _____

APPENDIX D
CANCELLATION POLICY

This cancellation policy is intended to outline the costs associated with canceling a contract after the vehicle has been ordered.

Cancellation Window #1

All requests for cancellation from order entry until the preconstruction meeting is held will incur a $5,000 cancellation fee.

Cancellation Window #2

All requests for cancellation after the pre construction until the specifications have been released to engineering will incur a $10,000 cancellation fee.

Cancellation Window #3

All requests for cancellation after the specifications have been released until the truck starts in production will incur a $15,000 cancellation fee in addition to evaluation of materials that have been ordered

Cancellation Window #4

All requests for cancellation while the truck is in production will be subject to review and charged based material and production time.

BUYER INITIALS: _____

ATTACHMENT C



APPENDIX C
CHANGE ORDER POLICY

This change order policy is intended to reflect the increased cost of changes which result in delayed deliveries, confused paperwork, poor production flow and increased potential of trucks being built to incorrect specifications. With your cooperation, changes can be kept to a minimum which means we will be able to reduce lead times, increase production and maintain costs which will benefit all of us.

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All time fences are reference to contract execution date if not otherwise stated.

Change Window #1
All changes will be priced at standard pricing and specials will be priced through our normal process. Significant changes made to the vehicle during this time period may result in a delivery extension.

RBM Chassis	0-60 days
RBA Aerial	0-60 days
Rosenbauer Body	0-60 days

Change Window #2
All changes are subject to a 25% mark-up. All changes are subject to factory review and may be denied due to engineering or lead time issues.

RBM Chassis	61-75 days
RBA Aerial	61-75 days
Rosenbauer Body	61-120 days

Change Window #3
All changes are subject to a 50% mark-up, and 50% restocking fee on deleted items. All changes are subject to factory review and may be denied due to engineering or lead time issues. No major components can be changed at this time; major components are considered engine, transmission, axles, suspension, cab, frame (wheelbase), seats, water pump and water tank.

RBM Chassis	76-120 days
RBA Aerial	76-120 days
Rosenbauer Body	121-180 days

Change Window #4
Changes are not recommended at this time. Any changes requested will be priced on a time and material basis. Any changes requested, and that are quoted to the customer, must be approved by the customer within three days or they will not be valid.

RBM Chassis	After 120 days
RBA Aerial	After 120 days
Rosenbauer Body	After 180 days

Note: Any late change orders that are factory driven will be done at cost and no additional mark up or penalties will apply.

INFLATIONARY NOTICE
Due to unprecedented volatility with inflationary pressures in our economy and existing market demand creating substantial production backlogs, Rosenbauer America reserves the right to potentially request price escalation under this contract. To be fair and reasonable, any potential price escalation request will be presented and supported with specific evidence of supply chain cost increases from material or component providers. Upon request, this may include copies of invoices from relevant suppliers to substantiate accordingly. Any request will be done in a timely manner for careful review and consideration.

BUYER INITIALS: _____

ATTACHMENT D

State of Mississippi
Department of Finance and Administration
Office of Purchasing, Travel & Fleet Management

Master Agreement #8200060945 with Rosenbauer South Dakota, LLC. Trucks, Inc. for Fire Trucks and Fire Apparatus

The State of Mississippi on behalf of the NASPO ValuePoint Cooperative Purchasing Organization

Under the Authority of
State of Mississippi, Section 31-7-1, et seq., Mississippi Code of 1972, Annotated

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1.0 OVERVIEW

1.1 MASTER AGREEMENT SCOPE

The purpose of this Master Agreement is the purchase of vendor-provided equipment and services for Fire Trucks and Fire Apparatus. Contracts may be established with one or more vendors for each of these services and may be modified as necessary to add new technology or enhancements to existing equipment/service available from the Contractor.

1.2 MASTER AGREEMENT SCOPE AND MODIFICATIONS

The State of Mississippi (SOM) reserves the right to modify this Master Agreement by mutual agreement between the SOM and the Contractor, so long as such modification is substantially within the scope of the original Master Agreement. Such modifications will be evidenced by issuance of a written authorized amendment by the Master Agreement Administrator.

1.3 RECITALS

The State of Mississippi (acting as the Lead State for the NASPO ValuePoint Cooperative Purchasing Organization), acting by and through the Mississippi Department of Finance and Administration, issued a Request for Proposals (RFP) for the purpose of purchasing equipment and services for Fire Trucks and Fire Apparatus in accordance with its authority under 31-7-1, et seq., of Mississippi Code of 1972, as amended.

Rosenbauer South Dakota, LLC. submitted a timely Response to the SOM's Solicitation (incorporated by reference).

The SOM evaluated all properly submitted Responses to the above-referenced RFP and has identified Rosenbauer South Dakota, LLC. Inc. as one of the apparently successful Contractors.

The SOM has determined that entering into a Master Agreement with Rosenbauer South Dakota, LLC for the attached categories of Fire Trucks and Fire Apparatus will meet the needs, and be in the best interest of SOM and NASPO ValuePoint.

NOW THEREFORE, SOM awards to Rosenbauer South Dakota, LLC. this Master Agreement, the terms and conditions of which shall govern Contractor's furnishing to Purchasing Entities the equipment and services identified herein. This Master Agreement is not for personal use.

IN CONSIDERATION of the mutual promises as hereinafter set forth, the parties agree as follows:

1.4 INDEFINITE QUANTITY

The SOM/NASPO ValuePoint Cooperative Purchasing Organization does not represent or guarantee any minimum level of purchase.

1.5 MASTER AGREEMENT TERM

The initial term of this Master Agreement is from the date of last signature through December 31, 2024, with the option to extend for two (2) additional one (1) year term(s) or portions thereof. Extensions for each additional term shall be offered at the sole discretion of the SOM and are subject to written mutual agreement. The total Master Agreement term, including the initial term and all subsequent extensions, shall not exceed five (5) years unless an emergency exists and/or special circumstances require a partial term extension. The SOM reserves the right to extend with all or some of the Contractors, solely determined by the SOM.

AGREEMENT ADMINISTRATION

M MASTER AGREEMENT ADMINISTRATOR

The SOM shall appoint a single point of contact that will be the Master Agreement Administrator for this Master Agreement and will provide oversight of the activities conducted hereunder. The Master Agreement Administrator will be the principal contact for Contractor concerning business activities under this Master Agreement. The SOM will notify Contractor, in writing, when there is a new Master Agreement Administrator assigned to this Master Agreement.

2.2 ADMINISTRATION OF MASTER AGREEMENT

SOM will maintain Master Agreement information and pricing and make it available on the DFA web site.

2.3 CONTRACTOR SUPERVISION AND COORDINATION

Contractor shall:

1. Competently and efficiently, supervise and coordinate the implementation and completion of all Master Agreement requirements specified herein;
2. Identify the Contractor's Representative, who will be the principal point of contact for the SOM Master Agreement Administrator concerning Contractor's performance under this Master Agreement;
3. Immediately notify the Master Agreement Administrator in writing of any change of the designated Contractor's Representative assigned to this Master Agreement;
4. Agree that any violation of any provision of this paragraph may be considered a material breach establishing grounds for Master Agreement termination; and
5. Be bound by all written communications given to or received from the Contractor's Representative.

2.4 POST AWARD CONFERENCE

The Contractor may be required to attend a post award conference scheduled by the Procurement Coordinator to discuss Master Agreement performance requirements. The time and place of this conference will be scheduled following Master Agreement award.

2.5 MASTER AGREEMENT MANAGEMENT

Upon award of this Master Agreement, the Contractor shall:

1. Review the impact of the award and take the necessary steps needed to ensure that contractual obligations will be fulfilled.
2. Promote and market the use of this Master Agreement to all authorized Master Agreement Participating/Purchasing Entities.
3. Ensure that those who endeavor to utilize this Master Agreement are Authorized Purchasers and authorized Participating or Purchasing Entities under the terms and conditions of this Master Agreement.
4. At no additional charge, assist Participating and Purchasing Entities in the following manner to make the most cost effective, value based, purchases including, but not limited to:
    a) Visiting the Participating/Purchasing Entity's site and providing them with materials/supplies/equipment recommendations.

b) Providing Participating/Purchasing Entities with a detailed list of Master Agreement products and services including current Master Agreement pricing.

5. Designate a customer service representative who will be responsible for addressing Participating/Purchasing Entities issues including, but not limited to:
   a) Logging requests for service, ensuring equipment repairs are completed in a timely manner, dispatching service technicians, and processing warranty claim documentation.
   b) Providing Participating/Purchasing Entities with regular and timely status updates in the event of an order or repair fulfillment delay.
   c) Act as the lead and liaison between the Contractor and Participating/Purchasing Entities in resolving warranty claims for Master Agreement items purchased.

2.6 CHANGES

Alterations to any of the terms, conditions, or requirements of this Master Agreement shall only be effective upon written issuance of a mutually agreed Master Agreement Amendment by the Master Agreement Administrator. However, changes to point of contact information may be updated without the issuance of a mutually agreed Master Agreement Amendment.

2.9 MISSISSIPPI'S STATEWIDE VENDOR PAYMENT REGISTRATION

Contractors are required to be registered in the Statewide Vendor Payment system, prior to submitting a request for payment from Purchasing Entities located within the State of Mississippi under this Master Agreement. Purchasing Entities who are Mississippi state agencies require registration to be completed prior to payment.

2.10 SALES & SUBCONTRACTOR REPORTS

The Contractor shall provide a Sales and Subcontractor Report to the DFA Office of Purchasing, Travel and Fleet Management on a quarterly basis in an electronic format.

Reports must be submitted electronically within thirty (30) days after the end of the calendar quarter, i.e., no later than April 30th, July 31st, October 31st and January 31st.

2.12 MISSISSIPPI'S ELECTRONIC BUSINESS SOLUTION (MAGIC)

Contractor shall be registered in the Contractor registration system, MAGIC, http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/supplier-self-service/. Contractors already registered need not re-register. It is the sole responsibility of Contractor to properly register with MAGIC and maintain an accurate Contractor profile in MAGIC.

3.0 PRICING

3.1 PRICE PROTECTION

Contractor warrants that prices of materials, supplies, services, and/or equipment set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same under similar conditions and in like or similar quantities.

3.2 NO ADDITIONAL CHARGES

Unless otherwise specified herein, no additional charges by the Contractor will be allowed including, but not limited to: handling charges such as packing, wrapping, bags, containers, reels; or the processing fees associated with the use of credit cards. Notwithstanding the foregoing, in the event

that market conditions, laws, regulations or other unforeseen factors dictate, at the Master Agreement Administrator's sole discretion, additional charges may be allowed.

3.3 VOLUME/PROMOTIONAL DISCOUNTS

Master Agreement prices are the maximum or ceiling price Contractor can charge. The Contractor may also offer volume and/or promotional price discounts to Participating/Purchasing Entities.

3.4 NEW PRODUCTS/SERVICES

A Contractor may propose a revision to its Master Agreement offerings to reflect technical product upgrades or other changed products and/or services appropriate to the scope of the Master Agreement. These proposed new products/services with associated pricing may be provided to the SOM Master Agreement Administrator for approval. Master Agreement Administrator has the sole discretion to accept or reject such product/service offerings and pricing. New or changed products/services proposed by Contractor must meet the requirements established in the original solicitation document or subsequent revisions. If approved by SOM, the new products/services will be added to the Master Agreement by written amendment.

3.5 PRICE ADJUSTMENTS

At least one hundred twenty (120) calendar days before the end of the current term of this Master Agreement and subsequent extension periods, Contractor may propose purchase price rate increases by written notice to the SOM's Master Agreement Administrator. Price adjustments may be taken into consideration by the SOM's Master Agreement Administrator when determining whether to extend this Master Agreement. Price increases will not be considered without supporting documentation sufficient to justify the requested increase. Contractor shall provide a detailed breakdown of their costs upon request.

Contractors shall not make Master Agreement extensions contingent on price adjustments.

Documentation must be based on published indices, such as the Producer Price Index and/or the result of increases at the manufacturer's level, incurred after Master Agreement commencement date. The grant of any price adjustment will be at the sole discretion of the SOM and, if granted, shall not produce a higher profit margin for the Contractor than that established by the original Master Agreement pricing. The Contractor shall be notified in writing by the Master Agreement Administrator of any price adjustment granted by the SOM, and such price adjustment shall be set forth in a written amendment to the Master Agreement.

No retroactive adjustments to prices or rates will be allowed.

4.0 CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

4.1 ESTABLISHED BUSINESS

Prior to commencing performance, or prior to that time if required by the SOM, law or regulation, Contractor must be an established business firm with all required licenses, fees, bonding, facilities, equipment and trained personnel necessary to meet all requirements and perform the work as specified in the Solicitation. Contractor shall maintain compliance with these requirements throughout the life of this Master Agreement.

The SOM reserves the right to require receipt of proof of compliance with said requirements within ten (10) calendar days from the date of request, and to terminate this Master Agreement as a material breach for noncompliance with any requirement of this paragraph.

4.2 USE OF SUBCONTRACTORS

In accordance with RFP requirements, Contractor agrees to take complete responsibility for all actions of its Subcontractors.

Prior to performance, Contractor shall identify all subcontractors who will perform services in fulfillment of Master Agreement requirements, including their name, the nature of services to be performed, address, telephone, facsimile, email, federal tax identification number (TIN), and anticipated dollar value of each subcontract:

The SOM reserves the right to approve or reject any and all Subcontractors that are identified by the Contractor. Any Subcontractors not listed in the Bidder's Response, who are engaged by the Contractor, must be pre-approved, in writing, by the SOM.

4.3 SUBCONTRACTS AND ASSIGNMENT

Contractor shall not Subcontract, assign, or otherwise transfer its obligations under this Master Agreement without the prior written consent of the Master Agreement Administrator. Contractor shall provide a minimum of thirty (30) calendar days advance notification of intent to Subcontract, assign, or otherwise transfer its obligations under this Master Agreement. Violation of this condition may be considered a material breach establishing grounds for Master Agreement termination. The Contractor shall be responsible to ensure that all requirements of the Master Agreement shall flow down to any and all Subcontractors. In no event shall the existence of a Subcontract operate to release or reduce the liability of Contractor to the State for any breach in the performance of the Contractor's duties.

4.4 CONTRACTOR AUTHORITY AND INFRINGEMENT

Contractor is authorized to sell under this Master Agreement, only those materials, supplies, services and/or equipment as stated herein and allowed for by the provisions of this Master Agreement. Contractor shall not represent to any Purchasing Entity that they have the Master Agreement authority to sell any other materials, supplies, services and/or equipment. Further, when selling to any Purchasing Entity in the State of Mississippi, Contractor may not intentionally infringe on other established Mississippi State Contracts.

4.5 MATERIALS AND WORKMANSHIP

The Contractor shall be required to furnish all materials, supplies, equipment and/or services necessary to perform Contractual requirements. Materials, supplies and workmanship used in the construction of equipment for this Master Agreement shall conform to all applicable federal, state, and local codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials, supplies and equipment shall be manufactured in accordance with the best commercial practices and standards for this type of materials, supplies, and equipment.

5.0 DELIVERY REQUIREMENTS

5.1 ORDER FULFILLMENT REQUIREMENTS

Authorized Purchasing Entities may place orders against this Master Agreement either in person, electronically, facsimile or by phone. Once an order is issued, the following shall apply:

1. For purposes of price verification and auditing, upon receipt of a purchase order the Contractor shall send the Purchasing Entity an order confirmation notification that identifies applicable Master Agreement prices to be applied to the order.
2. Upon the request of the Purchasing Entity, the Contractor shall supply Purchasing Entity documentation needed to verify Master Agreement pricing compliance.
3. Product damaged prior to acceptance will either be replaced or repaired in an expedited manner at Contractor's expense. Alternatively, at the Purchasing Entity's option, any possible damage to the product can be noted on the receiving report and the cost deducted from final payment.

The Contractor is responsible to verify delivery conditions/requirements with the Purchasing Entity prior to the delivery.

5.2 EQUIPMENT DEMONSTRATION

During the term of the Master Agreement the Contractor may be requested by a Participating/Purchasing Entity to provide an on-site demonstration of the equipment and services available through this Master Agreement. Such demonstration(s) shall be provided at no additional cost to the Participating/Purchasing Entity at a mutually agreed upon date and location.

5.3 SHIPPING AND RISK OF LOSS

Contractor shall ship all Products purchased pursuant to this Master Agreement, freight prepaid, FOB Purchasing Entity's specified destination. The method of shipment shall be consistent with the nature of the Products and hazards of transportation. Regardless of FOB point, Contractor agrees to bear all risks of loss, damage, or destruction of the Products ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchasing Entity's fault or negligence; and such loss, damage, or destruction shall not release Contractor from any obligation hereunder. After delivery, the risk of loss or damage shall be borne by Purchasing Entity, except loss or damage attributable to Contractor's fault or negligence.

5.4 DELIVERY

The Contractor shall provide the following delivery options as specified below to all purchasing entities. The purchasing entity shall be permitted to select the most cost effective delivery options best meeting their needs.

"We Pay Freight" - this option includes, but is not limited to, the following; no additional handling fees, other charges shall be permitted. Purchasing entity shall make arrangements to have its designated representatives pick-up the unit.

FOB Destination, Freight Prepaid and Added to the invoice – the Contractor must ship FOB destination, Freight Prepaid and may add only the freight charges incurred to the invoice. No other charges shall be included in the freight charge.

FOB Destination, Freight Prepaid – the Contractor shall make freight arrangements and deliver to any destination within the United States. Freight shall be included in the price per unit for the final destination.

The tax rules with respect to other Participating Entities may vary and are expected to be addressed in the Participating Addenda.

5.5 SITE SECURITY

While on Participating/Purchasing Entity's premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations.

5.6 INSPECTION AND REJECTION

The Purchasing Entity's inspection of all materials, supplies and equipment upon delivery is for the purpose of forming a judgment as to whether such delivered items are what was ordered, were properly delivered and ready for Acceptance. Such inspection shall not be construed as final acceptance, or as acceptance of the materials, supplies or equipment, if the materials, supplies or equipment do not conform to contractual requirements. If there are any apparent defects in the materials, supplies, or equipment at the time of delivery, the Purchasing Entity will promptly notify the Contractor. Without limiting any other rights, including those set forth in Section 16 of Appendix B: NASPO ValuePoint Master Agreement Terms and Conditions, the Purchasing Entity may require the Contractor to: (1) repair or replace, at Contractor's expense, any or all of the damaged goods; (2) refund the price of any or all of the damaged goods; or (3) accept the return of any or all of the damaged goods.

5.7 TREATMENT OF ASSETS

1. Title to all property furnished by the Purchasing Entity shall remain with the Purchasing Entity, as appropriate. Title to all property furnished by the Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this Master Agreement, shall pass to and vest in the Purchasing Entity upon delivery of such property by the Contractor and acceptance by the Purchasing Entity. Title to other property, the cost of which is reimbursable to the Contractor under this Master Agreement, shall pass to and vest in the Purchasing Entity upon (i) issuance for use of such property in the performance of this Master Agreement, or (ii) commencement of use of such property in the performance of this Master Agreement, or (iii) reimbursement of the cost thereof by the Purchasing Entity in whole or in part, whichever first occurs.
2. Any property of the Purchasing Entity furnished to the Contractor shall, unless otherwise provided herein or approved by the Purchasing Entity, be used only for the performance of this Master Agreement.
3. The Contractor shall be responsible for damages as a result of any loss or damage to property of the Purchaser which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances.
4. If any Purchasing Entity property is lost, destroyed, or damaged, the Contractor shall immediately notify the Purchasing Entity and shall take all reasonable steps to protect the property from further damage.
5. The Contractor shall surrender to the Purchasing Entity all property of the Purchasing Entity prior to settlement upon completion, termination, or cancellation of this Master Agreement.
6. All references to the Contractor under this clause shall also include Contractor's employees, agents and Subcontractors.

6.0 PAYMENT

6.1 ADVANCE PAYMENT PROHIBITED

No advance payment shall be made for the Products and Services furnished by Contractor pursuant to this Master Agreement.

6.2 IDENTIFICATION

All invoices, packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Agreement shall be identified by the Master Agreement number and the applicable Purchasing Entity's order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

6.3 PAYMENT, INVOICING AND DISCOUNTS

Payment is the sole responsibility of, and will be made by, the Purchasing Entity.

Contractor shall provide a properly completed invoice to Purchasing Entity. All invoices are to be delivered to the address indicated in the purchase order.

Each invoice shall be identified by the associated NASPO ValuePoint Master Agreement Number; the Purchasing Entity's contract/purchase order number (as applicable) and shall be in U.S. dollars. Invoices shall be prominently annotated by the Contractor with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in the Solicitation. Hard copy credit memos are to be issued when the State has been overcharged.

Invoices for payment will accurately reflect all discounts due the Purchasing Entity. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of Contractor has been accepted by the Purchasing Entity. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by Purchasing Entity and be redeemable in U.S. dollars. Unless otherwise specified, the Purchaser's/Participating Entity's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the Contractor.

6.4 TAXES, FEES AND LICENSES

Taxes:
Where required by statute or regulation, the Contractor shall pay for and maintain in current status all taxes that are necessary for Master Agreement performance. No charge by the Contractor shall be made for federal excise taxes and the Participating/Purchasing Entity agrees to furnish Contractor with an exemption certificate where appropriate.

Fees/Licenses:
After award of Master Agreement, and prior to commencing performance under the Master Agreement, the Contractor shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for Master Agreement performance. It is the Contractor's sole responsibility to maintain licenses and to monitor and determine any changes or the

enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this Master Agreement.

6.5 OVERPAYMENTS TO CONTRACTOR

Contractor shall refund to Participating/Purchasing Entity the full amount of any erroneous payment or overpayment under this Master Agreement within thirty (30) days' written notice. If Contractor fails to make timely refund, Purchaser may charge Contractor one percent (1.5%) per month on the amount due, until paid in full.

6.6 AUDITS

The SOM Master Agreement Administrator and/or the Participating/Purchasing Entity reserves the right to audit, or have a designated third party audit, applicable records to ensure that the Participating/Purchasing Entity has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing may be considered complete cause for Master Agreement termination.

7.0 QUALITY ASSURANCE

7.1 RIGHT OF INSPECTION

Contractor shall provide right of access to its facilities to SOM, or any of SOM's officers, or to any other authorized agent or official of the State of Mississippi or other Participating Entity, or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Master Agreement.

7.2 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any written commitment by Contractor within the scope of this Master Agreement shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of this Master Agreement. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor in its Response to the RFP or contained in any Contractor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its Response or used to effect the sale to Purchaser.

7.3 PRODUCT WARRANTY

Warranty(ies): Unless otherwise specified, full parts and labor warranty period shall be for a minimum period of one (1) year after receipt of materials or equipment by the Purchaser. All materials or equipment provided shall be new and unused of the latest model or design and of recent manufacture.

In the event of conflict between Master Agreement terms and conditions and Contractor's submitted warranty, the Master Agreement terms and conditions shall prevail; except, to afford the Participating/Purchasing Entity maximum benefits, the SOM may avail itself of the Contractor's warranty if deemed more beneficial to the Participating/Purchasing Entity.

7.4 WARRANTIES

Contractor warrants that all materials, supplies, services and/or equipment provided under this Master Agreement shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any materials, supplies,

service and/or equipment, and inspection incidental thereto, by the Purchaser shall not alter or affect the obligations of the Contractor or the rights of the Purchaser.

The Contractor warrants for a period of one year(s) from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Participating Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Participating Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

7.6 COST OF REMEDY

Cost of Remedying Defects: All direct, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the Contractor.

7.8 TRAINING

Customer training shall be as specified in the RFP.

8.0 INFORMATION AND COMMUNICATIONS

8.1 ADVERTISING

Contractor shall not publish or use any information concerning this Master Agreement in any format or media for advertising or publicity without prior written consent from the SOM Master Agreement Administrator.

8.2 RETENTION OF RECORDS

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Master Agreement and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Master Agreement. Contractor shall retain such records for a period of seven (7) years following the date of final payment. At no additional cost, these records, including materials generated under the Master Agreement, shall be subject at all reasonable times to inspection, review, or audit by the SOM, personnel duly authorized by the SOM, personnel duly authorized by the Purchasing Entity, the Mississippi State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the seven (7) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

8.3 PROPRIETARY OR CONFIDENTIAL INFORMATION

The SOM shall maintain the confidentiality of Contractor's information marked confidential or proprietary. If a request is made to view Contractor's proprietary information, the SOM will notify

Contractor of the request and of the date that the records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, the SOM will release the requested information on the date specified.

The SOM's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Contractor of any request(s) for disclosure for so long as the SOM retains Contractor's information in the SOM records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are exempt from disclosure.

8.4 NON-ENDORSEMENT AND PUBLICITY

Neither the SOM nor the Purchasers/Participating Entities are endorsing the Contractor's Products or Services, nor suggesting that they are the best or only solution to their needs. Contractor agrees to make no reference to the State of Mississippi or Participating/Purchasing Entity in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of the SOM and/or the impacted Participating Entity.

9.0 GENERAL PROVISIONS

9.1 GOVERNING LAW/VENUE

This Master Agreement shall be construed and interpreted in accordance with the laws of the State of Mississippi, and the venue of any action brought hereunder shall be in the Circuit Court of Hinds County, First Judicial District.

9.2 SEVERABILITY

If any provision of this Master Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Master Agreement that can be given effect without the invalid provision, and to this end the provisions of this Master Agreement are declared to be severable.

9.3 SURVIVORSHIP

All transactions executed for Products and Services provided pursuant to the authority of this Master Agreement shall be bound by all of the terms, conditions, Prices and Price discounts set forth herein, notwithstanding the expiration of the initial term of this Master Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Master Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Master Agreement shall so survive. In addition, the terms of the sections titled Overpayments to Contractor; Contractor's Commitments, Warranties and Representations; Protection of Confidential and Personal Information; Order of Precedence, Incorporated Documents, Conflict and Conformity; Non-Endorsement and Publicity; Retention of Records; Proprietary or Confidential Information; Disputes and Remedies; and Limitation of Liability shall survive the termination of this Master Agreement.

9.4 INDEPENDENT STATUS OF CONTRACTOR

In the performance of this Master Agreement, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this

Master Agreement. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee.

9.5 GIFTS AND GRATUITIES

Contractor shall comply with all state laws regarding gifts and gratuities, under which it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with state business or Master Agreement activities.

9.6 INDEMNIFICATION AND HOLD HARMLESS

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

9.8 NO WAIVER OF SOVEREIGN IMMUNITY

In no event shall this Master Agreement, any Participating Addendum or any Master Agreement or any purchase order issued thereunder, or any act of a Lead State or a Participating Entity, be a waiver by the Participating Entity of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Participating State. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

9.9 PERSONAL LIABILITY

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Mississippi, when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

9.10 INSURANCE

General Requirements:

Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the Master Agreement. Upon request, Contractor shall furnish evidence in the form of a certificate of insurance satisfactory to the State of Mississippi that insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, as required, will result in Master Agreement cancellation.

Contractor shall include all Subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each Subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this Master Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

Specific Requirements:

Employers Liability (Stop Gap): The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than $1,000,000.00. The State of Mississippi will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this Master Agreement.

Commercial General Liability Insurance: The Contractor shall at all times during the term of this Master Agreement, carry and maintain commercial general liability insurance for bodily injury and property damage arising out of services provided under this Master Agreement. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of the Contractor's premises/operations, products/completed operations, personal injury and advertising injury, and contractual liability, and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against the State of Mississippi for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

General Aggregate Limits (other than products-completed operations)	$2,000,000
Products-Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury Aggregate	$1,000,000
Each Occurrence (applies to all of the above)	$1,000,000
Fire Damage Limit (per occurrence)	$ 50,000
Medical Expense Limit (any one person)	$ 5,000

Excess Coverage:

The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

Limit Adjustments:

The State reserves the right to increase or decrease limits as appropriate.

9.12 NONDISCRIMINATION

During the performance of this Master Agreement, the Contractor shall comply with all applicable federal and state nondiscrimination laws, regulations and policies, including, but not limited to, Title VII of the Civil Rights Act, 42 U.S.C. section 12101 et. seq.; and the Americans with Disabilities Act (ADA).

9.13 OSHA REQUIREMENTS

Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Administration (OSHA) and the standards and regulations issued there under, and certifies that all items furnished and purchased will conform to and comply with said laws, standards and regulations. Contractor further agrees to indemnify and hold harmless the State of Mississippi and Purchaser from all damages assessed against Purchaser as a result of Contractor's failure to comply with those laws, standards and regulations, and for the failure of the items furnished under the Master Agreement to so comply.

9.14 ANTITRUST

The State maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Purchaser. Therefore, the Contractor hereby assigns to the State of Mississippi any and all of the Contractor's claims for such price fixing or overcharges which arise under federal or state antitrust laws, relating to the materials, supplies, services and/or equipment purchased under this Master Agreement.

9.15 WAIVER

Failure or delay of the State of Mississippi, Participating Entity, or Purchasing Entity to insist upon the strict performance of any term or condition of the Master Agreement, Participating Addendum, or Purchase Order, or to exercise any right or remedy provided in the Master Agreement, Participating Addendum, or Purchase Order, or by law; or the State of Mississippi's, Participating Entity's, or Purchasing Entity's acceptance of or payment for materials, supplies, services and/or equipment, shall not release the Contractor from any responsibilities or obligations imposed by this Master Agreement, Participating Addendum, or Purchase Order, or by law, and shall not be deemed a waiver of any right of the State of Mississippi, Participating Entity, or Purchasing Entity to insist upon the strict performance of the entire agreement by the Contractor. In the event of any claim for breach of contract against the Contractor, no provision of this Master Agreement, Participating Addendum, or Purchase Order, shall be construed, expressly or by implication, as a waiver by the State of Mississippi, Participating Entity, or Purchasing Entity of any existing or future right and/or remedy available by law.

9.16 APPLICABLE STANDARD TERMS AND CONDITIONS

Appendix B titled: *NASPO ValuePoint Master Agreement Standard Terms and Conditions*, shall supplement the terms and conditions appearing elsewhere within this Master Agreement.

10.0 DISPUTES AND REMEDIES

10.1 PROBLEM RESOLUTION AND DISPUTES

Problems arising out of the performance of this Master Agreement shall be resolved in a timely manner at the lowest possible level with authority to resolve such problem. If a problem persists and cannot be resolved, it may be escalated within each organization.

In the event a bona fide dispute concerning a question of fact arises between the State of Mississippi or the Purchaser and Contractor and it cannot be resolved between the parties through the normal escalation processes, either party may initiate the dispute resolution procedure provided herein.

The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) Business Days. The initiating party shall have three (3) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute.

If the dispute cannot be resolved after three (3) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the Dispute Resolution Panel within the next three (3) Business Days.

The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible.

Unless irreparable harm will result, neither party shall commence litigation against the other before the Dispute Resolution Panel has issued its decision on the matter in dispute.

The State of Mississippi, the Purchaser and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Master Agreement that are not affected by the dispute.

If the subject of the dispute is the amount due and payable by Purchaser for materials, supplies, services and/or equipment being provided by Contractor, Contractor shall continue providing materials, supplies, services and/or equipment pending resolution of the dispute provided Purchaser pays Contractor the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Contractor, in good faith, believes is due and payable.

10.2 ADMINISTRATIVE SUSPENSION

When it is in the best interest of the State, the State of Mississippi may at any time, and without cause, suspend the Master Agreement or any portion thereof for a period of not more than thirty (30) calendar days per event by written notice from the Master Agreement Administrator to the Contractor's Representative. Contractor shall resume performance on the next business day following the 30th day of suspension unless an earlier resumption date is specified in the notice of suspension. If no resumption date was specified in the notice of suspension, the Contractor can be demanded and required to resume performance within the 30 day suspension period by the Master Agreement Administrator providing the Contractor's Representative with written notice of such demand.

10.3 FORCE MAJEURE

The term "force majeure" means an occurrence that causes a delay that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Exceptions: Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Master Agreement if, and to the extent that, such party's performance of this Master Agreement is prevented by reason of force majeure.

Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the Rights Reserved below, the time of completion shall be extended by Master Agreement amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Master Agreement.

Rights Reserved: The State of Mississippi reserves the right to authorize an amendment to this Master Agreement, terminate the Master Agreement, and/or purchase materials, supplies, equipment and/or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the SOM or any Participating/Purchasing Entity.

10.4 ALTERNATIVE DISPUTE RESOLUTION FEES AND COSTS

In the event that the parties engage in mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

10.5 NON-EXCLUSIVE REMEDIES

The remedies provided for in this Master Agreement shall not be exclusive but are in addition to all other remedies available under law.

10.6 FEDERAL FUNDING

In the event that a federally funded acquisition results from this procurement, the Contractor may be required to provide additional information (free of charge) at the request of the State of Mississippi or Purchasing Entity. Further, the Contractor may be subject to those federal requirements specific to the commodity.

10.7 FEDERAL RESTRICTIONS ON LOBBYING

Contractor certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 Master Agreement, 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 Master Agreement, grant, loan, or cooperative agreement.

10.8 FEDERAL DEBARMENT AND SUSPENSION

The Contractor certifies, that neither it nor its "principals" (as defined in 49 CFR. 29.105 (p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

11.0 MASTER AGREEMENT TERMINATION

11.1 MATERIAL BREACH

A Contractor may be terminated for Cause by the State of Mississippi, at the sole discretion of the Master Agreement Administrator, for failing to perform a contractual requirement or for a material breach of any term or condition. Material breach of a term or condition of the Master Agreement may include but is not limited to:

1. Contractor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Master Agreement;
2. Contractor failure to carry out any warranty or failure to perform or comply with any mandatory provision of the Master Agreement;
3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
4. Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Contractor's proper performance hereunder;
5. Appointment of any receiver, trustee, or similar official for Contractor or any of the Contractor's property and such appointment endangers the Contractor's proper performance hereunder;
6. A determination that the Contractor is in violation of federal, state, or local laws or regulations and that such determination renders the Contractor unable to perform any aspect of the Master Agreement.

11.2 OPPORTUNITY TO CURE

In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the State of Mississippi may issue a written cure notice. The Contractor may have a period of time in which to cure. The State of Mississippi is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely within the discretion of the State of Mississippi. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages, or otherwise affect any other remedies available against Contractor under the Master Agreement or by law.

If the breach remains after Contractor has been provided the opportunity to cure, the State of Mississippi may do any one or more of the following:

1. Exercise any remedy provided by law;
2. Terminate this Master Agreement and any related Contracts or portions thereof;
3. Procure replacements and impose damages as set forth elsewhere in this Master Agreement;
4. Impose actual or liquidated damages;
5. Suspend or bar Contractor from receiving future Solicitations or other opportunities;
6. Require Contractor to reimburse the State, or a Purchasing Entity, for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Master Agreement.

11.3 TERMINATION FOR CAUSE

In the event the Master Agreement Administrator, in its sole discretion, determines that the Contractor has failed to comply with the conditions of this Master Agreement in a timely manner or is in material breach, the Master Agreement Administrator has the right to suspend or terminate this Master Agreement, in part or in whole. The Master Agreement Administrator shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Master Agreement Administrator, or if such corrective action is deemed by the Master Agreement Administrator to be insufficient, the Master Agreement may be terminated. The Master Agreement Administrator reserves the right to suspend all or part of the Master Agreement, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Contractor or a decision by the Master Agreement Administrator to terminate the Master Agreement.

In the event of termination, the State of Mississippi shall have the right to procure for all Purchasers, in the state of Mississippi,any replacement materials, supplies, services and/or equipment that are the subject of this Master Agreement on the open market. In addition, the Contractor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Master Agreement and the replacement or cover Master Agreement and all administrative costs directly related to the replacement Master Agreement, e.g., cost of the competitive bidding, mailing, advertising and staff time.

If it is determined that: (1) the Contractor was not in material breach; or (2) failure to perform was outside of Contractor's or its Subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience". The rights and remedies of the State of Mississippi and/or the Purchaser provided in this Master Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

11.4 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Master Agreement, the State of Mississippi, at the sole discretion of the Master Agreement Administrator, may terminate this Master Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Contractor. If this Master Agreement is so terminated, Purchasing Entities shall be liable only for payment required under this Master Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the Purchasing Entity prior to the effective date of Master Agreement termination. Neither the State of Mississippi nor the Purchasing Entity shall have any other obligation whatsoever to the Contractor for such termination. This Termination for Convenience clause may be invoked by the State of Mississippi when it is in the best interest of the State of Mississippi and/or NASPO ValuePoint.

11.5 TERMINATION FOR WITHDRAWAL OF AUTHORITY

In the event that the State of Mississippi and/or Purchasing Entity's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Master Agreement and prior to normal completion, the State of Mississippi may terminate this Master Agreement, in whole or in part, by thirty (30) calendar days written notice to Contractor.

11.6 TERMINATION FOR NON-ALLOCATION OF FUNDS

It is expressly understood and agreed that the obligation of the State to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the

agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the State, the State shall have the right upon ten (10) working days written notice to the Contractor, to terminate this Agreement without damage, penalty, cost or expenses to the State of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

11.7 TERMINATION FOR CONFLICT OF INTEREST

The State of Mississippi may terminate this Master Agreement by written notice to Contractor if it is determined, after due notice and examination, that any party to this Master Agreement has violated any laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Master Agreement is so terminated, the State of Mississippi and /or Purchasing Entity shall be entitled to pursue the same remedies against Contractor as it could pursue in the event that the Contractor breaches this Master Agreement.

11.8 TERMINATION BY MUTUAL AGREEMENT

The State of Mississippi and the Contractor may terminate this Master Agreement in whole or in part, at any time, by mutual agreement.

11.9 TERMINATION PROCEDURE

In addition to the procedures set forth below, if the State of Mississippi terminates this Master Agreement, Contractor shall follow any procedures the Master Agreement Administrator specifies in the termination notice.

Upon termination of this Master Agreement and in addition to any other rights provided in this Master Agreement, Master Agreement Administrator may require the Contractor to deliver to the Purchasing Entity any property specifically produced or acquired for the performance of such part of this Master Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Purchasing Entity shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service(s) accepted by the Purchasing Entity, and the amount agreed upon by the Contractor and the Purchasing Entity for (i) completed materials, supplies, services rendered and/or equipment for which no separate price is stated, (ii) partially completed materials, supplies, services rendered and/or equipment, (iii) other materials, supplies, services rendered and/or equipment which are accepted by the Purchasing Entity, and (iv) the protection and preservation of property, unless the termination is for cause, in which case the State of Mississippi and the Purchasing Entity shall determine the extent of the liability of the Purchasing Entity. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Master Agreement. The Purchasing Entity may withhold from any amounts due the Contractor such sum as the Master Agreement Administrator and Purchasing Entity determine to be necessary to protect the Purchasing Entity against potential loss or liability.

The rights and remedies of the State of Mississippi and/or the Purchasing Entity provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

After receipt of a termination notice, and except as otherwise expressly directed in writing by the Master Agreement Administrator, the Contractor shall:

1. Stop all work, order fulfillment, shipments, and deliveries under the Master Agreement on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to the Master Agreement except as is necessary to complete or fulfill such portion of the Master Agreement that is not terminated;
3. Complete or fulfill such portion of the Master Agreement that is not terminated in compliance with all contractual requirements;
4. Assign to the Purchasing Entity, in the manner, at the times, and to the extent directed by the Master Agreement Administrator on behalf of the Purchasing Entity, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Purchasing Entity has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Master Agreement Administrator and/or the Purchasing Entity to the extent Master Agreement Administrator and/or the Purchasing Entity may require, which approval or ratification shall be final for all the purposes of this clause;
6. Transfer title to the Purchasing Entity and deliver in the manner, at the times, and to the extent directed by the Master Agreement Administrator on behalf of the Purchasing Entity any property which, if the Master Agreement had been completed, would have been required to be furnished to the Purchasing Entity;
7. Take such action as may be necessary, or as the Master Agreement Administrator and/or the Purchasing Entity may direct, for the protection and preservation of the property related to this Master Agreement which is in the possession of the Contractor and in which the State of Mississippi and/or the Purchasing Entity has or may acquire an interest.

12.0 MASTER AGREEMENT EXECUTION

12.1 PARTIES

This Master Agreement ("Master Agreement") is entered into by and between the State of Mississippi, acting by and through the Department of Finance and Administration, an agency of the State of Mississippi located at 501 North West Street Suite 701-A, Jackson, Mississippi 39201, and Rosenbauer South Dakota, LLC, a corporation licensed to conduct business in the state of Mississippi ("Contractor"), located at 100 Third Street, Lyons, SD 57041 for the purpose of providing products and services for Fire Trucks and Fire Apparatus.

12.2 ENTIRE AGREEMENT

This Master Agreement document and all subsequently issued amendments comprise the entire agreement between the State of Mississippi and the Contractor. No other statements or representations, written or oral, shall be deemed a part of the Master Agreement.

12.3 ORDER OF PRECEDENCE, INCORPORATED DOCUMENTS, CONFLICT AND CONFORMITY

Incorporated Documents:

Each of the documents listed below is, by this reference, incorporated into this Master Agreement as though fully set forth herein.

1. The State of Mississippi's Solicitation document #**3120002260** with all attachments and exhibits, and all amendments thereto;
2. Contractor's response to the Solicitation #**3120002260**;
3. A Participating Entity's Participating Addendum ("PA");
4. The terms and conditions contained on Purchasing Entity's Order Documents, if used; and
5. All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to Purchasing Entity and used to affect the sale of the Product and /or Service to the Purchasing Entity.

Order of Precedence:

In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal statutes and regulations.
2. A Participating Entity's Participating Addendum ("PA").
3. Mutually agreed written amendments to this Master Agreement.
4. This Master Agreement Number 8200060945.
5. The Statement of Work or Work Order.
6. The State of Mississippi's Solicitation document with all attachments and exhibits, and all amendments thereto.
7. Contractor's response to the Solicitation.
8. Any other provision, term, or materials incorporated into the Master Agreement by reference.

Conflict: To the extent possible, the terms of this Master Agreement shall be read consistently.

Conformity: If any provision of this Master Agreement violates any Federal or State of Mississippi statute or rule of law, it is considered modified to conform to that statute or rule of law.

12.4 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Master Agreement or applicable law (except notice of malfunctioning Equipment) shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, (postage prepaid), via facsimile or by electronic mail, to the parties at the addresses, fax numbers, or e-mail addresses provided in this section. For purposes of complying with any provision in this Master Agreement or applicable law that requires a "writing," such communication, when digitally transmitted,shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

To Contractor at:	**To State of Mississippi at:**
Rosenbauer South Dakota, LLC	State of Mississippi Department of Finance and Administration Office of Purchasing, Travel and Fleet Management
Attn: Mark Fusco **Attn: Mike Harstad**	**Attn: Ramona Jones**
100 3rd Street Lyons, SD 57041	Mail: Street: 501 North West Street Suite 701-A Jackson, MS 39201
Phone: (605) 908-963-9486	Phone: (601) 359-9335
Fax:	Fax: (601) 576-2740
E-mail: mfusco@rosenbaueramerica.com	E-mail: ramona.jones@dfa.ms.gov

Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Equipment or Services provided pursuant to this Master Agreement is served upon Contractor or State of Mississippi, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and the State of Mississippi further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

12.5 LIENS, CLAIMS AND ENCUMBRANCES

All materials, equipment, supplies and/or services shall be free of all liens, claims, or encumbrances of any kind, and if the State of Mississippi or the Purchasing Entity requests, a formal release of same shall be delivered to the respective requestor.

12.6 AUTHORITY TO BIND

The signatories to this Master Agreement represent that they have the authority to bind their respective organizations to this Master Agreement.

12.7 COUNTERPARTS

This Master Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Master Agreement signed by each party, for all purposes.

APPENDIX A STANDARD DEFINITIONS

This section contains definitions of terms commonly used in Solicitations conducted by the State of Mississippi.

Agency	"**Agency**" means any state board, commission, committee, council, university, department or unit thereof created by the Constitution or statutes if such board, commission, committee, council, university, department, unit or the head thereof is authorized to appoint subordinate staff by the Constitution or statute, except a legislative or judicial board, commission, committee, council, department or unit thereof; except a charter school authorized by the Mississippi Charter School Authorizer Board; and except the Mississippi State Port Authority.
Authorized Purchaser	"**Authorized Purchaser**" means an individual authorized by a Purchasing Entity to place orders against this Master Agreement.
Award	"**Award**" means the final execution of the Master Agreement document.
Business Hours	"**Business Hours**" means 8:00 AM thru 5:00 PM. CST
Close of Business	"**Close of Business**" means 5:00 PM. CST
Trade Secrets and Confidential Commercial or Financial Information	"**Trade Secrets and Confidential Commercial or Financial Information**" means records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction under this chapter until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential
Contract	"**Contract**" means all types of Mississippi agreements, regardless of what they may be called, for the procurement or disposal of commodities, equipment, services, or construction.
Contractor	"**Contractor**" means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

Determination	"**Determination**" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
Evaluation Committee	"**Evaluation Committee**" means a body appointed to perform the evaluation of Offeror's proposals.
Evaluation Committee Report	"**Evaluation Committee Report**" means a report prepared by the State of Mississippi Master Agreement Administrator and the Evaluation Committee for Master Agreement award. It will contain written determinations resulting from the procurement.
Finalist	"**Finalist**" means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
State of Mississippi	"**State of Mississippi**" means the State of Mississippi conducting this cooperative procurement, evaluation, and award.
Mandatory	"**Mandatory**" – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.
Master Agreement	"**Master Agreement**" means the underlying agreement executed by and between the State of Mississippi, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.
Minor Technical Irregularities	"**Minor Technical Irregularities**" means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.
Multiple Source Award	"**Multiple Source Award**" means an award of an indefinite quantity Master Agreement for one or more similar services, items of tangible personal property or construction to more than one Offeror.
NASPO ValuePoint	"**NASPO ValuePoint**" means the cooperative purchasing program of the National Association of State Procurement Officials (NASPO).
Offeror	"**Offeror**" means the company or firm who submits a proposal in response to this Request for Proposal.

Other Supporting Materials	"**Other Supporting Materials**" means materials Offerors include to enhance their proposal.
Participating Entity	"**Participating Entity**" means a state, or other legal Entity, properly authorized to enter into a Participating Addendum.
Price Agreement	"**Price Agreement**" means a definite quantity Master Agreement or indefinite quantity Master Agreement which requires the contractor to furnish items of tangible personal property, services, or construction to a procuring agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the Master Agreement, if any.
Prime Contractor	**"Prime Contractor"** means the entity submitting the response to this RFP
Agency Procurement Officer	"**Agency Procurement Officer**" means any person duly authorized to enter into and administer contracts and make written determinations with respect thereto. The term also includes an authorized representative acting within the limits of authority.
Purchasing Agency	"**Purchasing Agency**" means any governmental body other than the Office of Purchasing, Travel and Fleet Management which is authorized by regulations, or by way of delegation from the Chief Procurement Officer, to enter into contracts.
Proposal	"**Proposal**" means the official written response submitted by an Offeror in response to this Request for Proposal.
Request for Proposals or RFP	"**Request for Proposals**" **or** "**RFP**" means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.
Responsible Offeror	"**Responsible Offeror**" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
Responsive Offer	"**Responsive Offer**" means an offer that conforms in all material respects to the requirements set forth in the Request for Proposals. Material respects of a Request for Proposals include, but are not limited to price, quality, quantity, or delivery requirements.

Sealed	"**Sealed**" in terms of a non-electronic submission means, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the State of Mississippi Master Agreement Administrator. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the State of Mississippi Master Agreement Administrator in such cases. The sealed proposal will be used for the public file.
Staff	"**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offeror's company.
Statement of Concurrence	"**Statement of Concurrence**" means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. "We concur", "Understands and Complies", "Comply", "Will Comply if Applicable" etc.).
Written	"**Written**" means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

APPENDIX B NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.

1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.

1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

1.8 **Order** or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering

procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

1.10 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.11 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.12 **Product** or **Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

1.13 **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

2.1 **Initial Term.** Refer to the Master Agreement Section 1.5 - "Master Agreement Term".

2.2 **Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

2.3 **Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

3.1 **Order.** See Master Agreement Section 12.3 Order of Precedence, Incorporated Documents, Conflict and Conformity

3.2 **Participating Addenda.** Participating Addenda will not be construed to dimmish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

4.1 Requirement for a Participating Addendum. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

4.2 Applicability of Master Agreement. NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.

4.3 Authorized Use. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

4.4 Obligated Entities. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

4.5 Notice of Participating Addendum. Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

4.6 Eligibility for a Participating Addendum. Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

4.7 **Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

4.8 **Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4.9 **Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.10 **No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

5.1 **Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 **Administrative Fees**

5.2.1 **NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) with a maximum fee of $2000 on purchase orders for one (1) truck. For purchase orders of two (2) or more trucks, the maximum fee will be $1500 per truck due no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for

taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://calculator.naspovaluepoint.org. All sales made under this Master Agreement must be reported as cumulative totals by state. Contractor must submit a report for each quarter, including quarters during which a Contractor has no sales, in which case this will be indicated in the Reporting Tool. Reports must be submitted no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

5.3.2 Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, *e.g.* local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report must be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports must be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports must include sales information for all sales under Participating Addenda executed under this Master Agreement.

5.3.3 Reporting on Personal Use. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating

Addendum. Report data for employees should be limited to ONLY the state and entity ((state and agency, city, county, school district, etc.) under whose authority the employee is purchasing Product for personal use and the amount of sales. No personal identification numbers (*e.g.*, names, addresses, social security numbers or any other numerical identifier) may be submitted with any report.

5.3.4 Executive Summary. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

5.3.5 Use of Data. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports will have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

5.6 Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

5.7 Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 Pricing. The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

6.1.1 All prices and rates must be guaranteed for the initial term of the Master Agreement.

6.1.2 Following the initial term of the Master Agreement, any request for a price

or rate adjustment must comply with Section 3.5 Price Adjustments, of the Master Agreement.

6.2 **Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

6.3 **Leasing or Alternative Financing Methods**. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

7.1 **Order Numbers.** See Section 6.2 – "Identification" of the Master Agreement.

7.2 **Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

7.3 **Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

7.4 **Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

7.5 **Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance

period up to 120 days past the then-current termination date of this Master Agreement.

7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

7.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 **Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:

7.6.1 The services or supplies being delivered;

7.6.2 A shipping address and other delivery requirements, if any;

7.6.3 A billing address;

7.6.4 Purchasing Entity contact information;

7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

7.6.6 A not-to-exceed total for the products or services being ordered; and

7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

7.7 **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

7.8 **Contract Provisions for Orders Utilizing Federal Funds**. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be

satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

8.1 Shipping Terms. All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

8.2 Minimum Shipping. The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

8.3 Inside Deliveries. To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

8.4 Packaging. All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

9.1 Laws and Regulations. Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

9.2 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

9.3 Inspection. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or

Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.3.1 Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

9.3.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

9.4 **Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

9.5 **Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertaining whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

9.5.2 If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

9.5.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

10.1 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

10.2 Warranty. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

10.3 Breach of Warranty. Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

10.4 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

10.5 Warranty Period Start Date. The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

11.1 Conveyance of Title. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

11.2 Embedded Software. Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

11.3 License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

12.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Product.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or

settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

12.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

13.1 **Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in Master Agreement Section 9.10 Insurance. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

13.2 **Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

13.3 **Coverage.** See Master Agreement Section 9.10 Insurance.

13.4 **Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

13.5 **Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

13.6 **Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

13.7 **Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of

coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.8 Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

14.1.1 See Master Agreement Section 8.2 – Retention of Records.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's

possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 **Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 **Assignment/Subcontracts**

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 **Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 **Independent Contractor.** Contractor is an independent contractor. Contractor

has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. See Master Agreement Section 11.4 Termination for Convenience regarding the lead state's terms related to cancellation of the Master Agreement. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default is subject to the terms of Master Agreement Section 11.3 Termination for Cause.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

14.8.1 See Master Agreement Section 11.1 Material Breach.

14.8.2 See Master Agreement Section 11.2 Opportunity to Cure.

14.8.3 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. See Master Agreement Section 9.15 Waiver.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring

certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

APPENDIX C CONTRACTOR INFORMATION AND PROFILE

1. **Company Name:** Rosenbauer South Dakota, LLC

   Address: 100 Third Street

   City: Lyons State: SD Zip: 57041

   Phone: 908-963-9486 FAX:

   Federal Tax ID No.: 46-0448012

   Company Internet URL Address: www.rosenbaueramerica.com

2. **Legal Status of the Bidder:** S Corporation: X

3. **Bidder's Authorized Representative:**

   Name: Mark Fusco, VP Sales & Marketing

   Phone: 601-722-4166 FAX: 601-722-4168

   E-mail: mfusco@rosenbaueramerica.com

4. **Orders to be sent to:**

   Company Name: Rosenbauer South Dakota, LLC

   Address: 100 Third Street

   City: Lyons State: SD Zip: 57041

   Phone: 908-963-9486 FAX:

   Internet address for company catalog (if available): n/a

5. **Billing will be from:**

   Company Name: Rosenbauer South Dakota, LLC

   Address: 100 Third Street

   City: Lyons State: SD Zip: 57041

   Phone: 908-963-9486 FAX:

6. **Payment to be sent to:**

   Company Name: Rosenbauer South Dakota, LLC

   Address: 100 Third Street

   City: Lyons State: SD Zip: 57041

   Phone: 908-963-9486 FAX:

7. **Bidder's Company Experience and History:** Upon request, Contractor will provide information about the company's experience and history in providing fire apparatus and services.

8. **Minority/Women Owned Business (MWBE):** No: X

9. **Payment Methods and Term:**
   Payment Terms: Net 45 days.

10. **Purchasing Cooperative Members:** Contractor agrees to sell the goods and services on this Master Agreement to political subdivisions and nonprofit corporations: Yes X.

11. **Subcontractors:** Vendor has identified the following subcontractors as participants in the fulfillment of Master Agreement requirements and has provided a briefly describe the nature of equipment/services to be performed. (Reference Section 4.2)

12. **Customer References:** Customers may contact the Contractor for a list of references for any category of fire apparatus and service available through this Master Agreement.

APPENDIX D AWARD & DISCOUNT SHEET

Rosenbauer South Dakota, LLC. has been awarded a Master Agreement for the following categories of Fire Trucks with a discount of 15% off retail price. This discount also applies to all options available for each category of Fire Truck.

Pumper **15%**

- Custom Pumper----------
- Commercial Pumper----------
- Rescue Pumper----------
- Mini-Pumper----------
- Brush Truck----------

Tanker **15%**

- Tanker----------

Rescue **15%**

- Custom Non Walk-in----------
- Commercial Non Walk-in----------

Wildland **15%**

- Type 3----------
- Type 6----------

NASPO ValuePoint

PARTICIPATING ADDENDUM

FIRE TRUCKS AND FIRE APPARATUS
Led by the **State of Mississippi**

Contractor: Rosenbauer South Dakota, LLC
Master Agreement #: 8200060945
Participating Entity: State of Mississippi
Participating Entity State: MS
Additional Terms Attached: *[Yes/No]*

Primary Contacts

	Participating Entity	Contractor
Name:	**State of Mississippi**	**Mark Fusco**
Address:	**501 N. West St Suite 701A Jackson, MS 39201**	**100 3rd Street Lyons, SD 57041**
Telephone:	**601-359-9335**	**(605) 543-5591**
Fax:	**601-359-3910**	
Email:	**Ramona.Jones@dfa.ms.gov**	**mfusco@rosenbaueramerica.com**

The Participating Entity and Contractor (together, "Parties") agree that this Participating Addendum ("PA") incorporates all terms, conditions, and requirements of the Master Agreement that apply to a Participating Entity, except as specifically modified pursuant to Paragraph 3, below.

1. **Participation:** This PA may be used by the Participating Entity and all entities authorized by state statutes and other laws and regulations to utilize Participating Entity's contracts, or as otherwise authorized in writing by the Participating Entity's chief procurement officer.

2. **Term:** This PA shall become effective upon execution and shall remain in place until expiration or termination of the Master Agreement (including extensions and renewals thereof), unless terminated earlier in accordance with the terms of this PA and the Master Agreement.

3. **Modifications:** Any additions or modifications to the Master Agreement that have been negotiated and agreed to by the Parties shall be outlined in an attachment to this PA and shall have no effect on the Master Agreement as it applies to other Participating Entities.

4. **Approval:** The Participating Entity certifies that it has obtained all necessary approvals required by the Master Agreement and has the authority to enter into this agreement.

NASPO ValuePoint

PARTICIPATING ADDENDUM

FIRE TRUCKS AND FIRE APPARATUS

Led by the **State of Mississippi**

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY	**CONTRACTOR**
Signature: Ramona Jones	Signature: Brian Kent
Name: Ramona Jones	Name: Brian Kent
Title: Contract Administrator	Title: Chief Financial Officer
Date: 8/1/2022	Date: 7/1/2022

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

State of Mississippi Department of Finance and Administration Office of Purchasing, Travel & Fleet Management 501 North West Street, Suite 701-A Jackson, MS 39201	CONTRACT AMENDMENT	
	Contract No.:	8200060945
	Amendment No.:	1
	Effective Date:	07/29/2024

AMENDMENT NO. 1
TO
CONTRACT NO. 8200060945
ROSENBAUER SOUTH DAKOTA, LLC. TRUCKS, INC.

This Amendment to Contract No. 8200060945 is effective. All other terms and conditions remain unchanged.

PURPOSE

THE PURPOSE of this amendment is to capture the following changes:

- Update the Master Agreement with 2023 Price List to be effective on the date above.

The master agreement has been updated.

Any communications regarding this amendment must be addressed to the Procurement Coordinator listed below.

Ramona Jones
Ramona.Jones@dfa.ms.gov
601-359-9335

STATE OF MISSISSIPPI
Department of Finance and Administration
Office of Purchasing, Travel & Fleet Management
501 N. West Street, Suite 701-A
Jackson, Mississippi 39201

Ramona Jones
Contract Administrator

Date 7-30-2024

Title (cooperative purchasing) manager

Date 7-30-24

State of Mississippi Department of Finance and Administration Office of Purchasing, Travel & Fleet Management 501 North West Street, Suite 701-A Jackson, MS 39201	CONTRACT AMENDMENT	
	Contract No.:	8200060945
	Amendment No.:	2
	Effective Date:	03/24/2025

AMENDMENT NO. 2
TO
CONTRACT NO. 8200060945
ROSENBAUER SOUTH DAKOTA, LLC. TRUCKS, INC.

This Amendment to Contract No. 8200060945 is effective. All other terms and conditions remain unchanged.

PURPOSE

THE PURPOSE of this amendment is to capture the following changes:

- Update the Rosenbauer contract portfolio with 2025 Dealer List to be effective on the date above.

The contract portfolio has been updated.

Any communications regarding this amendment must be addressed to the Procurement Coordinator listed below.

Ramona Jones
Ramona.Jones@dfa.ms.gov
601-359-9335

STATE OF MISSISSIPPI
Department of Finance and Administration
Office of Purchasing, Travel & Fleet Management
501 N. West Street, Suite 701-A
Jackson, Mississippi 39201

Mike Herstal
Contract Administrator

Date 3-24-25

Ramona Jones

Title (Cooperative Contract Mgr —

Date 3-24-25

3/24/2025

Solicitation 3120002260

Rosenbauer 2023 Pricing

Aerials	List Price	15% discount	NASPO Price
Ladder 0-94'	$ 1,304,131	$ 195,620	**$ 1,108,511**
Ladder 95'+	$ 1,478,150	$ 221,723	**$ 1,256,428**
Platform 0-85'	$ 1,707,643	$ 256,146	**$ 1,451,497**
Platform 86'+	$ 1,957,399	$ 293,610	**$ 1,663,789**
Tiller	$ 1,589,830	$ 238,475	**$ 1,351,356**
Pumper			
Custom Pumper	$ 628,818	$ 94,323	**$ 534,495**
Commercial Pumper	$ 369,249	$ 55,387	**$ 313,862**
Rescue Pumper	$ 736,956	$ 110,543	**$ 626,413**
Mini-Pumper	$ 491,501	$ 73,725	**$ 417,776**
Brush Truck	$ 334,085	$ 50,113	**$ 283,972**
Tanker			
Tanker	$ 325,616	$ 48,842	**$ 276,774**
Rescue			
Custom Walk-In	$ 998,481	$ 149,772	**$ 848,709**
Custom Non Walk-In	$ 859,136	$ 128,870	**$ 730,266**
Commercial Walk-In	$ 594,174	$ 89,126	**$ 505,048**
Commecial Non Walk-In	$ 528,321	$ 79,248	**$ 449,073**
Wiland			
Type 3	$ 550,681	$ 82,602	**$ 468,079**
Type 6	$ 511,245	$ 76,687	**$ 434,558**
ARFF			
Class 3	$ 741,086	$ 111,163	**$ 629,923**
4x4	$ 1,396,068	$ 209,410	**$ 1,186,658**
6x6	$ 1,481,046	$ 222,157	**$ 1,258,889**

SIGNATURES

In Witness Whereof, the parties hereto, having read this Master Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

This Master Agreement is effective January 3, 2022 or the date of last signature whichever is later.
This is a Partial award for: Solicitation # 3120002260

Approved (Lead State)		**Approved**
State of Mississippi Department of Finance and Administration Office of Purchasing, Travel & Fleet Management 501 North West Street, Suite 701-A Jackson, MS 39201		Rosenbauer South Dakota, LLC 100 Third Street Lyons, SD 57041
Ramona Jones 2/1/2022 Signature Date		Brian Kuefler 2/1/2022 Signature Date
Ramona Jones, CMPA, CMFM Print or Type Name		Brian Kuefler Print or Type Name
Title Master Agreement Administrator		Chief Financial Officer Title
Ross Campbell 2/1/22 Signature Date		
Ross Campbell Print or Type Name		
Chief Procurement Officer Title		
Signature Date		
Print or Type Name		
Title		

THE CITY OF
JACKSON
MISSISSIPPI

JACKSON FIRE DEPARTMENT

MEMORANDUM

TO: Mayor John Horhn

FROM: RaSean Thomas, Fire Chief

DATE: October 14, 2026

RE: Purchase 7 Fire Trucks

The attached agenda item is an order authorizing the Mayor to execute an agreement with Rosenbauer Minnesota, LLC for the purchase of 7 fire trucks for the Jackson Fire Department

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

RT/at

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

www.jacksonms.gov

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT WITH NASPO CONTRACT #8200060945 ROSENBAUER MINNESOTA, LLC FOR THE PURCHASE OF 5 BOSS 1 PUMPERS AND 2 KING COBRA PLATFORMS FOR THE JACKSON FIRE DEPARTMENT**
2.	**Purpose**	Purchase 7 Fire Trucks
3.	**Who will be affected**	Jackson Fire Department
4.	**Benefits**	
5.	**Schedule (beginning date)**	Upon approval by Council
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	CITYWIDE
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Jackson Fire Department
8.	**COST**	$9,635,783
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☒	Fund 10
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 ___

NASPO
ValuePoint

PURCHASE ORDER

Purchaser	
Purchaser:	Jackson, MS Fire Department
Address 1:	555 South West Street
Address 2:	
City, State, Zip:	Jackson, MS 39201

SUPPLIER	
Contract #	NASPO Contract #: 8200060945
Supplier:	Rosenbauer Minnesota, LLC
Address 1:	5180 260th Street
Address 2:	PO Box 549
City, State, Zip:	Wyoming, MN 55092

Purchase Order Number:	pumper/King Cobra	Delivery in Calendar Days, after receipt and acceptance of Order:	See Below
Date:	9/17/2026		

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Quantity	Description	Price	Price (Extended)
5	Rosenbauer BOSS 1 Pumpers #16245-16249 per attached specifications.	$1,079,100.00	$5,395,500.00
2	Rosenbauer King Cobra Platforms #76073-76074 per attached specifications.	$2,108,458.00	$4,216,916.00

Unit #16245 is scheduled for completion in June 2027. The remaining four units are expected to be completed by September 30, 2027.

76073 Estimated completion at RMN Feb 2028. 76074 Estimated completion Oct 2028.

TOTAL		$9,612,416.00

NOTES:	

Rosenbauer Dealer :	NAFECO
Salesperson:	Donnie Weeks
Signature:	Donnie Weeks

Purchaser:	Jackson, MS Fire Department
Print Name:	
Title:	
Date:	
Signature:	

35

ORDER REVISING THE CITY OF JACKSON FIRE DEPARTMENT'S FEE SCHEDULE

WHEREAS, the Office of the Fire Marshal recommends that the governing authorities adopt the proposed fee schedule set forth below for inspecting facilities, issuing permits, and conducting tests, which promote fire prevention and ensure the safety of property and persons; and

WHEREAS, the governing authorities for the City of Jackson authorized a fee assessment for services on November 10, 2020; and

WHEREAS, since November 10, 2020, the Jackson Fire Department's costs for performing inspections, issuing permits, and conducting tests have increased and have affected the municipal budget; and

WHEREAS, the Jackson Fire Department represents that the fee increases are due to rising diesel and fuel costs. These costs, which are also vital for upkeep of vehicles and equipment, have increased twofold. They also recommend that fees for specific inspections and tests be determined based on square footage and occupancy classifications; and

WHEREAS, the Jackson Fire Department represents that the assessment of fees based on square footage and occupancy classification is within industry norms; and

WHEREAS, assessing fees based on the square footage and occupancy classifications serves the best interest of the Jackson by ensuring adequate fire prevention and emergency response resources are available.

IT IS HEREBY ORDERED that the fees for inspections, permits, and tests shall be as follows:

Description	Current Fee	New Fee
Fire Truck On-Site	$300.00	$500.00
Commercial Burn Permits	$200.00	No Change
$100,000.00 liability insurance policy Must be in effect for persons applying for A burn permit and a copy provided to the Fire Marshal Office at time of application.		
Flow Test	$200.00	No Change
Fire Report	$200.00	$100.00
Fire Verification	$00.00	No Change
Fire Works Display	$150.00	$300.00
Carnival Inspections	$100.0	No Change
Fire Suppression	$50.00	No Change
Service Tank Test	$50	No Change
Flammable & Combustible Permit	$50	No Change
Gas Line Test	$50	No Change
Sprinkler Test/Fire Alarm	$50	4999 sq. ft. or less $100
	$100	5000 -9999 sq. ft. $150

Agenda Item #35
October 20, 2026
(Thomas, Horhn)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER ADOPTING REVISED FEE SCHEDULE FOR THE CITY OF JACKSON FIRE DEPARTMENT SERVICES.
2.	**Purpose**	Revising Fees for Fire Services
3.	**Who will be affected**	Jackson Fire Department
4.	**Benefits**	
5.	**Schedule (beginning date)**	Upon approval by Council
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	CITYWIDE
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Jackson Fire Department
8.	**COST**	Please see agenda
9.	**Source of Funding** ▪ **General Fund** ☒ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

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 REVISING THE CITY OF JACKSON FIRE DEPARTMENT'S FEE SCHEDULE** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
Sondra Moncure, *Special Assistant*

10/2/20
Date

THE CITY OF
JACKSON
MISSISSIPPI

JACKSON FIRE DEPARTMENT

MEMORANDUM

TO: Mayor John Horhn

FROM: RaSean Thomas, Fire Chief

DATE: September 24, 2026

RE: Revised Fee Schedule

The attached agenda item is an order adopting revised fee schedule for the City of Jackson Fire Department Services.

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

RT/at

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

www.jacksonms.gov

$100 Exceeding 10,000sq ft $200

	Current Fee	New Fee
Service Inspection/ Re-inspection	4999sq.ft or less $50 5000-99999 sq. ft. $100 10,000-19,999 sq. ft. $150 Exceeding 20,000 $200	The cost of a building/business inspection for an occupancy of 5,00 square feet or less is $100.00. If an occupancy exceeds 5,000 square feet, an additional $.02 will be charged for each additional square foot, up to a cap of $5,000 per building/business and $8,000 per property. If violations are found during the inspection, a $50 re-inspection fee will be charged for each return visit until the violations are corrected.
Day/ Preschool Inspection	4999 sq. ft. or less $50 Exceeding 5000 sq. ft. $75	
Apartment Inspection	0-100 units $100 101-250 units $150 Exceeding 250 units $200	
Apartment Re-inspection	$100 $25 per unit	

Under FFPC NFPA 1: 10.2.7 Minimum Fire Prevention Inspection Frequencies for Existing Occupancies, the inspection frequency for all buildings, except one and two family dwellings, are required to follow the below:

- High Risk Occupancies and Critical Infrastructure – Annual Inspections
- Moderate Risk Occupancies – Biennial Inspections (once every two years)
- Low Risk Occupancies – Triennial Inspections (once every three years)

High Risk Occupancies are those that have a high frequency of fires, a high potential for loss of life or economic loss should a fire occur or have a high dependency on built-in fire protection features or staff to assist in evacuation. Examples include:

- Apartment complexes
- Hotels
- Assembly venues
- Healthcare facilities
- Assisted Living Facilities
- High-hazard industrial facilities

Critical Infrastructure are those that are vital or essential to the safety and welfare, functionality and economy or the community. Examples include:

- Hospitals
- Water and power plants
- Fire stations & 911 centers

Moderate Risk Occupancies are those that have a moderate frequency of fires or a moderate potential for loss of life or economic loss should a fire occur. Examples include:

- Ambulatory Healthcare facilities
- General industrial facilities

Low Risk Occupancies are those with a low frequency of fires or a minimal potential for loss of life or economic loss. Examples include:

- General business sites
- Mercantile and retail facilities
- Storage facilities

The cost of an inspection for an occupancy that is 2000 square feet in size or less in size is $90. If an occupancy is larger than 2000 square feet, an additional $.02 will be charged for each additional square foot up to a cap of $5,000 per building and $8,000 per property. If there are violations found during the inspection, a re-inspection fee of $47 is charged for each return visit until the violations are corrected.

ORDER ADOPTING REVISED FEE SCHEDULE FOR THE CITY OF JACKSON FIRE DEPARTMENT SERVICES.

WHEREAS, the Office of the Fire Marshal is responsible for inspecting facilities, issuing permits, and conducting tests, which promote fire prevention and ensure safety of property and persons; and

WHEREAS, the governing authorities for the City of Jackson approved the assessment of fees for the services in 2015; and

WHEREAS, since 2015, the costs associated with performing inspections, issuing permits, and conducting tests have increased and have impact upon the municipal budget; and

WHEREAS, the Jackson Fire Department recommends that fees for certain inspections and tests be assessed based on square footage and occupancy classification; and

WHEREAS, the assessment of fees based on square footage and occupancy classification is within industry norms; and

WHEREAS, assessing fees based on the square footage and occupancy classifications serves the best interest of the Jackson by ensuring adequate fire prevention and emergency response resources and available.

IT IS HERE BY ORDERED; that the fees for inspections, permits, and tests shall be as follows:

Description	Current Fee	New Fee
Fire Truck On-Site (required for fire watch)	$250.00	$300.00
Commercial/ Burn permits	$200.00	No Change
Flow Test	$200.00	No Change
Fire Report	$200.00	No Change
Fire Verification	$00.00	No Change
Fire Works Display	$150.00	No Change
Carnival Inspections	$50.00	$100.00
Service Inspection/ Re-inspection (Amount Base On Sq Ft)		4999 sq. ft. or less $50 5000-99999 sq. ft. $100 10,000-19,999 sq. ft. $150 Exceeding 20,000 $200
Day/ Preschool Inspection	$35	4999 sq. ft. or less $50 Exceeding 5000 sq. ft. $75
Apartment Inspection	$25	0-100 units $100 101-250 units $150 Exceeding 250 units $200
Apartment Re-inspection	$100	$25 per unit
Flammable & Combustible Liquid Permit	$50	No Change
Gas Line Test	$30	$50
Tank Test	$30	$50
Sprinkler Test	$30	4999 sq. ft. or less $50 Exceeding 5000 sq. ft. $100

Fire Suppression	$30	$50
Fire Alarm	$30	4999 sq. ft. or less $50 Exceeding 5000 sq. ft. $100

IT IS THEREFORE ORDERED, that the new fees shall be effective November 10, 2020.

Council Member Lindsay moved adoption; **Council Member Tillman** seconded.

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

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on November 10, 2020. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request

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OFFICE OF THE CITY ATTORNEY
10/13/26

ORDER AUTHORIZING THE SOLID WASTE DIVISION OF THE DEPARTMENT OF PUBLIC WORKS TO SUBMIT A GRANT APPLICATION TO THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR FUNDING THE CITY'S WASTE TIRE RECYCLING PROGRAM

WHEREAS, the Solid Waste Division of the Department of Public Works collects tires from tire abatement projects and through the City's Waste Tire Program, which includes the collection of illegally dumped tires, the collection of tires brought into the City's landfill by residents, and the collection of tires from City rights-of-way and City facilities; and

WHEREAS, the Solid Waste Division disposes of the tires it collects through contractors who recycle the waste tires for alternative uses and who charge the Solid Waste Division a per-tire fee for taking the waste tires; and

WHEREAS, the Solid Waste Division of the Department of Public Works has need of funds to pay these contractors who recycle the waste tires for alternative uses; and

WHEREAS, the Mississippi Department of Environmental Quality offers a Waste Tire Grant to governmental entities to assist in paying for the disposal of waste tires with contractor tire recyclers; and

WHEREAS, the Solid Waste Division of the Department of Public Works recommends requesting a grant in the amount of $100,000 from the Mississippi Department of Environmental Quality to enable it to continue recycling the tires it collects; and

WHEREAS, the conditions upon award of the grant are as follows:

(1) Grants made to counties, municipalities or regional solid waste management authorities shall require compliance with all applicable procurement and purchasing regulations established pursuant to state law.

(2) At the discretion of the Mississippi Commission on Environmental Quality (the "Commission"), monies which are unspent after the expiration date of the grant award shall be forfeited back into the waste tire account.

(3) Grants made to any person or group which are awarded for less than 100% of the total estimated costs of the project shall ensure that the grantee's matching share is expended or committed in proportion to the release of state grant funds.

(4) The Commission may include any other conditions as part of the grant award which it determines are necessary to reasonably manage the project and/or protect the environment.

Agenda Item # 36
October 20, 2026
(Anderson, Horhn)

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute any and all documents necessary to allow the Solid Waste Division of the Department of Public Works to apply for a grant of $100,000 from the Mississippi Department of Environmental Quality to fund the City's Waste Tire Recycling Program.

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
10/13/2016

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE SOLID WASTE DIVISION OF THE DEPARTMENT OF PUBLIC WORKS TO SUBMIT A GRANT APPLICATION TO THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR FUNDING THE CITY'S WASTE TIRE RECYCLING PROGRAM** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

10/13/16
DATE

Terry Williamson, *Legal Counsel* TSW

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 6, 2026

	POINTS	COMMENTS
1.	Brief Description/Purpose	**ORDER AUTHORIZING THE SOLID WASTE DIVISION OF THE DEPARTMENT OF PUBLIC WORKS TO SUBMIT A GRANT APPLICATION TO THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR FUNDING THE CITY'S WASTE TIRE RECYCLING PROGRAM**
2.	**Mayoral Priority Addressed** o Public Safety o Economic Development o Housing o Infrastructure o Education	Public Safety
3.	**Public Policy Initiative** o Youth & Education o Crime Prevention o Changes in City Government o Neighborhood Enhancement o Economic Development o Infrastructure and Transportation o Quality of Life	Neighborhood Enhancement and Quality of Life
4.	**Who/What will be affected & What are the benefits**	The purpose of this grant is to finance the collection of waste tires from residents, City rights-of-way, and open dump sites.
5.	o **Contract** o **Project** (Beginning date) (Completion date)	Existing Program
6.	**Location:** **Ward:** **CITYWIDE (yes or no) (area)** **Project limits if applicable**	Citywide
7.	**Action initiated by:** o **Mayor's Office** o **City Department** o Consultant	The Department of Public Works, Solid Waste Division
8.	**COST**	None
9.	**Source of Funding** o **General Fund** o **Enterprise** X **Grant** o **Bond** o **Other**	Mississippi Department of Environmental Quality (MDEQ) in the amount of $100,000

City of Jackson
Department of Public Works

To: Mayor John Horhn

From: Lorenzo Anderson, PE, Director of Public Works

Council Agenda Item Briefing Memo

Agenda Item:	**ORDER AUTHORIZING THE SOLID WASTE DIVISION OF THE DEPARTMENT OF PUBLIC WORKS TO SUBMIT A GRANT APPLICATION TO THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR FUNDING THE CITY'S WASTE TIRE RECYCLING PROGRAM**
Council Meeting:	Regular Council Meeting, October 20, 2026
Purpose:	To provide financing for the disposal with a recycler of collected waste tires from residents, city rights-of-way, and open dump sites.
Cost:	N/A
Project/Contract Type:	Grant
Funding Source:	Mississippi Department of Environmental Quality
DPW Manager:	Lakesha Weathers

Background: Attached is an agenda item for the City Council's consideration authorizing the Mayor to execute any and all documents necessary for the Solid Waste Division of the Department of Public Works to apply for a Waste Tire Grant in the amount of $100,000 from the Mississippi Department of Environmental Quality (MDEQ).

The Solid Waste Division has received this grant since 1995 and its purpose is to fund the *Waste Tire Recycling Program*. Waste Tires are often associated with open dump sites and can be a breeding ground for mosquitoes and rodents. Residents have the option to dispose of up to 10 tires per month at the City's landfill located in Byram, Mississippi, or to call our division to schedule a collection free of charge. In addition, the grant money is used for contractual fees associated with the recycling of waste tires.

Estimated Fees: N/A

Talking Points:

- The waste tire grant allows for the collection of tires from residents, City rights-of-way, and open dump sites.

- The waste tire program allows for the collection and proper disposal of tires which helps to minimize the breeding of mosquitoes and rodents and helps keep the City of Jackson is clean, aesthetically pleasing, and healthy for the citizens of Jackson.

- MS Tire Recycling, LLC collects the tires from the landfill in Byram, Mississippi, and recycles the tires into new products and materials.

37

OFFICE OF THE CITY ATTORNEY
10/8/2026

ORDER ACCEPTING THE BID OF STRIBLING EQUIPMENT, LLC FOR A CRAWLER DOZER FOR USE AT THE CITY OF JACKSON RUBBISH FACILITY (BID NO. 76585-060926)

WHEREAS, this order accepts a bid for a crawler dozer; and

WHEREAS, the Solid Waste Division of the Department of Public Works is in need of a new crawler dozer, commonly known as a bulldozer, for use at the City of Jackson Rubbish Facility to meet the facility's permit requirement to provide daily cover, which is a layer of soil applied at the end of each day to control odors, scavenging pests, and wind-blown trash; and

WHEREAS, the City received three (3) reverse auction bids for a crawler dozer on Tuesday, June 9, 2026; and

WHEREAS, the bid of Stribling Equipment, LLC, for a John Deere 850 P-Tier Construction Dozer, in the amount of $590,000.00, was the lowest bid received; and

WHEREAS, Stribling Equipment, LLC has its principal place of business at 415 HWY 49 S. Richland, Mississippi 39218; and

WHEREAS, the Purchasing Division of the Department of Administration and the Solid Waste Division, working together, determined that the bid of Stribling Equipment, LLC met the specifications in the Invitation for Bids; and

WHEREAS, the Department of Public Works asks that the governing authorities deem the bid submitted by Stribling Equipment, LLC for a John Deere 850 P-Tier Construction Dozer, in the amount of $590,000.00, to be the lowest and best bid received.

IT IS, THEREFORE, ORDERED that the reverse auction bid of Stribling Equipment, LLC, received June 9, 2026, for a John Deere 850 P-Tier Construction Dozer in the amount of $590,000.00, be accepted as the lowest and best bid received, it being determined that said bid met the specifications.

Agenda Item # 37
October 20, 2026
(Anderson, Horhn)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
10/19/20

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF STRIBLING EQUIPMENT, LLC FOR A CRAWLER DOZER FOR USE AT THE CITY OF JACKSON RUBBISH FACILITY (BID NO. 76585-060926)** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

10/14/20
DATE

Terry Williamson, *Legal Counsel*

CITY COUNCIL AGENDA ITEM DATA SHEET

October 20, 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF STRIBLING EQUIPMENT, LLC FOR A CRAWLER DOZER FOR USE AT THE CITY OF JACKSON RUBBISH FACILITY (BID NO. 76585-060926)**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Economic Development Infrastructure and Transportation Quality of Life
3.	**Who will be affected**	The City of Jackson and Hinds County
4.	**Benefits**	The crawler dozer is a critical piece of heavy equipment required to maintain compliance with Mississippi Department of Environmental Quality (MDEQ) regulations, ensure operational efficiency, and support the long-term sustainability of the landfill.
5.	**Schedule (beginning date)**	Equipment will be delivered in 120 to 150 days after acceptance of the bid.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	The crawler dozer will be used at the City of Jackson Rubbish Facility located near Byram, Mississippi, Hinds County. The City of Jackson Rubbish Facility serves the entire City of Jackson and Hinds County.
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	Public Works Department, Solid Waste Division
8.	**COST**	Total cost **$590,000.00**
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Solid Waste Enterprise Fund, **009-506.10-6872**

Revised 2-04

Department of Public Works

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

John Horhn
Mayor of the City of Jackson

Memorandum

To: Hon. John Horhn, Mayor

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

Date: October 2, 2026

Re: **Recommendation of Stribling Equipment, LLC**—Reverse Auction Bid No. 76585-060926, Opened June 9, 2026

This agenda item accepts a bid for a crawler dozer. The Solid Waste Division of the Department of Public Works is in need of a new crawler dozer, commonly known as a bulldozer, for use at the City of Jackson Rubbish Facility to meet the facility's permit requirement to provide daily cover, which is a layer of soil applied at the end of each day to control odors, scavenging pests, and wind-blown trash.

The Solid Waste Division recommends the bid of Stribling Equipment, LLC, 415 Highway 49 S, Richland, MS 39218, as the lowest and best bid for the purchase of a crawler dozer. Bids were opened on June 9, 2026. Three (3) bids were received: Puckett Machinery Company; His Leaf Logistics; and Stribling Equipment, LLC.

Stribling Equipment, LLC offered a John Deere 850 P-Tier Construction Dozer for $590,000.00. The Solid Waste Division and the Purchasing Division have determined that the equipment offered by Stribling Equipment, LLC meets all the specifications and is the lowest bid, $590,000.00

It is recommended that the governing authorities accept the bid of Stribling Equipment, LLC for a John Deere 850 P-Tier Construction Dozer, in the amount of $590,000.00

If you have any questions, please let me know.

Reverse Auction Bid Tabulation

City of Jackson, Mississippi

One (1) Crawler Dozer

Tuesday, June 9, 2026

Reverse Auction Start Date / Time	**10:00:00 AM**
Reverse Auction End Date / Time	**10:30:00 AM**

Bid Results			
Vendor	**Bid Price**		**Delivery Lead Time**
Stribling Equipment	$	590,000.00	120-150 days
Puckett Machinery	$	698,881.59	120 days
His Leaf Logistics	$	975,000.00	60 Days

Purchasing Division
200 South President Street – Suite 604
Jackson, MS 39212
(601) 960-1025 (Fax) (601) 960-1049

City of Jackson

Memorandum

From: Purchasing Division

Thru: Lakesha Weathers, Manager, Public Works Solid Waste

CC: Drew Martin, Interim Chief Administrative Officer

Date: October 1, 2026

Re: *Bid Number: Reverse Auction-76585-060926 /Crawler Dozer*

The attached bid and tabulations have been prepared by the Purchasing Division for the department/ division contact person as a guide to review the bid technical specifications. Bids were received on June 09,2026 as follows:

Vendor Name	TECHNICAL	
	YES	NO
Puckett Machinery Company	X	
Stribling Equipment	X	
His Leaf Logistics	X	

The source of funding is Account Number: 009.50610.6872

I have completed the technical review and appropriately marked the bids meeting ALL technical specifications

Signed (Department / Division Contact Person) Date:

Please attach a copy of Bid Recommendation.

38

ORDER AUTHORIZING THE EXECUTION OF SEVEN (7) COMMERCIAL SERVICES AGREEMENTS WITH INTEGRATED PEST CONTROL MAINTENANCE, LLC TO PROVIDE PEST CONTROL SERVICES AT SEVEN (7) FACILITIES MANAGED BY THE DEPARTMENT OF PUBLIC WORKS FOR THE 2027 FISCAL YEAR

OFFICE OF THE CITY ATTORNEY

WHEREAS, this Order authorizes the Mayor to sign seven (7) one-year agreements with Integrated Pest Control Maintenance, LLC for monthly pest control at seven (7) City buildings managed by the Department of Public Works, at a total cost of no more than $11,160.00; and

WHEREAS, Integrated Pest Control Maintenance, LLC satisfactorily treated these building in fiscal year 2026 and the Department of Public Works recommends continuing to use them for pest control at these seven (7) City facilities; and

WHEREAS, the following buildings are under the auspices of the Department of Public Works and need pest control services: Warren Hood Administration Building; Building Maintenance Division Office; City Hall; Old Fire Station (first floor only); the Municipal Garage; the Porter Building (first & second floors); and the Offices of Paved Streets Division, Bridges & Drainage Division, and Maintenance Supply Division; and

WHEREAS, pest control services are necessary for the facilities mentioned above to ensure the safety and well-being of the citizens, patrons, and employees of the City of Jackson; and

WHEREAS, Integrated Pest Control Maintenance, LLC (IPCM) proposed to provide the Department of Public Works with pest control services at the seven (7) facilities through separate contracts for each facility; and

WHEREAS, the Department of Public Works recommends that IPCM's commercial services agreements be approved with the cost and frequency of pest control services as follows:

1. Warren Hood Administration Building, 200 S. President St., shall be $225.00 per service. Service shall be monthly.
2. Building Maintenance Division Office, 658 S. Jefferson St., shall be $95.00 per service. Service shall be monthly.
3. City Hall, 219 S. President St., shall be $205.00 per service. Service shall be monthly.
4. Old Fire Station (first floor only), 201 S. President St., shall be $55.00 per service. Service shall be monthly.
5. Municipal Garage, 4225-C Michael Avalon St., shall be $95.00 per service. Service shall be monthly.
6. Porter Building (first & second floors), 218 S. President St., shall be $170.00 per service. Service shall be monthly.

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October 20, 2026
(Anderson, Horhn)

7. Offices of Paved Streets Division, Bridges & Drainage Division, and Maintenance Supply Division, 4225-B Michael Avalon St., shall be $85.00 per service. Service shall be monthly; and

WHEREAS, the terms of service in each of the contracts are as follows:

1. All services shall be performed by licensed and certified pest control operators in accordance with Mississippi state law and all applicable federal, state, and local regulations.

2. The Agreement does not cover carpenter ants, fire ants, fleas, mosquitoes, or bedbugs. Service for these pests requires a separate Agreement or Addendum.

3. Also, the Agreement does not cover brown recluse spiders, mold, or any mold-like conditions.

4. IPCM will invoice the City following each regular service. The Customer shall pay IPCM within forty-five (45) days following the receipt of the invoice. If the City fails to mail or otherwise deliver payment within forty-five (45) days following receipt of the invoice, the City shall be liable to IPCM, in addition to the amount of the invoice, for interest at a rate of one and one-half percent (1½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until payment is made.

5. An IPCM service representative shall provide the service monthly during the term of the Agreement.

6. IPCM representatives shall make additional visits and treatments as deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the City.

7. IPCM shall provide written service reports after each visit detailing the areas treated, pests targeted, materials used (including EPA registration numbers), and the name/license number of the technician performing the service.

8. The Agreement will expire after twelve (12) months and a new service agreement must be entered into.

9. Services may be cancelled at any time during the twelve-month service agreement upon thirty (30) days' notice of cancellation received by IPCM.

10. Either party may terminate the agreement for cause upon ten (10) days' written notice if the other party fails to perform its obligations and does not cure such failure within the notice period.

11. The materials used shall conform to federal, state, and local laws and ordinances and shall be acceptable to the City. The materials shall be used in accordance with the label and specifications.

12. IPCM shall provide safety data sheets (SDS) for all materials used and shall notify the City prior to application in areas occupied by vulnerable populations (including seniors).

13. Insurance coverage shall include general liability with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate, and workers' compensation coverage as required by law. The City shall be named as an additional insured on IPCM's liability policy.

14. IPCM warrants that its services will be performed in a professional and workmanlike manner. If target pests reappear within thirty (30) days after a treatment, IPCM shall re-treat the affected areas at no additional cost to the City.

15. IPCM shall defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or resulting from the negligent acts or omissions of IPCM, its employees, or agents in the performance of the agreement.

16. The City agrees to provide reasonable access to the premises during scheduled service times and shall take all necessary steps to prepare the areas for treatment, including securing food, pets, and sensitive equipment as instructed by IPCM.

17. The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. Any disputes arising hereunder shall be resolved in the courts located in the First Judicial District of Hinds County, Mississippi; and

WHEREAS, IPCM shall furnish to the City of Jackson a certificate of liability insurance coverage; and

WHEREAS, it is in the best interests of the City of Jackson that IPCM's Commercial Services Agreements be approved to ensure the safety and well-being of the citizens, patrons, and employees of the City of Jackson.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute IPCM's seven (7) Commercial Services Agreements to provide pest control services at the facilities identified in this Order beginning the first month of the 2027 Fiscal Year and that payments shall be made in accordance with the terms of the seven (7) agreements in an aggregate amount not to exceed $11,160.00 during the terms of the agreements; and

IT IS FURTHER ORDERED that the Mayor is authorized to execute any document(s) and/or agreement(s) that might be needed to effectuate this Order.

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
10/13/2026

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE EXECUTION OF SEVEN (7) COMMERCIAL SERVICES AGREEMENTS WITH INTEGRATED PEST CONTROL MAINTENANCE, LLC TO PROVIDE PEST CONTROL SERVICES AT SEVEN (7) FACILITIES MANAGED BY THE DEPARTMENT OF PUBLIC WORKS FOR THE 2027 FISCAL YEAR** is legally sufficient for placement in NOVUS Agenda.

Sandra D. Moncure

SONDRA MONCURE, SPECIAL ASSISTANT

10/13/26

DATE

Terry Williamson, *Legal Counsel*

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 13, 2026
DATE

(as revised 3/6/01)

	POINTS	COMMENTS
1.	**Brief Description / Purpose**	**ORDER AUTHORIZING THE EXECUTION OF SEVEN (7) COMMERCIAL SERVICES AGREEMENTS WITH INTEGRATED PEST CONTROL MAINTENANCE, LLC TO PROVIDE PEST CONTROL SERVICES AT SEVEN (7) FACILITIES MANAGED BY THE DEPARTMENT OF PUBLIC WORKS FOR THE 2027 FISCAL YEAR**
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	7. Quality of Life
3.	**Who will be affected**	Residents, patrons, and City employees and officials using the facilities being treated
4.	**Benefits**	Provides a pest-free environment
5.	**Schedule (beginning date)**	Upon Council approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Seven (7) City facilities: Warren Hood Administration Building; Building Maintenance Division Office; City Hall; Old Fire Station (first floor only); the Municipal Garage; the Porter Building (first & second floors); and the Offices of Paved Streets Division, Bridges & Drainage Division, and Maintenance Supply Division
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Department of Public Works
8.	**COST**	Total annual cost not to exceed $11,160.00
9.	**Source of Funding** ▪ **General Fund** ■ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	001.453.00.6419 001.451.24.6419 001.451.25.6419 001.456.10.6419

Department of Public Works

200 South President Street
Post Office Box 17
Jackson, MS 39205

John Horhn
Mayor of the City of Jackson

TO: Hon. John Horhn, Mayor

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

DATE: October 13, 2026

RE: **Order authorizing seven (7) agreements with Integrated Pest Control Maintenance, LLC for pest control services.**

Integrated Pest Control Maintenance, LLC will provide standard pest control services to the following facilities managed by the Department of Public Works:

Warren Hood Administration Building;
Building Maintenance Division Office;
City Hall;
Old Fire Station (first floor only);
Municipal Garage;
Porter Building (first & second floors); and
Offices of Paved Streets Division, Bridges & Drainage Division, and Maintenance Supply Division.

he Department of Public Works requests continued pest control treatment to provide maximum protection against, and minimum exposure to, pests such as cockroaches, ants, gnats, and flies.

The services will be provided monthly for a period of twelve (12) months at a total cost not to exceed $11,160.00 for all seven (7) facilities.

Integrated Pest Control Maintenance, LLC
P.O. Box 957, Jackson, Mississippi 39205-0957
North: 601-991-9522 South: 601-3721812

IPCM Standard Commercial Pest Control Services Agreement

Customer Name: City of Jackson, Mississippi Date: October 20, 2026
Billing Address: Department of Public Works, 200 S. President Street, Jackson, Mississippi 39202

I. INTENT

A. This Agreement is intended to constitute a mutual understanding between City of Jackson (the "Customer") and Integrated Pest Control Maintenance, LLC ("IPCM"), Mississippi Corporation whose principal place of business is located at199 McCarty Road, Byram, Mississippi 39272.

B. The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at Porter Building (first & second floors), 218 S. President St., Jackson, MS 39201.

II. SCOPE AND NATURE OF WORK

A. All services shall be performed by licensed and certified pest control operators in accordance with Mississippi state law and all applicable federal, state, and local regulations.

B. Service Exclusions.

1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover carpenter ants, fire ants, fleas, mosquitoes, or bedbugs. Service for these pests requires a separate Agreement or Addendum.

2. Additional Exclusions: This Agreement does not cover brown recluse spiders, mold, or any mold-like conditions.

III. PAYMENT TERMS

IPCM will invoice the Customer following each regular service. The Customer shall pay IPCM within forty-five (45) days following the receipt of the invoice. If the Customer fails to mail or otherwise deliver payment within forty-five (45) days following receipt of the invoice, the Customer shall be liable to IPCM, 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 payment is made.

III. SERVICE SCHEDULE

A. IPCM service representative shall service the Customer (service frequency) monthly.

B. IPCM representatives shall make additional visits and treatments as deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

C. IPCM shall provide written service reports after each visit detailing the areas treated, pests targeted, materials used (including EPA registration numbers), and the name/license number of the technician performing the service.

IV. SPECIAL INSTRUCTIONS

A. The cost of the services described herein shall be $170.00 per service. This Service Agreement will automatically cancel after 12 months and a new service agreement must be entered into.

B. Services may be cancelled at any time during the 12-month service agreement so long as a 30-day notice of cancellation has been received by IPCM.

C. Either party may terminate this agreement for cause upon ten (10) days' written notice if the other party fails to perform its obligations and does not cure such failure within the notice period.

V. MATERIALS

A. The materials used shall conform to Federal, State, and local laws and ordinances and shall be acceptable to the Customer.

B. The materials shall be used in accordance with the label and specifications.

C. IPCM shall provide safety data sheets (SDS) for all materials used and shall notify the Customer prior to application in areas occupied by vulnerable populations (including seniors).

VI. INSURANCE

Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

Such coverage shall include general liability with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate, and workers' compensation coverage as required by law. Customer shall be named as an additional insured on IPCM's liability policy.

VII. WARRANTIES / GUARANTEES

IPCM warrants that its services will be performed in a professional and workmanlike manner. If target pests reappear within thirty (30) days after a treatment, IPCM shall re-treat the affected areas at no additional cost to the Customer.

VIII. INDEMNIFICATION

IPCM shall defend, indemnify, and hold harmless the Customer, its officers, employees, and agents from and against any claims, damages, losses, and expenses (including reasonable attorney fees) arising out of or resulting from the negligent acts or omissions of IPCM, its employees, or agents in the performance of this agreement.

IX. ACCESS AND COOPERATION

The Customer agrees to provide reasonable access to the premises during scheduled service times and shall take all necessary steps to prepare the areas for treatment, including securing food, pets, and sensitive equipment as instructed by IPCM.

X. ASSIGNMENT

Neither party may assign this agreement without the prior written consent of the other party.

XI. GOVERNING LAW / DISPUTE RESOLUTION

This agreement shall be governed by and construed in accordance with the laws of the state of Mississippi. Any disputes arising hereunder shall be resolved in the courts located in the First Judicial District of Hinds County, Mississippi.

XII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and supersedes all prior discussions, representations, or agreements, whether oral or written.

Management Signature: Kenneth Breland Date: 10-8-26

Witness: Danny Williams Date: 10-8-26

Customer Signature: _____ Date: _____

Witness: _____ Date: _____

39

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO EXECUTE TASK ORDER NO. 4 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH INTEGRATED MANAGEMENT SERVICES, INC. FOR THE WESTBROOK ROAD BRIDGE REPLACEMENT PROJECT UNDER THE INFRASTRUCTURE MODERNIZATION PROGRAM

WHEREAS, the preceding City Council authorized the preceding Mayor to execute a professional engineering services agreement dated May 9, 2024 (the "Agreement") with Integrated Management Services, Inc. ("IMS") to identify, design, and oversee the construction of qualifying infrastructure projects using the proceeds of a bond issue secured by funds the City receives from the state Infrastructure Modernization Fund tax, with specific work authorized by task orders; and

WHEREAS, the preceding City Council also authorized the preceding Mayor to execute Task Order No. 1 under the Agreement, in an amount not to exceed $150,000.00, for initial preliminary engineering services, including identifying and prioritizing projects and developing the general schedule for the program; and

WHEREAS, by order adopted January 14, 2025, the preceding City Council authorized Task Order No. 2 for design engineering, advertising and bidding, and construction engineering and inspection services for creek clearing, bridge clearing, road resurfacing, and miscellaneous repair projects, in an amount not to exceed $2,134,880.00; and

WHEREAS, by order adopted January 27, 2026, the City Council authorized Task Order No. 3, which added street resurfacing projects, provided for repackaging and readvertising the projects, increased compensation by $370,000.00 to bring the total for Task Orders No. 2 and No. 3 to an amount not to exceed $2,504,880.00, and extended the term of the Agreement through March 30, 2027; and

WHEREAS, Bridge No. SA2500000000284, which carries Westbrook Road over Purple Creek in Ward 1, requires replacement, and the Department of Public Works recommends that the City replace it as a project under the Infrastructure Modernization Program, which includes reconstruction of bridges; and

WHEREAS, the project will be funded from the Infrastructure Modernization Fund, through bond proceeds or the semi-annual distributions of the Mississippi Department of Revenue, and no federal or State Aid funds will be used without a further amendment; and

WHEREAS, IMS has proposed, and the Department of Public Works has revised and recommends, Task Order No. 4 under the Agreement for the design, bidding, and construction engineering and inspection of the replacement bridge, under which IMS will perform the following services; and

WHEREAS, in Phase 1 (Preliminary Engineering), IMS will:

- collect and review existing plans, inspection reports, and load-rating records;
- perform topographic, hydraulic, and right-of-way surveys;
- perform a geotechnical investigation with a foundation report;
- perform hydraulic, hydrologic, and scour analyses and floodplain coordination;
- determine environmental and permit requirements;
- identify utilities, including JXN Water facilities; and

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(Anderson, Horhn)

- prepare a type, size, and location study of alternatives with cost estimates, which the City must approve before final design begins; and

WHEREAS, in Phase 2 (Design Engineering), IMS will:

- prepare preliminary (approximately 60%), final review (approximately 90%), and final sealed plans, specifications, and estimates incorporating;
- prepare right-of-way and easement plats for the City's acquisition;
- coordinate utility relocations;
- prepare and obtain the required permits, including any U.S. Army Corps of Engineers, Mississippi Department of Environmental Quality, and floodplain approvals;
- prepare a traffic control and detour plan; and
- prepare a design load rating, all in accordance with AASHTO, Office of State Aid Road Construction, and Mississippi Department of Transportation standards; and

WHEREAS, in Phase 3 (Advertising and Bidding), IMS will:

- prepare the advertisement in compliance with Section 31-7-13 of the Mississippi Code;
- conduct the pre-bid conference and prepare addenda;
- evaluate bids, including providing a signed and sealed bid tabulation and a recommendation of award;
- recommend award; and
- prepare conformed contract documents; and

WHEREAS, in Phase 4 (Construction Engineering and Inspection), IMS will:

- provide a full-time resident project representative on each day the contractor works;
- provide quality-assurance materials testing through an independent laboratory approved by the City;
- review submittals, RFIs, and pay applications;
- evaluate and recommend change orders, without authority to approve them or otherwise bind the City;
- monitor stormwater, traffic control, and permit compliance; and
- document contractor delays; and

WHEREAS, as part of Phase 4 closeout and warranty services, IMS will:

- perform substantial-completion and final inspections;
- prepare final quantities and the final pay estimate;
- collect the contractor's closeout documents;
- deliver record drawings in PDF and native CADD formats;
- prepare the final load rating and bridge inventory data;
- close out permits; and
- perform a warranty inspection approximately 11 months after substantial completion; and

WHEREAS, the City will designate a representative, furnish existing records, review submittals within the stated review periods, acquire any needed right-of-way and easements, furnish its front-end contract documents, and pay permit application fees and bid advertising costs; and

WHEREAS, IMS will perform the services within the durations stated in Task Order No. 4, measured from the City's Notice to Proceed, with construction estimated to be completed in late 2027 and the warranty inspection in approximately October 2028; and

WHEREAS, the term of the Agreement will be extended through December 31, 2028, solely for services under Task Order No. 4, without extending the time for performance of Task Orders No. 1, 2, or 3; and

WHEREAS, IMS will be compensated for Task Order No. 4 in a total amount not to exceed $120,000.00, as follows:

- a lump sum of $58,800.00 for preliminary engineering, design, and advertising and bidding, payable in five milestone payments upon the City's acceptance of the corresponding deliverables;
- an amount not to exceed $58,800.00 for construction engineering and inspection, closeout, and warranty services, billed hourly at fixed rates with supporting timesheets; and
- an amount not to exceed $2,400.00 for reimbursable expenses at actual cost, without markup and with receipts; and

WHEREAS, the hourly rates in Task Order No. 4 are fixed through completion of the task order, mileage may not exceed the Internal Revenue Service standard business mileage rate, and the 10% markup on reimbursable expenses in the Agreement does not apply to Task Order No. 4; and

WHEREAS, IMS may perform no additional services, and the compensation may not be increased, without a written amendment approved by the City Council, and IMS must notify the City when construction-phase billings reach 75% of the authorized amount; and

WHEREAS, Task Order No. 4 modifies the Agreement, for this project only, as follows:

- IMS must correct its errors and omissions at no cost and reimburse the City for increased construction costs caused by its failure to meet the professional standard of care.
- If the lowest responsive bid exceeds IMS's final estimate by more than 10%, IMS must redesign and support one rebid at no additional cost.
- The provision of the Agreement starting limitation periods at substantial completion does not apply.
- The City owns the plans and native CADD files upon payment for the services that produced them.
- IMS has no authority to approve change orders or otherwise bind the City; and

WHEREAS, before the Notice to Proceed, IMS must:

- identify its engineer of record, project manager, and resident project representative;
- obtain the City's approval of its subconsultants;
- furnish current certificates of insurance, and IMS must maintain professional liability coverage for three years after final completion; and

WHEREAS, IMS must identify any clearing work on Bridge No. SA2500000000284 included in the bridge-clearing package under Task Orders No. 2 and No. 3, and remove that work from the package, so that the City does not pay to clear a bridge scheduled for replacement; and

WHEREAS, with Task Order No. 4, the total compensation authorized under the Agreement will be $2,774,880.00, consisting of $150,000.00 for Task Order No. 1, $2,134,880.00 for Task Order No. 2, $370,000.00 for Task Order No. 3, and $120,000.00 for Task Order No. 4; and

WHEREAS, except as provided in Task Order No. 4, the terms and conditions of the Agreement and Task Orders No. 1, 2, and 3 remain in full force and effect;

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Task Order No. 4 to the Professional Engineering Services Agreement with Integrated Management Services, Inc. for the Westbrook Road Bridge Replacement Project, in an amount not to exceed $120,000.00, consistent with the terms set forth in this Order.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
10/15/2026

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE TASK ORDER NO. 4 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH INTEGRATED MANAGEMENT SERVICES, INC. FOR THE WESTBROOK ROAD BRIDGE REPLACEMENT PROJECT UNDER THE INFRASTRUCTURE MODERNIZATION PROGRAM** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

10/15/26
DATE

Terry Williamson, *Legal Counsel*

Task Order No. 4

This is Task Order No. 4, consisting of 18 pages, including Attachments A, B, and C.

Appendix 1 to Exhibit A — Task Order No. 4

Westbrook Road Bridge Replacement (Bridge No. SA2500000000284)

In accordance with paragraph 1.01 of the Agreement Between Owner and Engineer dated May 9, 2024 (the "Agreement"), between the City of Jackson, Mississippi, a municipal corporation ("Owner"), and Integrated Management Services, Inc., 126 East Amite Street, Jackson, Mississippi 39201 ("Engineer"), Owner and Engineer agree as follows.

Recitals

A. Owner and Engineer executed Task Order No. 1 on May 9, 2024, for initial preliminary engineering under the Agreement.

B. The City Council, by order adopted January 14, 2025, authorized Task Order No. 2 for design, advertising and bidding, and construction engineering and inspection services, in an amount not to exceed $2,134,880.00.

C. The City Council, by order adopted January 27, 2026, authorized Task Order No. 3. It increased compensation under Task Orders No. 2 and No. 3 by $370,000.00, to a combined amount not to exceed $2,504,880.00, and extended the term of the Agreement through March 30, 2027.

D. Owner desires to replace Bridge No. SA2500000000284 on Westbrook Road over Purple Creek in Ward 1. The bridge is a Specific Project within the Program, which includes reconstruction of bridges.

E. The City Council, by order adopted [_____], 2026, authorized the Mayor to execute this Task Order No. 4.

1. Specific Project Data

A. Title. Westbrook Road Bridge Replacement — Phase 1 (Preliminary Engineering), Phase 2 (Design Engineering), Phase 3 (Advertising and Bidding), and Phase 4 (Construction Engineering and Inspection, including Closeout and Warranty Services), as those phases are described in Exhibit A to the Agreement and in Attachment A to this Task Order.

B. Project. Replacement of existing Bridge No. SA2500000000284, carrying Westbrook Road over Purple Creek in Ward 1 of the City of Jackson (the "Project"). The Project includes the following:

- demolition and removal of the existing bridge;
- construction of the replacement structure;
- roadway approach and drainage improvements;
- erosion and sediment control;
- traffic control during construction;
- pavement markings and signage; and
- all incidental work needed for a complete and functional bridge.

C. Funding Source. The Project is funded from the Infrastructure Modernization Fund, through bond proceeds or the Mississippi Department of Revenue's semi-annual distributions. No federal or State Aid funds are included. If Owner later proposes to use federal or State Aid funds, the parties shall first amend this Task Order to meet that funding source's requirements, as paragraph 5.11.F of the Agreement contemplates.

D. Design Standards. The replacement bridge and approaches shall be designed in accordance with the latest editions of:

- the AASHTO LRFD Bridge Design Specifications;
- the Mississippi Office of State Aid Road Construction (OSARC) standards, used as design criteria;
- the Mississippi Department of Transportation Standard Specifications for Road and Bridge Construction; and
- all other applicable federal, state, and local laws and regulations.

2. Services of Engineer

Engineer shall perform the following services as described in Exhibit A to the Agreement and in Attachment A to this Task Order:

1. Phase 1 — Preliminary Engineering
2. Phase 2 — Design Engineering
3. Phase 3 — Advertising and Bidding
4. Phase 4 — Construction Engineering and Inspection, including Closeout and Warranty Services

If Exhibit A and Attachment A conflict as to the Project, Attachment A controls. Engineer shall not begin Phase 2 until Owner has approved the Phase 1 type, size, and location study in writing.

3. Deliverables

Engineer shall deliver the following. Each plan sheet and report requiring professional certification shall be sealed by a professional engineer licensed in Mississippi. Unless otherwise stated, each deliverable shall be furnished in searchable PDF and, for drawings, in native CADD format.

No.	Deliverable	Phase
1	Kickoff meeting minutes and project management plan	1
2	Topographic and right-of-way survey	1
3	Geotechnical report with boring logs and foundation recommendations	1
4	Hydraulic, hydrologic, and scour report, with floodplain determination and any required	1

No.	Deliverable	Phase
	no-rise certification or CLOMR submittal	
5	Environmental review and permit determination memorandum	1
6	Type, size, and location study with alternatives, recommendation, and engineer's opinion of probable construction cost	1
7	Preliminary plans (approximately 60%), with updated estimate	2
8	Right-of-way and temporary construction easement plats and legal descriptions, if needed	2
9	Final review plans and specifications (approximately 90%), with updated estimate and written responses to Owner comments	2
10	Permit applications, and the permits or authorizations issued	2
11	Traffic control plan	2
12	Design load rating for the new structure	2
13	Final sealed plans, specifications, and bid documents (PS&E), with final engineer's estimate	2
14	Advertisement, addenda, bid tabulation, bid evaluation, and recommendation of award	3
15	Conformed contract documents	3
16	Preconstruction conference minutes, daily inspection	4

No.	Deliverable	Phase
	reports, photographs, and monthly progress reports	
17	Materials testing reports	4
18	Submittal and RFI logs; change-order evaluations and recommendations	4
19	Recommendations on contractor pay applications	4
20	Substantial-completion and final inspection reports, with punch lists	4
21	Final quantities, final pay estimate, and contractor closeout documents	4
22	Record drawings in PDF and native CADD	4
23	Final load rating and bridge inventory data	4
24	Permit closeout documents and final project report	4
25	Warranty inspection report	4

4. Owner's Responsibilities

Owner's responsibilities for this Task Order are limited to the following. They supersede, for the Project only, any broader statement of Owner's responsibilities in Article 2 of the Agreement or in Task Order No. 1.

1. Designate a representative to act for Owner on this Task Order.
2. Furnish existing plans, inspection reports, load-rating records, maintenance records, and utility records for the bridge that are in Owner's possession.
3. Review and comment on each submittal within the review periods in Attachment B.
4. Acquire any right-of-way or temporary construction easements, using the plats and descriptions Engineer prepares.
5. Pay permit application fees and the cost of publishing advertisements for bids.
6. Provide right of entry onto City property and assist Engineer in obtaining entry onto private property.

7. Present Engineer's recommendations to the City Council for action, including award of the construction contract and any change orders.

5. Times for Rendering Services; Term

A. Schedule. Engineer shall perform the services within the durations stated in Attachment B, measured from Owner's written Notice to Proceed. Engineer shall deliver an updated schedule with each monthly invoice. Paragraph 3.02 of the Agreement governs adjustments for delay.

B. Term. The term of the Agreement is extended through December 31, 2028, solely for services under this Task Order No. 4. This extension does not extend the time for performance of Task Orders No. 1, 2, or 3. Paragraph 5.05.B.3 of the Agreement (non-appropriation) continues to apply in each fiscal year.

6. Compensation

Owner shall compensate Engineer for this Task Order as stated in Attachment C, in a total amount not to exceed **$120,000.00.** This amount may not be increased without a written amendment approved by the City Council. Engineer shall invoice monthly under paragraph 5.01 of the Agreement and Attachment C.

7. Key Personnel and Subconsultants

A. Key personnel. Engineer shall assign the following individuals. Engineer shall not replace any of them without Owner's prior written approval of a replacement with equal or better qualifications.

Role	Name
Engineer of Record (Mississippi P.E.)	[_____]
Project Manager (Mississippi P.E.)	[_____]
Resident Project Representative	[_____]

B. Subconsultants. Before any subconsultant begins work, Engineer shall identify it to Owner and obtain Owner's approval under paragraph 5.01.C of the Agreement. This applies to any subconsultant for surveying, geotechnical investigation, or environmental services. Materials Test shall be provided by the Contractor as a term of the Construction Contract. Engineer remains responsible for each subconsultant's work.

C. Equal Business Opportunity. Paragraph 5.12 of the Agreement does not apply to this Task Order.

8. Other Modifications to Agreement

The following modifications apply only to services under this Task Order No. 4.

A. Errors and omissions. In addition to its obligations under paragraph 5.01.B of the Agreement, Engineer shall, at no cost to Owner:

1. correct any error, omission, or deficiency in its services; and

2. reimburse Owner for any increase in construction cost that results from an error or omission in Engineer's plans, specifications, or other services, to the extent caused by Engineer's failure to meet the standard of care in paragraph 5.01.A.

The reimbursement excludes the cost of work that the Project would have required had it been shown correctly in the first place. Owner may set off amounts owed under this paragraph against payments due Engineer.

B. Bids exceeding estimate. If the lowest responsive and responsible bid exceeds Engineer's final opinion of probable construction cost by more than 10%, Owner may require Engineer, at no additional cost, to:

1. revise the plans and specifications, in consultation with Owner, to reduce the cost of construction; and
2. perform Phase 3 services for one rebid.

This paragraph does not apply to the extent the excess results from changes Owner directs after accepting the final PS&E.

C. Accrual of claims. Paragraph 5.11.E of the Agreement does not apply to claims arising out of services under this Task Order.

D. Documents. Notwithstanding paragraph 5.03 of the Agreement:

1. Each document prepared under this Task Order becomes Owner's property when Owner pays for the services that produced it.
2. Native CADD files and record drawings are deliverables, not convenience copies.
3. Owner may use and modify the documents to operate, maintain, inspect, repair, and rehabilitate the Project without further notice to or consent of Engineer.
4. Engineer has no liability for Owner's reuse of the documents on other projects without Engineer's involvement.

E. Authority during construction. Engineer has no authority to approve or execute change orders, extend contract time, accept defective work, waive contract requirements, or otherwise bind Owner. Engineer shall evaluate and recommend; Owner and, where required, the City Council decide. Paragraphs 5.01.E through 5.01.G of the Agreement continue to apply.

F. Additional services; overruns.

1. Engineer shall perform no Additional Services, and Owner shall owe no compensation beyond the amounts in Attachment C, unless authorized by a written amendment approved by the City Council under paragraphs 1.01.C and 1.02 of the Agreement. Services performed without that authorization are at Engineer's risk.
2. Engineer shall notify Owner in writing when Phase 4 billings reach 75% of the Phase 4 not-to-exceed amount, with an estimate of the cost to complete.

G. Rates. The rates in Table C-3 of Attachment C are fixed through completion of this Task Order. For this Task Order only, they supersede Appendices 1 and 2 to Exhibit C of the Agreement.

H. Bridge-clearing coordination. Within 30 days after the Notice to Proceed, Engineer shall identify in writing any work on Bridge No. SA2500000000284 included in the bridge-clearing package under Task Orders No. 2 and No. 3. Engineer shall remove that work from the package before it is advertised or awarded.

I. Insurance. Before the Notice to Proceed, Engineer shall furnish current certificates of insurance meeting Exhibit G of the Agreement, naming Owner as an additional insured on the general liability policy. Engineer shall maintain professional liability coverage meeting Exhibit G for at least three years after final completion of the Project.

J. Order of precedence. If this Task Order conflicts with the Agreement, this Task Order controls as to the Project. In all other respects, the Agreement as previously amended remains in full force and effect.

9. Attachments

- Attachment A — Scope of Services
- Attachment B — Schedule
- Attachment C — Compensation

10. Documents Incorporated by Reference

- The Agreement, including its Exhibits, as amended by Task Orders No. 1, 2, and 3
- The City Council order authorizing this Task Order No. 4

11. Effective Date and Authorization

This Task Order is part of the Agreement. Its Effective Date is the date it is signed by Owner, following approval by the City Council. Engineer shall begin performance only upon receipt of Owner's written Notice to Proceed. The Notice to Proceed shall not issue until Owner has received the insurance certificates and approved the subconsultants as required by Sections 7 and 8.

[This space intentionally left blank. Signatures appear on next page.]

WITNESS our signatures on the dates written below.

OWNER: CITY OF JACKSON, MISSISSIPPI

By: _____

John A. Horhn, Mayor

Date: _____

ATTEST:

By: _____

City Clerk

ENGINEER: INTEGRATED MANAGEMENT SERVICES, INC.

By: _____

Tommy Avant, P.E., Corporate Vice President of Engineering

Date: _____

Witness: _____

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Attachment A — Scope of Services

Engineer shall perform all professional engineering services necessary to replace Bridge No. SA2500000000284, including the following.

Phase 1 — Preliminary Engineering

1. **Kickoff.** Within 10 days after the Notice to Proceed, conduct a kickoff meeting with Owner. Deliver minutes and a project management plan covering team, communications, QA/QC, and schedule.
2. **Data collection.** Obtain and review existing plans, the most recent bridge inspection reports, load-rating and posting records, scour evaluations, maintenance records, and utility records. Identify data gaps.
3. **Survey.** Perform topographic, hydraulic cross-section, and right-of-way surveys sufficient for design.
4. **Geotechnical investigation.** Perform soil borings at each proposed substructure location, or at the number and locations the geotechnical engineer of record determines necessary, with laboratory testing. Deliver a sealed geotechnical report with foundation recommendations.
5. **Hydraulics, hydrology, and scour.** Perform hydrologic and hydraulic analysis of Purple Creek at the crossing and a scour analysis. Determine the effective FEMA floodplain and floodway designation, and coordinate with Owner's floodplain administrator. Prepare any no-rise certification or CLOMR submittal required.
6. **Environmental review.** Determine whether jurisdictional waters, wetlands, protected species, or cultural resources are affected, and which permits are required. Deliver the determination as a memorandum.
7. **Utilities.** Identify all utilities in the Project area, including JXN Water facilities and private utilities, and notify their owners.
8. **Type, size, and location study.** Evaluate reasonable alternatives, including bridge versus culvert, span arrangement, roadway width, and full closure with detour versus staged construction. For each, give an opinion of probable construction cost and a recommendation. Present the study to Owner. No Phase 2 work may begin until Owner approves the study in writing.
9. **Stakeholders.** Conduct one public or stakeholder meeting if Owner requests it.

Phase 2 — Design Engineering

1. **Design.** Design the bridge, approaches, guardrail and transitions, drainage, erosion and sediment control, signage, and pavement markings in accordance with Section 1.D.
2. **Preliminary plans (~60%).** Submit preliminary plans with quantities and an updated opinion of probable construction cost.
3. **Final review plans (~90%).** Submit final review plans and specifications with an updated estimate and written responses to all Owner comments.
4. **Final PS&E.** Submit sealed final plans, specifications, bid form, and final engineer's estimate. The specifications must incorporate the MDOT Standard Specifications and the provisions required by paragraph 5.07.C of the Agreement.
5. **Right-of-way.** Prepare plats and legal descriptions for any additional right-of-way or temporary construction easements needed. Owner will acquire them.

6. **Utility coordination.** Coordinate relocations with JXN Water and private utilities, and show relocations on the plans. Identify any relocation cost Owner must bear, and recommend how to handle it.
7. **Permits.** Prepare and submit all required permit applications, including any USACE Section 404 authorization, MDEQ Section 401 water quality certification, MDEQ construction stormwater coverage, and floodplain approvals. Prepare the SWPPP. Obtain the permits before advertisement unless Owner agrees otherwise in writing.
8. **Traffic control.** Prepare a traffic control plan. Coordinate it with Owner, emergency services, and (if necessary) school transportation providers.
9. **Load rating.** Prepare a design load rating for the new structure.
10. **Quality control.** Perform a QA/QC and constructability review before each submittal.

Phase 3 — Advertising and Bidding

1. Prepare the advertisement for bids. Coordinate with Owner's procurement staff so advertisement and bidding comply with Miss. Code Ann. § 31-7-13 and Owner's procedures.
2. Conduct a pre-bid conference, answer bidder questions, and prepare addenda for Owner's approval.
3. Attend the bid opening. Prepare a bid tabulation and evaluate bids for responsiveness, bidder responsibility, and bonds.
4. Deliver a signed and stamped bid tab, and a written recommendation of award.
5. Prepare conformed contract documents. Review the contractor's bonds and insurance, and assist with execution.

Phase 4 — Construction Engineering and Inspection

1. **Preconstruction.** Conduct the preconstruction conference and deliver minutes.
2. **Resident Project Representative.** Provide a qualified resident project representative on site full time on every day the contractor performs work. Coverage must include all foundation work, pile driving, reinforcing steel placement, and concrete placement.
3. **Materials testing.** Review and provide the reports prepared by Contractor's materials testing laboratory.
4. **Submittals and RFIs.** Review shop drawings and submittals, and respond to RFIs, within 10 working days. Maintain logs of both.
5. **Records.** Maintain daily inspection reports, photographs, and weather and workforce records. Deliver monthly progress reports.
6. **Meetings.** Conduct monthly progress meetings, and monitor the contractor's schedule.
7. **Pay applications.** Review the contractor's pay applications and recommend payment within 7 days after receipt.
8. **Changes.** Evaluate proposed changes and claims, and recommend action to Owner with cost and time analysis. Engineer may not approve them.
9. **Compliance monitoring.** Monitor compliance with the SWPPP, the traffic control plan, and permit conditions.
10. **Delay documentation.** Document contractor delays to support any assessment of liquidated damages.

Phase 4 — Closeout and Warranty Services

1. Perform the substantial-completion inspection, prepare the punch list, and recommend the certificate of substantial completion.
2. Perform the final inspection, and verify completion of the punch list.
3. Prepare final quantities and the final pay estimate.
4. Collect and review the contractor's closeout documents, including consent of surety, payment affidavits, warranties, and as-built information.
5. Deliver record drawings in PDF and native CADD within 30 days after final completion.
6. Prepare the final load rating and inventory data for the new structure, and coordinate updating of the bridge inventory record.
7. Close out all permits, and deliver a final project report.
8. About 11 months after substantial completion, inspect the Project with Owner and the contractor. Deliver a written report of warranty deficiencies, and verify their correction.

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Attachment B — Schedule

Durations are calendar days unless stated otherwise. Each duration runs from the end of the preceding activity. The estimated dates assume a Notice to Proceed on December 1, 2026, and are for planning only. Owner's review periods do not count against Engineer's durations.

Activity	Responsible	Duration	Estimated completion
Kickoff meeting	Engineer and Owner	10 days from NTP	Dec. 11, 2026
Phase 1 complete; type, size, and location study submitted	Engineer	60 days from NTP	Jan. 30, 2027
Review and approval of study	Owner	14 days	Feb. 13, 2027
Preliminary plans (~60%) submitted; permit applications filed	Engineer	45 days	Mar. 30, 2027
Review of preliminary plans	Owner	14 days	Apr. 13, 2027
Final review plans and specifications (~90%) submitted	Engineer	30 days	May 13, 2027
Review of final review plans	Owner	14 days	May 27, 2027
Final PS&E submitted; permits obtained	Engineer	14 days	June 10, 2027
Advertisement, bid opening, evaluation, recommendation, and Council award	Engineer and Owner	60 days	Aug. 9, 2027
Contract execution and contractor Notice to Proceed	Owner	20 days	Aug. 30, 2027
Construction	Contractor (CE&I by Engineer)	Contract time, estimated 60 working days	Late Nov. 2027

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Activity	Responsible	Duration	Estimated completion
Closeout and record drawings	Engineer	30 days after final completion	Late Dec. 2027
Warranty inspection	Engineer and Owner	About 11 months after substantial completion	Oct. 2028

Permit agency review times are outside Engineer's control. If a permit delays advertisement despite Engineer's timely and complete application, the schedule adjusts under paragraph 3.02.B of the Agreement without an increase in compensation.

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Attachment C — Compensation

Table C-1 — Compensation Summary

Item	Services	Payment method	Amount
1	Phases 1, 2, and 3: preliminary engineering, design, and advertising and bidding, including survey, geotechnical investigation, H&H and scour analysis, environmental review, and permitting	Lump sum, paid by milestone (Table C-1A)	$58,800.00
2	Phase 4: construction engineering and inspection, closeout, and warranty services, including full-time resident project representative and quality-assurance materials testing	Hourly at Table C-3 rates, not to exceed	$58,800.00
3	Reimbursable expenses	Actual cost, no markup, with receipts, not to exceed	$2,400.00
	Total, not to exceed		**$120,000.00**

The lump sum in Item 1 includes all labor, overhead, profit, subconsultant charges, and equipment for Phases 1 through 3. Owner may reallocate unused amounts between Items 2 and 3 in writing, but the total may not be exceeded without City Council approval.

Table C-1A — Lump-Sum Milestone Payments (Item 1)

Milestone	Share	Amount
Owner approves the type, size, and location study	20%	$11,760.00
Owner accepts preliminary plans (~60%)	25%	$14,700.00

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Milestone	Share	Amount
Owner accepts final review plans and specifications (~90%)	25%	$14,700.00
Owner accepts final PS&E, and required permits are obtained	15%	$8,820.00
Engineer delivers bid evaluation, recommendation of award, and conformed contract documents	15%	$8,820.00
Total	**100%**	**$58,800.00**

Engineer may invoice each milestone in the monthly invoice following Owner's written acceptance. If the Agreement or this Task Order is terminated before a milestone is reached, payment for partially completed work is limited to the reasonable value of the work completed, documented by hours expended and supported deliverables. That payment may not exceed the amount of the next milestone.

Phase 4 Billing (Item 2)

1. Engineer shall invoice monthly for hours actually worked at the Table C-3 rates. Each invoice must include timesheets by individual and classification, and the corresponding daily reports.
2. Travel time between Engineer's Jackson office and the Project site is billable at hourly rates only for Phase 4 services.
3. Paragraph 8.F of this Task Order governs any extension of construction beyond the contract time and any overrun.

Table C-2 — Man-Hour Budget (to be completed by Engineer before execution)

Paragraph 1.01.B of the Agreement requires this budget.

Classification	Phase 1 (hrs)	Phase 2 (hrs)	Phase 3 (hrs)	Phase 4 (hrs)	Total (hrs)
Principal	[hrs]	[hrs]	[hrs]	[hrs]	[hrs]
Senior Project Manager / Group Manager	[hrs]	[hrs]	[hrs]	[hrs]	[hrs]
Project Manager	[hrs]	[hrs]	[hrs]	[hrs]	[hrs]
Senior Project Engineer	[hrs]	[hrs]	[hrs]	[hrs]	[hrs]
Project Engineer II	[hrs]	[hrs]	[hrs]	[hrs]	[hrs]

Classification	Phase 1 (hrs)	Phase 2 (hrs)	Phase 3 (hrs)	Phase 4 (hrs)	Total (hrs)
Engineer Intern II	[hrs]	[hrs]	[hrs]	[hrs]	[hrs]
CADD Technician II	[hrs]	[hrs]	[hrs]	[hrs]	[hrs]
Professional Land Surveyor	[hrs]	[hrs]	[hrs]	[hrs]	[hrs]
Survey Crew (specify)	[hrs]	[hrs]	[hrs]	[hrs]	[hrs]
Construction Rep II (Resident Project Representative)	[hrs]	[hrs]	[hrs]	[hrs]	[hrs]
Administrative II	[hrs]	[hrs]	[hrs]	[hrs]	[hrs]
Subconsultants (geotechnical, testing, environmental) — cost	[$]	[$]	[$]	[$]	[$]

Table C-3 – Rate Schedule

These rates are fixed through completion of this Task Order (paragraph 8.G).

Classification / Position	Rate per hour
Principal	$316.00
Regional Manager	$268.00
Senior Project Manager / Group Manager	$243.00
Project Manager	$164.00
Senior Project Engineer	$164.00
Project Engineer II	$164.00
Project Engineer I	$130.00

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Classification / Position	Rate per hour
Engineer Intern II	$113.00
Engineer Intern I	$107.00
Engineering Assistant II	$96.00
Engineering Assistant I	$85.00
Planning Designer	$96.00
GIS Analyst	$96.00
Administrative II	$99.00
Administrative I	$85.00
CADD Technician II	$100.00
CADD Technician I	$85.00
Construction Rep II	$96.00
Construction Rep I	$85.00
Professional Land Surveyor	$142.00
Surveying Supervisor	$124.00
Survey Crew — Two Man	$169.00
Survey Crew — Two Man (GPS)	$203.00
Survey Crew — Three Man	$214.00
Survey Crew — Four Man	$242.00
IT Manager	$124.00

Survey crew rates include total stations with data collectors, survey vehicle, and standard survey equipment.

Expenses (Item 3) and equipment:

Item	Rate
CADD/GIS equipment	$45.00 per hour
Four-wheeler	$50.00 per day
Mileage	$0.725 per mile, not to exceed the IRS standard business mileage rate in effect when incurred

DRAFT

Item	Rate
Photocopies, black and white, letter and legal	$0.30 per copy
Photocopies, black and white, 11 x 17	$0.60 per copy
Photocopies, black and white, 12 x 18	$0.75 per copy
Photocopies, black and white, 22 x 34	$0.90 per copy
Photocopies, black and white, 24 x 36	$1.05 per copy
Photocopies, color	$3.00 per copy
Other reimbursable expenses	Actual cost, no markup, with receipts

For this Task Order only, this schedule supersedes Appendices 1 and 2 to Exhibit C of the Agreement, including the 10% markup on reimbursable expenses.

DRAFT

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH INTEGRATED MANAGEMENT SERVICES, INC. FOR INFRASTRUCTURE MODERNIZATION PROGRAM.

WHEREAS, the City of Jackson has issue bonds secured by the Infrastructure Modernization Tax, pursuant to Section 27-67-35 1(a) of the Mississippi Code of 1972; and

WHEREAS, the City of Jackson selected Integrated Management Services, Inc. as the engineer to design projects to be constructed using the bond funds and to provide other associated engineering services related to construction; and

WHEREAS, the Department of Public Works proposes that the City enter into a Professional Engineering Services Agreement with Integrated Management Services, Inc. for an initial term of two years, which may be amended upon the approval of the governing authorities; and

WHEREAS, the Agreement will be a task order agreement wherein each task will order will authorize the scope of work, the compensation, and the term of each phase of the work under the Agreement; and

WHEREAS, the City of Jackson wishes to initiate the Infrastructure Modernization program by issuing Task Order No. 1 to the Agreement to provide initial preliminary engineering services, including, but not limited to, developing the general schedule for the program, identifying projects the governing authorities desire to see constructed using the bond funds, prioritizing the design of the identified projects, and developing estimated design costs for such projects; and

WHEREAS, compensation under Task Order No. 1 shall not exceed $150,000.00 without further authorization by the governing authorities and will be for a term no to exceed six (6) months without an amendment to the task order by the governing authorities; and

WHEREAS, the Agreement contemplates that following Task Order No. 1, the governing authorities will approve one or more task orders to provide for the secondary preliminary engineering, design engineering, and construction engineering and inspection for projects identified by the governing authorities under Task Order No. 1.

WHEREAS, the terms and conditions of the Agreement are the City of Jackson form professional engineering services agreement.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a Professional Engineering Services Agreement with Integrated Management Services, Inc. for the Infrastructure Modernization Program, which will have an initial term of two years and will be a task order agreement.

IT IS FURTHER ORDERED that the Mayor is authorized to execute Task Order No. 1 of the Professional Engineering Services Agreement with Integrated Management Services, Inc.

in an amount not to exceed $150,000.00 and with a term not to exceed six (6) months to provide the engineering services set forth above.

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

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

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on April 23, 2024. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

AGREEMENT
BETWEEN OWNER AND ENGINEER

THIS IS AN AGREEMENT effective as of " Effective Date" between
The City of Jackson Mississippi, a municipal corporation ("Owner") and
Integrated Management Services, Inc. ("Engineer").

Owner has begun a program of *infrastructure improvements primarily for A) repair, maintenance and/or reconstruction of roads, streets, and bridges; and B) storm water and drainage management* ("Program"). Owner hereby engages Engineer to assist Owner with the professional engineering and technical services as set forth in this Agreement. This Agreement sets forth the general terms and conditions that shall govern the relationships and performance of Owner and Engineer with respect to the Program.

Owner and Engineer agree as follows:

ARTICLE 1 – *SERVICES OF ENGINEER*

1.01 *Scope*

A. The Basic Services to be provided by Engineer include those services set forth in Exhibit A, "Engineer's Services."

B. The determination of the specific tasks necessary to execute all of the services described in the contract will be agreed to by the Owner and Engineer periodically throughout the duration of the contract, subject to the approval of the Owner's Governing Authorities. Owner's authorization of the specific tasks necessary to execute the contract shall be given in a Task Order, which shall include the tasks to be performed, man-hours budgeted, the total for cost or compensation terms, the performance timeline, and the deliverables to be provided. Task Order Number 1 is attached as Appendix 1 to Exhibit A.

C. If Owner and Engineer mutually agree that Engineer shall provide additional or other services related to the Program, any such mutual agreement shall be set forth in a written amendment to this Agreement, which shall specify the scope of services to be provided, the compensation to be paid, the time for performance, and any other terms applicable.

1.02 *Compensation*

A. Compensation for the initial Task Order No. 1, shall not exceed $150,000.00. Compensation for each following Task Order will be authorized by the Governing Authorities.

ARTICLE 2 – OWNER'S AND ENGINEER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall:

1 Oversee and monitor the performance of the Engineer to ensure that it performs its obligations in a satisfactory manner and consistent with the required work plan as approved by the Owner.

2. Provide the necessary general direction, criteria, requirements and broad management coordination required to execute the Program.

3. Compensate the Engineer as negotiated and as set forth in Exhibit C upon the satisfactory completion of services performed.

4. Designate an individual or individuals who shall have the authority to act on behalf of the Owner under this Agreement and who shall be responsible for day-to-day communication between the Owner and the Engineer.

5. Provide timely information with respect to Owner's requirements relative to the overall program schedule, requests for information, the Program budget as well as timely notification of modifications to the same.

6. To the extent such data and information is available and deemed relevant to the Program and the Engineer's scope of services by the Owner, the Owner shall furnish to the Engineer information in Owner's possession, including studies, surveys, maps, drawings, photographs, test results, reports, condition assessments, comprehensive or master plans performed for roads, bridges, drainage, water and sewer infrastructure systems, and data relative to previous designs or investigations at or adjacent to all identified infrastructure improvement project sites.

7. Assist the Engineer in arranging for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services.

8. Provide reasonable assistance to Engineer in securing the release of documents and information held by private entities and by public agencies and like bodies as needed in the course of the Program.

9. Review all proposals, alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

10. Advise Engineer of the identity and scope of services of any independent consultants, designers, contractors, or construction managers employed by Owner to perform or furnish services in regard to municipal sales tax funded infrastructure improvement projects, and define and set forth the duties, responsibilities, and limitations of authority of such other parties and the relation thereof to the duties, responsibilities, and authority of Engineer.

11. Furnish all Owner's standard documents and procedures required to facilitate the Engineer's required services and implementation of the Program.

12. Furnish, as necessary, environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies and other special data or consultations not covered in this document.

13. Cover all costs incident to compliance with the requirements of the Owner's responsibilities.

14. Provide, as may be required for the Program: 1 Accounting, bond and financial advisory, independent and insurance counseling services; 2. Such legal services as Owner may require or Engineer may reasonably request with regard to legal issues pertaining to the Infrastructure Program, including any that may be raised by professional service providers or construction contractors that have used moneys paid on account of their Contract Price; 3. All accounting, budgeting, financial records to track expenditures for the Program.

B The Owner's Engineer shall:

1. Provide programmatic, planning and engineering services to facilitate delivery of all municipal infrastructure projects as established for the infrastructure improvements program including services to assist and monitor procurement procedures, engineering design, construction engineering and administration, and other related activities to facilitate effective management of the Program and achievement of defined outcomes as outline in the attached scope of services.

2. Perform its obligations in a satisfactory manner and consistent with the required services for the various projects covered under the infrastructure program as approved by the Owner and according to the directives of the Owner's designated representatives.

3. Perform the services required under this Agreement in conformance with applicable federal, state and local laws, ordinances and regulations.

4. Provide services in a manner that is consistent with the National Society of Professional Engineers Code of Ethics for Engineers.

5. Submit for review and approval all deliverables in a format and within a timeline agreed upon and approved by the Owner allowing reasonable time for review, comment and acceptance.

6. Monitor and manage all scopes, schedules and budgets for projects and activities of this infrastructure improvement program.

7. Provide a Project Manager licensed to practice professional engineering in the State of Mississippi as well as continuity of key staff. This Agreement has been entered into with the representation from the Engineer that the individuals, consultants, assignments and responsibilities will be maintained through the duration of the Agreement.

8. Coordinate with the Owner's representatives for access to and protection of manholes, valves, or other system elements as required by the Engineer for the purposes of condition assessment and/or project scope development.

9 Provide for all necessary safety training and other measures to facilitate field visits and participation in on-site inspections. Notwithstanding the preceding requirement, the Owner shall not assume responsibility for safety precautions required for each project, which shall remain the sole responsibility of any employed contractors.

10. Employ at all times professional and support personnel with requisite expertise and adequate numbers to assure the complete, timely and high-quality performance of the scope of services.

11 Agrees that no other work in its organization will be permitted to interfere with its timely performance of the required scope of services or that any potential conflicts of interests will be reported and resolved immediately as agreed upon with the Owner.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer shall begin rendering services as of the Effective Date of the Agreement or upon approval of Amendments to this Agreement for continued services. Delivery of the fully executed Agreement and approved Amendments will serve as the Notice to Proceed with the agreed services.

3.02 *Time for Completion*

A. The Engineer will develop a preliminary general schedule of Owner's Program under Task Order No. 1. This preliminary schedule shall serve as the framework for the Engineer to submit to Owner, for its approval, on a regular basis, a detailed schedule, including all project related milestones and stating the times for performing services or providing deliverables of the Engineer. If no schedule is developed or no time is so stated for a particular task, or set forth in a Task Order, then Engineer will perform services and provide deliverables within a reasonable time so as not to impact continuity and progress of the Program.

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 without cause, or Engineer's services are delayed or suspended without cause, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably if substantiated and upon approval by the Owner. In no event, will a delay of less than six months constitute cause for an equitable adjustment in the rates and amounts of Engineer's compensation.

C. If Owner authorizes changes in the scope, extent, or character of the Program that could not have been contemplated as of the Effective Date of this Agreement, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, 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 any damages resulting from such failure.

3.03 *Term of Agreement*

ARTICLE 4 – The initial term of this Agreement shall be two (2) years, which may be extended by an amendment to the Agreement as approved by the governing authorities with the agreement of Engineers.

ARTICLE 5 – INVOICES AND PAYMENTS

5.01 *Invoices*

A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt and consistent with Section 31-7-305 of the Mississippi Code of 1972, as amended.

5.02 *Payments*

A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then:

1. Amounts due Engineer will be increased at the rate of 1.5% per month from said forty-fifth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges.

C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5 – GENERAL CONSIDERATIONS

5.01 *Standards of Performance*

A. The standard of care for all professional services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession providing similar services under similar circumstances. Engineer and the Program Subcontractors shall comply with applicable professional licensing requirements.

B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer may employ any subcontractors as Engineer deems necessary to assist in the performance or furnishing of the services, subject to the Equal Business Opportunity Executive Order, the Engineer's Equal Business Opportunity Plan, and subject to approval by Owner. Engineer shall be responsible to Owner for the acts and omissions of any such subcontractors in performing or furnishing services under this Agreement.

D. Engineer and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards. This Agreement is based on such requirements as of the Agreement's Effective Date. Changes to these requirements after the Effective Date may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.

E. Engineer shall not supervise, direct, or have control over a Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by a Contractor, for safety or security at the Site, for safety precautions and programs incident to a Contractor's work in progress, or for any failure of a Contractor to comply with Laws and Regulations applicable to a Contractor's furnishing and performing the work.

F Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the Contract Documents.

G. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of a Contractor's subcontractors, suppliers, agents, or employees or any other persons at a Site (except Engineer's own employees and subcontractors) or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner to a Contractor without consultation and advice of Engineer.

5.02 *Authorized Project Representatives*

A. Engineer and Owner shall designate in writing, specific individuals to act as Engineer's and Owner's representatives with respect to the various services to be performed or furnished by Engineer and the responsibilities of Owner. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to specified services on behalf of each respective party.

5.03 *Use of Documents*

A. Owner acknowledges the Engineer's documents as instruments of services in respect to this Program. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due to the Engineer under this Agreement. The Owner shall not reuse or make any modification to the plans and specifications without the prior written notification to the Engineer. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Program Subcontractors.

B. A party may rely on that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, and are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

5.04 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall be listed as an additional insured on any general liability or property insurance policies under Exhibit G.

B. Engineer shall deliver to Owner certificates of insurance verifying the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of this Agreement.

C. At any time, Owner may request that Engineer or its Program Subcontractors, 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 the Program Subcontractors 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 amended to incorporate these requirements.

5.05 *Suspension and Termination*

A. Suspension.

1. By Owner: Owner may suspend the Program or a Specific Project upon seven days written notice to Engineer.

2. By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. *Termination.* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice of the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Program are delayed or suspended for more than six months for reasons beyond Engineer's control.

c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 5.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner only, effective upon Engineer's receipt of notice from Owner.

3. This Agreement shall terminate on September 30 at the conclusion of the City's fiscal year, if the City fails to appropriate funding for this Agreement in the budget for the upcoming fiscal year. The City shall promptly notify the Engineer upon the adoption of a budget for the upcoming fiscal year that does not appropriate funding for this Agreement.

C. *Effective Date of Termination.* The terminating party under paragraph 5.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided (except for

termination under subparagraph 5.05.B.3. to allow Engineer to demobilize personnel and equipment from all Sites, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Program and Specific Project materials in orderly files.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 5.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the right to the use of Documents without liability of Engineer.

5.06 *Controlling Law*

A. This Agreement is to be governed by the law of the State of Mississippi.

5.07 *Successors, Assigns, and Beneficiaries*

A. Except to the extent of the prohibition in Mississippi law of binding successors in elected office, Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 5.07.B. the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted 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. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. 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. The Owner agrees that the substance of the provisions of this paragraph 5.07.C shall appear in any Contract Documents prepared for any Specific Project under this Agreement.

5.08 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.

B. If the parties fail to resolve a dispute through negotiation under paragraph 5.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

5.09 *Environmental Condition of Site*

A. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall 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 adjacent to any Site in connection with Engineer's activities under this Agreement.

5.10 *Indemnification*

A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Program, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Program Subcontractors.

5.11 *Miscellaneous Provisions*

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* 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 shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement and relating to a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion of the Specific Project under which the claim arises.

F. *Federal Funding.* In the event any federal grants or funding may become available, the Engineer agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

5.12 *The Equal Business Opportunity Clause.*

A. Engineer agrees to make good faith efforts to meet the goals of this agreement by making available opportunities for MBEs (AABEs, HBEs, and ABEs) and FBEs for utilization in the work set forth within this agreement, and shall take the following actions as part of its good faith efforts:

1. Notification to MBEs and FBEs that the Engineer has subcontracting opportunities available and maintenance of records of the MBEs and FBEs responses.

2. Maintenance by the Engineer of a file of the names and addresses of each MBE and FBE contracted and action taken with respect to each such contract.

3. Dissemination of the Engineer's EBO policy externally by informing and discussing it with all management and technical assistance sources, by advertising in news media, and by notifying and discussing it with all subcontractors and suppliers.

4. Specific and continuing personal (both written and oral) recruitment efforts directed at MBE and FBE Engineer organizations, MBE and FBE assistance organizations.

5. Sub-division of the contract into economically feasible segments as practice to allow the greatest opportunity for participation by MBEs and FBEs.

6. Increasing where possible, the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many MBE and FBE subcontractors as possible.

7 Adoption of the Equal Business Opportunity Plan submitted with its response to the Invitation for Bids or Request for Proposals obligations under this agreement, as approved by the Equal Business Opportunity Officer.

8. Submission of monthly reports on the forms and to the extent required by the Equal Business Opportunity Officer, to be due on the last day of each month following the award of the work set forth in this agreement.

B. The Engineer further agrees that its breach of the EBO provisions contained herein may subject it to any or all of the following penalties:

1. Withholding of ten percent (10%) of all future payments under the involved eligible project until it is determined that the Engineer is in compliance;

2. Withholding of all future payments under the involved project until it is determined that the Engineer is in compliance.

3. Refusal of all future bids or offers for any eligible project with the City of Jackson or any of its departments or divisions until such time as the Engineer demonstrates that there has been established and there shall be carried out of all the EBO provisions contained herein;

4. Cancellation of the eligible project.

5.13 *Conflicts of Interest and Confidential Information.*

A. Engineer acknowledges that he and his employees will comply with the most recently adopted edition of the Standards of Professional Conduct of the American Society of Civil Engineers. In addition to adhering to the Standards of Professional Conduct, Engineer agrees to the following terms in the conduct of its business relationship with Owner:

1. Engineer shall not undertake to provide engineering services to a client other than Owner if the relationship with the other client will be directly adverse to the interests of Owner, unless Engineer first consults with and receives the written authorization of Owner.

2. Engineer shall not share or otherwise make use of any information relating to the engineering services provided to Owner or any information obtained through its relationship with Owner without the first obtaining the authorization of Owner. It is the intention of the Owner that this obligation is ongoing and continues in effect following completion of the project.

B. In the event that Engineer fails in any of its obligations under subsection A., Owner may take one or more of the following actions to protect its interests:

1. Suspend the performance of the agreement until Engineer provides assurances that it intends to adhere to the said Standards of Professional Conduct;

2. Terminate this Agreement upon giving three days written notice of Engineer's failure to adhere to the terms of subsection A.;

3. Debar Engineer from future work for Owner for a period of not less than 6 months. Engineer shall not circumvent debarment by performing such future work as a sub-consultant for another Owner.

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

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

5.14 *Headings*

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 1 – DEFINITIONS

1.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) and printed with initial capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Additional Services* – Services which are not included in Basic Services to be performed for or furnished to Owner by Engineer.

2. *Agreement* – This "Model Form of Agreement between Owner and Engineer," including those Exhibits listed in Article 7.

3. *Basic Services* – Specified services to be performed for or furnished to Owner by Engineer in accordance with this Agreement.

4. *Construction Contract* – The entire and integrated written agreement between Owner and a Contractor concerning a Specific Project under the Program.

5. *Contract Documents* – Documents that establish the rights and obligations of Owner and Contractor under a Construction Contract for a Specific Project and include the construction agreement between Owner and Contractor, addenda (which pertain to the Contract Documents), a contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the construction agreement, the notice to proceed, the bonds, appropriate certifications, the general conditions, the supplementary conditions, the specifications and the drawings as the same are more specifically identified in the construction agreement, together with all written amendments, change orders, work change directives, field orders, and Engineer's *written interpretations* and clarifications issued on or after the effective date of the construction agreement. Approved shop drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

6. *Contractor* – An individual or entity with whom Owner enters into a Construction Contract for a Specific Project.

7. *Documents* – Data, reports, drawings, specifications, record drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

8. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

9. *Governing Authorities*—With respect to the amount of compensation received by the Engineer for services under this Agreement or Additional Services, means the Mayor and City Council; with respect to all other matters, including, but not limited to, termination, exercise of option years, modifications in the scope of services or contract year Task Orders that do not affect the Engineer's compensation, means the Mayor.

10. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

11. *Program Subconsultants/Subcontractors* – Individuals or entities having a contract with Engineer to furnish services, materials, or equipment with respect to the Program or a Specific Project as Engineer's independent professional associates, consultants, subcontractors, suppliers, or vendors.

12. *Reimbursable Expenses* The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Specific Project within the Program.

13. *Site* – Lands or areas subject to investigation, use, improvement, or development under the Program; including but not limited to specific locations at which construction is to occur; and including any lands indicated in any Contract Documents for a Specific Project as being furnished by Owner upon which construction is to be performed; rights-of-way and easements for access to construction locations; and such other lands or facilities furnished by Owner which are designated for the use of Engineer or a Contractor.

14. *Specific Project* – A construction project or other task carried out under the Program.

15. *Task Order* – A document issued by Owner, including amendments if any, stating the scope of services, times for performance of services, and other relevant information for specified Additional Services to be provided by Engineer.

ARTICLE 2 – EXHIBITS AND SPECIAL PROVISIONS

Exhibits

Included? (Yes or No)	Exhibit Letter	Exhibit Title	No. of Pages
Y	A	Engineer's Services	5
Y	Appendix 1 to Exhibit A	Task Order with 5 Location Maps	8
Y	Appendix 2 to Exhibit A	Tentative Schedule	1
	B	Program Subconsultants	1
Y	C	Payments to Engineer for Services and Reimbursable Expenses	2
Y	Appendix 1 to Exhibit C	Reimbursable Expenses Schedule	1
Y	Appendix 2 to Exhibit C	Standard Hourly Rates Schedule	2
N	Appendix 3 to Exhibit C	Cost Proposal Summary	
	D	[Reserved]	
	E	[Reserved]	
	F	[Reserved]	
Y	G	Insurance	2
	H	[Omitted]	
	I	[Reserved]	
N	J	Special Provisions	
N	K	Amendment to Owner and Engineer	

Total Agreement

This Agreement (consisting of pages 1 to 15 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

The Effective Date of this Agreement is _____.

Owner: City of Jackson, Mississippi	Engineer: Integrated Management Services dba IMS Engineers
By: Chokwe A. Lumumba	By: Rod L Hill
Title: Mayor	Title: President / COO
Date Signed: 5/9/24	Date Signed:
	Professional License or Firm's Certificate No. (if required by state law): 28507
	State of: Mississippi
Address for giving notices:	Address for giving notices:
Louis Wright	Rod Hill and Tommy Avant
200 S President Street, 5th Floor	126 E Amite Street
Jackson, MS 39201	Jackson, MS 39201
Designated Representative:	Designated Representative:
Louis Wright	Tommy Avant
Title: Chief Administrator Officer	Title: Corporate Vice President of Engineering
Phone Number: 601-960-2312	Phone Number: 601-968-9194 (o) 601-506-3376 (c)
Facsimile Number: 601-969-2312	Facsimile Number: 601-968-8118
E-Mail Address: lwright@jacksonms.gov	E-Mail Address: tjavant@imsengineers.com

This is **EXHIBIT A**, consisting of 31 pages, referred to in and part of the **Agreement between Owner and Engineer** dated _____,

Engineer's Services
Engineer's Basic Services

Services to be provided by Engineer as Basic Services shall include the following:

ENGINEER'S SCOPE OF SERVICES
FOR
CITY OF JACKSON
INFRASTRUCTURE IMPROVEMENTS PROGRAM

The City of Jackson (the City) is undertaking a citywide program for infrastructure improvements primarily for A) repair, maintenance and/or reconstruction of roads, streets, and bridges; and B) storm water and drainage management using funds generated by its municipal bonds ("Program"). The City is now embarking on a groundbreaking and bold new program to make much needed infrastructure improvements. The City retained Integrated Management Services (IMS) to serve as the Engineer for carrying out the City's vision for this PROGRAM.

It is understood the primary purpose and general Scope of Services of the Engineer will cover the following elements:

- Identification of infrastructure improvement projects, development of general schedule for Owner's Program, and development of design cost estimates for the infrastructure improvement projects to be constructed under the Progam.
- Engineering design and construction management including risk assessment and value engineering, and
- Overall program support and all related professional technical services.

A. The Project. Engineer will provide staff resources to develop and perform the deliverables defined in this Scope of Services as the work is identified in Task Orders.
B. Follow-On Phases. At the discretion of the City and after completion of the initial performance period of the professional services defined in this Agreement, the Engineer may be requested to provide additional services related to the Program under an amendment to this Agreement or a new Professional Services Agreement as authorized by the City.

The scope of work identified herein is based on projected needs for Engineer services as developed based upon the required scope of services requested by the City. It is envisioned that the scope of services will cover the needs of the Program for the duration of the contract; however, should services be required that are over and above this scope, provisions have been included in the contract language for additional services. ONLY MAJOR Deliverables have been captured in this document; it is envisioned that over the course of the program implementation other deliverables

may be required of the Engineer and will constitute additional services. The Engineer shall be responsible for performing the Basic Scope of Services as described below.

The Engineer shall be responsible for providing Preliminary Engineering, Design Engineering and Construction Engineering & Inspection services for construction of all infrastructure projects required for the PROGRAM. Various projects throughout the City shall be developed, prioritized, grouped, and phased for the PROGRAM based on the critical needs and the Governing Authority's preferences.

PHASE 1 –PRELIMINARY ENGINEERING SERVICES

1.1 Kickoff Meeting

Upon receipt of the Executed Contract, a kick-off meeting will be scheduled with the Owner's Representative and Engineer. Items to discuss will include (but are not limited to) the following:

- Introduce the team working on the Program their roles and responsibilities
- Recapping contract requirements and scope of work, and discussing the proposed schedule to complete the Initial Preliminary Engineering phase, timelines, and budget
- Identify the key stakeholders in the Program
- Discuss communications, reporting and other protocols

1.2 Preliminary Engineering

1.2.1 During this Initial Preliminary Engineering phase, the Engineer shall be responsible for:

- Meeting with the Governing Authorities to identify potential projects in each of the City's seven wards
- Performing an initial assessment and prioritization of the identified projects which should take into account the requirement of the funding source that it be spent as equally as possible among the City's sever wards
- Collecting all pertinent documents, information, drawings and materials from the City and other designated stakeholders by the City as required for the purpose of assessing the identified projects, prioritizing the identified projects, and developing estimated design costs for the prioritized projects.
- Based on the information collected from the Governing Authorities, the City, and other stakeholders identified by the City, preparing a prioritized list of the projects, their estimated design costs, and a general schedule for Owner's Program

- Meeting with the Governing Authorities to review the prioritized list of projects, their estimated design costs, and the general schedule for Owner's Program

- Based on the meetings with the Governing Authorities, develop a final prioritized list of projects, their estimated design costs, and the general schedule for Owner's Program

- Working with City staff, develop Task Order No. 2 for the engineering design of one or

more of the projects from the prioritized list of projects

1.2.2 During the Secondary Preliminary Engineering phase, the Engineer shall be responsible for:

- Meeting City's staff and discussing the data and/or information required for the design of the projects identified in one or more Task Orders. All information and data collected will be stored at Engineer's office.
  - If any or pertinent information is not available in electronic form, the Engineer shall scan the documents and keep a copy of the electronic documents on the program server.
  - Further, if any document or drawing cannot be taken out of the City's offices, the Engineer shall review the same, make notes, and store the summary in electronic form on the program server.
- Identifying any data or information gaps, and any further documentation required to carry out the design of the projects identified in one or more Task Orders.
- Reviewing and assessing all information received from the Owner concerning the program requirements.
-
- Identifying each project's requirements, constraints, and community concerns prior to moving forward with detailed design engineering services.
- Conduct all field investigations to assess the site conditions, identify any physical constraints of the site, and determine the limits of the project improvements
- Meeting with all stakeholders to discuss the project issues, allowing concerns to be presented, and receiving input
- Performing research concerning utilities, easements or rights of way
- Coordination with external agencies that may have jurisdiction
- Determining if any special services are required beyond the scope of the Engineer's services

PHASE 2 – DESIGN ENGINEERING SERVICE

Projects identified for design will be included in future Task Orders prepared by the Engineer with assistance from City staff and authorized by the Owner.

For each project included in the Task Order(s) issued, the Engineer will proceed with the Design Engineering Phase for each project to consist of the following:

- Conducting engineering studies, analysis, or Hydraulic and Hydrologic (H/H) modeling of drainage channels and stormwater management infrastructure as required to identify projects and prioritize investments. In general, the scope of work for this task may include but is not limited to:
    - Review modeling work done by other Consultants
    - Establish the planning criteria for ultimate conditions
    - Model Selection: Select the most appropriate modeling program
    - Demand Projections (Water)/Flow Projections (Stormwater)
    - Model Development and simulation to evaluate system capacity

- Developing construction drawings, specifications, cost estimates, and other documents for each infrastructure project.

- Performing topographical surveys & geotechnical investigations

- Identifying additional right-of-way (ROW) needed.

- Providing plats and legal description for additional ROW (as need for each project). The City shall be responsible for ROW acquisition.

- Coordinating with public and private utility providers to relocate utilities in conflict with construction.

  Coordinating with agencies to assist the City in obtaining required permits for each project.
- Attending monthly project progress meetings and periodic public meetings.

- Monitoring the status of project scope, schedule, and budget throughout the duration of the project and prepare status reports

- Providing detail engineering designs, prepare construction drawings, and construction cost estimates

PHASE 3 – ADVERTISING AND BIDDING PHASE

As each of the projects is completed in Phase 2 above, the Engineer shall be responsible for managing and coordinating bid phase activities for each project with the City. This phase consists of:

- Setting advertising dates and schedules for each project.

- Responding to Request for Information (RFI's) from contractors

- Issuing addenda

- Conducting pre-bid meeting, bid opening, bid evaluation and recommendation of award, and city order development.

- Reviewing and coordinating conformance of contract documents, and execution of construction contracts by Construction Contractor and City.

PHASE 4 – CONSTRUCTION ENGINEERING AND INSPECTION PHASE

Prior to the Construction Project Contracts being executed and ready for construction, the Engineer and City shall prepare a Task Order for the Engineer to perform Construction Engineering and Inspection services. These services shall consist of:

- Managing and coordinating construction phase administration activities that are the responsibility of City as defined in the construction contract documents for each project

- Administrating the construction contracts,

- Providing personnel for site construction inspection and management to observe construction works, maintenance of project records, contractor work completion checks, conducting site meetings

- Providing Resident Project Representatives (RPR's) of full-time on-site construction inspection for each project.

- Providing material testing as needed.

- Reviewing and approving pay applications,

- Reviewing material testing reports, QA/QC reports, construction schedules, completion of close out documents, and preparation of inspection manual.

- Attending Contractor monthly progress meetings and public meetings for each assigned project.

- Evaluating and managing changes to construction scope of work, including schedule and construction cost impacts, and recommend changes to City management staff.

- Coordinating review of construction documentation with the in-house design team or Design Professional, field Resident Project Representative (RPR), and Contractor as appropriate for proper and timely execution of the work.

- Participate in Project Status Report (PSR) review meetings with Owner. Discuss status of each project, update PSRs to document meeting discussions, and monitor the completion of action items on PSR to be performed by project participants.

This is Task Order No. 1 , consisting of 2 pages.

Task Order 1

In accordance with paragraph 1.01 of Agreement Between Owner and Engineer dated ____ ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: Initial Preliminary Engineering Phase for Infrastructure Modernization Bond Issue

B. Description: Identify and Prioritize Project, Develop Engineering Design Cost Estimates, Develop the General Schedule for Owner's Program

2. Services of Engineer

The following tasks as identified in the Exhibit A are to be undertaken for Task Order 1:

1. Phase 1 (Initial Preliminary Engineering)

3. Owner's Responsibilities

- Designate a person to act as the point of contact on behalf of the Owner with respect to the management of this Engineer Agreement
- The Governing Authorities meeting with the Engineer to identify potential projects in each of the City's seven wards
- Cooperating with and assisting the Engineer in collecting all pertinent documents, information, drawings and materials from the City and other designated stakeholders by the City as required for the purpose of assessing the identified projects, prioritizing the identified projects, and developing estimated design costs for the prioritized projects
- Reviewing, providing feedback, and approving the prioritized list of projects, estimated design costs, and the general schedule of Owner's Program
- Cover all costs incident to compliance with the requirements of the Owner's responsibilities

4. Times for Rendering Task Order Services
Project Schedule will be determined during the Kickoff Meeting.

5. Other Modifications to Agreement:
N/A

6. Attachments:

N/A

7. Documents Incorporated by Reference:

N/A

This document is part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

OWNER

by: _____ Date 5/9/24
Signature

Chokwe A. Lumumba
Name

Mayor
Title

This is **EXHIBIT B**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer** dated _____, _____.

SUBCONSULTANTS

Advanced Environmental Consultants, Inc
5450 Executive Place
Jackson, MS 39206
DeJenotte King, Ph.D.
601-362-1788

Access Training Inc
1770 Ellis Avenue, Suite 400
Jackson, MS 39204
Andrea Jones
601-373-3540

Carolyn Hinton DuPre' CPA
931 W Highway 80
Jackson, MS39204
Carolyn Dupre
769-257-7574

This is **EXHIBIT C**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer** dated _____, _____.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

OWNER'S RESPONSIBILITIES

C.2.01 *Compensation for Basic and Additional Services – Standard Hourly Rates Method of Payment*

Owner shall pay Engineer for Basic Services set forth in Exhibit A and for Additional Services authorized by amendment, as follows:

Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.

The total compensation for services under paragraph C.2.01 of the Agreement is estimated to be $150,000based on the following distribution of compensation:

PHASE	DESCRIPTION	TOTAL
1	INITIAL PRELIMINARY ENGINEERING	$150,000.00
	TOTAL	**$150,000.00**

Engineer shall not exceed the total estimated compensation amount unless approved in writing by Owner and authorized by Owner's governing authorities.

The total estimated compensation for Engineer's services included in the breakdown as noted in paragraph C.2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Program Subcontractors' charges.

C.2.02 *Compensation for Reimbursable Expenses*

Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

Reimbursable Expenses include the following categories: reproduction of reports, drawings, specifications, bidding documents, and similar Program-related items in addition to those required under Exhibit A.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer** dated ____ , ____.

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

Expense Head	Unit Rate ($)
Maps Printing B/W 24*36	0.35
Stationary and Printing 8.5*11 B/W	0.10
Stationary and Printing 11*17 B/W	0.20
Stationary and Printing 8.5*11 Color	0.52
Stationary and Printing 11*17 Color	0.65
Maps Printing Color 24*36	1.00
Binders	10.00
CDs	3.00

This is **Appendix 2 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer** dated _____, _____.

Standard Hourly Rates Schedule

Standard Hourly Rates

Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C 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.

The Standard Hourly Rates apply only as specified in Article C2.

Schedule

Hourly rates for services performed on or after the date of the Agreement are:

Classification / Position	**Rate per Hr in $**
PRINCIPAL	316.00
REGIONAL MANAGER	268.00
SENIOR PROJECT MANAGER / GROUP MANAGER	243.00
PROJECT MANAGER	164.00
SENIOR ENGINEER	164.00
ENGINEER II	164.00
ENGINEER I	130.00
ENGINEER INTERN II	113.00
ENGINEER INTERN I	107.00
ENGINEERING ASSISTANT II	96.00
ENGINEERING ASSISTANT I	85.00
PLANNING DESIGNER	96.00
GIS ANALYST	96.00
ADMINISTRATIVE II	99.00
ADMINISTRATIVE I	85.00
CADD TECHNICIAN II	100.00
CADD TECHNICIAN I	85.00
CONSTRUCTION REP II	96.00
CONSTRUCTION REP I	85.00
PROFESSIONAL LAND SURVEYOR	142.00
SURVEYING SUPERVISOR	124.00
SURVEY CREW*	
Two Man	169.00
Two Man (GPS CREW)	203.00
Three Man	214.00
Four Man	242.00
IT MANAGER	124.00
CADD/GIS EQUIPMENT	45.00
FOUR WHEELER	50.00 Per Day
MILEAGE	0.67 Per Mile
REIMBURSABLE EXPENSES	Actual Expense x 1.10
PHOTOCOPIES	
Black & White (letter & legal)	0.30 Per Copy
Black & White (11 x 17)	0.60 Per Copy
Black & White (12 x 18)	0.75 Per Copy
Black & White (22 x 34)	0.90 Per Copy

Black & White (24 x 36)	1.05 Per Copy
Color	3.00 Per Copy

Survey crew rates include Total Stations with Data Collectors, Survey Vehicle, and standard survey equipment.

Travel Time: Time required to travel to and from a project site will be billed at the normal hourly rates.

The stated rates are effective for the period January 1, 2024 to December 31, 2024. IMS reserves the right to adjust the hourly rates after December 31, 2024.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer** dated _____, _____.

Insurance

Insurance

Paragraph 5.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G5.05 *Insurance*

A. The minimum limits of liability for the insurance required by paragraph 5.05.A and 5 05.B of the Agreement are as follows:

By Engineer:

a. Workers' Compensation:	Statutory
b. Employer's Liability --	
1) Each Accident:	$100,000
2) Disease, Policy Limit:	$100,000
3) Disease, Each Employee:	$100,000
c. General Liability --	
1) Each Occurrence (Bodily Injury and Property Damage):	$1,000,000
2) General Aggregate:	$1,000,000
d. Automobile Liability --	
1) Bodily Injury:	
a) Each Accident	$1,000,000
2) Property Damage:	
a) Each Accident	$1,000,000
[or]	
1) Combined Single Limit (Bodily Injury and Property Damage):	
a) Each Accident	$2,000,000
e. Professional Liability	
1) Each Occurrence	$2,000,000
2) General Aggregate	$2,000,000

B. Additional Insureds

The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 5.05.A.

ORDER AUTHORIZING THE MAYOR TO EXECUTE TASK ORDER NO. 2 TO A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH INTEGRATED MANAGEMENT SERVICES, INC. FOR THE INFRASTRUCTURE MODERNIZATION PROGRAM

WHEREAS, the City Council authorized the Mayor to execute a professional engineering services agreement with Integrated Management Services, Inc. to identify, design, and oversee the construction of qualifying projects using the proceeds of a bond issue secured by funds the City expects to receive from the state Infrastructure Modernization Fund tax; and

WHEREAS, the City Council also authorized the Mayor to execute Task Order No. 1 under the agreement for Integrated Management Services, Inc. to provide initial preliminary engineering services, including, but not limited to, developing the general schedule for the program, identifying projects the governing authorities desire to see constructed using the bond funds, prioritizing the design of the identified projects, and developing estimated design costs for such projects; and

WHEREAS, Integrated Management Services, Inc. has completed Task Order No. 1 and has presented Task Order No. 2 to the Department of Public Works for review and presentation to the governing authorities for their approval; and

WHEREAS, Taks Order No. 2 proposes to provide design engineering, advertising and bidding, and construction engineering and inspection for set of projects; and

WHEREAS, the City's responsibilities under Task Order No. 2 will be to designate a person to act as the point of contact on behalf of the Owner with respect to the management of the Engineering Agreement; and

WHEREAS, the City will also be responsible for cooperating with and assisting Integrated Management Services, Inc. in implementing the task order as needed and requested by Integrated Management Services, Inc.; and

WHEREAS, Integrated Management Services, Inc. will perform the following described work under Task Order No. 2:

Project Implementation: IMS Shall develop plans and specifications to make improvements to the following based on Phase 1 Initial Assessment:

Item	Project Group Description
1	**Creek Clearing & Grubbing**
2	**Bridge Clearing**
3	**Road Resurfacing**
4	**Miscellaneous Repairs** (Pipe Culvert Replacement, Inlet Repairs, Culvert Cleaning, Storm Drain Pipe Replacement, etc.)

In an effort to expedite projects, Multiple Construction Contracts will be prepared for construction to be performed in multiple areas throughout the City. We are projecting to issue four contracts consisting of plans and specifications for each of the project groups listed below. During the design development phase, IMS will coordinate with the City to make adjustments to the contracts accordingly. The City will provide IMS with frontend documents and general conditions for each contract.

Project Group	Description
1	Creek Clearing & Grubbing
2	Bridge Clearing
3	Road Resurfacing
4	Miscellaneous Repairs
	Total Contracts

WHEREAS, listed below are of the areas identified for improvements by Ward for the Project Groups above:

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1. Creek Clearing & Grubbing				
Creek Name	Begin Termini	End Termini	Ward	Length (L)
White Oak Creek	Reconstruction of 500 L.F.		1	500
Tributary	Northtown Dr.	North Drive	1	3600
Tributary	Beasley Road	Jasmine Court	2	1300
Small Creek	Woodson Ct	Woodson Drive	2	750
Woodhaven Tributary	Woodhill Road	Beasley Road	2	3900
Lynch Creek Tributary	John Hopkins Road	Lynch Creek	2	4100
Lynch Creek Tributary	Queen Christina Lane	Flag Chapel Road	2	4100
Eubanks Creeks Tributary	State Street	Eubank Creek	2	3400
Haning Moss Creek	Kirkley Drive	Hanging Moss Road	2	3000
Tributary 2	Northwoood Village Apartments	Cathedral AME Church	3	5200
Tributary	Northside Drive	Medgar Evers Blvd	4	3000
Tributary	Officer Thomas Catchings	St. Charles Street	4	2700
Ditch Cleaning	Officer Thomas Catchings	Jayne Avenue	4	1600
Big Creek	Overlook Place	Raymond Road	4	1500
Ditch Cleaning	Richmond Circle	Tributary	4	125
Tributary	Greenmont Drive	Greenmont Drive	4	3500
Lynch Creek	Mt. Vernon Avenue	Jayne Avenue	4	3100
Valley Street Tributary	Okkes Used Auto Sales	Valley Street	5	2900
Lynch Creek	John R. Lynch Street	Willington Road	5	11000
Lynch Creek	Jayne Avenue	St. Charles Street	5	1200
Cany Creek	McDowell Road	Cooper Road	6	8000
Cany Creek Tributary	Forest Hill Road	Cany Creek	6	5500
Cany Creek Tributary	The Park at St. Andrew	The Park at St. Andrew	6	1500
Hardy Creek	Woodbine Street	Terry Road	6	2400
Trahon Creek	Twin Oaks Dr	Terry Road	6	2800
Trahon Creek	McCluer Road	1800 LF South East	6	1800
Eubanks Creeks	Northwest Street	I-55	7	9000
Tributary	E. Santa Clara St.	Shiloh Drive	7	400
Bellhaven Tributary	Riverside Drive	Laurel Street	7	1400
Caney Creek Tributary	E Leavell Wood Dr.	Caney Creek	7	6000

2. Bridge Clearing				
No.	Bridge No.	Creek Crossing	Road	Ward
1	SA2500000000211	WHITE OAK CREEK	RIDGEWOOD RD	1
2	SA2500000000212	WHITE OAK CREEK	ADKINS DRIVE	1
3	SA2500000000214	HANGING MOSS CREEK	RIDGEWOOD RD	1
4	SA2500000000215	HANGING MOSS CREEK	OLD CANTON RD	1
5	SA2500000000273	LARGE STREAM	ST ANDREWS	1
6	SA2500000000274	LARGE DITCH	BRAE BURN	1
7	SA2500000000276	PURPLE CREEK	PLANTATION BLVD.	1
8	SA2500000000277	PURPLE CR	WOODFIELD	1
9	SA2500000000278	PURPLE CREEK	E COUNTY LINE RD	1
10	SA2500000000279	WHITE OAK CR	OLD CANTON RD	1
11	SA2500000000281	PURPLE CR	SEDGEWICK DR	1
12	SA2500000000282	PURPLE CR	OLD CANTON RD	1
13	SA2500000000284	PURPLE CR	WESTBROOK RD	1
14	SA2500000000285	WHITE OAK CR	WESTBROOK RD	1
15	SA2500000000286	LARGE STREAM	OLD CANTON RD	1
16	SA2500000000287	SMALL STREAM	LAKE CIR	1
17	SA2500000000288	SMALL STREAM	AZTEC DR	1
18	SA2500000000290	LARGE STREAM	EASTOVER DR	1
19	SA250000000A280	PURPLE CREEK	COLONIAL CIRCLE	1
20	SA2500000000191	WHITE OAK CR	N STATE ST	2
21	SA2500000000192	TRIB HANGING MOSS CR	BEASLEY RD	2
22	SA2500000000193	SMALL STREAM	COUNTY LINE RD	2
23	SA2500000000194	BCH HANGING MOSS CR	WATKINS DR	2
24	SA2500000000198	HANGING MOSS CR	COUNTY LINE RD	2
25	SA2500000000199	HANGING MOSS CREEK	BEASLEY ROAD	2
26	SA2500000000201	HANGING MOSS CR	WATKINS DR	2
27	SA2500000000202	TRIB HANGING MOSS CR	WATKINS DR	2
28	SA2500000000203	HANGING MOSS CR	LIVINGSTON RD	2
29	SA2500000000204	HANGING MOSS CREEK	HANGING MOSS ROAD	2
30	SA2500000000207	PARKER CREEK	STATE ST.	2
31	SA2500000000208	TRIB HANGING MOSS CREEK	BRIARWOOD DR	2
32	SA2500000000209	TRIB HANGING MOSS CR	CULLEY DR	2
33	SA2500000000409	BOGUE CHITTO CREEK	FLAG CHAPEL ROAD	2
34	SA2500000000413	BRANCH OF BOGUE CHITTO	FLAG CHAPEL RD	2
35	SA2500000000414	WHITE OAK CREEK	WEST COUNTY LINE	2
36	SA2500000000417	TRIB HANGING MOSS CK	CEDARS OF LEB RD	2
37	SA2500000000420	HANGING MOSS CREEK	MANHATTEN RD	2
38	SA2500000000421	DITCH	WEST COUNTY LINE	2
39	SA250000000A205	TRIB HANGING MOSS CREEK	HANGING MOSS RD	2

2. Bridge Clearing

No.	Bridge No.	Creek Crossing	Road	Ward
40	SA250000000A206	TRIB HANGING MOSS CR	MEADOW RD	2
41	SA250000000A218	BCH HANGING MOSS CR	WOODWAY RD	2
42	SA250000000A410	BRANCH HANGING MOSS CK	BEASLEY ROAD	2
43	SA2500000000216	HANGING MOSS CREEK	STATE ST	3
44	SA2500000000238	SMALL DITCH	COMMERCE PARK	3
45	SA2500000000239	SMALL DITCH	LORENZ BLVD	3
46	SA2500000000240	SMALL DITCH	W. MITCHELL AVE	3
47	SA2500000000241	TRIB TO TOWN CREEK	READY MIX STREET	3
48	SA2500000000242	TRIB TOWN CREEK	TOOLE AVE	3
49	SA2500000000243	TRIB TOWN CR	LAVERNET RD	3
50	SA2500000000244	TOWN CREEK	FOROADAVE	3
51	SA2500000000245	LYNCH CR	JAYNE AVE	3
52	SA2500000000250	TOWN CR	WOODROW WILSON	3
53	SA2500000000251	TRIB TOWN CRK	W WOODROW WILSON	3
54	SA2500000000252	TRIBUTARY TOWN CR	M. L. KING JR. DR.	3
55	SA2500000000254	TRIB TOWN CREEK	ASH ST	3
56	SA2500000000255	TOWN CR	MAPLE ST	3
57	SA2500000000256	TRIB TOWN CREEK	ERIE ST	3
58	SA2500000000259	TRIB TOWN CREEK	MAPLE STREET	3
59	SA250000000A258	TRIB TOWN CREEK	DERRICK ST	3
60	SA250000000A264	TRIB TO TOWN CREEK	READY MIX STREET	3
61	SA2500000000101	TRIB LYNCH CREEK	MORSON RD	4
62	SA2500000000103	BCH LYNCH CR	WESTHAVEN BLVD	4
63	SA2500000000133	CANEY CREEK	TV ROAD	4
64	SA2500000000137	CANEY CR	GERTRUDE ST	4
65	SA2500000000138	CANEY CREEK	ALYCE ST	4
66	SA2500000000139	CANEY CR	RAYMOND RD	4
67	SA2500000000213	LARGE STREAM	COUNTRY CLUB DR	4
68	SA2500000000247	LYNCH CR	OFC THOMAS CATCHIN	4
69	SA2500000000248	LYNCH CREEK	MT VERNON	4
70	SA2500000000249	LYNCH CREEK	HOLDEN ST	4
71	SA2500000000268	LYNCH CREEK	LINBERGH DR	4
72	SA2500000000269	LYNCH CREEK	LINBERGH DR	4
73	SA2500000000270	LYNCH CREEK	DIXON RD	4
74	SA2500000000415	TRIB OF LYNCH CREEK	LINDSEY DRIVE	4
75	SA250000000A115	BCH OF BAKERS CREEK	MCRAVEN	4
76	SA250000000A234	LYNCH CR	COUNTRY CLUB DR	4
77	SA2500000000102	BCH LYNCH CREEK	DIXON RD	5
78	SA2500000000116	LYNCH CREEK	LYNCH ST	5

2. Bridge Clearing

No.	Bridge No.	Creek Crossing	Road	Ward
79	SA2500000000117	TRIB LYNCH CREEK	CENTRAL ST	5
80	SA2500000000119	LYNCH CREEK	ELLIS AVE	5
81	SA2500000000120	LYNCH CREEK	ROBINSON RD	5
82	SA2500000000121	LYNCH CREEK	ST CHARLES ST	5
83	SA2500000000122	TRIB OF LYNCH CREEK	PRIMOS AVE	5
84	SA2500000000123	TRIB LYNCH CREEK	ELLIS AVE	5
85	SA2500000000124	LYNCH CREEK	VALLEY ST	5
86	SA2500000000126	LYNCH CR	W FRONTAGE TERRY R	5
87	SA2500000000141	SMALL STREAM	ALTA WOODS BLVD	5
88	SA2500000000142	THREE MILE CR	TERRY RD	5
89	SA2500000000147	HARDY CR	GREENWOOD AVE	5
90	SA250000000A136	CANEY CREEK	ROBINSON RD	5
91	SA2500000000052	TRAHON CREEK	TERRY ROAD	6
92	SA2500000000134	HARDY CR	DORGAN STR	6
93	SA2500000000144	HARDY CR	MCDOWELL RD	6
94	SA2500000000146	HARDY CREEK	WOODBINE ST	6
95	SA2500000000148	HARDY CR	TERRY RD	6
96	SA2500000000149	BCH BIG CREEK	N SIWELL RD	6
97	SA2500000000150	CANY CREEK	COOPER RD	6
98	SA2500000000151	CANEY CREEK	SMALLWOOD DR	6
99	SA2500000000156	CANEY CR	MCCLUER RD	6
100	SA2500000000157	TRIB&RELIEF CANEY CR	MCCLUER RD	6
101	SA2500000000162	SMALL DITCH	MCCLURE RD	6
102	SA2500000000430	HENDERSON RD	TRAHON CREEK	6
103	SA250000000A043	PRAHON CR	FOREST HILL RD	6
104	SA250000000A135	CANEY CREEK	MCDOWELL RD	6
105	SA250000000A145	HARDY CREEK	BROOKWOOD DR	6
106	SA250000000A152	BIG CREEK	RAYMOND RD	6
107	SA2500000000104	TOWN CREEK	N GALLATIN ST	7
108	SA2500000000108	TOWN CREEK	COURT STREET	7
109	SA2500000000109	TOWN CREEK	GRIFFITH ST	7
110	SA2500000000110	TOWN CREEK	MONUMENT ST	7
111	SA2500000000111	TRIB TOWN CR	MONUMENT ST	7
112	SA2500000000112	TOWN CREEK	FORTIFICATION ST	7
113	SA2500000000113	BCH OF TOWN CREEK	COHEA STREET	7
114	SA2500000000127	LYNCH CR	TERRY RD	7
115	SA2500000000128	PEARL RIVER	SILAS BROWN	7
116	SA2500000000129	TOWN CREEK	SOUTH WEST STREET	7
117	SA2500000000130	TOWN CR	RANKIN ST	7

2. Bridge Clearing				
No.	Bridge No.	Creek Crossing	Road	Ward
118	SA2500000000132	TOWN CR	S STATE ST	7
119	SA2500000000223	EUBANKS CREEK	BAILEY AVE	7
120	SA2500000000225	EUBANKS CREEK	N. WEST STREET	7
121	SA2500000000227	EUBANKS CR	NORTHVIEW DR	7
122	SA2500000000228	EUBANKS CR	N STATE ST	7
123	SA2500000000229	EUBANKS CREEK	OLD CANTON RD	7
124	SA2500000000230	EUBANKS CR	EAGLE AVENUE	7
125	SA2500000000231	EUBANKS CR	CHICKASAW RD	7
126	SA2500000000233	EUBANKS CR	SEMINOLE	7
127	SA2500000000235	EUBANKS CR	WOODDALE DR	7
128	SA2500000000253	TRIB TOWN CREEK	ASH ST	7
129	SA2500000000257	TRIB TOWN CREEK	WINONA ST	7
130	SA2500000000261	TRIB TOWN CREEK	PLEASANT ST	7
131	SA2500000000262	TRIB TOWN CREEK	BELL ST	7
132	SA2500000000263	TRIB TOWN CREEK	ELM ST	7
133	SA2500000000265	SMALL UNNAMED STREAM	GREYMONT ST	7
134	SA2500000000266	LARGE STREAM	LAUREL ST	7
135	SA2500000000267	UNNAMED LARGE CHANNEL	ST ANN ST	7
136	SA2500000000404	TOWN CREEK	STATE ST FRONTAGE	7
137	SA2500000000422	PASCAGOULA STREET	COMMERCE STREET	7
138	SA2500000000429	UNNAMED CHANNEL	ST. MARY STREET	7
139	SA250000000A105	TOWN CREEK	S MILL ST	7
140	SA250000000A131	TOWN CREEK	SOUTH STREET	7
141	SA250000000A158	CANEY CR	TERRY RD	7
142	SA250000000A232	EUBANKS CREEK	HAWTHORNE ST	7

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3. Road Resurfacing

ROAD NAME	BEGIN TERMINI	END TERMINI	LENGTH (MI)	WARD
MLK DRIVE	Ridgeway Street	Maderia Avenue	2.3	3
Bailey Avenue	Woodrow Wilson Avenue	W. Northside Drive	2	3
Overstreet Avenue	Fernwood Drive	Lavernet Road	0.4	3
Alamo Street	MLK	Overstreet	0.1	3
Week Street	MLK	Overstreet	0.2	3
Perkins Street	MLK	Overstreet	0.2	3
Hollman Avenue	MLK	Way Street	0.3	3
Kensington Avenue	MLK	Way Street	0.3	3
Marks Avenue	MLK	Overstreet	0.2	3
Marine Street	MLK	Morton Avenue	0.2	3
Ann Banks Street	MLK	Powers Avenue	0.3	3
Granberry Street	MLK	Ludlow Avenue	0.2	3
Crawford Street	MLK	Powers Avenue	0.3	3
Powell Rhodes Drive	MLK	Ludlow Avenue	0.2	3
Carver Street	MLK	Mobile Avenue	0.3	3
Lanier Avenue	MLK	Ludlow Avenue	0.2	3
Randall Street	MLK	Mobile Avenue	0.3	3
Prosperity Street	Woodrow Wilson Avenue	Peter Street	0.4	3
Mt. Vernon Avenue	Road of Remembrance	Officer Catchings Drive	0.6	3
W. Capitol Street	Monument Street	Robinson Road	0.2	3
Amite Street	Gallatin Street	W. Capitol Street	0.5	3
Central Street	S. Prentiss Street	Poindexter Street	1.1	3
Pointdexter Street	Deer Park Street	Robinson Road	0.2	3
Sewanee Drive	Mt. Vernon Avenue	Rosslyn Avenue	0.4	3
Kingsroad	Sunset Drive	O'Bannnon	0.1	4
Kingsroad	O'Bannon	Milo Avenue	0.3	4
Queensroad Avenue	Sunset Drive	O'Bannnon	0.1	4
O'Bannon	Northside Drive	Sunset Drive	0.6	4
Overbrook Road	Queensroad Avenue	California Avenue	0.2	4
Castle Cove	Cypress Drive	Cul-De-Sac	0.1	4
Riffle Avenue	Wynndyke Circle	Dead End	0.2	4
Tiki Lane	Raymond Road	New Post Road	0.2	4
Greenmont Drive	Highway 18	Greenmond Dr.	0.5	4
Raymond Road	Forest Hill Road	Siwell Road	1.6	4
California Avenue	Northside Drive	Ridgeway Street	1	4

3. Road Resurfacing

ROAD NAME	BEGIN TERMINI	END TERMINI	LENGTH (MI)	WARD
Warner Avenue	Utah Street	Ridgeway Street	0.7	4
Parkway Avenue	Overbrook Street	Ridgeway Street	0.9	4
Wallce Street	Montgomery Drive	Dead End	0.2	4
Sunset Drive	Northside Drive	Coleman Avenue	1.2	4
Claiborne Avenue	W. Capitol Street	Robinson Road	0.5	5
First Avenue	S. Prentiss Street	Claiborne Avenue	0.7	5
St. Charles Street	S. Prentiss Street	Bobby Rush Blvd	1	5
S. Prentiss Street	Capitol Street	Robinson Road	0.6	5
Buena Vista Avenue	1st Avenue	Robinson Road	0.3	5
Eastview Street	St. Charles Street	Robinson Road	0.5	5
Valley Street	W. Capitol Street	Robinson Road	0.8	5
Fredrica Avenue	W. Capitol Street	Robinson Road	0.8	5
Lexington Avenue	W. Capitol Street	Robinson Road	0.8	5
Arbor Vista Blvd	St. Charles Street	Robinson Road	0.5	5
Brandon Avenue	Claiborne Avenue	Robinson Road	0.3	5
Columbus Street	Grenada Street	1st Avenue	0.4	5
S. Denver Street	W. Capitol Street	1st Avenue	0.4	5
Marcus L. Butler Drive	St. Charles Street	W. Capitol Street	0.4	5
Delaware Avenue	St. Charles Street	W. Capitol Street	0.3	5
Clinton Avenue	Houston Avenue	Valley Street	0.6	5
Latimer Avenue	Houston Avenue	Marcus Butler Dirve	0.3	5
Kolb Avenue	St. Charles Street	W. Capitol Street	0.3	5
Wacaster Street	St. Charles Street	W. Capitol Street	0.5	5
Grenada Street	Valley Street	Capitol Court	0.1	5
Capitol Court	Cul-De-Sac	W. Capitol Street	0.2	5
Cummins Street	Belvedere Drive	Oakhurst Drive	0.5	5
Glen Street	W. McDowell	Dead End	0.4	5
McCluer Road	Henderson Road	Terry	3	6
Terry Road	Lakeshore Road	Byram City Limits	2.1	6
Forest hill Road	Terry Road	Lakeshore Road	1.8	6
Elton Road	Terry Road	State Maintenance Sign	0.7	6

4. Miscellaneous Repairs			
Description of Work	Location	LF	Ward
Pipe Culvert Replacement	6385 Livingston Road	24	2
Pipe Culvert Replacement	6395 Livingston Road	26	2
Pipe Culvert Replacement	1539 Fairwood Drive	24	2
Pipe Culvert Replacement	Beaverbrook Drive	28	3
Pipe Culvert Replacement	Norman Street	24	2
Inlet Repair	3860 Hawthorne Drive	1	7
Culvert Cleaning	3560 Bowers Street	180	7

WHEREAS, compensation for the work shall be provided as follows:

COMPENSATION FOR BASIC AND ADDITIONAL SERVICES:

A. COST SUMMARY:

- **Construction Cost:** The projected estimated cost for construction for all of the above improvements is **$28,278,418.00**.

Item	Description	Construction Cost
1	**Creek Clearing & Grubbing**	$ 15,236,118.00
2	**Bridge Clearing**	$ 2,840,000.00
3	**Road Resurfacing**	$ 9,852,500.00
4	**Miscellaneous Repairs**	$ 349,800.00
5	**Total**	**$ 28,278,418.00**

B. ENGINEERING COST BREAKDOWN

The engineering fee for this project has been established utilizing the FEMA Fee Curve B as directed by the City. It has been established by City and IMS that the FEMA Fee Percentage for Basic Engineering Services will be 7.4% of the Construction Cost. The Total Engineering Cost is projected to be: **$2,134,880.00** (see summary table below).

Item	Description[1]	FEMA Fee Curve B	Subtotal	Total	Payment Type
1	**Basic Engineering Fee Calc.**	**7.4%**		**$2,092,604.00**	
1.1	Design, Advertising and Bidding Phase		$1,046,302.00		Lump Sum
1.2	Construction Admin		$1,046,302.00		Hourly (Not-To-Exceed)
2	**Project Expenses**			**$42,276.00**	Time and Material
3	**Total**			**$2,134,880.00**	

1. Basic Engineering Fee does not include additional services and reimbursable project expenses. See list of additional services identified below (the list is not exclusive).
   a. The Basic Engineering fee for Design, Advertising and Bidding Phase is **$1,046,302.00** (Lump Sum).
   b. The fee for Construction Engineering Phase will be on an hourly basis for a projected amount of **$1,046,302.00** (Not-To-Exceed).

c. Project Expenses (Mileage, Printing Cost, etc.) shall be paid for cost incurred and receipts will be submitted with invoices. The projected cost for expense is **$42,276.00** (Time and Material).

Additional Services: The basic engineering fee **does not include services** that may be required during the design and construction phase of the of the project. Additional services may include (but are not limited to):

- Engineering Surveys
- Environmental Assessments,
- Right-of-Way Acquisition, Permits, and Temporary Construction Easements
- Geotechnical Engineering, Soil Borings, and Material Testing
- Full Time Onsite Project Representative / Resident Project Engineer

These services and the associated cost will be determined (if required) for each project group bid package and will be billed for time and material.

Construction Engineering Cost Breakdown for Hourly Fee (NTE):

	ENGINERING COST	**Construction Engineering & Inspection Phase**		
1.2	**CLASSIFICATION / POSITION**	**HOURLY RATE**	**PROJECTED HOURS**	**COST**
1	PRINCIPAL	$ 316.00	100	$ 31,600.00
2	REGIONAL MANAGER	$ 268.00	196	$ 52,528.00
3	SENIOR PROJECT MANAGER / Group Manager	$ 243.00	384	$ 93,312.00
4	PROJECT ENGINEER II	$ 164.00	608	$ 99,712.00
5	ENGINEER INTERN II	$ 113.00	664	$ 75,032.00
6	ADMINISTRATIVE II	$ 99.00	392	$ 38,822.00
7	CONSTRUCTION REP II	$ 96.00	6826	$ 655,296.00
B	**Projected: Manhour Cost**			**$ 1,046,302.00**

WHEREAS, Integrated Management Services, Inc. proposes to perform the work under Task Order No. 2 according to the following schedule:

PROJECT SCHEDULE: Listed below are tentative projected schedules for each Project Groups. These are general schedules that will be used for each Construction Bid Package. The publication, bid opening, and contract issuance dates will be coordinated with the City and adjusted accordingly.

This projected time for design and construction timeline will be updated and adjusted accordingly during the design phase;

PROJECT GROUP 1: CREEK CLEARING & GRUBBING: IMS Shall be responsible for Design, Bidding/Advertising, and Construction Engineering & Inspection to clean, clear and grub 30 Creek Sections {approximately 99,275-LF (18.8 Miles)} located throughout all Seven Wards within the City of Jackson;

PROJECT GROUP 2: BRIDGE CLEARING: IMS Shall be responsible for Design, Bidding/Advertising, and Construction Engineering & Inspection to clean, clear and grub over 142 Bridges located throughout all Seven Wards within the City of Jackson;

PROJECT GROUP 3: ROAD RESURFACING: IMS Shall be responsible for Design, Bidding/Advertising, and Construction Engineering & Inspection to resurface 66 Roads (approximately 38 Miles) located throughout the City of Jackson;

PROJECT GROUP 4: MISCELLANEOUS REPAIRS: IMS Shall be responsible for Design, Bidding/Advertising, and Construction Engineering & Inspection to replace, repair and clean culverts and inlets along with addressing street drainage issues in various locations throughout the City of Jackson; and

WHEREAS, the project schedule is attached hereto and incorporated into this order; and

WHEREAS, the terms and conditions of the Agreement remain the same as those in the original Agreement, except for the additional terms set forth in this order.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Task Order No. 2 of the Professional Engineering Services Agreement with Integrated Management Services, Inc. in an agreed upon lump sum amount of $1,046,302.00 for the design, and advertisement and bidding phases of the project, a not to exceed amount of $1,046,302.00 for construction engineering & inspection, and project expenses of $42,276.00 for a total amount of $2,134,880.00 for the completion of the project, which shall not be increased without further City Council approval with a term through March 30, 2026 for completion of all the engineering services set forth above.

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

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

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting January 14, 2025. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

This is Task Order No. 2 , consisting of 21 pages.

Task Order 2

In accordance with paragraph 1.01 of Agreement Between Owner and Engineer dated May 9, 2024 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: Phase 2 (Design Engineering), Phase 3 (Advertising & Bidding) and Phase 4 (Construction Engineering & Inspection) for Infrastructure Modernization Bond Issue. Refer to Exhibit A of the Agreement for Details.

B. Description: The Engineer provided the Owner a detailed report for the Infrastructure Improvements as described in Phase 1 (Preliminary Engineering) of Exhibit A as per Task Order No. 1. This task order will implement to Phase 2 thru Phase 4 of Exhibit A. See attachment for additional details.

2. Services of Engineer

The following tasks as identified in the Exhibit A are to be undertaken for Task Order 2:

1. Phase 2 (Design Engineering)
2. Phase 3 (Advertising & Bidding)
3. Phase 4 (Construction Engineering & Inspection)

3. Owner's Responsibilities

- Designate a person to act as the point of contact on behalf of the Owner with respect to the management of this Engineer Agreement
- Cooperating with and assisting the Engineer implementing task order as needed and requested by Engineer.

4. Times for Rendering Task Order Services

Refer to attached Tentative Schedule and Cost.

5. Other Modifications to Agreement:

N/A

6. **Attachments:**

- Proposed improvements from Task Order 1.
- Schedule
- Cost

7. **Documents Incorporated by Reference:**

N/A

This document is part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

ENGINEER

by: _____
Signature

Tommy Avant, PE
Name

Corporate Vice President of Engineering
Title

OWNER

by: _____
Signature

Chokwe A. Lumumba
Name

Mayor
Title

This is Task Order No. 2 , consisting of 21 pages.

Task Order 2

In accordance with paragraph 1.01 of Agreement Between Owner and Engineer dated May 9, 2024 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: Phase 2 (Design Engineering), Phase 3 (Advertising & Bidding) and Phase 4 (Construction Engineering & Inspection) for Infrastructure Modernization Bond Issue. Refer to Exhibit A of the Agreement for Details.

B. Description: The Engineer provided the Owner a detailed report for the Infrastructure Improvements as described in Phase 1 (Preliminary Engineering) of Exhibit A as per Task Order No. 1. This task order will implement to Phase 2 thru Phase 4 of Exhibit A. See attachment for additional details.

2. Services of Engineer

The following tasks as identified in the Exhibit A are to be undertaken for Task Order 2:

1. Phase 2 (Design Engineering)
2. Phase 3 (Advertising & Bidding)
3. Phase 4 (Construction Engineering & Inspection)

3. Owner's Responsibilities

- Designate a person to act as the point of contact on behalf of the Owner with respect to the management of this Engineer Agreement
- Cooperating with and assisting the Engineer implementing task order as needed and requested by Engineer.

4. Times for Rendering Task Order Services

Refer to attached Tentative Schedule and Cost.

5. Other Modifications to Agreement:

N/A

6. **Attachments:**

- Proposed improvements from Task Order 1.
- Schedule
- Cost

7. **Documents Incorporated by Reference:**

N/A

This document is part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

ENGINEER

by: _____
Signature

Tommy Avant, PE
Name

Corporate Vice President of Engineering
Title

OWNER

by: _____
Signature

Chokwe A. Lumumba
Name

Mayor
Title

CITY OF JACKSON
INFRASTRUCTURE IMPROVEMENTS PROGRAM
Task Order 2 Attachment

1. **Project Implementation:** IMS Shall develop plans and specifications to make improvements to the following based on Phase 1 Initial Assessment:

Item	Project Group Description
1	**Creek Clearing & Grubbing**
2	**Bridge Clearing**
3	**Road Resurfacing**
4	**Miscellaneous Repairs** (Pipe Culvert Replacement, Inlet Repairs, Culvert Cleaning, Storm Drain Pipe Replacement, etc.)

In an effort to expedite projects, Multiple Construction Contracts will be prepared for construction to be performed in multiple areas throughout the City. We are projecting to issue four contracts consisting of plans and specifications for each of the project groups listed below. During the design development phase, IMS will coordinate with the City to make adjustments to the contracts accordingly. The City will provide IMS with frontend documents and general conditions for each contract.

Project Group	Description
1	Creek Clearing & Grubbing
2	Bridge Clearing
3	Road Resurfacing
4	Miscellaneous Repairs
	Total Contracts

Listed below are of the areas identified for improvements by Ward for Project Groups above.

Please Note: this list is not exclusive and additional areas will be added to the list to address critical issues that may have not been identified during Phase 1 Initial Preliminary Assessment.

CITY OF JACKSON
INFRASTRUCTURE IMPROVEMENTS PROGRAM
Task Order 2 Attachment

1. Creek Clearing & Grubbing				
Creek Name	Begin Termini	End Termini	Ward	Length (LF)
White Oak Creek	Reconstruction of 500 L.F.		1	500
Tributary	Northtown Dr.	North Drive	1	3600
Tributary	Beasley Road	Jasmine Court	2	1300
Small Creek	Woodson Ct	Woodson Drive	2	750
Woodhaven Tributary	Woodhill Road	Beasley Road	2	3900
Lynch Creek Tributary	John Hopkins Road	Lynch Creek	2	4100
Lynch Creek Tributary	Queen Christina Lane	Flag Chapel Road	2	4100
Eubanks Creeks Tributary	State Street	Eubank Creek	2	3400
Haning Moss Creek	Kirkley Drive	Hanging Moss Road	2	3000
Tributary 2	Northwoood Village Apartments	Cathedral AME Church	3	5200
Tributary	Northside Drive	Medgar Evers Blvd	4	3000
Tributary	Officer Thomas Catchings	St. Charles Street	4	2700
Ditch Cleaning	Officer Thomas Catchings	Jayne Avenue	4	1600
Big Creek	Overlook Place	Raymond Road	4	1500
Ditch Cleaning	Richmond Circle	Tributary	4	125
Tributary	Greenmont Drive	Greenmont Drive	4	3500
Lynch Creek	Mt. Vernon Avenue	Jayne Avenue	4	3100
Valley Street Tributary	Okkes Used Auto Sales	Valley Street	5	2900
Lynch Creek	John R. Lynch Street	Willington Road	5	11000
Lynch Creek	Jayne Avenue	St. Charles Street	5	1200
Cany Creek	McDowell Road	Cooper Road	6	8000
Cany Creek Tributary	Forest Hill Road	Cany Creek	6	5500
Cany Creek Tributary	The Park at St. Andrew	The Park at St. Andrew	6	1500
Hardy Creek	Woodbine Street	Terry Road	6	2400
Trahon Creek	Twin Oaks Dr	Terry Road	6	2800
Trahon Creek	McCluer Road	1800 LF South East	6	1800
Eubanks Creeks	Northwest Street	I-55	7	9000
Tributary	E. Santa Clara St.	Shiloh Drive	7	400
Bellhaven Tributary	Riverside Drive	Laurel Street	7	1400
Caney Creek Tributary	E Leavell Wood Dr.	Caney Creek	7	6000

CITY OF JACKSON
INFRASTRUCTURE IMPROVEMENTS PROGRAM
Task Order 2 Attachment

2. Bridge Clearing				
No.	Bridge No.	Creek Crossing	Road	Ward
1	SA2500000000211	WHITE OAK CREEK	RIDGEWOOD RD	1
2	SA2500000000212	WHITE OAK CREEK	ADKINS DRIVE	1
3	SA2500000000214	HANGING MOSS CREEK	RIDGEWOOD RD	1
4	SA2500000000215	HANGING MOSS CREEK	OLD CANTON RD	1
5	SA2500000000273	LARGE STREAM	ST ANDREWS	1
6	SA2500000000274	LARGE DITCH	BRAE BURN	1
7	SA2500000000276	PURPLE CREEK	PLANTATION BLVD.	1
8	SA2500000000277	PURPLE CR	WOODFIELD	1
9	SA2500000000278	PURPLE CREEK	E COUNTY LINE RD	1
10	SA2500000000279	WHITE OAK CR	OLD CANTON RD	1
11	SA2500000000281	PURPLE CR	SEDGEWICK DR	1
12	SA2500000000282	PURPLE CR	OLD CANTON RD	1
13	SA2500000000284	PURPLE CR	WESTBROOK RD	1
14	SA2500000000285	WHITE OAK CR	WESTBROOK RD	1
15	SA2500000000286	LARGE STREAM	OLD CANTON RD	1
16	SA2500000000287	SMALL STREAM	LAKE CIR	1
17	SA2500000000288	SMALL STREAM	AZTEC DR	1
18	SA2500000000290	LARGE STREAM	EASTOVER DR	1
19	SA250000000A280	PURPLE CREEK	COLONIAL CIRCLE	1
20	SA2500000000191	WHITE OAK CR	N STATE ST	2
21	SA2500000000192	TRIB HANGING MOSS CR	BEASLEY RD	2
22	SA2500000000193	SMALL STREAM	COUNTY LINE RD	2
23	SA2500000000194	BCH HANGING MOSS CR	WATKINS DR	2
24	SA2500000000198	HANGING MOSS CR	COUNTY LINE RD	2
25	SA2500000000199	HANGING MOSS CREEK	BEASLEY ROAD	2
26	SA2500000000201	HANGING MOSS CR	WATKINS DR	2
27	SA2500000000202	TRIB HANGING MOSS CR	WATKINS DR	2
28	SA2500000000203	HANGING MOSS CR	LIVINGSTON RD	2
29	SA2500000000204	HANGING MOSS CREEK	HANGING MOSS ROAD	2
30	SA2500000000207	PARKER CREEK	STATE ST.	2
31	SA2500000000208	TRIB HANGING MOSS CREEK	BRIARWOOD DR	2
32	SA2500000000209	TRIB HANGING MOSS CR	CULLEY DR	2
33	SA2500000000409	BOGUE CHITTO CREEK	FLAG CHAPEL ROAD	2
34	SA2500000000413	BRANCH OF BOGUE CHITTO	FLAG CHAPEL RD	2
35	SA2500000000414	WHITE OAK CREEK	WEST COUNTY LINE	2
36	SA2500000000417	TRIB HANGING MOSS CK	CEDARS OF LEB RD	2
37	SA2500000000420	HANGING MOSS CREEK	MANHATTEN RD	2
38	SA2500000000421	DITCH	WEST COUNTY LINE	2
39	SA250000000A205	TRIB HANGING MOSS CREEK	HANGING MOSS RD	2

CITY OF JACKSON
INFRASTRUCTURE IMPROVEMENTS PROGRAM
Task Order 2 Attachment

2. Bridge Clearing

No.	Bridge No.	Creek Crossing	Road	Ward
40	SA250000000A206	TRIB HANGING MOSS CR	MEADOW RD	2
41	SA250000000A218	BCH HANGING MOSS CR	WOODWAY RD	2
42	SA250000000A410	BRANCH HANGING MOSS CK	BEASLEY ROAD	2
43	SA2500000000216	HANGING MOSS CREEK	STATE ST	3
44	SA2500000000238	SMALL DITCH	COMMERCE PARK	3
45	SA2500000000239	SMALL DITCH	LORENZ BLVD	3
46	SA2500000000240	SMALL DITCH	W. MITCHELL AVE	3
47	SA2500000000241	TRIB TO TOWN CREEK	READY MIX STREET	3
48	SA2500000000242	TRIB TOWN CREEK	TOOLE AVE	3
49	SA2500000000243	TRIB TOWN CR	LAVERNET RD	3
50	SA2500000000244	TOWN CREEK	FOROADAVE	3
51	SA2500000000245	LYNCH CR	JAYNE AVE	3
52	SA2500000000250	TOWN CR	WOODROW WILSON	3
53	SA2500000000251	TRIB TOWN CRK	W WOODROW WILSON	3
54	SA2500000000252	TRIBUTARY TOWN CR	M. L. KING JR. DR.	3
55	SA2500000000254	TRIB TOWN CREEK	ASH ST	3
56	SA2500000000255	TOWN CR	MAPLE ST	3
57	SA2500000000256	TRIB TOWN CREEK	ERIE ST	3
58	SA2500000000259	TRIB TOWN CREEK	MAPLE STREET	3
59	SA250000000A258	TRIB TOWN CREEK	DERRICK ST	3
60	SA250000000A264	TRIB TO TOWN CREEK	READY MIX STREET	3
61	SA2500000000101	TRIB LYNCH CREEK	MORSON RD	4
62	SA2500000000103	BCH LYNCH CR	WESTHAVEN BLVD	4
63	SA2500000000133	CANEY CREEK	TV ROAD	4
64	SA2500000000137	CANEY CR	GERTRUDE ST	4
65	SA2500000000138	CANEY CREEK	ALYCE ST	4
66	SA2500000000139	CANEY CR	RAYMOND RD	4
67	SA2500000000213	LARGE STREAM	COUNTRY CLUB DR	4
68	SA2500000000247	LYNCH CR	OFC THOMAS CATCHIN	4
69	SA2500000000248	LYNCH CREEK	MT VERNON	4
70	SA2500000000249	LYNCH CREEK	HOLDEN ST	4
71	SA2500000000268	LYNCH CREEK	LINBERGH DR	4
72	SA2500000000269	LYNCH CREEK	LINBERGH DR	4
73	SA2500000000270	LYNCH CREEK	DIXON RD	4
74	SA2500000000415	TRIB OF LYNCH CREEK	LINDSEY DRIVE	4
75	SA250000000A115	BCH OF BAKERS CREEK	MCRAVEN	4
76	SA250000000A234	LYNCH CR	COUNTRY CLUB DR	4
77	SA2500000000102	BCH LYNCH CREEK	DIXON RD	5
78	SA2500000000116	LYNCH CREEK	LYNCH ST	5

CITY OF JACKSON
INFRASTRUCTURE IMPROVEMENTS PROGRAM
Task Order 2 Attachment

2. Bridge Clearing

No.	Bridge No.	Creek Crossing	Road	Ward
79	SA2500000000117	TRIB LYNCH CREEK	CENTRAL ST	5
80	SA2500000000119	LYNCH CREEK	ELLIS AVE	5
81	SA2500000000120	LYNCH CREEK	ROBINSON RD	5
82	SA2500000000121	LYNCH CREEK	ST CHARLES ST	5
83	SA2500000000122	TRIB OF LYNCH CREEK	PRIMOS AVE	5
84	SA2500000000123	TRIB LYNCH CREEK	ELLIS AVE	5
85	SA2500000000124	LYNCH CREEK	VALLEY ST	5
86	SA2500000000126	LYNCH CR	W FRONTAGE TERRY R	5
87	SA2500000000141	SMALL STREAM	ALTA WOODS BLVD	5
88	SA2500000000142	THREE MILE CR	TERRY RD	5
89	SA2500000000147	HARDY CR	GREENWOOD AVE	5
90	SA250000000A136	CANEY CREEK	ROBINSON RD	5
91	SA2500000000052	TRAHON CREEK	TERRY ROAD	6
92	SA2500000000134	HARDY CR	DORGAN STR	6
93	SA2500000000144	HARDY CR	MCDOWELL RD	6
94	SA2500000000146	HARDY CREEK	WOODBINE ST	6
95	SA2500000000148	HARDY CR	TERRY RD	6
96	SA2500000000149	BCH BIG CREEK	N SIWELL RD	6
97	SA2500000000150	CANY CREEK	COOPER RD	6
98	SA2500000000151	CANEY CREEK	SMALLWOOD DR	6
99	SA2500000000156	CANEY CR	MCCLUER RD	6
100	SA2500000000157	TRIB&RELIEF CANEY CR	MCCLUER RD	6
101	SA2500000000162	SMALL DITCH	MCCLURE RD	6
102	SA2500000000430	HENDERSON RD	TRAHON CREEK	6
103	SA250000000A043	PRAHON CR	FOREST HILL RD	6
104	SA250000000A135	CANEY CREEK	MCDOWELL RD	6
105	SA250000000A145	HARDY CREEK	BROOKWOOD DR	6
106	SA250000000A152	BIG CREEK	RAYMOND RD	6
107	SA2500000000104	TOWN CREEK	N GALLATIN ST	7
108	SA2500000000108	TOWN CREEK	COURT STREET	7
109	SA2500000000109	TOWN CREEK	GRIFFITH ST	7
110	SA2500000000110	TOWN CREEK	MONUMENT ST	7
111	SA2500000000111	TRIB TOWN CR	MONUMENT ST	7
112	SA2500000000112	TOWN CREEK	FORTIFICATION ST	7
113	SA2500000000113	BCH OF TOWN CREEK	COHEA STREET	7
114	SA2500000000127	LYNCH CR	TERRY RD	7
115	SA2500000000128	PEARL RIVER	SILAS BROWN	7
116	SA2500000000129	TOWN CREEK	SOUTH WEST STREET	7
117	SA2500000000130	TOWN CR	RANKIN ST	7

CITY OF JACKSON
INFRASTRUCTURE IMPROVEMENTS PROGRAM
Task Order 2 Attachment

2. Bridge Clearing				
No.	Bridge No.	Creek Crossing	Road	Ward
118	SA2500000000132	TOWN CR	S STATE ST	7
119	SA2500000000223	EUBANKS CREEK	BAILEY AVE	7
120	SA2500000000225	EUBANKS CREEK	N. WEST STREET	7
121	SA2500000000227	EUBANKS CR	NORTHVIEW DR	7
122	SA2500000000228	EUBANKS CR	N STATE ST	7
123	SA2500000000229	EUBANKS CREEK	OLD CANTON RD	7
124	SA2500000000230	EUBANKS CR	EAGLE AVENUE	7
125	SA2500000000231	EUBANKS CR	CHICKASAW RD	7
126	SA2500000000233	EUBANKS CR	SEMINOLE	7
127	SA2500000000235	EUBANKS CR	WOODDALE DR	7
128	SA2500000000253	TRIB TOWN CREEK	ASH ST	7
129	SA2500000000257	TRIB TOWN CREEK	WINONA ST	7
130	SA2500000000261	TRIB TOWN CREEK	PLEASANT ST	7
131	SA2500000000262	TRIB TOWN CREEK	BELL ST	7
132	SA2500000000263	TRIB TOWN CREEK	ELM ST	7
133	SA2500000000265	SMALL UNNAMED STREAM	GREYMONT ST	7
134	SA2500000000266	LARGE STREAM	LAUREL ST	7
135	SA2500000000267	UNNAMED LARGE CHANNEL	ST ANN ST	7
136	SA2500000000404	TOWN CREEK	STATE ST FRONTAGE	7
137	SA2500000000422	PASCAGOULA STREET	COMMERCE STREET	7
138	SA2500000000429	UNNAMED CHANNEL	ST. MARY STREET	7
139	SA250000000A105	TOWN CREEK	S MILL ST	7
140	SA250000000A131	TOWN CREEK	SOUTH STREET	7
141	SA250000000A158	CANEY CR	TERRY RD	7
142	SA250000000A232	EUBANKS CREEK	HAWTHORNE ST	7

CITY OF JACKSON
INFRASTRUCTURE IMPROVEMENTS PROGRAM
Task Order 2 Attachment

3. Road Resurfacing				
ROAD NAME	BEGIN TERMINI	END TERMINI	LENGTH (MI)	WARD
MLK DRIVE	Ridgeway Street	Maderia Avenue	2.3	3
Bailey Avenue	Woodrow Wilson Avenue	W. Northside Drive	2	3
Overstreet Avenue	Fernwood Drive	Lavernet Road	0.4	3
Alamo Street	MLK	Overstreet	0.1	3
Week Street	MLK	Overstreet	0.2	3
Perkins Street	MLK	Overstreet	0.2	3
Hollman Avenue	MLK	Way Street	0.3	3
Kensington Avenue	MLK	Way Street	0.3	3
Marks Avenue	MLK	Overstreet	0.2	3
Marine Street	MLK	Morton Avenue	0.2	3
Ann Banks Street	MLK	Powers Avenue	0.3	3
Granberry Street	MLK	Ludlow Avenue	0.2	3
Crawford Street	MLK	Powers Avenue	0.3	3
Powell Rhodes Drive	MLK	Ludlow Avenue	0.2	3
Carver Street	MLK	Mobile Avenue	0.3	3
Lanier Avenue	MLK	Ludlow Avenue	0.2	3
Randall Street	MLK	Mobile Avenue	0.3	3
Prosperity Street	Woodrow Wilson Avenue	Peter Street	0.4	3
Mt. Vernon Avenue	Road of Rememberance	Officer Catchings Drive	0.6	3
W. Capitol Street	Monument Street	Robinson Road	0.2	3
Amite Street	Gallatin Street	W. Capitol Street	0.5	3
Central Street	S. Prentiss Street	Poindexter Street	1.1	3
Pointdexter Street	Deer Park Street	Robinson Road	0.2	3
Sewanee Drive	Mt. Vernon Avenue	Rosslyn Avenue	0.4	3
Kingsroad	Sunset Drive	O'Bannnon	0.1	4
Kingsroad	O'Bannon	Milo Avenue	0.3	4
Queensroad Avenue	Sunset Drive	O'Bannnon	0.1	4
O'Bannon	Northside Drive	Sunset Drive	0.6	4
Overbrook Road	Queensroad Avenue	California Avenue	0.2	4
Castle Cove	Cypress Drive	Cul-De-Sac	0.1	4
Riffle Avenue	Wynndyke Circle	Dead End	0.2	4
Tiki Lane	Raymond Road	New Post Road	0.2	4
Greenmont Drive	Highway 18	Greenmond Dr.	0.5	4
Raymond Road	Forest Hill Road	Siwell Road	1.6	4
California Avenue	Northside Drive	Ridgeway Street	1	4

CITY OF JACKSON
INFRASTRUCTURE IMPROVEMENTS PROGRAM
Task Order 2 Attachment

3. Road Resurfacing				
ROAD NAME	BEGIN TERMINI	END TERMINI	LENGTH (MI)	WARD
Warner Avenue	Utah Street	Ridgeway Street	0.7	4
Parkway Avenue	Overbrook Street	Ridgeway Street	0.9	4
Wallce Street	Montgomery Drive	Dead End	0.2	4
Sunset Drive	Northside Drive	Coleman Avenue	1.2	4
Claiborne Avenue	W. Capitol Street	Robinson Road	0.5	5
First Avenue	S. Prentiss Street	Claiborne Avenue	0.7	5
St. Charles Street	S. Prentiss Street	Bobby Rush Blvd	1	5
S. Prentiss Street	Capitol Street	Robinson Road	0.6	5
Buena Vista Avenue	1st Avenue	Robinson Road	0.3	5
Eastview Street	St. Charles Street	Robinson Road	0.5	5
Valley Street	W. Capitol Street	Robinson Road	0.8	5
Fredrica Avenue	W. Capitol Street	Robinson Road	0.8	5
Lexington Avenue	W. Capitol Street	Robinson Road	0.8	5
Arbor Vista Blvd	St. Charles Street	Robinson Road	0.5	5
Brandon Avenue	Claiborne Avenue	Robinson Road	0.3	5
Columbus Street	Greneada Street	1st Avenue	0.4	5
S. Denver Street	W. Capitol Street	1st Avenue	0.4	5
Marcus L. Butler Drive	St. Charles Street	W. Capitol Street	0.4	5
Delaware Avenue	St. Charles Street	W. Capitol Street	0.3	5
Clinton Avenue	Houston Avenue	Valley Street	0.6	5
Latimer Avenue	Houston Avenue	Marcus Butler Dirve	0.3	5
Kolb Avenue	St. Charles Street	W. Capitol Street	0.3	5
Wacaster Street	St. Charles Street	W. Capitol Street	0.5	5
Grenada Street	Valley Street	Capitol Court	0.1	5
Capitol Court	Cul-De-Sac	W. Capitol Street	0.2	5
Cummins Street	Belvedere Drive	Oakhurst Drive	0.5	5
Glen Street	W. McDowell	Dead End	0.4	5
McCluer Road	Henderson Road	Terry	3	6
Terry Road	Lakeshore Road	Byram City Limits	2.1	6
Forest hill Road	Terry Road	Lakeshore Road	1.8	6
Elton Road	Terry Road	State Maintenance Sign	0.7	6

CITY OF JACKSON
INFRASTRUCTURE IMPROVEMENTS PROGRAM
Task Order 2 Attachment

4. Miscellaneous Repairs			
Description of Work	Location	LF	Ward
Pipe Culvert Replacement	6385 Livingston Road	24	2
Pipe Culvert Replacement	6395 Livingston Road	26	2
Pipe Culvert Replacement	1539 Fairwood Drive	24	2
Pipe Culvert Replacement	Beaverbrook Drive	28	3
Pipe Culvert Replacement	Norman Street	24	2
Inlet Repair	3860 Hawthorne Drive	1	7
Culvert Cleaning	3560 Bowers Street	180	7

2. COMPENSATION FOR BASIC AND ADDITIONAL SERVICES:

A. COST SUMMARY:

- **Construction Cost:** The projected estimated cost for construction for all of the above improvements is **$28,278,418.00**.

Item	Description	Construction Cost
1	**Creek Clearing & Grubbing**	$ 15,236,118.00
2	**Bridge Clearing**	$ 2,840,000.00
3	**Road Resurfacing**	$ 9,852,500.00
4	**Miscellaneous Repairs**	$ 349,800.00
5	**Total**	**$ 28,278,418.00**

B. ENGINEERING COST BREAKDOWN

The engineering fee for this project has been established utilizing the FEMA Fee Curve B as directed by the City. It has been established by City and IMS that the FEMA Fee Percentage for Basic Engineering Services will be 7.4% of the Construction Cost. The Total Engineering Cost is projected to be: **$2,134,880.00** (see summary table below).

Item	Description[1]	FEMA Fee Curve B	Subtotal	Total	Payment Type
1	**Basic Engineering Fee Calc.**	7.4%		**$2,092,604.00**	
1.1	Design, Advertising and Bidding Phase		$1,046,302.00		Lump Sum
1.2	Construction Admin		$1,046,302.00		Hourly (Not-To-Exceed)
2	**Project Expenses**			**$42,276.00**	Time and Material
3	**Total**			**$2,134,880.00**	

1. Basic Engineering Fee does not include additional services and reimbursable project expenses. See list of additional services identified below (the list is not exclusive).
   a. The Basic Engineering fee for Design, Advertising and Bidding Phase is **$1,046,302.00** (Lump Sum).
   b. The fee for Construction Engineering Phase will be on an hourly basis for a projected amount of **$1,046,302.00** (Not-To-Exceed).
   c. Project Expenses (Mileage, Printing Cost, etc.) shall be paid for cost incurred and receipts will be submitted with invoices. The projected cost for expense is **$42,276.00** (Time and Material).

Additional Services: The basic engineering fee **does not include services** that may be required during the design and construction phase of the of the project. Additional services may include (but are not limited to):

- Engineering Surveys
- Environmental Assessments,
- Right-of-Way Acquisition, Permits, and Temporary Construction Easements
- Geotechnical Engineering, Soil Borings, and Material Testing
- Full Time Onsite Project Representative / Resident Project Engineer

These services and the associated cost will be determined (if required) for each project group bid package and will be billed for time and material.

CITY OF JACKSON
INFRASTRUCTURE IMPROVEMENTS PROGRAM
Task Order 2 Attachment

Construction Engineering Cost Breakdown for Hourly Fee (NTE):

	ENGINERING COST	Construction Engineering & Inspection Phase		
1.2	CLASSIFICATION / POSITION	HOURLY RATE	PROJECTED HOURS	COST
1	PRINCIPAL	$ 316.00	100	$ 31,600.00
2	REGIONAL MANAGER	$ 268.00	196	$ 52,528.00
3	SENIOR PROJECT MANAGER / Group Manager	$ 243.00	384	$ 93,312.00
4	PROJECT ENGINEER II	$ 164.00	608	$ 99,712.00
5	ENGINEER INTERN II	$ 113.00	664	$ 75,032.00
6	ADMINISTRATIVE II	$ 99.00	392	$ 38,822.00
7	CONSTRUCTION REP II	$ 96.00	6826	$ 655,296.00
B	**Projected: Manhour Cost**			**$ 1,046,302.00**

3. **PROJECT SCHEDULE:** Listed below are tentative projected schedules for each Project Groups. These are general schedules that will be used for each Construction Bid Package. The publication, bid opening, and contract issuance dates will be coordinated with the City and adjusted accordingly.

   This projected time for design and construction timeline will be updated and adjusted accordingly during the design phase.

   PROJECT GROUP 1: CREEK CLEARING & GRUBBING: IMS Shall be responsible for Design, Bidding/Advertising, and Construction Engineering & Inspection to clean, clear and grub 30 Creek Sections {approximately 99,275-LF (18.8 Miles)} located throughout all Seven Wards within the City of Jackson.

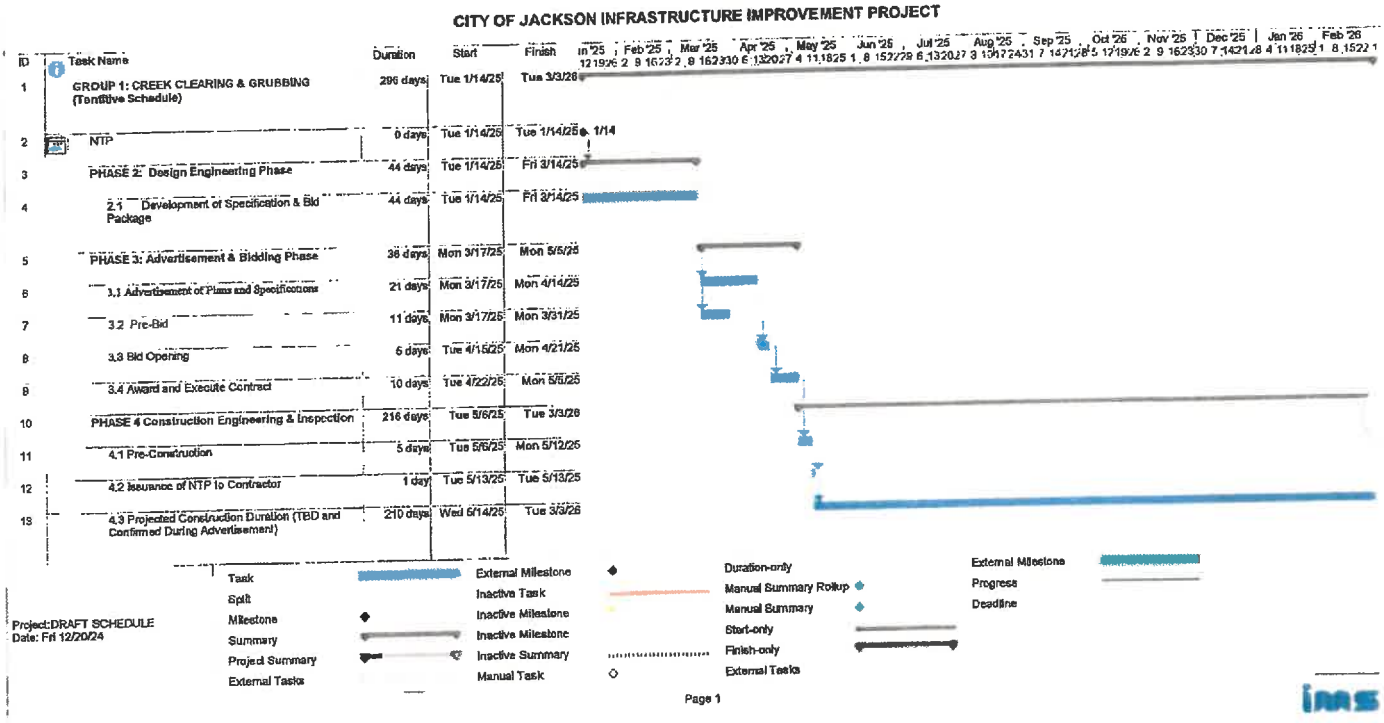
   PROJECT GROUP 2: BRIDGE CLEARING: IMS Shall be responsible for Design, Bidding/Advertising, and Construction Engineering & Inspection to clean, clear and grub over 142 Bridges located throughout all Seven Wards within the City of Jackson.

   PROJECT GROUP 3: ROAD RESURFACING: IMS Shall be responsible for Design, Bidding/Advertising, and Construction Engineering & Inspection to resurface 66 Roads (approximately 38 Miles) located throughout the City of Jackson.

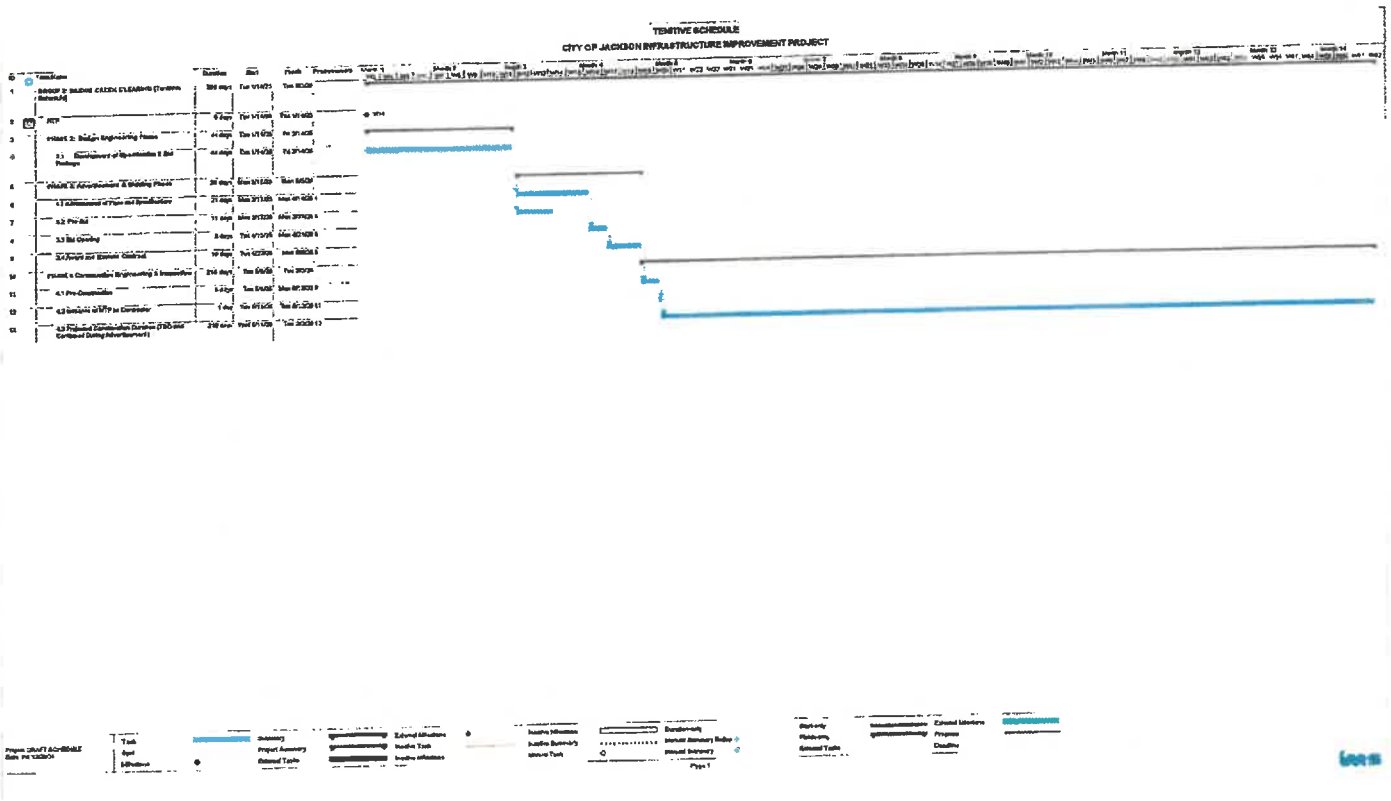
   PROJECT GROUP 4: MISCELLANEOUS REPAIRS: IMS Shall be responsible for Design, Bidding/Advertising, and Construction Engineering & Inspection to replace, repair and clean culverts and inlets along with addressing street drainage issues in various locations throughout the City of Jackson.

TENITIVE SCHEDULE

CITY OF JACKSON INFRASTRUCTURE IMPROVEMENT PROJECT

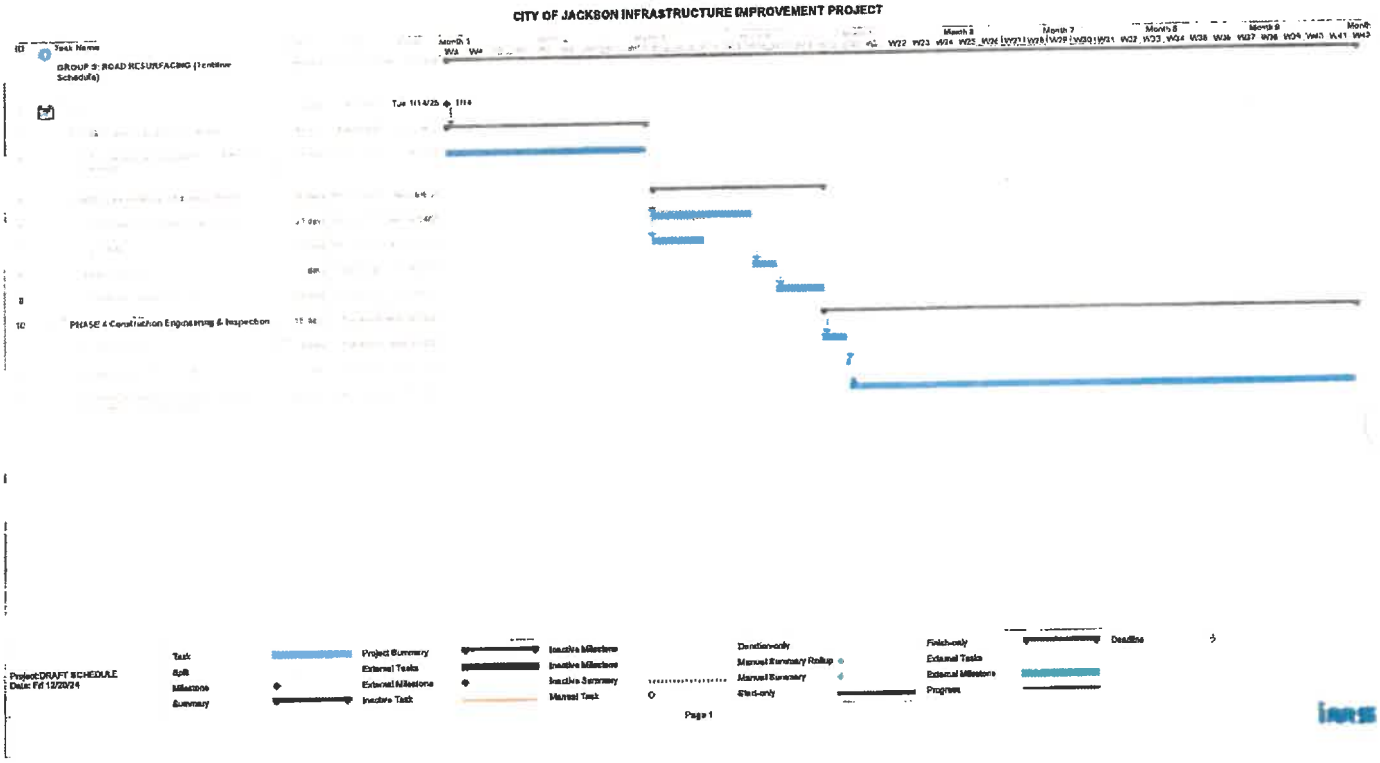


Project:DRAFT SCHEDULE
Date: Fri 12/20/24


TENTATIVE SCHEDULE
CITY OF JACKSON INFRASTRUCTURE IMPROVEMENT PROJECT

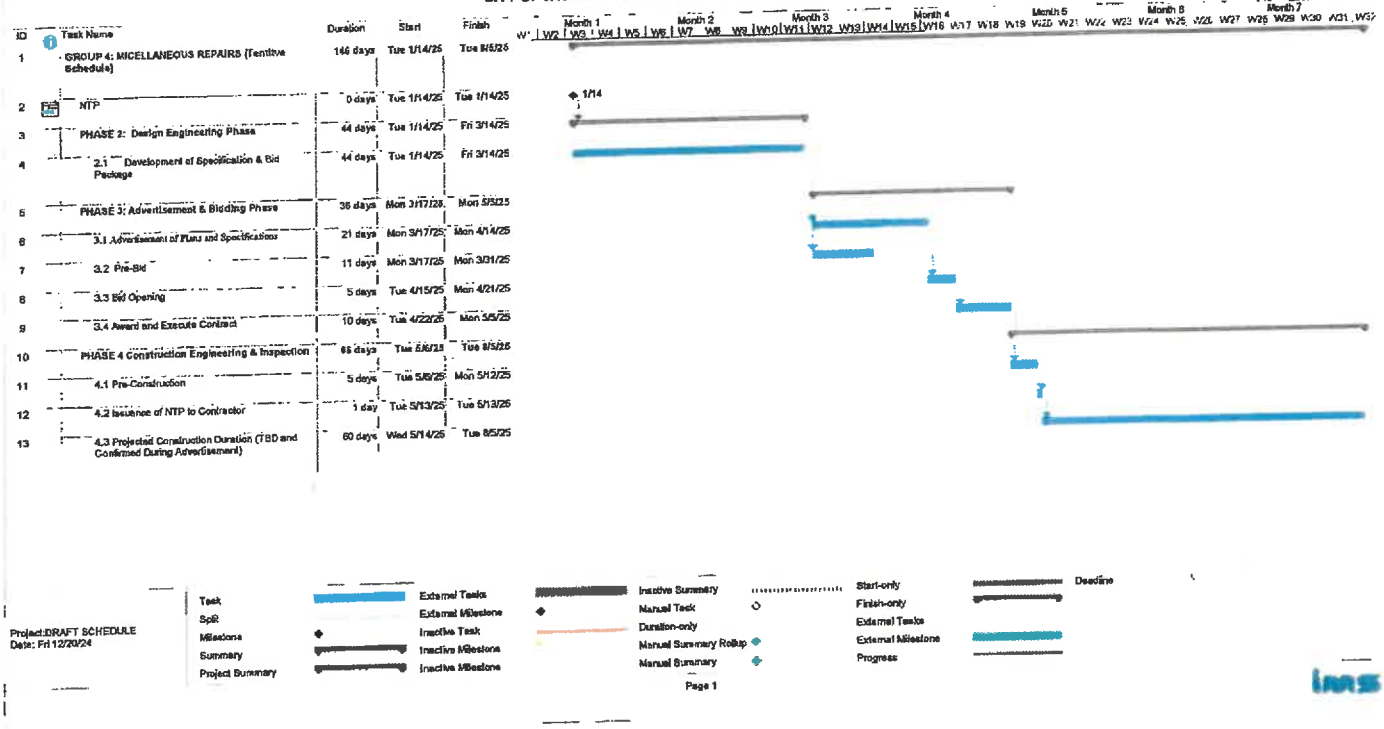
TENITIVE SCHEDULE

CITY OF JACKSON INFRASTRUCTURE IMPROVEMENT PROJECT



TENITIVE SCHEDULE

CITY OF JACKSON INFRASTRUCTURE IMPROVEMENT PROJECT



4. **Overall Project Location Map:** Attached is a summary of the Phase 1 Report and comprehensive map showing the location for the above projects.

THE CITY OF JACKSON MISSISSIPPI

INFRASTRUCTURE IMPROVEMENTS PROGRAM

Comprehensive Report Summary

October 11, 2024

1. **ASSESSMENT:**
   - Conducted preliminary visual inspections
   - Met with City Counsel Leaders for each Ward to discussed current problems that need to be address in each respective Ward.
   - Engaged with local residents
   - Participated in Town meetings
   - Conducted on-site interviews
   - Reviewed and utilized pertinent data provided from the city's "311 Hotline".
   - **Issues resulted from deferred maintenance and has led to significant problems requiring immediate attention.**

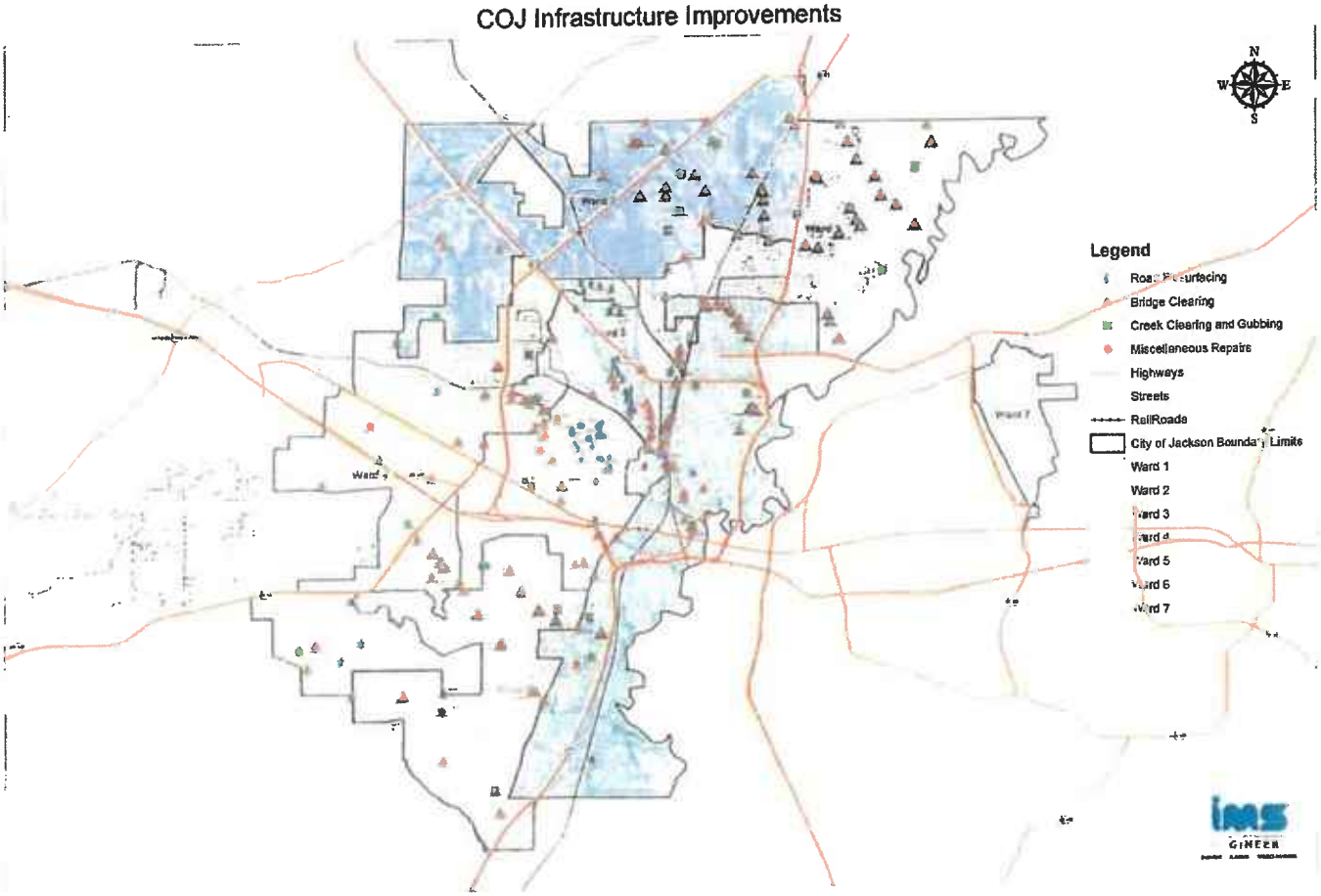
2. **OBSERVATION FROM ASSESSMENT:**
   - **Excessive vegetation** that has obstructed water flow and reduced channel capacities.
   - Various forms of **debris and waste buildup**, including fallen trees and accumulated litter (appliances, mattresses, etc.).
   - **Accumulation of debris and vegetation** has:
     - Intensified erosion problems along the creek banks.
     - Impacting adjacent infrastructure and properties.
   - **Erosion and bank** instability
   - **Obstructions blocking and restricting flow** in sections of creeks and tributaries -causing potential flood hazards to properties and adjacent roadways.

3. **RECOMMENDATION:**

Item	Description	Construction Cost	Engineering Cost	Total Cost
1	**Creek Clearing & Grubbing**	$ 15,236,118.00	$ 1,828,400.00	$ 17,064,518.00
2	**Bridge Clearing**	$ 2,840,000.00	$ 340,800.00	$ 3,180,800.00
3	**Road Resurfacing**	$ 9,852,500.00	$ 1,182,300.00	$ 11,034,800.00
4	**Miscellaneous Repairs**	$ 349,800.00	$ 42,000.00	$ 391,800.00
5	**Total**	**$ 28,278,418.00**	**$ 3,393,500.00**	**$ 31,671,918.00**

ims

COJ Infrastructure Improvements



ORDER AUTHORIZING THE MAYOR TO EXECUTE TASK ORDER NO. 3 TO A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH INTEGRATED MANAGEMENT SERVICES, INC. FOR THE INFRASTRUCTURE MODERNIZATION PROGRAM.

WHEREAS, the preceding City Council authorized the preceding Mayor to execute a professional engineering services agreement with Integrated Management Services, Inc. to identify, design, and oversee the construction of qualifying projects using the proceeds of a bond issue secured by funds the City expects to receive from the state Infrastructure Modernization Fund tax; and

WHEREAS, the preceding City Council also authorized the preceding Mayor to execute Task Order No. 1 under the agreement with Integrated Management Services, Inc. to provide initial preliminary engineering services, including, but not limited to, developing the general schedule for the program, identifying projects the governing authorities desire to see constructed using the bond funds, prioritizing the design of the identified projects, and developing estimated design costs for such projects; and

WHEREAS, the preceding City Council authorized the preceding Mayor to execute Task Order No. 2 under the agreement for Integrated Management Services, Inc. to provide the design engineering services, including procurement phase services, and the construction engineering and inspection services for the projects identified for construction under Task Order No. 1; and

WHEREAS, the compensation to Integrated Management Services, Inc. for Task Order No. 2 was an amount not to exceed $2,134,880.00; and

WHEREAS, Integrated Management Services, Inc. has completed the engineering design for the projects listed in Task Order No. 2; and

WHEREAS, prior to the current Mayor and City Council taking office, Integrated Management Systems, Inc. prepared projects for bid, which were advertised, bids received, but not awarded; and

WHEREAS, the Department of Public Works recommends that the City move forward with rebidding the projects currently designed; and

WHEREAS, the Department of Public Works proposes to add the following streets to the street resurfacing projects identified in Task Order 2:

Item No.	Description	Termini	Length (Miles)	Ward
1	Beasley Road	State Street to I-55 South Frontage Road	0.50	2
2	Whitestone Road	Beasley Road to Deadend	1.10	2
3	Woodhill Road	Hanging Moss to Westwind Road	0.40	2
4	Hanging Moss Road	Meadow Road to Forest Avenue (Address Drainage at Intersection)	0.50	2
5	Northside Drive	Medgar Evers Boulevard to State Street	3.50	1,2,3
6	St. Andrews Drive	(West) Old Canton Road to Deadend	0.50	1
7	Floral Drive	County Line Road to Beasley Road	1.4	2
	Total Mileage		7.9	

WHEREAS, the Department of Public Works proposes to remove the resurfacing of Elton Road between Terry Road and I-20 Frontage Road (the beginning of State maintenance), which is 0.7 miles, because funding for this project is being provided by the State of Mississippi through the Mississippi Department of Transportation and the Special Sales Tax Commission; and

WHEREAS, Integrated Management Services, Inc. proposes to repackage and readvertise the 1) Creek Clearing & Grubbing Projects; 2) Bridge Clearing Projects; 3) Road Resurfacing Projects; and 4) Miscellaneous Repairs Projects such that construction of the projects will proceed simultaneously in all of the City's wards; and

WHEREAS, to accomplish the described work, Integrated Management Services, Inc. proposes Task Order No. 3 that sets forth the following additions to Task Order No. 2 and revises it as follows:

1. The ENGINEER shall perform all necessary services to add the following road improvements to the current Task Order No. 2:

Item No.	Description	Termini	Length (Miles)	Ward
1	Beasley Road	State Street to I-55 South Frontage Road	0.50	2
2	Whitestone Road	Beasley Road to Deadend	1.10	2
3	Woodhill Road	Hanging Moss to Westwind Road	0.40	2
4	Hanging Moss Road	Meadow Road to Forest Avenue (Address Drainage at Intersection)	0.50	2
5	Northside Drive	Medgar Evers Boulevard to State Street	3.50	1,2,3
6	St. Andrews Drive	(West) Old Canton Road to Deadend	0.50	1
7	Floral Drive	County Line Road to Beasley Road	1.4	2
	Total Mileage		7.9	

2. The ENGINEER shall repackage and readvertise the projects for construction in multiple contracts to allow construction to be performed throughout the City of Jackson for all seven wards simultaneously (continuously and ongoing).
Listed below is the projection of the various Project Packages and projected construction cost to be advertised:

CREEK CLEARING (6 PROJECTS) – $15.3 MILLION

- Ward 1 and 7: Total 20,000 L.F. (Ward 1 3600 L.F & Ward 7 – 16,400 L.F.)
- Ward 2: 25,000 L.F.
- Ward 4: 19,800 L.F.
- Ward 5: 15,100 L.F.
- Ward 6: 22,000 L.F

BRIDGE CLEARING & GRUBBING (7 PROJECT) – $2.9 MILLION

- Ward 1 – 16 Bridges
- Ward 2 – 19 Bridges
- Ward 3 – 12 Bridges
- Ward 4 – 16 Bridges
- Ward 5 – 12 Bridges
- Ward 6 – 16 Bridges
- Ward 7 – 25 Bridges

ROAD RESURFACING (7 PROJECTS) – $15.3 MILLION

Ward 1 and 2 – 4.5 Miles
Ward 3 – 8.9 Miles
- Ward 3 (Bailey Avenue) – 2 Miles

Ward 3 (Northside Drive) – 3.5 Miles
Ward 4 – 5.2 Miles
Ward 5 – 12.3 Miles
- Ward 6 – 6.9 Miles

CONSTRUCTION COST SUMMARY:

- Construction Cost: The projected estimated cost for construction for all improvements is approximately $34M.

Item	Description	Estimated Construction Cost*
1	Creek Clearing & Grubbing	$ 15.3 M
2	Bridge Clearing	$ 2.9 M
3	Road Resurfacing	$ 15.3 M
4	Miscellaneous Repairs	$ 0.5 M
5	Total	$ 34.0 M

*Opinion Probable Cost for construction is based upon current rates. Cost is subject to change. Consultant has no control over the cost of labor, material, equipment, or services furnished by the Contractor, or over the Contractor's method of determining prices, or over competitive bidding or market conditions. Therefore, the consultant cannot guarantee that proposals, bids, or actual construction costs will not vary from the opinions or estimates of construction costs.

WHEREAS, to perform the additional scope of work, Integrated Management Services, Inc. has proposed additional compensation of $370,000.00; and

WHEREAS, the term of the Agreement shall be extended through March 30, 2027; and

WHEREAS, the terms and conditions of the Agreement and Task Orders Nos. 1 and 2 remain the same as those in the original Agreement and Task Orders, except for the additional terms set forth in this order.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Task Order No. 3 of the Professional Engineering Services Agreement with Integrated Management Services, Inc., increasing

the compensation in Task Order No. 2 from an agreed-upon lump sum of $1,046,302.00 for the design, advertisement, and bidding phases of the project, with a not-to-exceed amount of $1,046,302.00 for construction engineering and inspection, and project expenses of $42,276.00, for a total amount of $2,134,880.00 for the project completion, including an increase of $370,000.00, bringing the total for Tasks Orders No. 2 and 3 to not exceed $2,504,880.00. This amount shall not be increased without further City Council approval. The term of the Agreement is extended through March 30, 2027, to allow for the completion of all the engineering services outlined above.

+ Balcon Contract

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

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

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on January 27, 2026. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request

TASK ORDER NO. 3
TO THE AGREEMENT
BETWEEN
OWNER & ENGINEER

This Amendment is made a part of the Agreement Contract entered into on May 9, 2024, by and between the City of Jackson Mississippi, a municipal corporation ("Owner") and Integrated Management Services, Inc. ("Engineer"), whose address is 126 East Amite Street, Jacson, MS 39201.

WHEREAS, Task Order No. 1 of the Agreement was executed on May 9, 2024 for the Preliminary Engineering Phase to perform an Initial Assessment and Prioritization of projects, and

WHEREAS, Task Order No. 2 of the Agreement was executed on February 13, 2025 for Design, Advertising/Bidding, and Construction Engineering & Inspection for the Task Order No. 1 Initial Projects. And future projects (not included in Task Order No. 2), will be performed under new task orders, and

WHEREAS, Four Projects were advertised in May 2024 for construction under Task Order No. 2, and

WHEREAS, in July 2025 the OWNER transitioned under the leadership of a newly elected and appointed Administration, and

WHEREAS, the Bidding and Construction Phases for Task Order No. 2 were placed on hold to allow the New Administration to reassess Prioritization of Projects and Financial Allocations,

NOW, THEREFORE, IT IS HEREBY AGREED by the OWNER and ENGINEER to proceed with the Contract and Task Orders with the following additions and modifications:

I. MODIFICATIONS TO TASK ORDER 2:

1. The ENGINEER shall perform all necessary services to add the following road improvements to current Task Order No 2 (see attached listing for all roads):

Item No.	Description	Termini	Length (Miles)	Ward
1	Beasley Road	State Street to I-55 South Frontage Road (Waffle House)	0.50	2
2	Whitestone Road	Beasley Road to Deadend	1.10	2
3	Woodhill Road	Hanging Moss to Westwind Road	0.40	2
4	Hanging Moss Road	Meadow Road to Forest Avenue (Address Drainage at Intersection)	0.50	2

5	Northside Drive	Medgar Evers Boulevard to State Street	3.50	1, 2, 3
6	St. Andrews Drive (West)	Old Canton Road to Deadend	0.50	1
7	Floral Drive	County Line Road to Beasley Road	1.4	2
	Total Mileage		**7.90**	

2. Elton Road from Terry Road to I-20 Frontage Road (beginning of State maintenance) is removed from the list of streets to be resurfaced under this contract.

3. The ENGINEER shall repackage and readvertise the projects for construction in multiple contracts to allow construction to be performed throughout City of Jackson for all seven wards simultaneously (continuously and ongoing).

   Listed below is the projection of the various Project Packages and projected construction cost to be advertised:

   CREEK CLEARING (6 PROJECTS) – $15.3 MILLION
   - Ward 1 and 7: Total 20,000 L.F. (Ward 1 3600 L.F. & Ward 7 – 16,400 L.F.)
   - Ward 2: 25,000 L.F.
   - Ward 4: 19,800 L.F.
   - Ward 5: 15,100 L.F.
   - Ward 6: 22,000 L.F.

   BRIDGE CLEARING & GRUBBING (7 PROJECT) – $2.9 MILLION
   - Ward 1 – 16 Bridges
   - Ward 2 – 19 Bridges
   - Ward 3 – 12 Bridges
   - Ward 4 16 Bridges
   - Ward 5 – 12 Bridges
   - Ward 6 – 16 Bridges
   - Ward 7 – 25 Bridges

   ROAD RESURFACING (7 PROJECTS) – $15.3 MILLION
   - Ward 1 and 2 – 4.5 Miles
   - Ward 3 – 8.9 Miles
   - Ward 3 (Bailey Avenue) – 2 Miles
   - Ward 3 (Northside Drive) – 3.5 Miles
   - Ward 4 – 5.2 Miles
   - Ward 5 – 12.3 Miles
   - Ward 6 – 6.9 Miles

CONSTRUCTION COST SUMMARY:

- **Construction Cost:** The projected estimated cost for construction for all improvements is approximately **$34M**.

Item	Description	Estimated Construction Cost*
1	Creek Clearing & Grubbing	$ 15.3 M
2	Bridge Clearing	$ 2.9 M
3	Road Resurfacing	$ 15.3 M
4	Miscellaneous Repairs	$ 0.5 M
5	**Total**	**$ 34.0 M**

*Opinion Probable Cost for construction is based upon current rates. Cost is subject to change. Consultant has no control over the cost of labor, material, equipment, or services furnished by the Contractor, or over the Contractor's method of determining prices, or over competitive bidding or market conditions. Therefore, consultant cannot guarantee that proposals, bids or actual construction cost will not vary from the opinions or estimates of construction cost.

II. PAYMENT FOR ADDITIONAL SERVICES

The Engineer shall be paid an additional fee of $500,000 for additional services rendered under this amendment.

Item	Description	Additional Engineering Fee (NTE)
1	Modifications To Task 2	$ 370.000.00

III. TERM OF THE AGREEMENT

The term of the Agreement shall be extended through March 30, 2027.

Except as provided herein, all other terms and conditions set for in the original Agreement Contract of the parties and the preceding Task Order Nos. 1 & 2, and not otherwise modified by this Task Order No. 3, shall remain in full force and effect.

[Signatures following on the next page]

WITNESS our signatures in execution hereof, this, the 27 day of February 2026.

THE CITY OF JACKSON

Honorable Mayor John Horhn

Witness:

INTEGRATED MANAGEMENT SERVICES, INC.

Witness:

Tommy Avant, P.E.
Corporate Vice President of Engineering

ATTACHMENT
UPDATE LISTING OF STREET IMPROVEMENTS

Streets Added

Item	Project Name	Begin Terminal	Ending Terminal	Approximate Miles
W1-1	St. Andrews Drive (West Side)	Old Canton Road	Dead End	0.5
W2-1	Floral Drive	County Line Road	Beasley Road	1.4
W2-2	Whitestone Road	Beasley	Dead End	1.1
W2-3	Bealey Road	Wafflehouse	State Street	0.5
W2-4	Woodhill Road	Hanging Moss Road	Westwind Road	0.4
W2-5	Hanging Moss Road	Meadow Road	Forest Avenue	0.5
W3-1	MLK DRIVE	Ridgeway Street	Maderia Avenue	2.3
W3-2	Bailey Avenue	Woodrow Wilson Avenue	W. Northside Drive	2.0
W3-3	Overstreet Avenue	Fernwood Drive	Lavernet Road	0.4
W3-4	Alamo Street	MLK	Overstreet	0.1
W3-5	Week Street	MLK	Overstreet	0.2
W3-6	Perkins Street	MLK	Overstreet	0.2
W3-7	Hollman Avenue	MLK	Way Street	0.3
W3-8	Kensington Avenue	MLK	Way Street	0.3
W3-9	Marks Avenue	MLK	Overstreet	0.2
W3-10	Marine Street	MLK	Morton Avenue	0.2
W3-11	Ann Banks Street	MLK	Powers Avenue	0.3
W3-12	Granberry Street	MLK	Ludlow Avenue	0.2
W3-13	Crawford Street	MLK	Powers Avenue	0.3
W3-14	Powell Rhodes Drive	MLK	Ludlow Avenue	0.2
W3-15	Carver Street	MLK	Mobile Avenue	0.3
W3-16	Lanier Avenue	MLK	Ludlow Avenue	0.2
W3-17	Randall Street	MLK	Mobile Avenue	0.3
W3-18	Prosperity Street	Woodrow Wilson Avenue	Peter Street	0.4
W3-19	Mt. Vernon Avenue	Road of Rememberance	Officer Catchings Drive	0.6
W3-20	W. Capitol Street	Monument Street	Robinson Road	0.2
W3-21	Amite Street	Gallatin Street	W. Capitol Street	0.5
W3-22	Central Street	Pecan Boulevard	S. Prentiss	0.6
W3-23	Mobile Avenue	Woodrow Wilson Avenue	Randall Street	0.6
W3-24	Northside Drive	Medgar Evers Blvd	North State Street	3.5
W4-1	Kingsroad	Sunset Drive	O'Bannnon	0.1
W4-2	Kingsroad	O'Bannon	Milo Avenue	0.3
W4-3	Queensroad Avenue	Sunset Drive	O'Bannnon	0.1
W4-4	O'Bannon	Northside Drive	Sunset Drive	0.6
W4-5	Overbrook Road	Queensroad Avenue	California Avenue	0.2
W4-6	Castle Cove	Cypress Drive	Cul-De-Sac	0.1

Item	Project Name	Begin Termini	Ending Termini	Approximate Miles
W4-7	Riffle Avenue	Wyndyke Circle	Dead End	0.2
W4-8	Tiki Lane	Raymond Road	New Post Road	0.2
W4-9	California Avenue	Northside Drive	Ridgeway Street	1.0
W4-10	Warner Avenue	Utah Street	Ridgeway Street	0.7
W4-11	Parkway Avenue	Overbrook Street	Walter Dutch Welch Dr.	0.3
W4-12	Wallace Street	Montgomery Drive	Dead End	0.2
W4-13	Sunset Drive	Northside Drive	Coleman Avenue	1.2
W5-1	Claiborne Avenue	St. Charles Street	W. Capitol Street	0.4
W5-2	Moss Avenue	W. Capitol Street	Jayne Avenue	0.4
W5-3	Willing Avenue	Moss Avenue	Deadend	0.1
W5-4	Willing Avenue	Bobby Rush Boulevard	Houston Avenue	0.1
W5-5	Macy Street	Claiborne Avenue	Deadend	0.1
W5-6	First Avenue	S. Prentiss Street	Claiborne Avenue	0.7
W5-7	S. Prentiss Street	Capitol Street	Robinson Road	0.6
W5-8	Grand Avenue	Buena Vista Avenue	W. Capitol Street	0.8
W5-9	Grand Avenue	Fredrica Avenue	East View Street	0.1
W5-10	Buena Vista Avenue	1st Avenue	Robinson Road	0.3
W5-11	Eastview Street	St. Charles Street	Robinson Road	0.5
W5-12	Valley Street	W. Capitol Street	Robinson Road	0.8
W5-13	Fredrica Avenue	W. Capitol Street	Robinson Road	0.8
W5-14	Broadmoore Avenue	Fredrica Avenue	Valley Street	0.1
W5-15	Lexington Avenue	W. Capitol Street	Robinson Road	0.8
W5-16	Arbor Vista Blvd	St. Charles Street	Robinson Road	0.5
W5-17	Brandon Avenue	Claiborne Avenue	Robinson Road	0.3
W5-18	Columbus Street	Greneada Street	1st Avenue	0.4
W5-19	S. Denver Street	W. Capitol Street	1st Avenue	0.4
W5-20	Marcus L. Butler Drive	St. Charles Street	W. Capitol Street	0.4
W5-21	Delaware Avenue	St. Charles Street	W. Capitol Street	0.3
W5-22	Clinton Avenue	Houston Avenue	Valley Street	0.6
W5-23	Latimer Avenue	Houston Avenue	Marcus Butler Dirve	0.3
W5-24	Kolb Avenue	St. Charles Street	W. Capitol Street	0.3
W5-25	Wacaster Street	St. Charles Street	W. Capitol Street	0.5
W5-26	Wacaster Street	St. Charles Street	Buena Vista Avenue	0.4
W5-27	Grenada Street	Valley Street	Capitol Court	0.1
W5-28	Capitol Court	Cul-De-Sac	W. Capitol Street	0.2
W5-29	Capitol Court	Capitol Court	Grenada Street	0.1
W5-30	Capitol Way	Capitol Court	W. Capitol Street	0.1
W5-31	Cummins Street	Belvedere Drive	Oakhurst Drive	0.5
W5-32	Glen Street	W. McDowell	Dead End	0.4
W6-1	McCluer Road	Henderson Road	Terry	3.0
W6-2	Terry Road	Lakeshore Road	Byram City Limits	2.1

Item	Project Name	Begin Termini	Ending Termini	Approximate Miles
W6-3	Forest Hill Road	Terry Road	Lakeshore Road	1.8
			Total	**43.3**

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH WORD OF LIFE CHRISTIAN FELLOWSHIP, INC. PROVIDING FOR THE CARE AND MAINTENANCE OF PITTMAN PARK AND THE ADMINISTRATION OF PARK AND PAVILION RESERVATIONS, AT NO COST TO THE CITY

WHEREAS, this Order approves an agreement under which Word of Life Christian Fellowship, Inc. ("WOLCF"), a nonprofit, will help take care of Pittman Park by picking up litter, tending flower beds and shrubs, and cleaning the walkways, benches, and pavilion, and will handle the paperwork for people who want to reserve the park or its pavilion. The City will keep mowing the park, will keep owning and controlling it, and will receive every rental fee. WOLCF may raise its own money for park improvements, but only for projects the City Council approves. The agreement costs the City nothing, and either side may end it at any time; and

WHEREAS, Section 21-17-5 of the Mississippi Code vests the care, management, and control of municipal property in the governing authorities of every municipality; and

WHEREAS, Section 21-37-3 of the Mississippi Code gives the governing authorities of municipalities full jurisdiction over streets, sidewalks, sewers, and parks, including the power to repair, maintain, pave, sprinkle, adorn, and light them; and

WHEREAS, Pittman Park (the "Park") is a City-owned park in downtown Jackson, located in the Poindexter Park Historic District, which is listed in the National Register of Historic Places; and

WHEREAS, Word of Life Christian Fellowship, Inc. is a Mississippi nonprofit corporation recognized as exempt under Section 501(c)(3) of the Internal Revenue Code, whose activities are designed, among other things, to create a vibrant downtown community; and

WHEREAS, WOLCF wishes to assist the City in caring for, maintaining, and improving the Park, and in administering reservations for the use of the Park and its pavilion, and has proposed that a Memorandum of Understanding (the "MOU") be considered by the governing authorities; and

WHEREAS, the City will act under the MOU through its Department of Public Works, which is responsible for maintenance of and infrastructure improvements to City parks; and

WHEREAS, the purpose of the MOU is to enable WOLCF to raise funds for and carry out care, maintenance, and improvement activities at the Park for the enjoyment of the public, and to assist the City in administering Park reservations, and the City does not, by the MOU, divest itself of ownership or control of the Park, lease or convey any interest in the Park, or delegate any of its governmental authority; and

WHEREAS, the MOU becomes effective when it has been approved by the governing authorities of the City and the governing body of WOLCF and signed by both parties, and remains in effect for one (1) year, renewing automatically for successive one-year periods unless terminated; and

WHEREAS, under the MOU the City will continue to mow the Park's lawns and turf areas on its regular schedule, WOLCF will not mow the Park and has no responsibility for mowing, the City retains

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October 20, 2026
(Anderson, Horhn)

ownership of and final authority over the use, operation, and condition of the Park and all of its grounds, sidewalks, monuments, pavilion, and other structures, and the City remains responsible for the Park's existing grounds, trees, structures, utilities, lighting, and drainage, except for conditions created by WOLCF or its contractors; and

WHEREAS, the City may, but is not obligated to, perform additional care and maintenance or contribute funds for capital improvements, using available resources, including fees remitted for use of the pavilion; and

WHEREAS, WOLCF may, at its option and expense, perform litter pickup and trash removal; landscaping, including planting, mulching, weeding, and care of flower beds and shrubs; light hand-pruning of shrubs and low tree limbs reachable from the ground; sweeping and cleaning of walkways, benches, and the pavilion; and other routine care approved in advance and in writing by the Director of Public Works or the Director's designee (the "Director"); and

WHEREAS, unless approved in writing by the Director, WOLCF will not perform mowing, tree removal or pruning requiring ladders, lifts, or climbing, electrical, plumbing, or structural work, or application of restricted-use pesticides; WOLCF is not obligated to perform any particular activity or at any particular frequency; the City will not rely on WOLCF for any maintenance the City is required by law to perform; and WOLCF will coordinate its work with the Department of Public Works so that it does not conflict with City mowing, scheduled reservations, or public events; and

WHEREAS, WOLCF may administer reservations for the Park and its pavilion on the City's behalf, in an administrative role limited to receiving applications, checking availability, maintaining the reservation calendar, communicating with applicants, and forwarding completed applications and fees to the Department of Public Works within two (2) business days of receipt, using only the City's reservation application and applying only the City's rules, ordinances, and policies and state law, without adding conditions, forms, or rules of its own; and

WHEREAS, no reservation is final until confirmed by the Department of Public Works, the Director may approve, deny, condition, or cancel any reservation under the City's rules, any applicant may appeal a decision directly to the Director, and WOLCF will give the Department continuous access to the reservation calendar and promptly enter any reservation or closure the City makes directly; and

WHEREAS, the only fees for use of the Park are those established by the City, which as of the effective date of the MOU consist solely of the pavilion use fee of $35.00; any change to the City's fee schedule controls without amendment of the MOU; and WOLCF will not assess, request, or accept any fee, deposit, donation, or other charge as a condition of, or in connection with, a reservation or use of the Park; and

WHEREAS, all fees will be paid by check, money order, or another method approved by the City, made payable only to the "City of Jackson"; WOLCF will not accept cash or deposit or hold fees in any WOLCF account; and all fees are public funds of the City; and

WHEREAS, WOLCF will schedule reservations on a first-come, first-served basis without regard to an applicant's religion, viewpoint, message, or affiliation, or any characteristic protected by federal, state, or local law; WOLCF's own events receive no priority or preference; WOLCF will not condition any reservation, service, or access to the Park on participation in, attendance at, or support of any religious

activity, or use its administrative role to promote WOLCF or its religious mission; no signs, plaques, banners, or markers, including donor recognition, may be placed in the Park by or for WOLCF without the Director's prior written approval; and the Park remains open to the public on the same terms as other City parks, with WOLCF having no authority to exclude any person; and

WHEREAS, WOLCF may seek and apply for grants, appropriations, and donations from individuals, private and governmental sources, and private and public foundations, to be spent on improving, repairing, promoting, and maintaining the Park, its grounds, sidewalks, and monuments, and on capital improvements in the Park; WOLCF will have complete authority and control over the expenditure of funds it obtains, subject to the terms under which it acquired them and the City's approval of improvement projects; and WOLCF will not state or suggest that the City is seeking money, that WOLCF is acting as the City's agent, or that donations are made to the City, though it may accurately state that it supports the Park under an MOU with the City; and

WHEREAS, WOLCF may plan and carry out improvement projects that it funds, such as sidewalk repair, drainage improvement, landscaping, and replacement of structures, only after the project has been submitted to and approved by the City's governing authorities, with each submission describing the scope of work, plans or drawings as appropriate, estimated cost and source of funds, proposed contractor, schedule, and any effect on Park use; all projects are subject to City review and must follow the City's permitting and site-plan processes; and on completion WOLCF will provide final inspections, warranties, as-built drawings where applicable, and evidence that all contractors and suppliers have been paid in full; and

WHEREAS, every improvement made to the Park under the MOU becomes the property of the City upon completion, without payment by the City, and will inure to the benefit of the public; WOLCF acquires no ownership interest, leasehold, easement, or other property right in the Park or any improvement; and the City may modify or remove any improvement in its discretion; and

WHEREAS, to the extent permitted by law, each party is responsible for claims, losses, and damages arising from its own acts and omissions and those of its employees, agents, and contractors; WOLCF is not responsible for the acts or omissions of the City, the City's mowing, or the Park's existing condition; the City's liability remains governed by the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-1 et seq., and nothing in the MOU waives any immunity, defense, or limitation available to the City or its employees; the City does not agree to indemnify, defend, or hold harmless WOLCF or any other person; and WOLCF acts as an independent organization and not as an employee, officer, or agent of the City; and

WHEREAS, while performing any activity under the MOU, WOLCF will maintain commercial general liability insurance of at least $500,000 per occurrence and $1,000,000 aggregate, naming the City, its officers, and employees as additional insureds, and automobile liability insurance of at least $1,000,000 combined single limit if it uses vehicles at the Park; will deliver certificates of insurance and the additional-insured endorsement to the Department of Public Works before beginning any activity; will give the City thirty (30) days' written notice of cancellation or material change; and will suspend all maintenance and improvement activities if required insurance lapses; and

WHEREAS, WOLCF is completely responsible for the selection, supervision, and payment of all contractors and subcontractors performing construction, renovation, or other improvement work at the Park with funds WOLCF raises; the City will not be named or cited as project owner, a party, or a guarantor

in any such contract, and no contract will obligate the City to pay any sum; and each contract will require the contractor to hold all licenses required by Mississippi law, including a certificate of responsibility from the Mississippi State Board of Contractors where required, to carry commercial general liability insurance of at least $500,000 per occurrence and $1,000,000 aggregate, automobile liability insurance of at least $1,000,000, and statutory workers' compensation insurance, naming the City and WOLCF as additional insureds, to indemnify, defend, and hold harmless the City and WOLCF from claims arising from the contractor's work, to furnish performance and payment bonds naming WOLCF and the City as obligees for any project with a contract price over $50,000, and to deliver final lien waivers and releases on completion; and

WHEREAS, WOLCF will supervise its volunteers, provide appropriate safety instruction and equipment, require participants under eighteen (18) to be accompanied by a parent, guardian, or adult supervisor, and may require its volunteers to sign WOLCF's own release forms, to which the City will not be a party; and

WHEREAS, the City is not obligated to provide any funding for the activities WOLCF undertakes under the MOU, and any City contribution requires separate approval by the governing authorities; and

WHEREAS, WOLCF will give the Department of Public Works updates at least quarterly on its care and maintenance activities, improvement projects, and any changes to the Park; will keep complete records of all reservation applications, communications, and fees it handles, deliver them to the City on request and on termination, and acknowledge that they may be public records under the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1 et seq.; and will report to the Department of Public Works within twenty-four (24) hours any injury, property damage, or safety hazard at the Park of which it becomes aware; and

WHEREAS, either party may terminate the MOU at any time, without cause and without recourse, by written notice; on termination WOLCF will stop all activities, deliver all reservation records and any fees in its possession to the City within five (5) business days, and leave any project site in a safe condition, and the City will honor reservations it has already confirmed; and

WHEREAS, the MOU is a non-binding statement of the parties' mutual understanding, except that its provisions on fees, equal access and neutrality, ownership of improvements, allocation of responsibility, insurance, contractors, reservation records, and the obligations upon termination are binding on WOLCF while it performs any activity under the MOU and, where stated, after termination; the MOU creates no financial obligation of the City and no right enforceable by any person not a party; the MOU creates no partnership, joint venture, agency, or employment relationship; and WOLCF may not assign the MOU or delegate its reservation role without the City's prior written consent; and

WHEREAS, the MOU is governed by the laws of the State of Mississippi, may be amended only in writing signed by both parties and, for the City, approved by its governing authorities, and requires each party to comply with all applicable federal, state, and local laws; and

WHEREAS, the Department of Public Works recommends that the governing authorities enter into this Memorandum of Understanding.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute the Memorandum of Understanding with Word of Life Christian Fellowship, Inc. for the care and maintenance of Pittman Park

and the administration of Park and pavilion reservations, at no cost to the City, consistent with the terms set forth in this Order.

CITY COUNCIL AGENDA ITEM DATASHEET

October 12, 2026
DATE

(as revised 3/6/01)

	POINTS	COMMENTS
1.	**Brief Description / Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH WORD OF LIFE CHRISTIAN FELLOWSHIP, INC., PROVIDING FOR THE CARE AND MAINTENANCE OF PITTMAN PARK AND THE ADMINISTRATION OF PARK AND PAVILION RESERVATIONS, AT NO COST TO THE CITY**
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**	Citizens of Jackson, particularly downtown residents and visitors who use Pittman Park and reserve its pavilion
4.	**Benefits**	Word of Life Christian Fellowship, Inc. will provide litter pickup, landscaping, and cleaning at Pittman Park, and may fund Council-approved improvements, at no cost to the City. It will also handle the paperwork for park and pavilion reservations. The City keeps mowing the park, keeps ownership and control, approves every reservation, and receives all fees.
5.	**Schedule (beginning date)**	Upon execution by the Mayor following City Council approval. One-year term, renewing automatically for successive one-year periods; either party may terminate at any time by written notice.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 5. Pittman Park, in the Poindexter Park Historic District, downtown Jackson.
7.	**Action implemented by:** ▪ **City Department** ▬ ▪ **Consultant** ▭	Department of Public Works, with Word of Life Christian Fellowship, Inc.
8.	**COST**	$0.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ▭ ▪ **Bond** ▭ ▪ **Other** ▬	None required. Word of Life Christian Fellowship, Inc. will use its own funds, grants, and donations. The $35.00 pavilion fee remains City revenue.

Office of the City Attorney

455 East Capitol Street
Post Office Box 1779
Jackson, Mississippi 39201-1779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH WORD OF LIFE CHRISTIAN FELLOWSHIP, INC., PROVIDING FOR THE CARE AND MAINTENANCE OF PITTMAN PARK AND THE ADMINISTRATION OF PARK AND PAVILION RESERVATIONS, AT NO COST TO THE CITY** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

10/15/24
DATE

Terry Williamson, *Legal Counsel*

200 S. President Street
Jackson, Mississippi 39201
(601) 960-1178
Hon. John Horhn, Mayor

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Hon. John Horhn, Mayor

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

DATE: October 12, 2026

RE: Memorandum of Understanding with Word of Life Christian Fellowship, Inc. for the Care and Maintenance of Pittman Park

Attached is an agenda item authorizing a Memorandum of Understanding (MOU) with Word of Life Christian Fellowship, Inc. (WOLCF), a 501(c)(3) nonprofit, for the care and maintenance of Pittman Park and the administration of park and pavilion reservations. The MOU lets WOLCF provide routine care at the park and raise private funds for Council-approved improvements, at no cost to the City.

This MOU was proposed by Councilman Vernon Hartley, Jr. WOLCF asked that the MOU address its concern about liability for work it performs at the park, and that it be allowed to handle the administrative work for pavilion rentals. The City will continue to mow the park.

Key Elements of the MOU

- **Care and maintenance.** WOLCF may, at its option, pick up litter and empty trash receptacles, tend flower beds and shrubs, hand-prune low limbs, and clean walkways, benches, and the pavilion. Without the Director's written approval, it may not mow, do tree work requiring ladders or lifts, do electrical, plumbing, or structural work, or apply restricted-use pesticides.
- **City responsibilities.** The City continues mowing, keeps ownership and control of the park, and remains responsible for its existing grounds, trees, structures, utilities, lighting, and drainage.
- **Pavilion reservations.** WOLCF will take applications on the City's form, keep the reservation calendar, and forward applications and fees to Public Works within 2 business days. Public Works confirms every reservation. The only fee is the City's $35.00 pavilion fee, payable only to the City of Jackson. WOLCF may not accept cash or charge anything of its own.
- **Equal access.** Reservations are first-come, first-served, without regard to religion or viewpoint. WOLCF's own events get no priority, and WOLCF may place no signs in the park without the Director's approval.
- **Improvements.** WOLCF may raise grants and donations for improvements such as sidewalk repair, drainage, and landscaping, but only for projects the City Council approves and that follow City permitting. Completed improvements belong to the City. WOLCF selects and pays its own contractors, who must be licensed, insured, and bonded on projects over $50,000. The City is not a party to those contracts.

- **Liability and insurance.** Each party is responsible for its own acts. The City keeps its Tort Claims Act immunities and does not indemnify WOLCF. WOLCF carries general liability insurance of $500,000 per occurrence and $1,000,000 aggregate, naming the City as an additional insured.
- **Term.** One year, renewing automatically. Either party may terminate at any time by written notice.

I recommend approval of this agenda item. Please let me know if you have any questions.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND WORD OF LIFE CHRISTIAN FELLOWSHIP, INC. FOR THE CARE AND MAINTENANCE OF PITTMAN PARK

This Memorandum of Understanding ("MOU") is entered into by and between the **City of Jackson, Mississippi**, a municipal corporation (the "City"), acting by and through its Department of Public Works, and **Word of Life Christian Fellowship, Inc.**, a Mississippi nonprofit corporation recognized as exempt under Section 501(c)(3) of the Internal Revenue Code ("WOLCF"). The City and WOLCF are each a "Party" and together the "Parties."

Recitals

WHEREAS, under Miss. Code Ann. § 21-17-5, the care, management, and control of municipal property is vested in the governing authorities of the City; and

WHEREAS, under Miss. Code Ann. § 21-37-3, the governing authorities of the City have full jurisdiction over its parks, including the power to repair, maintain, adorn, and light them; and

WHEREAS, Pittman Park (the "Park") is a City-owned park located in downtown Jackson, located in the Poindexter Park Historic District, which is listed in the National Register of Historic Places; and

WHEREAS, WOLCF is a 501(c)(3) organization whose activities are designed, among other things, to create a vibrant downtown community, and WOLCF wishes to assist the City in caring for, maintaining, and improving the Park; and

WHEREAS, WOLCF also wishes to assist the City by administering reservations for the use of the Park and its pavilion, subject to the City's rules, ordinances, fee schedule, and final authority; and

WHEREAS, the City will continue to mow the Park and will retain ownership, control, and ultimate responsibility for the Park; and

WHEREAS, the governing authorities of the City approved this MOU by Order adopted on _____, 2026, and authorized the Mayor to execute it;

NOW, THEREFORE, the Parties set forth their understanding as follows:

Article 1. Purpose

1.1 The purpose of this MOU is to enable WOLCF to raise funds for and carry out care, maintenance, and improvement activities at the Park for the enjoyment of the public, and to assist the City in administering Park reservations.

1.2 The City does not intend, by this MOU, to divest itself of ownership or control of the Park, to lease or convey any interest in the Park, or to delegate any of its governmental authority.

Article 2. Effective Date and Term

2.1 This MOU becomes effective when it has been approved by the governing authorities of the City and the governing body of WOLCF and signed by both Parties (the "Effective Date").

2.2 This MOU will remain in effect for one (1) year from the Effective Date and will renew automatically for successive one-year periods unless terminated under Article 16.

Article 3. Responsibilities Retained by the City

3.1 **Mowing.** The City will continue to mow the Park's lawns and turf areas on its regular schedule. WOLCF will not mow the Park and has no responsibility for mowing.

3.2 **Ownership and control.** The City retains ownership of, and final authority over the use, operation, and condition of, the Park and all of its grounds, sidewalks, monuments, pavilion, and other structures.

3.3 **Existing conditions.** As between the Parties, the City remains responsible for the Park's existing grounds, trees, structures, utilities, lighting, and drainage, except for conditions created by WOLCF or its contractors in the course of activities under this MOU.

3.4 **Discretionary City work.** The City may, but is not obligated to, perform additional care and maintenance or contribute funds for capital improvements, using available resources, including fees remitted for use of the pavilion.

Article 4. Care and Maintenance by WOLCF

4.1 **Permitted activities.** WOLCF may, at its option and expense, perform the following at the Park:

1. Litter pickup and trash removal, including emptying Park trash receptacles and disposing of the trash lawfully;
2. Landscaping, including planting, mulching, weeding, and care of flower beds and shrubs;
3. Light hand-pruning of shrubs and low tree limbs reachable from the ground;
4. Sweeping and cleaning of walkways, benches, and the pavilion; and
5. Other routine care approved in advance and in writing by the Director of Public Works or their designee (the "Director").

4.2 **Excluded activities.** Unless approved in writing by the Director, WOLCF will not perform mowing; tree removal or pruning requiring ladders, lifts, or climbing; electrical, plumbing, or structural work; or application of restricted-use pesticides.

4.3 **No obligation.** WOLCF is not obligated to perform any particular activity or to perform at any particular frequency. The City will not rely on WOLCF for any maintenance it is required by law to perform.

4.4 **Coordination.** WOLCF will coordinate the timing of its work with the Department of Public Works so that it does not conflict with City mowing, scheduled reservations, or public events.

Article 5. Administration of Pavilion and Park Reservations

5.1 **Role.** WOLCF may administer reservations for the Park and its pavilion on the City's behalf. WOLCF's role is administrative: receiving applications, checking availability, maintaining the reservation calendar, communicating with applicants, and forwarding completed applications and fees to the Department of Public Works.

5.2 **City forms and rules.** WOLCF will use only the City's reservation application and will apply only the City's rules, ordinances, and policies governing Park use, together with state law. WOLCF will not add conditions, require additional forms, or impose rules of its own.

5.3 **Transmittal.** WOLCF will deliver each completed application and its fee to the Department of Public Works within two (2) business days of receipt.

5.4 **City approval.** No reservation is final until confirmed by the Department of Public Works. The Director may approve, deny, condition, or cancel any reservation under the City's rules, and any applicant may appeal a decision directly to the Director.

5.5 **Calendar access.** WOLCF will give the Department of Public Works continuous access to the reservation calendar and will promptly enter any reservation or closure the City makes directly.

Article 6. Fees

6.1 **City fee schedule controls.** The only fees for use of the Park are those established by the City. As of the Effective Date, the only such fee is the pavilion use fee of $35.00. If the City changes its fee schedule, the City's schedule controls without amendment of this MOU.

6.2 **No other charges.** WOLCF will not assess, request, or accept any fee, deposit, donation, or other charge as a condition of, or in connection with, a reservation or use of the Park.

6.3 **Handling of fees.** All fees will be paid by check, money order, or another method approved by the City, made payable only to the "City of Jackson." WOLCF will not accept cash, will not deposit or hold fees in any WOLCF account, and will transmit fees to the City under Section 5.3. All fees are public funds of the City.

Article 7. Equal Access and Neutrality

7.1 **Neutral scheduling.** WOLCF will schedule reservations on a first-come, first-served basis and without regard to the applicant's religion, viewpoint, message, or affiliation, or to any characteristic protected by federal, state, or local law.

7.2 **No priority for WOLCF.** WOLCF's own events at the Park are subject to the same application, fee, and scheduling process as any other applicant's, with no priority or preference.

7.3 **No religious conditions.** WOLCF will not condition any reservation, service, or access to the Park on participation in, attendance at, or support of any religious activity, and will not use its administrative role to promote WOLCF or its religious mission.

7.4 **Signage and recognition.** No signs, plaques, banners, or markers may be placed in the Park by or for WOLCF, including donor recognition, without the prior written approval of the Director under the City's policies.

7.5 **Public use.** The Park remains open to the public on the same terms as other City parks. WOLCF has no authority to exclude any person from the Park.

Article 8. Fundraising

8.1 **Authority to seek funds.** WOLCF may seek and apply for grants, appropriations, and donations from individuals, private and governmental sources, and private and public foundations, to be spent on improving, repairing, promoting, and maintaining the Park, its grounds, sidewalks, and monuments, and on capital improvements in the Park.

8.2 **Control of funds.** WOLCF has complete authority and control over the expenditure of funds it obtains for these purposes, subject to the terms under which WOLCF acquired them and to Article 9.

8.3 **No representation for the City.** WOLCF will not state or suggest, when seeking funds, that the City is seeking money, that WOLCF is acting as the City's agent, or that donations are made to the City. WOLCF may accurately state that it supports the Park under an MOU with the City.

Article 9. Improvement Projects

9.1 **Approval required.** WOLCF may plan and carry out improvement projects at the Park that it funds, such as sidewalk repair, drainage improvement, landscaping, and replacement of structures, only after the project has been submitted to and approved by the City's governing authorities.

9.2 **Submission.** Each submission will include a description and scope of work, plans or drawings as appropriate, the estimated cost and source of funds, the proposed contractor, the schedule, and any effect on Park use.

9.3 **City review and permits.** All projects are subject to review by the City and must follow the City's permitting and site-plan processes. WOLCF is responsible for obtaining all required permits and approvals.

9.4 **Completion.** WOLCF will notify the City when a project is complete and will provide copies of final inspections, warranties, as-built drawings where applicable, and evidence that all contractors and suppliers have been paid in full.

Article 10. Ownership of Improvements

10.1 Every improvement made to the Park under this MOU becomes the property of the City upon completion, without payment by the City, and will inure to the benefit of the public. WOLCF acquires no ownership interest, leasehold, easement, or other property right in the Park or any improvement.

10.2 Completed improvements will be maintained by the City or by WOLCF under Article 4, and the City may modify or remove any improvement in its discretion.

Article 11. Allocation of Responsibility

11.1 **Each Party responsible for its own acts.** To the extent permitted by law, each Party is responsible for claims, losses, and damages arising from its own acts and omissions and those of its employees, agents, and contractors. WOLCF is not responsible for the acts or omissions of the City, for the City's mowing, or for the Park's condition except as provided in Section 3.3.

11.2 **City's immunities preserved.** The City's liability is governed by the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-1 et seq. Nothing in this MOU waives or limits any immunity, defense, or limitation of liability available to the City or its employees. The City does not agree to indemnify, defend, or hold harmless WOLCF or any other person.

11.3 **WOLCF's status.** WOLCF acts under this MOU as an independent organization and not as an employee, officer, or agent of the City. Nothing in this MOU is intended to make WOLCF or its volunteers employees of the City for any purpose.

11.4 **Contractor indemnity.** WOLCF will require every contractor performing work under Article 9 to indemnify, defend, and hold harmless both the City and WOLCF from claims arising from the contractor's work, as provided in Article 13.

Article 12. Insurance

12.1 **WOLCF coverage.** While performing any activity under this MOU, WOLCF will maintain commercial general liability insurance with limits of at least $500,000 per occurrence and $1,000,000 aggregate, naming the City, its officers, and employees as additional insureds. If WOLCF uses vehicles at the Park, it will maintain automobile liability insurance of at least $1,000,000 combined single limit.

12.2 **Certificates.** WOLCF will deliver certificates of insurance and the additional-insured endorsement to the Department of Public Works before beginning any activity, and will give the City thirty (30) days' written notice of cancellation or material change.

12.3 **Suspension.** If required insurance lapses, WOLCF will suspend all activities under Articles 4 and 9 until coverage is restored.

Article 13. Contractors

13.1 **WOLCF's responsibility.** WOLCF is completely responsible for the selection, supervision, and payment of all contractors and subcontractors performing construction, renovation, or other improvement work at the Park done using funds raised by WOLCF.

13.2 **City not a party.** The City will not be named or cited as project owner, a party, or a guarantor in any contract for work at the Park, and no contract will obligate the City to pay any sum.

13.3 **Contract requirements.** Each contract WOLCF enters into for work at the Park will require the contractor to:

1. Hold all licenses required by Mississippi law, including a certificate of responsibility from the Mississippi State Board of Contractors where required;
2. Carry commercial general liability insurance of at least $500,000 per occurrence and $1,000,000 aggregate, automobile liability insurance of at least $1,000,000, and statutory workers' compensation insurance, naming the City and WOLCF as additional insureds;
3. Indemnify, defend, and hold harmless the City and WOLCF from claims arising from the contractor's work;
4. For any project with a contract price over $50,000, furnish performance and payment bonds naming WOLCF and the City as obligees; and
5. Deliver final lien waivers and releases from the contractor and all subcontractors and suppliers on completion.

Article 14. Volunteers and Funding

14.1 **Volunteers.** WOLCF will supervise its volunteers, provide appropriate safety instruction and equipment, and require participants under eighteen (18) to be accompanied by a parent, guardian, or adult supervisor. WOLCF may require its volunteers to sign WOLCF's own release forms; the City will not be a party to them.

14.2 **No City funding.** The City is not obligated to provide any funding for the activities WOLCF undertakes under this MOU. Any City contribution requires separate approval by the governing authorities and must comply with applicable law.

Article 15. Reports and Records

15.1 **Updates.** WOLCF will give the Department of Public Works regular updates, at least quarterly, on its care and maintenance activities, improvement projects, and any changes to the Park.

15.2 **Reservation records.** WOLCF will keep complete records of all reservation applications, communications, and fees it handles, will deliver them to the City on request and on termination, and acknowledges that they may be public records under the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1 et seq.

15.3 **Incidents.** WOLCF will report to the Department of Public Works within twenty-four (24) hours any injury, property damage, or safety hazard at the Park that it becomes aware of.

Article 16. Termination

16.1 Either Party may terminate this MOU at any time, without cause and without recourse, by written notice to the other Party.

16.2 On termination, WOLCF will stop all activities, deliver all reservation records and any fees in its possession to the City within five (5) business days, and leave any project site in a safe condition. Reservations already confirmed by the City will be honored by the City. Articles 10, 11, and 15.2 survive termination.

Article 17. Nature of this MOU

17.1 This MOU is a statement of the Parties' mutual understanding and is non-binding, except that Articles 6, 7, 10, 11, 12, 13, 15.2, and 16.2 are binding on WOLCF while it performs any activity under this MOU and, where stated, after termination.

17.2 This MOU creates no financial obligation of the City and no right or benefit enforceable by any person who is not a Party.

Article 18. Relationship of the Parties

18.1 Nothing in this MOU creates a partnership, joint venture, agency, or employment relationship between the Parties.

18.2 WOLCF may not assign this MOU or delegate its role under Article 5 without the City's prior written consent.

Article 19. Notices

Notices under this MOU must be in writing and delivered by hand, by certified mail, or by email with confirmation of receipt, to:

Party	Contact
City	Lorenzo Anderson, Director, Department of Public Works, City of Jackson, Warren Hood Administration Bldg. 200 S. President St., Jackson, MS 39201, landerson@jacksonms.gov — with a copy to the City Attorney, 401 E. Capitol St., Ste. 300, Jackson, MS 39201
WOLCF	[Name and title], Word of Life Christian Fellowship, Inc., [address], [email]

Article 20. General Provisions

20.1 This MOU is governed by the laws of the State of Mississippi.

20.2 This MOU is the Parties' entire understanding on its subject and may be amended only in writing signed by both Parties and, for the City, approved by its governing authorities.

20.3 Each Party will comply with all applicable federal, state, and local laws in carrying out this MOU.

20.4 This MOU may be signed in counterparts, including by electronic signature.

Signatures

CITY OF JACKSON, MISSISSIPPI

By: _____

John A. Horhn, Mayor

Date: _____

ATTEST:

By: _____

City Clerk

WORD OF LIFE CHRISTIAN FELLOWSHIP, INC.

By: _____

Name: _____

Title: _____

Date: _____

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ORDER AUTHORIZING THE MAYOR TO ACCEPT THE FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "*CITY OF JACKSON, MISSISSIPPI V. KIA AMERICA, INC., ET AL.*" IN THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA; CIVIL ACTION NO.: 8:25-CV-00798.

WHEREAS, the City of Jackson has filed and prosecuted a claim against Kia and Hyundai in *In re: KIA HYUNDAI VEHICLE THEFT LITIGATION*, 8:22-ML-3052 (MDL 3052), pending in the United States District Court for the Central District of California; and

WHEREAS, the City of Jackson previously retained outside counsel, Tatum and Wade, PLLC, to act as the City's attorney to institute suit on said claims, to prosecute said suit, to retain experts, and to take any and all steps proper or desirable in the prosecution of the claims; and

WHEREAS, a global settlement has been reached in said litigation involving the claims of numerous plaintiffs, including the City of Jackson; and

WHEREAS, the gross recovery from the proposed settlement to the City of Jackson is approximately one hundred seventy-eight thousand five hundred fifty-six dollars and five cents ($178,556.05); and

WHEREAS, outside counsel, the Office of the City Attorney, and the governing authority recommend that the City of Jackson accept the proposed settlement; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the City of Jackson hereby accepts the proposed settlement, and grants authority to the Mayor to sign the proposed settlement agreement, in the matter of "*City of Jackson, Mississippi v. Kia North America, Inc., et al.*" in the United States District Court for the Central District of California, Civil Action No.: 8:25-cv-00798.

APPROVED FOR AGENDA:

	INITIALS:	DATE:
FINANCE	_____	_____
Budgeted: ___yes___no	Acct # 001519306414	
LEGAL	_____	_____
CAO	_____	_____
MAYOR'S OFFICE	_____	_____

Agenda Item # 41
October 20,2026
(D.Martin, Horhn)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
JN 10/13/26

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO ACCEPT THE FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "*CITY OF JACKSON, MISSISSIPPI V. KIA AMERICA, INC., ET AL.*" IN THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA; CIVIL ACTION NO.: 8:25-CV-00798** is legally sufficient for placement in NOVUS Agenda.

10/13/26

Drew M. Martin, *City Attorney* — **DATE**
Jason Nabors, *Special Assistant*

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is entered into as of _____, 2026 ("Effective Date"), by and between THE GOVERNMENTAL ENTITY PLAINTIFFS (comprising City of Albuquerque, New Mexico; Town of Amherst, New York; City of Baltimore, Maryland; City of Birmingham, Alabama; City of Buffalo, New York; City of Chicago, Illinois; City of Cincinnati, Ohio; City of Cleveland, Ohio; City of Columbus, Ohio; City of Green Bay, Wisconsin; City of Indianapolis, Indiana; City of Jackson, Mississippi; City of Kansas City, Missouri; Lexington-Fayette Urban County, Kentucky; City of Louisville / Jefferson County, Kentucky; City of Lorain, Ohio; City of Madison, Wisconsin; City of Milwaukee, Wisconsin; City of Nashville / Davidson County, Tennessee; City of New York, New York; City of Parma, Ohio; City of Rochester, New York; City of Seattle, Washington; Shelby County, Tennessee; City of St. Louis, Missouri; City of Syracuse, New York; Town of Tonawanda, New York; City of Yonkers, New York) (together, "GE Plaintiffs"), and HYUNDAI MOTOR AMERICA and KIA AMERICA, INC. (collectively, "Defendants") (together, the "Parties").

"GE Plaintiffs" and "each GE Plaintiff", as used herein, have the same meaning and should not be construed differently.

RECITALS

A. GE Plaintiffs filed the following actions (each, an "Action", and together the "Actions"), which were consolidated by the Judicial Panel on Multidistrict Litigation in the case captioned *In re: Kia Hyundai Vehicle Theft Marketing, Sales Practices, and Products Liability Litigation*, Case No. 8:22-ML-3052-JVS-(KESx) in the United States District Court for the Central District of California:

1. *In re: Kia Hyundai Vehicle Theft Marketing, Sales Practices, and Products Liability Litigation*, Case No. 8:22-ML-3052-JVS-(KESx) (C.D. Cal.);
2. *City of Albuquerque v. Hyundai Motor America, et al.*, Case No. D-202-CV-2024-05041 (2d Dist., Bernalillo Cnty.);
3. *Town of Amherst v. Hyundai Motor Company, et al.*, Case No. 8:23-CV-02034 (C.D. Cal.);
4. *Mayor & City Council of Baltimore v. Hyundai Motor America, Inc., et al.*, Case No. 1:23-CV-01238-ADC (D. Md.);
5. *City of Birmingham v. Hyundai Motor Company, et al.*, Case No. 8:25-CV-01532 (C.D. Cal.);
6. *City of Buffalo v. Hyundai Motor America, et al.*, Case No. 8:23-CV-00572 (C.D. Cal.);
7. *City of Chicago v. Kia America, Inc., et al.*, 2023CH07696 (Ill. Cir. Ct., Cook Cnty.);
8. *City of Cincinnati v. Hyundai Motor America, et al.*, Case No. 2:23-CV-01750 (C.D. Cal.);
9. *City of Cleveland v. Hyundai Motor America, et al.*, Case No. 2:23-CV-01713 (C.D. Cal.);
10. *City of Columbus v. Kia America, Inc., et al.*, Case No. 2:23-CV-00654-SDM-EPD (S.D. Ohio);

11. *City of Green Bay v. Hyundai Motor America, et al.*, Case No. 8:23-CV-01665 (C.D. Cal.);
12. *City of Indianapolis v. Hyundai Motor America, et al.*, Case No. 8:23-CV-00989 (C.D. Cal.);
13. *City of Jackson v. Kia America, Inc., et al.*, Case No. 25CH1:25-CV-00153 (1st Dist., Hinds Cnty.);
14. *City of Kansas City v. Hyundai Motor America, Inc., et al.*, Case No. 4:23-CV-00399-HFS (W.D. Mo.);
15. *Lexington-Fayette Urban County v. Hyundai Motor Company, et al.*, Case No. 8:24-CV-01613-RGK-KES (C.D. Cal.);
16. *City of Lorain v. Hyundai Motor Company, et al.*, Case No. 8:23-CV-02083 (C.D. Cal.);
17. *Louisville/Jefferson County Metro Government v. Hyundai Motor America, et al.*, Case No. 8:23-CV-01919 (C.D. Cal.);
18. *City of Madison v. Hyundai Motor America, et al.*, Case No. 8:23-CV-00555 (C.D. Cal.);
19. *City of Milwaukee v. Hyundai Motor America, et al.*, 2:23-CV-00376 (E.D. Wis.);
20. *Metropolitan Government of Nashville and Davidson County v. Hyundai Motor Co.*, 8:24-CV-01702 (C.D. Cal.);
21. *City of New York v. Hyundai Motor America, et al.*, Case No. 1:23-CV-04772 (S.D.N.Y.);
22. *City of Parma v. Hyundai Motor America, et al.*, Case No. 1:23-CV-01360 (N.D. Ohio);
23. *City of Rochester v. Hyundai Motor America, et al.*, Case No. 8:23-CV-00736 (C.D. Cal.);
24. *City of Seattle v. Hyundai Motor America, Inc., et al.*, Case No. 2:23-CV-00098 (W.D. Wash.);
25. *Shelby County v. Hyundai Motor Company, et al.*, Case No. 8:25-CV-01926 (C.D. Cal.);
26. *City of St. Louis v. Kia America, Inc., et al.*, Case No. 4:23-CV-00379-RLW (E.D. Mo.);
27. *City of Syracuse v. Hyundai Motor Company, et al.*, Case No. 8:23-CV-02058 (C.D. Cal.);
28. *Town of Tonawanda v. Hyundai Motor America, et al.*, Case No. 8:23-CV-01667 (C.D. Cal.); and
29. *City of Yonkers v. Hyundai Motor America, et al.*, Case No. 8:23-CV-01182 (C.D. Cal.).

B. GE Plaintiffs allege Defendants created a public nuisance by distributing and selling cars that were unreasonably susceptible to theft. GE Plaintiffs also assert causes of action for negligence and/or claims under state law. Defendants deny all allegations of wrongdoing and liability and assert defenses including federal preemption, regulatory compliance, lack of duty, foreseeability, third-party criminal conduct, causation, comparative negligence, and lack of municipal damages. The litigation involves complex and contested issues of law and fact, including threshold questions concerning municipal public nuisance, negligence, and other claims.

C. Continued litigation would require substantial additional costs and the outcome is uncertain.

D. Defendants have undertaken initiatives to enhance vehicle security, which GE Plaintiffs acknowledge while maintaining their claims.

E. Without any admission of liability or wrongdoing, GE Plaintiffs and Defendants desire to resolve the Actions through compromise.

TERMS OF AGREEMENT

WHEREFORE, in consideration of the foregoing Recitals and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals

The foregoing Recitals are incorporated as though fully set forth herein.

2. Settlement Payment

Defendants shall pay each GE Plaintiff the amount specified in the Addendum applicable to that GE Plaintiff, inclusive of all damages, restitution, penalties, attorneys' fees, expert fees, and costs. The total amount Defendants shall pay is reflected in Addendum A, which is designated Attorneys' Eyes Only.

Payment shall be made within sixty (60) days of execution and receipt of all payment instructions and forms and documentation required by Defendants.

3. Release and Discharge

Each GE Plaintiff, on behalf of itself and, to the fullest extent permitted by applicable law, in its governmental, representative, public and/or public-nuisance enforcement, regulatory, police-power, and other official capacities, and its past, present, and future officials, agencies, departments, employees, representatives, successors, and assigns, hereby fully releases and forever discharges Defendants and all of their past, present, and future parents, subsidiaries, affiliates, divisions, officers, directors, employees, agents, representatives, insurers, reinsurers, suppliers, distributors, dealers, contractors, predecessors, successors, and assigns (collectively, the "Released Parties") from the claims and remedies that are or could have been asserted in the Actions, and any claims relating to the allegations in the Actions, and future damages, costs, or expenditures allegedly arising from the same underlying allegations, including any claims for public nuisance, abatement, injunctive relief, declaratory relief, restitution, civil penalties, equitable relief, or other relief sought in the exercise of the GE Plaintiff's governmental or representative authority premised on allegations about Hyundai-branded and/or Kia-branded vehicles being susceptible to theft (the "Released Claims").

For the avoidance of doubt, nothing in this Agreement shall be construed as releasing or impairing the individual claims for personal injury, property damage, or other individualized relief of persons who are not parties to this Agreement.

For the avoidance of doubt, the Released Parties include foreign corporations Hyundai Motor Company and Kia Corporation, which were named as defendants in certain of the Actions referenced herein, and dismissed without prejudice pursuant to stipulation in *In re: Kia Hyundai Vehicle Theft Marketing, Sales Practices, and Products Liability Litigation*, Case No. 8:22-ML-3052-JVS-(KESx) by GE Plaintiffs City of Baltimore, City of Buffalo, City of Cincinnati, City of Cleveland, City of Columbus, City of Green Bay, City of Indianapolis, City of Kansas City, City of Madison, City of Milwaukee, City of New York, City of Parma, City of Rochester, City of Seattle, City of St. Louis, Town of Tonawanda, and City of Yonkers on September 11, 2023 (Dkt. 223); City of Chicago, City of Louisville / Jefferson County, Town of Amherst, and City of Syracuse on January 18, 2024 (Dkt. 292); City of Lorain on May 15, 2024 (Dkt. 420); City of Albuquerque, Lexington-Fayette Urban County, City of Nashville / Davidson County, and City of Jackson on June 17, 2025 (Dkt. 889); and City of Birmingham on September 11, 2025 (Dkt. 1051).

4. Covenant Not to Sue

Each GE Plaintiff agrees that it shall not file, prosecute, assist, or participate in, any action, including any class, coordinated, or representative action, based on the Released Claims, in which Defendants are a party. Each GE Plaintiff further agrees not to assist any third party, including other governmental entities, in asserting such claims. This Agreement may be pleaded as a full and complete defense to any action by GE Plaintiffs based on the Released Claims, and the Parties stipulate that breach of this Agreement would cause irreparable harm and damages would be an insufficient remedy for any breach of this covenant not to sue. For the avoidance of doubt, nothing in this Agreement is intended to limit any GE Plaintiff from engaging in law enforcement activity, including investigating and participating in the prosecution of automotive theft and related crimes, nor from providing discovery in response to valid subpoenas or requests.

5. Waiver of California Civil Code § 1542

GE Plaintiffs expressly acknowledge that this Agreement includes a release of all known and unknown claims that are or could have been asserted in the Actions and associated complaints, and any claims relating to the allegations in the Actions and associated complaints, including allegations about Hyundai-branded and/or Kia-branded vehicles being susceptible to theft.

GE Plaintiffs expressly waive and relinquish all rights under California Civil Code § 1542, which provides:

> "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Each GE Plaintiff acknowledges it may discover facts different from those known, but even in such event intends this release to remain fully effective.

6. No Admission

This Agreement is a compromise of disputed claims and does not constitute any admission of liability or wrongdoing, including any admission that Defendants were negligent or created or maintained a public nuisance.

7. Dismissal

Each GE Plaintiff shall dismiss its Action with prejudice within ten (10) days of receipt of the payment described in Section 2 above and the Addendum to this Agreement.

8. No Precedent / Non-Use

This Agreement shall have no precedential value and shall not be used in any other proceeding except as required by law.

9. Publicity and Disclosure

The Parties acknowledge that GE Plaintiffs are public entities subject to public records and open meetings requirements. In addition, the Parties acknowledge that GE Plaintiffs cannot by contract restrain accurate and lawful political speech by individuals in their capacity as private citizens, including speech related to the conduct of a City or County Attorney.

The Parties agree that any public statement, press release, or public communication concerning the Agreement or any or all of the Actions shall be accurate, consistent with the terms and purposes of this Agreement, and not disparaging to any Party or their affiliates.

10. Injunctive Relief

The Parties agree that breach of Sections 4, 5, and 9 of this Agreement would cause irreparable harm, and that damages would be an insufficient remedy for a breach of such provisions. The non-breaching Party shall be entitled to injunctive relief without bond, in addition to any other remedies available at law or equity.

11. Representations and Warranties

Each GE Plaintiff represents that it has authority to enter into this Agreement, has not assigned any Released Claims, and has conducted its own investigation and is not relying on any statements by Defendants.

12. Entire Agreement

This Agreement constitutes the entire agreement and supersedes all prior agreements or understandings.

13. Severability

If any provision is held invalid, the remainder shall remain in effect.

14. Venue

The Central District of California shall retain exclusive jurisdiction to enforce this Agreement.

15. Enforcement

The prevailing party in any action to enforce this Agreement shall be entitled to attorneys' fees and costs.

16. Execution

This Agreement may be executed in counterparts and electronically. This Agreement shall not become effective unless and until it has been executed by Defendants and each GE Plaintiff identified herein. Until such full execution occurs, no Party shall be bound by any term of this Agreement, and any draft, proposal, or partial execution shall be deemed part of confidential settlement discussions and inadmissible except as permitted under applicable law. Execution by all GE Plaintiffs identified herein is a material condition of this Agreement.

17. Individual Addenda

Each GE Plaintiff shall execute only the Addendum applicable to that GE Plaintiff. The Addendum applicable to a particular GE Plaintiff shall be deemed incorporated into and made part of this Agreement solely with respect to that GE Plaintiff. No GE Plaintiff shall be required to execute, and Defendants shall not be required to provide to any GE Plaintiff, the Addenda applicable to any other GE Plaintiff.

References in this Agreement to an "Addendum" shall mean, with respect to a particular GE Plaintiff, only the Addendum applicable to that GE Plaintiff, except that Confidential Addendum DD relating to the contingency fund shall be deemed incorporated into and made part of this Agreement for all Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF ALBUQUERQUE, NEW MEXICO
By: _____
Dated: _____

TOWN OF AMHERST, NEW YORK
By: _____
Dated: _____

CITY OF BALTIMORE, MARYLAND
By: _____
Dated: _____

CITY OF BIRMINGHAM, ALABAMA
By: _____
Dated: _____

CITY OF BUFFALO, NEW YORK
By: _____
Dated: _____

CITY OF CHICAGO, ILLINOIS
By: _____
Dated: _____

CITY OF CINCINNATI, OHIO
By: _____
Dated: _____

CITY OF CLEVELAND, OHIO
By: _____
Dated: _____

CITY OF COLUMBUS, OHIO
By: _____
Dated: _____

CITY OF GREEN BAY, WISCONSIN
By: _____
Dated: _____

CITY OF INDIANAPOLIS, INDIANA
By: _____
Dated: _____

CITY OF JACKSON, MISSISSIPPI
By: _____
Dated: _____

CITY OF KANSAS CITY, MISSOURI
By: _____
Dated: _____

LEXINGTON-FAYETTE URBAN COUNTY, KENTUCKY
By: _____
Dated: _____

CITY OF LORAIN, OHIO
By: _____
Dated: _____

CITY OF LOUISVILLE / JEFFERSON COUNTY, KENTUCKY
By: _____
Dated: _____
By: _____
Dated: _____

CITY OF MADISON, WISCONSIN
By: _____
Dated: _____

CITY OF MILWAUKEE, WISCONSIN
By: _____
Dated: _____

CITY OF NASHVILLE / DAVIDSON COUNTY, TENNESSEE
By: _____
Dated: _____
By: _____
Dated: _____

CITY OF NEW YORK, NEW YORK
By: _____
Dated: _____

CITY OF PARMA, OHIO
By: _____
Dated: _____

CITY OF ROCHESTER, NEW YORK
By: _____
Dated: _____

CITY OF SEATTLE, WASHINGTON
By: _____
Dated: _____

SHELBY COUNTY, TENNESSEE
By: _____
Dated: _____

CITY OF ST. LOUIS, MISSOURI
By: _____
Dated: _____

CITY OF SYRACUSE, NEW YORK
By: _____
Dated: _____

TOWN OF TONAWANDA, NEW YORK
By: _____
Dated: _____

CITY OF YONKERS, NEW YORK
By: _____
Dated: _____

HYUNDAI MOTOR AMERICA
By: Doug Bishop
Dated: _____

KIA AMERICA, INC.
By: Jeremy Close
Dated: _____

ADDENDUM M

CITY OF JACKSON, MISSISSIPPI

Defendants shall pay City of Jackson, Mississippi the total sum of one hundred seventy-eight thousand five hundred fifty-six dollars and five cents ($178,556.05), inclusive of all damages, restitution, penalties, attorneys' fees, expert fees, and costs.

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OFFICE OF THE CITY ATTORNEY
JW 10/15/26

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL LEGAL CLAIMS AGAINST THE CITY OF JACKSON BY FAIRCLOTH DEMOLITION, INC.

WHEREAS, Faircloth Demolition, Inc., has asserted legal claims against the City of Jackson related to the alleged non-payment of an invoice dated November 7, 2025; and

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

WHEREAS, the Office of the City Attorney is recommending the City of Jackson fully and finally resolve the aforementioned claims prior to the filing of a lawsuit for $8,400.00 in return for a complete release of the City of Jackson, Mississippi, and its officers and employees; and

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

WHEREAS, based on the economic value to the City of Jackson and without admitting any liability, it is in the best interests 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 asserted against the City of Jackson by Faircloth Demolition, Inc., for $8,400.00; execute all documents necessary to settle said claims; and pay the settlement amount to the Plaintiff and/or 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		

Agenda Item # 42
October 20, 2026
(D.Martin, Horhn)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL LEGAL CLAIMS AGAINST THE CITY OF JACKSON BY FAIRCLOTH DEMOLITION, INC** is legally sufficient for placement in NOVUS Agenda.

10/13/25

Drew M. Martin, *City Attorney*
Jason Nabors, *Special Assistant*

DATE