



**SPECIAL MEETING OF THE CITY COUNCIL  
CITY OF JACKSON, MISSISSIPPI**

**May 28, 2024**

**AGENDA**

**10:00 AM**

**CALL TO ORDER BY THE PRESIDENT**

- 1        ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATIONS OF DEPUTY CHIEF FINANCIAL OFFICER AT A PAY RANGE 50; LIAISON OFFICER AT A PAY RANGE 34; PROCUREMENT OPERATIONS MANAGER AT A PAY RANGE 34; FIXED ASSET MANAGER AT A PAY RANGE 31; VENDOR EQUITY COORDINATOR AT A PAY RANGE 28; AND FISCAL OPERATIONS MANAGER AT A PAY RANGE 34. (MARTIN, LUMUMBA)**
- 2        ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND VARIOUS ORGANIZATIONS FOR THE USE OF 2022 EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM FUNDS IN THE CITY OF JACKSON FOR A TOTAL OF \$140,892.30, FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR ELIGIBLE ACTIVITIES RELATED TO RAPID RE-HOUSING, HOMELESSNESS PREVENTION, STREET OUTREACH, EMERGENCY SHELTER, AND A HOMELESSNESS MANAGEMENT INFORMATION SYSTEM. (ALL WARDS) (KEETON, LUMUMBA)**
- 3        ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PILEUM CORPORATION FOR PROFESSIONAL IT SERVICES FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY. (REID, LUMUMBA)**
- 4        ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND INTERACTIVE DATA, LLS (Intelligence Software) FOR A SUBSCRIPTION TERM OF THIRTY-SIX (36) MONTHS. (WADE, LUMUMBA)**
- 5        ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND WHOOSTER (Computer Software) FOR A SUBSCRIPTION TERM OF THIRTY-SIX (36) MONTHS.(WADE,LUMUMBA)**
- 6        DISCUSSION: REDISTRICTING (JACKSON CITY COUNCIL)**

**REPORTS FROM MEMBERS OR DEPARTMENT DIRECTORS**

**ANNOUNCEMENTS**

**ADJOURNMENT**

**Adoption of Ordinance # 1**

**5.28.2024**

**(Martin, Lumumba)**

**ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATIONS OF DEPUTY CHIEF FINANCIAL OFFICER AT A PAY RANGE 50; LIAISON OFFICER AT A PAY RANGE 34; PROCUREMENT OPERATIONS MANAGER AT A PAY RANGE 34; FIXED ASSET MANAGER AT A PAY RANGE 31; VENDOR EQUITY COORDINATOR AT A PAY RANGE 28; AND FISCAL OPERATIONS MANAGER AT A PAY RANGE 34**

OFFICE OF THE CLERK OF THE CITY OF JACKSON

**WHEREAS**, Section 21-8-23(1) of the Mississippi Code authorizes a municipality to establish a department of administration and such other departments desired by ordinance; and

**WHEREAS**, consistent with the authority granted in Section 21-8-23 of the Mississippi Code, the governing authorities for the City of Jackson have established by ordinance a Department of Administration and Finance; and

**WHEREAS**, Section 21-8-23(2) of the Mississippi Code mandates that each department be headed by a director who is to be appointed and confirmed by the affirmative vote of a majority of the council present and voting at such meeting; and

**WHEREAS**, prior to September 14, 2021, the Department of Administration and Finance was headed by a person the mayor appointed and who was confirmed by the Council; and

**WHEREAS**, on September 14, 2021, the governing authorities for the City of Jackson amended Section 2-331 of its code of ordinances to create the position of chief financial officer<sup>1</sup>; and

**WHEREAS**, the ordinance adopted by the governing authorities on September 14, 2021 is recorded in Minute Book 6T at pages 544-545; and

**WHEREAS**, the ordinance creating the position of Chief Financial Officer provides for appointment by the mayor and confirmation by the council; and

**WHEREAS**, pursuant to the terms of the ordinance, the chief financial officer has responsibility for coordinating and directing the financial resources and administrative functions of the City and providing operational and programmatic support of municipal government; and

**WHEREAS**, based upon the stated responsibility of the chief financial officer, the person appointed and confirmed to serve in the role is the head of the Department of Finance and Administration; and

**WHEREAS**, subsequent to adoption of the ordinance, the mayor appointed and the council confirmed an individual to serve as chief financial officer; and

**WHEREAS**, the Chief Financial Officer has had opportunity to evaluate functions within the Department of Finance and Administration and the City's administrative functions; and

**WHEREAS**, the Chief Financial Officer has determined that additional personnel positions are needed for the effective functioning of the Department of Finance and Administration; and

<sup>1</sup> The heading of the ordinance states chief administrative officer; however, the body of the ordinance indicates that chief financial officer was the position created. The Chief Administrative Officer office had previously been created in Section 2-325 of the City of Jackson Code; therefore, there is a scrivener error in the heading.

**WHEREAS**, the additional personnel positions are designed to improve procurement and payment processes of the municipality and also facilitate the training of personnel in procurement, contracting, and statutory requirements for timely payment of invoices; and

**WHEREAS**, the Chief Financial Officer is recommending the addition of a (1) Deputy Chief Financial Officer; (2) Liaison Officer; (3) Procurement Operations Manager; (4) Fixed Asset Manager; (5) Vendor Equity Coordinator and (6) a Fiscal Operations Manager; and

**WHEREAS**, the tasks performed by the **Deputy Chief Financial Officer** include, but are not limited to: (1) develop and implement strategies aiming to promote citywide goals (2) direct and provide oversight to special programs (3) assemble data, analyze needs and functions of the City to formulate and implement recommendations for fiscal improvement to be provided to the CFO

**WHEREAS**, the tasks performed by the **Liaison Officer** include, but are not limited to: (1) facilitate communication and collaboration between departments, teams, or organizations (2) serve as a bridge, connecting and coordinating efforts to ensure smooth operations and efficient decision-making; and

**WHEREAS**, the tasks performed by the **Procurement Operations Manager** included, but are not limited to (1) maintain and update the procurement process to meet the business needs in a rapid manner, (2) support business stakeholders with requisitions and processes (3) conduct evaluation of various tools to support procurement activities including spend analysis, budget analysis, and bid analysis; and

**WHEREAS**, the tasks performed by the **Fixed Asset Manager** include, but are not limited to (1) ensures adherence to guidelines for acquisitions, maintenance, retention and disposition of fixed assets and associated records (2) directs and oversees the asset management function of capital and controlled assets by managing Fixed Asset Supervisors, Specialists and Clerks (3) keeps up with inventory for all departments; and

**WHEREAS**, the tasks performed by the **Vendor Equity Coordinator** include, but are not limited to (1) research, apply and promote diversity initiatives and share best practices (2) provide advice, guidance and support on equality and diversity issues (3) assess community needs and promote community cohesion; and

**WHEREAS**, the tasks performed by the **Fiscal Operations Manager** include, but are not limited to (1) provide oversight to all fiscal officers for the City (2) evaluate, reconcile, and problem solve accounting, budgeting, and internal control processes under the administrative direction of the Deputy Chief Financial Officer; and

**WHEREAS**, the Department of Human Resources submitted inquiries to Savannah Georgia, Little Rock, Arkansas, and Baton Rouge Louisiana regarding the compensation paid to personnel whose job function is similar to the position of *Deputy Chief Financial Officer, Liaison Officer, Procurement Operations Manager, Fixed Asset Manager, Vendor Equity Coordinator, and Operations Manager*; and;

**WHEREAS**, the response from the Cities surveyed concerning the median salary paid for the position equivalents were as follows:

**Deputy CFO** falls within the range of \$63,783-\$106,870;

**Liaison Officer** falls within the range of \$ 64,006-\$79,418;

**Procurement Operations Manager** falls below the range of \$75,326-\$116,002;

**Fixed Asset Manager** falls within the range of \$35,516-\$60,464;

**Vendor Equity Coordinator** falls below the range of \$60,163.00-\$92,651.00;

OFFICE OF THE  
CLERK OF SUPERIOR COURT  
SAVANNAH, GEORGIA

**Fiscal Operations Manager** falls within the range of \$52,474-\$88,454; and

**WHEREAS**, the best interest of the City of Jackson would be served by adding the Deputy Chief Administrative Officer; Liaison Officer; Procurement Operations Manager; Fixed Asset Manager; Vendor Equity Coordinator; and Fiscal Operations Manager classifications to the current pay plan at an affordable salary comparable to the compensation paid by other Southeastern cities such as those cited; and

**WHEREAS**, it is recommended that the following job classifications be added at the corresponding pay ranges with annual compensation being listed below:

**Deputy Chief Financial Officer; Pay Range (50); Salary Range (\$105,758.99-\$128,511.92)**

**Liaison Officer; Pay Range (34), Salary Range (\$60,567.68-\$73,317.84)**

**Procurement Operations Manager; Pay Range (34); Salary Range (\$60,567.68-\$73,317.74)**

**Fixed Asset Manager; Pay Range (31); Salary Range (\$52,620.00-\$63,632.82)**

**Vendor Equity Coordinator; Pay Range (28); Salary Range (\$45,753.36-\$55,267.76)**

**Fiscal Operations Manager; Pay Range (34); Salary Range (\$60,567.68-\$73,317.84)**

**WHEREAS**, the Department of Administration and Finance has informed the Department of Human Resources that monies are available in the budget of the Department of Administration and Finance to cover the recommended positions that will be added to the compensation plan; and

**WHEREAS**, on July 12, 2013, the Mississippi Attorney General issued an opinion to Deidra J. Bassi stating that in municipalities where civil service coverage for *all employees* is not mandated, the initial assessment of what positions will be covered by civil service is made by the governing authorities by ordinance; and

**WHEREAS**, the Department of Human Resources recommends that the position of Deputy CFO not be covered by civil service consistent with the City's policy or practice of not affording civil service protection to deputy department heads; and

**WHEREAS**, it is recommended that the positions of (a) Liaison Officer (b) Procurement Operations Manager; (c) Fixed Asset Manager; (d) Vendor Equity Coordinator and (e) Fiscal Operations Manager be included within the civil service classification system; and

**IT IS, THEREFORE, ORDERED** that the Pay Plan adopted by the City Council on September 22, 1998, found in Minute Book 4Y, be further amended to add the positions at the pay ranges and salary ranges listed.

**IT IS HEREBY ORDERED** that the effective date of the amendment of the Classification and Pay Plan is immediately.

**IT IS HEREBY ORDERED** that the provisions of this ordinance should not be construed as altering the application of the rules of the City of Jackson Civil Service Commission related to the examination and employment of persons in the positions subject to civil service coverage.

OFFICE OF THE ATTORNEY GENERAL



Office of the City Attorney  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779

Telephone: 601-960-1799  
Facsimile: 601-960-1756



## OFFICE OF THE CITY ATTORNEY

This **ORDINANCE AMENDING THE CITY OF JACKSON PAY PLAN TO ADD THE CLASSIFICATIONS OF DEPUTY CHIEF FINANCIAL OFFICER, LIAISON OFFICER PROCUREMENT OPERATIONS MANAGER, FIXED ASSET MANAGER, VENDOR EQUITY COORDINATOR, AND FISCAL OPERATIONS MANAGER** is legally sufficient for placement in NOVUS

  
Drew Martin, City Attorney

11/31/24  
Date

  
Carrie Johnson, Deputy City Attorney

**M E M O R A N D U M**

**TO:** Mayor Chokwe A. Lumumba

**FROM:** Toya Martin, Director  
Department of Human Resources

**DATE:** December 17, 2023

**RE: ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATION OF DEPUTY CHIEF FINANCIAL OFFICER AT A PAY RANGE 50; LIAISON OFFICER AT A PAY RANGE 34; PROCUREMENT OPERATIONS MANAGER AT A PAY RANGE 34; FIXED ASSET MANAGER AT A PAY RANGE 31; VENDOR EQUITY COORDINATOR AT A PAY RANGE 28; AND FISCAL OPERATIONS MANAGER AT A PAY RANGE 34**

---

The Department of Finance and Administration requested that the Department of Human Resources conduct a job analysis for the creation of classifications of: Deputy Chief Financial Officer, Liaison Officer, Procurement Operations Manager, Fixed Asset Manager, Vendor Equity Coordinator and Fiscal Operations Manager.

**Purpose:** This job analysis was conducted to review the organization, salary, and duties of: Deputy Chief Financial Officer, Liaison Officer, Procurement Operations Manager, Fixed Asset Manager, Vendor Equity Coordinator and Fiscal Operations Manager.

**Scope:** The Southeastern Cities surveyed were: Baton Rouge, Louisiana, Little Rock, Arkansas and Savannah Georgia.

In an effort for the City to recruit the experience needed and compete with other jurisdictions, we are requesting that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended to add the to add the positions at the pay ranges and salary ranges listed; to be effective immediately.

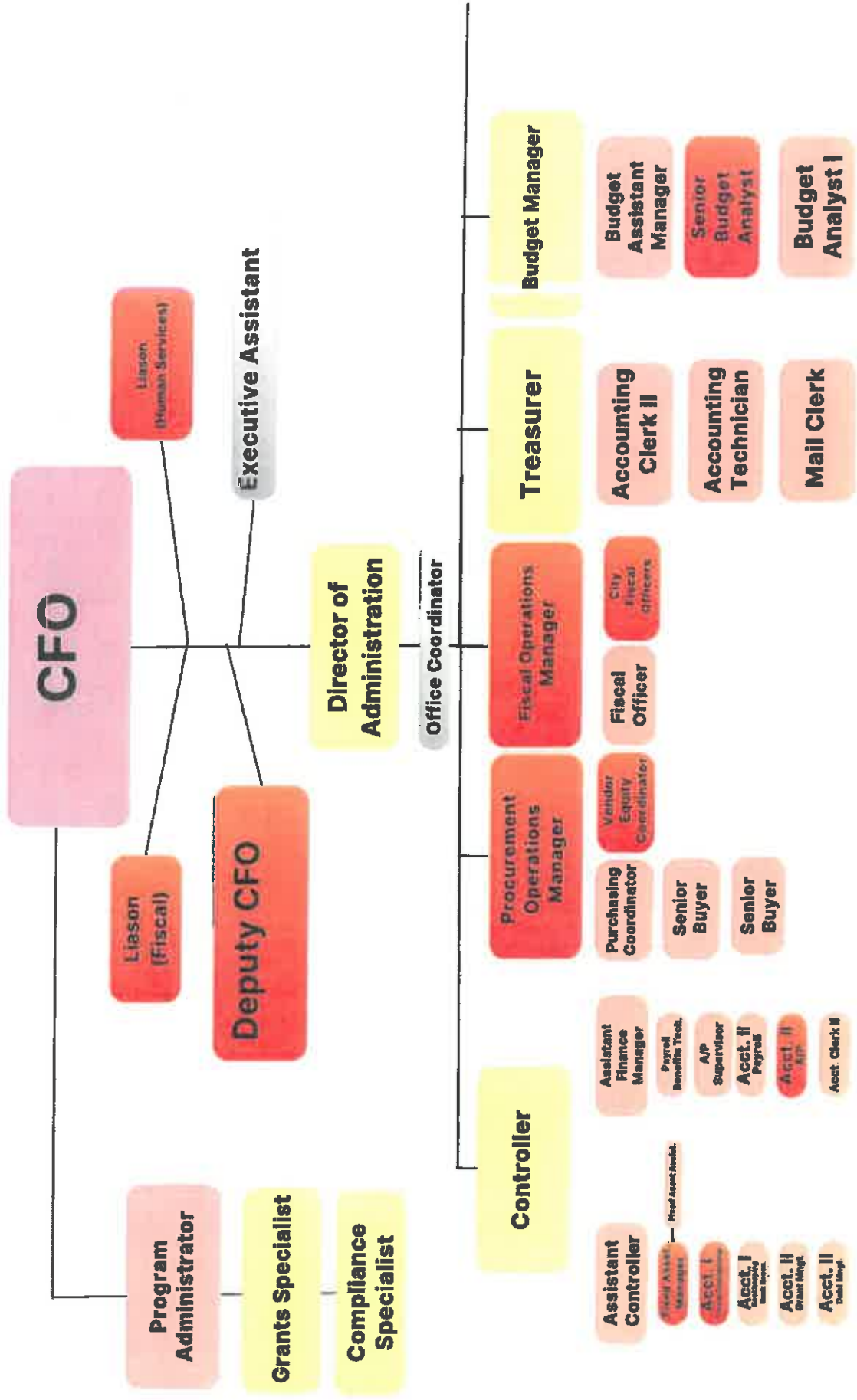
If you have any questions or concerns, please feel free to contact me at 601-960-1327.

/tm



**DEPARTMENT OF  
FINANCE &  
ADMINISTRATION**

**ORGANIZATIONAL CHART**



# DEPARTMENT OF FINANCE & ADMINISTRATION RESTRUCTURING

CFO: FIDELIS MALEMBEKA  
DEPUTY DIRECTOR: SHARON THAMES

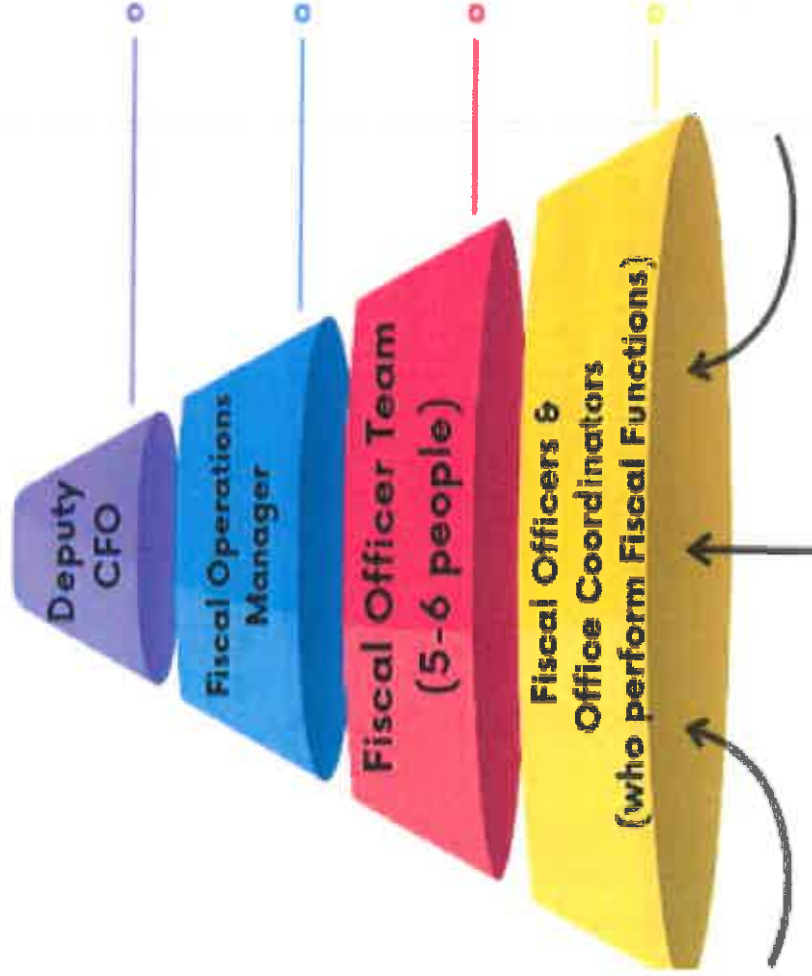


# GOALS & OBJECTIVES

- **Goal: Communicate the benefits of restructuring the Department of Finance & Administration.**
  - Objective: To clearly define this restructure and its effects on the way our financial system will function. ( To create cost savings and Improved Efficiency)
  - Objective: To clearly define the positions that are being requested for creation today and how they are necessary components to this restructure making it a solid plan that will work.
- **Goal: Address Concerns and Challenges**
  - Objective: To acknowledge and address questions posed by the Council
  - Objective: To address concerns that may arise such as resistance to change, the impact on current workflows, and job redundancies.
  - Objective: To address concerns with a plan that will ensure a smooth transition to this more centralized structure.

PROBLEM	DESCRIPTION	SOLUTIONS	COST SAVINGS
<p>Late Payments were totaling over 5 million dollars at the beginning of the year.</p>	<p>Vendors are now beginning to request and collect interest in addition to the late payment amount.</p>	<p><u>-Fiscal Operations Manager &amp; Fiscal Officer Team</u> to funnel financial processes with strict accountability at every level. (See next Slide)</p>	<p>With slightly over 2 million dollars remaining in late invoices. If implemented, we could at least DECREASE interest collection as we continue to catch up quickly. (\$300,000 +)</p>
<p>Invoice Receiving</p>	<p>Invoices are being sent to employees who no longer work for the city or mailed to departments that they don't belong to.</p>	<p><u>-The Vendor Self Service Portal in Munis</u> is being established as an online tool for vendors to be able to input and follow their own invoice. <u>-The Fiscal Operations Manager</u> will see all invoices as they are uploaded and will track &amp; troubleshoot until paid. <u>-Fiscal Officer Team</u> will have access to uploaded invoices and direct communication with departments about all invoices.</p>	<p>This will eliminate missed invoices which leads to unpaid invoices. (Millions in late invoice payments)</p>
<p>Lawsuits</p>	<p>The City faces lawsuits due to late invoice payments with interest included in most cases.</p>	<p>Restructuring will create uniformity across departments as it relates to invoice entry and follow-through.</p>	<p>Can Save Hundreds of Thousands in Lawsuits due to unpaid invoices</p>
<p>Internal/External Issues</p>	<p>Communication gaps and barriers make solving issues harder.</p>	<p>Adding a position like <u>Liaison</u> to the Department of Finance will aid in having central communication for troubleshooting issues and mediation internally between departments and externally with outside stakeholders.</p>	<p>This will close a huge gap that often leads to miscommunication or no communication at all, leaving potentially new employees without the knowledge they need to move things forward.</p>

# Fiscal Operations Management Flow Chart



## Deputy CFO:

Reassigned Position: full Oversight of The Department of Finance and Administration, Reports to the CFO.

## Fiscal Operations Manager:

New Position: Reports to DCFO, Will train, oversee, & manage the Fiscal Officer Team to make sure that timely compliance with all fiscal systems is met. Available to troubleshoot and answer any questions. High Financial & Muri's System knowledge.

- Takes the pressure off of upper management (DCFO & CFO) for daily invoice tracking.
- Has Control and Accountability for the Invoice System.
- Puts daily reports of invoice entries to ensure that invoices are flowing through the system.
- Weekly reports sent to Deputy CFO & CFO
- Will follow disciplinary action procedures that are in place including termination when necessary for failure to comply with duties.

## Fiscal Officer Team (Representatives):

- Existing Fiscal Officer Positions.
- Direct representative for specific City Department(s).
- Provide oversight for the compliance of the city's financial process:
  - o Make sure that invoices are entered on time
  - o Make sure Contracts are correctly entered
  - o Make sure the approval process flows in Muri's
  - o Make sure commodities are actually received by Departments before awards are made.
  - o Approve all actions (in Muri's) by Fiscal officers/Office Coordinators in the field.
- Must have a higher level of financial understanding and be consistently trained by the Fiscal Operations Manager.

## Fiscal Officers & Office Coordinators:

Will continue day-to-day operations within the department (i.e., invoice entry, requisition entry, contract entry, receiving of commodities, etc).

Will continue to report to their department Director and follow all guidelines established within that department, outside of the fiscal duties.



# Phase 1 (60 Days)

## **1. Internally reorganize the Finance & Administration department:**

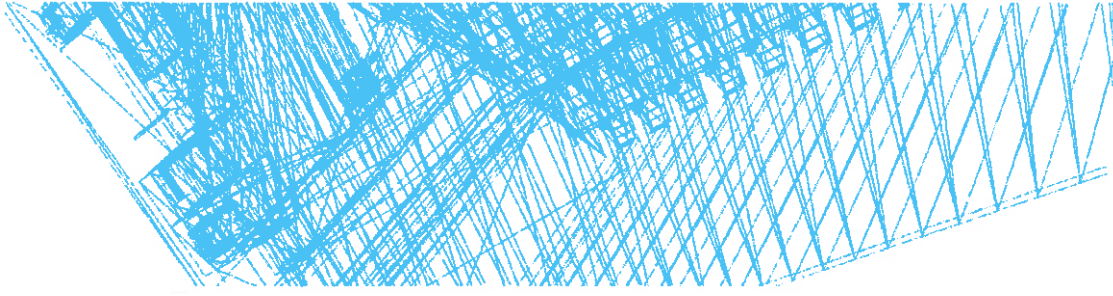
- i. Officially reorganize the existing organizational chart.
- ii. Promote existing staff into new roles and provide corresponding raises.
  - i. Ensure existing staff are properly onboarded and trained.
- iii. Finalize job descriptions and hiring plans for new positions.
- iv. Interview candidates for ALL new positions.

## **2. Build the Vendor Self-Service portal:**

- i. Coordinate with the Munis Developer, the IT Department, and the Government Performance Lab (GPL) to build the new vendor self-service portal.
- ii. Setup 2 workstations on the 6<sup>th</sup> floor of the Warren Hood Building for vendors to gain access to computers/internet if they do not have access to technology.

# Phase 2 (60 Days)

- 1. Hire new staff positions and prepare the Fiscal Operations Team for centralization:**
  - i. Hire and train ALL new positions within the Department of Finance & Administration.
  - ii. Setup new workspaces for Fiscal Officers to join the Finance & Administration Dept.
  - iii. Begin training all Fiscal Officers on their roles/responsibilities under the centralization plan.
  - iv. Conduct meetings with Department Directors/Fiscal Officers to review roles and responsibilities under the centralization plan.
  
- 2. Test & promote the Vendor Self-Service portal amongst vendors:**
  - i. Conduct internal testing.
  - ii. Conduct external testing with actual vendors.
  - iii. Launch a public relations campaign to reveal the new vendor self-service portal.
  - iv. Begin virtual and in-person training for vendors.
    - i. Require all vendors to be signed up for vendor self-service by launch date.





## Phase 3 (60 Days)

1. **Officially centralize the Fiscal Operations Team**
  - i. Officially incorporate fiscal officers into the Finance & Administration department.
  - ii. Provide ongoing training to Fiscal Officers.
2. **Launch the vendor self-service portal:**
  - i. Officially launch and require vendors to use the vendor self-service portal.
  - ii. Continue to provide in-person and online trainings for new vendors.
  - iii. **\*\*Vendor Self-Service cannot be launched until Fiscal Officers are officially brought into the Fiscal Operations Team. This needs to be coordinated very carefully.\*\***



# Restructuring: SWOT Analysis

<p><b>Strengths:</b></p> <ul style="list-style-type: none"> <li>Improved Budget Management:             <ul style="list-style-type: none"> <li>Fewer people will be involved in managing department funds, which should theoretically reduce wasteful spending.</li> </ul> </li> <li>Improved Customer Service:             <ul style="list-style-type: none"> <li>Vendors will better understand who they need to contact when they have troubles with contracts or payments.</li> </ul> </li> <li>Increased Timely Payments:             <ul style="list-style-type: none"> <li>Invoices will be received centrally and paid more promptly.</li> </ul> </li> <li>Enhanced Reconciliation:             <ul style="list-style-type: none"> <li>A team of fiscal officers will manage invoices, contracts, and financial requirement irrespective of turnover, vacancies or vacation.</li> </ul> </li> <li>Improved System Navigation:             <ul style="list-style-type: none"> <li>Centralization will reduce the number of staff that require in-depth training. A smaller team of fiscal officers will be better experts on managing and operating the existing fiscal operations systems. They will also be better equipped to solve problems quickly.</li> </ul> </li> <li>Enhanced Compliance:             <ul style="list-style-type: none"> <li>A centralized finance and administration department will reduce the risk that the city is not compliant with federal/state/local grant requirements.</li> </ul> </li> </ul>	<p><b>Weaknesses:</b></p> <ul style="list-style-type: none"> <li>Centralized Risk:             <ul style="list-style-type: none"> <li>One of the weaknesses of a centralized system is that risks become less diffuse. Technology or human-centered errors are felt more acutely—they will not just be concentrated within one department.</li> </ul> </li> <li>Human Resources:             <ul style="list-style-type: none"> <li>Centralization requires a strong fiscal operations team. If the City struggles to hire and retain competent staff in the short-term or long-term, there will be extraordinary difficulty managing fiscal operations.</li> </ul> </li> <li>Reduced Director Authority:             <ul style="list-style-type: none"> <li>If there are issues with fiscal operations, department directors are empowered within a decentralized system to solve those issues. Directors will now require significantly more cooperation from a centralized fiscal operations team. If there is not cooperation across departments, centralization will not solve ongoing fiscal problems.</li> </ul> </li> </ul>
<p><b>Opportunities:</b></p> <ul style="list-style-type: none"> <li>Improved Efficiency:             <ul style="list-style-type: none"> <li>Administrative burden can reduce focus on other tangible priorities. Centralization should improve efficiency within departments and across the city government.</li> </ul> </li> <li>Enhanced Technology:             <ul style="list-style-type: none"> <li>The adoption of tools like Vendor Self-Service will ensure that the City of Jackson is utilizing tools that have been adopted by cities across the country.</li> </ul> </li> <li>Increased Focus on City Priorities:             <ul style="list-style-type: none"> <li>If the City can use centralization to reduce financial and administrative burden, it will allow the Mayor's Administration and the City Council to effectively focus on other key priorities across Jackson.</li> </ul> </li> <li>Resource Conservation:             <ul style="list-style-type: none"> <li>A more effective and efficient city government will enable Jackson to conserve resources and direct additional funds to other priorities.</li> </ul> </li> </ul>	<p><b>Threats:</b></p> <ul style="list-style-type: none"> <li>Human Resources:             <ul style="list-style-type: none"> <li>If the City cannot find qualified staff to fill some of the new key roles created, then the centralization plan will struggle to get off the ground.</li> </ul> </li> <li>Abolished Responsibility:             <ul style="list-style-type: none"> <li>Centralization could unintentionally communicate to Directors in the long-run that they are no longer responsible for their own budgets or departmental operations, including procurement strategy, active contract management, vendor engagement, and staff issues. This will not be true under centralization but could be perceived accordingly.</li> </ul> </li> <li>System Failure:             <ul style="list-style-type: none"> <li>Centralization is dependent on the configuration of digital solutions. Including Munis and Vendor Self-Service. Technology failures will impact the fiscal operations team from being able to manage core operations.</li> </ul> </li> </ul>



*DK* CITY CLERK  
4/24/24

**ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND VARIOUS ORGANIZATIONS FOR THE USE OF 2022 EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM FUNDS IN THE CITY OF JACKSON FOR A TOTAL OF \$140,892.30, FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR ELIGIBLE ACTIVITIES RELATED TO RAPID RE-HOUSING, HOMELESSNESS PREVENTION, STREET OUTREACH, EMERGENCY SHELTER, AND A HOMELESSNESS MANAGEMENT INFORMATION SYSTEM. (ALL WARDS).**

**WHEREAS**, the City of Jackson receives federal funds, on an annual basis, from the U.S. Department of Housing and Urban Development for several federal programs to benefit principally low and moderate-income individuals and families for the purposes of providing a suitable living environment, decent housing, and expanded economic opportunities; and

**WHEREAS**, on December 13, 2022, HUD notified the City of Jackson of its 2022 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low-and moderate-income persons and special needs populations across the country; and

**WHEREAS**, by Order entered on July 19, 2022, recorded in Minute Book 6V, Pages 311-312, the governing authorities authorized the Mayor to submit to the U.S. Department Of Housing and Urban Development the City Of Jackson's 2022 One-Year Annual Action Plan of the 2020-2024 Consolidated Plan in the amount of \$4,054,417.00; and

**WHEREAS**, on June 8, 2022 and June 9, 2022, the Office of Housing and Community Development advertised in five (5) local newspapers a Request For Proposal (RFP) notifying interested Applicants of funds available from the U.S. Department of Housing and Urban Development (HUD) for the following grants: Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and Housing Opportunities for Persons With AIDS (HOPWA); and

**WHEREAS**, a total of thirteen (13) Community Development Block Grant (CDBG) proposals were submitted, seven (7) Emergency Solutions Grant (ESG) proposals, and one (1) Housing Opportunities for Persons With AIDS (HOPWA) proposal were submitted electronically by the deadline of 5:00 p.m. on June 24, 2022; and

**WHEREAS**, based on HUD's Regulations 576.100, ESG funds may be used for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS; as well as administrative activities; and

**WHEREAS**, the Office of Housing and Community Development recommends entering into a contract with various organizations to provide Rapid Re-Housing, Homelessness Prevention, Emergency Shelter, Street Outreach, and a Homelessness Management Information System (HMIS) services to eligible ESG residents in the City of Jackson; and

**WHEREAS**, the contracts shall be effective October 1, 2023 – September 30, 2024, and shall authorize the expenditure of \$140,892.30 from ESG funds.

**Agenda Item #2**  
**5.28.2024**  
**(Keeton, Lumumba)**

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute contracts with various organizations to provide Rapid Re-Housing, Homelessness Prevention, Emergency Shelter, Street Outreach and Homelessness Management Information System (HMIS) services to eligible ESG residents in the City of Jackson, and to execute all other required forms and contractual documents related to this award.

AGENCY	ACTIVITY	AMOUNT AWARDED
Catholic Charities	Shelter	\$14,089.00
Stewpot Community Services (Billy Brumfield Shelter)	Shelter	\$14,089.00
Stewpot Community Services (Matt's House)	Shelter	\$14,089.00
Carter's Compassionate Traditional & Supportive Housing	Shelter	\$14,089.00
Born 2 Lead	Street Outreach & Shelter	\$14,089.00
Walk in Newness	Street Outreach & Shelter	\$14,089.00
Voice of Calvary Ministries	Homeless Prevention, Rapid Rehousing, HMIS	<u>\$56,358.30</u>
<b>TOTAL</b>		<b>\$140,892.30</b>

Item#: \_\_\_\_\_  
 Agenda Date:  
 By: (Keeton, Lurnumba)

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

2/27/2024  
DATE

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND VARIOUS ORGANIZATIONS FOR THE USE OF 2022 EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM FUNDS IN THE CITY OF JACKSON FOR A TOTAL OF \$140,892.30 FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR ELIGIBLE ACTIVITIES RELATED TO RAPID RE-HOUSING, HOMELESSNESS PREVENTION, STREET OUTREACH, EMERGENCY SHELTER, AND A HOMELESSNESS MANAGEMENT INFORMATION SYSTEM (HMIS). (ALL WARDS).
2.	<b>Public Policy Initiative:</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life
3.	<b>Who will be affected</b>	Provide services for low/moderate income persons and homeless persons living in the Jackson MSA
4.	<b>Benefits</b>	To provide ESG eligible services
5.	<b>Schedule (beginning date)</b>	Upon approval
6.	<b>Location:</b> WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide - All Wards
7.	<b>Action implemented by:</b> City Department <input checked="" type="checkbox"/> Consultant	Department of Planning & Development
8.	<b>COST</b>	\$140,892.30
9.	<b>Source of Funding:</b> General Fund Grant <input checked="" type="checkbox"/> Bond Other	2022 ESG Funds  Contingency Acct. 086-59500-6736
	<b>EBO participation</b>	ABE ___ % WAIVER yes ___ no ___ N/A ___ AABE ___ % WAIVER yes ___ no ___ N/A ___

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

Revised 2-04

# **OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT**

## **MEMORANDUM**

**TO:** Chokwe Antar Lumumba, Mayor

**FROM:** Chloe Dotson, Director  
Department of Planning and Development

**DATE:** February 16, 2024

**RE:** Agenda Item for February 27, 2024 City Council Meeting

The attached agenda item authorizes the Mayor to execute a contract with various organizations to provide Rapid Re-Housing, Homelessness Prevention, Emergency Shelter, Street Outreach, and Homelessness Management Information System (HMIS) services to eligible ESG residents in the City of Jackson utilizing 2022 HUD funding.

The contracts shall be effective October 1, 2023 – September 30, 2024, in the amount of \$140,892.30.

Should you have any questions, please contact me at ext. 2155.

**cc:** Reginald Jefferson, Deputy Director, Department of Planning and Development  
Stephanie King, Manager, Development Assistance Division  
Loretta Johnson, Assistant Manager, Development Assistance Division

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  
*[Handwritten signature]*  
5/11/24

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND VARIOUS ORGANIZATIONS FOR THE USE OF 2022 SOLUTIONS GRANT (ESG) PROGRAM FUNDS IN THE CITY OF JACKSON FOR A TOTAL OF \$140,892.30, FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR ELIGIBLE ACTIVITIES RELATED TO RAPID REHOUSING, HOMELESSNESS PREVENTION, STREET OUTREACH, EMERGENCY SHELTER, AND A HOMELESSNESS MANAGEMENT INFORMATION SYSTEM. (ALL WARDS) is legally sufficient for placement in NOVUS Agenda.

*[Handwritten signature]*  
\_\_\_\_\_

Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Kristie Metcalfe, Deputy City Attorney

*[Handwritten signature]*  
\_\_\_\_\_

5/11/24  
Date



## PUBLIC NOTICE

The City of Jackson, MS will conduct Public Hearings and an Application Workshop regarding the development of its 2022 One-Year Action Plan of the 2020-2024 Consolidated Plan. The Annual Action Planning process requires broad public participation by citizens and entities which are interested in, or are providing assistance in, the areas of housing, services for the homeless, public services and other community development activities.

The City of Jackson's 2022 Community Planning and Development Program Allocations are as follow: \$1,479,031.00 in Community Development Block Grant (CDBG) funds; \$944,901.00 in Home Investment Partnerships (HOME) funds; \$152,316.00 in Emergency Solutions Grant (ESG) funds; and \$1,476,169.00 in Housing Opportunities for Persons with AIDS (HOPWA) funds for a total of \$4,052,417.00.

The Public Hearings will explain the purpose of the City's Annual Action Plan; discuss the City's goals and accomplishments with HUD funds; and consult with the public by accepting public comments regarding proposed activities for the programs. The Public Hearings will be held at 6:00 p.m. on the following dates at the specified locations:

May 10, 2022  
May 11, 2022  
June 15, 2022

Grove Park Community Center, 4126 Parkway Ave., 39213  
Tabernacle Ministries, 2025 N. Siwell Rd., 39212  
Warren Hood Building, 200 S. President St., 39201  
(Final Public Hearing)

**Application/Proposal Workshop-** For non-profit organizations interested in applying for HUD funding, workshops will be held on Friday, May 20, 2022 at City of Jackson, 200 South President Street, Andrew Jackson Conference Room, Jackson, MS 39201. Masks are required and social distancing will be enforced. The Workshop will be conducted as follow:

- CDBG applicant workshop will be from 9:00 a.m. to 10:30 a.m.
- ESG and HOPWA Applicant workshop will be from 10:30 a.m. to 11:30 a.m.
- HOME Workshop will be from 1:30 p.m. to 2:30 p.m.

**Deadline-** Application/Proposal packages for 2022 CDBG, ESG, HOPWA, and HOME will only be accepted electronically via email. Electronic submission instructions will be included in the application instructions. Applications will be available for download on May 20, 2022 by visiting <https://www.jacksonms.gov/housing-community-development/>. The deadline to submit all applications electronically is by 5:00 p.m. on Friday, June 24, 2022.

Due to the COVID-19 Pandemic, no application/proposal packages will be accepted at our office or by mail.

The draft Annual Action Plan will be available for review at the final public hearing and on the City's website at [www.jacksonms.gov](http://www.jacksonms.gov) on June 15, 2022. The Public Comment period will begin on Wednesday, June 15, 2022 and end at 5:00 p.m., on Friday, July 15, 2022.

Residents with disabilities are encouraged to notify the City at least five (5) days prior to the public hearing of any needed accommodations.

For more details contact the Office of Development Assistance Division at 601-960-2155.

Classified Section - Public Notice

Clarion-Ledger, Publication Date: June 9, 2022

Mississippi Link, Publication Date: June 9, 2022

Northside Sun, Publication Date: June 9, 2022

Jackson Advocate, Publication Date: June 9, 2022

La Noticia, Publication Date: June 8, 2022



**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

December 13, 2022

Honorable Chokwe Antar Lumumba  
Mayor, City of Jackson  
218 S President Street; Second Floor  
Jackson, MS 39205-001

**SUBJECT: Fiscal Year 2022 Grant Agreement Transmittal**

Dear Mayor Lumumba:

The Jackson Field Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities for low-and moderate-income persons through HUD programs. On Thursday, June 10, 2021, the Department published an interim final rule with a request for comments, titled: *Requesting Affirmatively Furthering Fair Housing Definitions and Certifications* (86 Fed Reg 30779). The effective date for the interim rule is July 31, 2021, and you are encouraged to review the interim rule in developing your programs.

One Grant Agreement is attached for each program awarded as follows:

Community Development Block Grant Program (CDBG)	\$1,479,031.40
HOME Investment Partnerships (HOME)	\$ 944,901.00
Housing Opportunities for Persons with AIDS (HOPWA)	\$1,476,169.00
Emergency Solutions Grant (ESG)	\$ 152,316.00
<b>Total FY 2022 Award</b>	<b>\$4,052,417.40</b>

**Transmittal** of a grant agreement does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed Grant Agreement is a legally binding agreement between the Department of Housing and Urban Development and your agency.

To establish a Line of Credit for Fiscal Year 2022 grant funds, it will be necessary for your agency to sign, execute and return one (1) copy of each Grant Agreement. If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055), notarize, and return

*HUD's mission is to increase homeownership, support community development and increase access to affordable housing free from discrimination.*

[www.hud.gov](http://www.hud.gov)

[espanol.hud.gov](http://espanol.hud.gov)

to this office. Additionally, if there is a need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed by your financial institution and returned to this office with a copy of a voided check.

Please note the special condition in your CDBG Funding Approval/Agreement.

In accordance with the HOME regulations at 24 CFR 92.254(a)(5), a Participating Jurisdiction (PJ) must establish resale and/or recapture requirements that comply with the standards of the regulation. Furthermore, the resale and/or recapture requirements must be set forth in the PJ's Consolidated Plan. HUD must determine if the PJ's provisions comply with the requirements of the regulations and notify the PJ in writing of its determination.

HUD has reviewed your resale and/or recapture provisions and has determined that the provisions included in the Plan comply with the requirements at 24 CFR 92.254(a)(5).

You are reminded that certain activities are subject to the provisions of 24 CFR Part 58 (Environmental Review Procedures). Funds for such activities may not be obligated or expended until HUD has approved the release of funds in writing. A request for release of funds (RROF) must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required.

On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58. The Act establishes a domestic content procurement preference, the BAP, for Federal programs that permit Federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Starting May 14, 2022, new awards of Federal financial assistance from a program for infrastructure, and any of those funds obligated by the grantees, are covered under the Build America, Buy America (BABA) provisions of the Act, 41 U.S.C. 8301 note. While HUD currently has a waiver of the application of the BAP through HUD's Notice, "General Applicability Waiver of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (87 FR 26219), HUD will begin requiring compliance with BAP for all new funds obligated on or after November 14, 2022, unless covered by a subsequent waiver. Additional details on fulfilling the BABA requirements can be found at [https://www.hud.gov/program\\_offices/general\\_counsel/BABA](https://www.hud.gov/program_offices/general_counsel/BABA) and will be provided by HUD prior to the expiration of the waiver and full implementation of BABA.

Please execute two (2) copies of each Grant Agreement with electronic signature. In response to COVID-19, HUD authorizes you to electronically execute the grant agreement with your electronic signature. Return one (1) of each agreement to this office to the attention of Donnetta McAdoo, Director, Community Planning and Development. Please ensure the Chief Elected Official and/or authorized designee electronically signs the CDBG grant agreement in the box directly across from the HUD CPD Director's signature. The CDBG Grant Agreement

should not be electronically signed in box 12c. Maintain a copy of each agreement with your original signature on-site in your program files.

For additional information and guidance on grant-based accounting, please refer to the HUD Exchange at: <https://www.hudexchange.info/manage-a-program/grant-based-accounting/>.

HUD congratulates the City of Jackson on your grant award, and we look forward to assisting you in accomplishing your programs goals. If you have any questions or need further information of assistance, please contact Claudine Ervin, CPD Representative at (601) 608-1793, or [Claudine.ervin@hud.gov](mailto:Claudine.ervin@hud.gov).

Sincerely,



Donnetta McAdoo, Director  
Office of Community Planning and  
Development

Enclosures


# Funding Approval/Agreement

Emergency Solutions Grants Program  
 Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act,  
 42 U.S.C. 11371 et seq.  
 Assistance Listing Number 14.231

U.S. Department of Housing and Urban  
 Development  
 Office of Community Planning and Development

1. Recipient Name and Address Jackson (City of) 200 S President Street Jackson, MS 38201-4307		2. Unique Federal Award Identification Number: E-22-4AC-28-0083	
		3. Tax Identification Number: 648000503	
		4. Unique Entity Identifier: GNNPTMFBPVMB	
5. Fiscal Year (yyyy): 2022			
6. Previous Obligation (Enter "0" for Initial Fiscal Year allocation)		\$ 0	
7. Amount of Funds Obligated or Deobligated by This Action (+ or -)		\$152,318	
8. Total Amount of Federal Funds Obligated		\$152,318	
9. Total Required Match			
10. Total Amount of Federal Award including Match			
11. Start Date of Recipient's Program Year (mm/dd/yyyy)  10/01/2022		12. Date HUD Received Recipient's Consolidated Plan Submission (mm/dd/yyyy)  08/15/2022	
		13. Period of Performance and Budget Period Start Date/Federal Award Date (the date listed in Box 19 for Initial Fiscal Year allocation) (mm/dd/yyyy)  12/12/2022	
14. Type of Agreement (check applicable box) <input checked="" type="checkbox"/> Initial Agreement (Purpose #1 - Initial Fiscal Year allocation) <input type="checkbox"/> Amendment (Purpose #2 - Deobligation of funds) <input type="checkbox"/> Amendment (Purpose #3 - Obligation of additional funds)		15. Special Conditions and Requirements <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached	
		16. Period of Performance and Budget Period End Date (24 months after the date listed in Box 13) (mm/dd/yyyy)  12/11/2024	

**General Terms and Conditions:** This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.) and is subject to the applicable annual appropriations act. The Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments completed in accordance with 24 CFR Part 91), the Emergency Solutions Grants Program regulations at 24 CFR Part 578 (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions attached to this Agreement, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds for the specified Fiscal Year available to the Recipient upon execution of this Agreement by the Recipient and HUD. The funds may be used for costs incurred before the Budget Period under the conditions specified in HUD Notice CPD-22-05 or another prior written approval by HUD, or if the Recipient is not covered by Notice CPD-22-05, under the condition that the costs are otherwise allowable and were incurred on or after the dates listed in box 11 and box 12 or 90 calendar days before the date in box 13 (whichever is later). The Recipient agrees to assume responsibility for environmental review, decision making, and action under 24 CFR Part 58, except where the Recipient is a state and distributes funds to a unit of general local government, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 CFR 58.4. Without the Recipient's execution of an amendment or other consent, HUD may amend this Agreement to provide additional funds to the Recipient for the specified Fiscal Year or to deobligate funds under this Agreement in accordance with applicable law. The Recipient must comply with the applicable requirements at 2 CFR part 200, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in 24 CFR part 576, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments. If the amount in Box 8 exceeds \$500,000, the Recipient must comply with Appendix XI to 2 CFR part 200—Award Term and Condition for Recipient Integrity and Performance Matters. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

17. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official) ,OOB Director Katy Burke, OFM Director		18. Signature X	19. Date (mm/dd/yyyy) 12/12/2022 / /
20. For the Recipient (Name and Title of Authorized Official)  CAM		21. Signature 	22. Date (mm/dd/yyyy)

**Funding Information (HUD Accounting Use Only):**

PAB Code: SOE Region: 04  
 Appropriator: 0182/1182 Office: (Jackson)  
 Appro Symbol: J

Program Code: SOE  
 Treasury Code: 088

**Special Conditions and Requirements for FY 2022 ESG Program**

**Serving Youth Who Lack 3rd Party Documentation or Live in Unsafe Situations**

Notwithstanding any contrary requirements under the McKinney-Vento Homeless Assistance Act or 24 CFR part 576, youth aged 24 and under who seek assistance (including shelter, services or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 CFR 578.3 as a condition for receiving assistance; and unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.

**Special Conditions and Requirements for FY 2022 ESG Program**

**Indirect Cost Rate**

The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

*Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.*

<u>Recipient Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

# **OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT**

## **M E M O R A N D U M**

**TO:** Chokwe Antar Lumumba, Mayor

**FROM:** Chloe Dotson, Director  
Department of Planning and Development

**DATE:** February 16, 2024

**RE:** Agenda Item for February 27, 2024 City Council Meeting

The attached agenda item authorizes the Mayor to execute a contract with various organizations to provide Rapid Re-Housing, Homelessness Prevention, Emergency Shelter, Street Outreach, and Homelessness Management Information System (HMIS) services to eligible ESG residents in the City of Jackson utilizing 2022 HUD funding.

The contracts shall be effective October 1, 2023 – September 30, 2024, in the amount of \$140,892.30.

Should you have any questions, please contact me at ext. 2155.

**cc:** Reginald Jefferson, Deputy Director, Department of Planning and Development  
Stephanie King, Manager, Development Assistance Division  
Loretta Johnson, Assistant Manager, Development Assistance Division



**2022 ESG CONTRACT  
BETWEEN  
THE CITY OF JACKSON, MISSISSIPPI  
AND  
(VARIOUS ORGANIZATIONS)**

**THIS CONTRACT**, is by and between the City of Jackson (herein called the "CITY") and \_\_\_\_\_ (herein called the "SUBRECIPIENT").

**WHEREAS**, the CITY has applied for and received funds from the United States Government under the Emergency Solutions Grant Program, the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act); and

**WHEREAS**, the Emergency Solutions Grant (ESG) funds must be used in accordance with the provisions of the Act and the HUD regulations set forth in 24 CFR Part 576.104, as amended from time to time (the "Regulations");

**WHEREAS**, the CITY wishes to engage the SUBRECIPIENT to assist in utilizing such funds related to Homeless Prevention, Emergency Shelter, Rapid Re-housing and Outreach, and a Homeless Management Information System (HMIS).

**NOW, THEREFORE**, it is agreed between the parties hereto that:

**ARTICLE I - TERM**

- 1.1 Term** - Services of the SUBRECIPIENT shall start on the 1st day of October, 2023 and end on the 30th day of September, 2024, which is the 2022 Program year. The term of this Contract and the provisions herein may be extended to cover any additional time period during which the SUBRECIPIENT remains in control of Emergency Solutions Grant funds (CFDA #14.231) or other assets including program income.

**ARTICLE II – AWARD AND USE OF FUNDS**

- 2.1 Statement of Work, Implementation Schedule** - CITY shall provide SUBRECIPIENT a grant in an amount not to exceed fourteen thousand eighty nine dollars (\$14,089.00). The funds for said grant shall come from the CITY's General Fund Budget, with reimbursement from the CITY's 2019 U.S. Department of Housing and Urban Development, (hereinafter referred to as HUD), Emergency Solutions Grant (hereinafter referred to as ESG) funds. ESG funds shall be expended in strict accordance with SUBRECIPIENT's Statement of

## 2022 ESG Contract

Work, Implementation Schedule and Budget which are incorporated herein and attached hereto collectively as Exhibit "A" and hereinafter referred to as the "Scope of Services"; provided, however, that line-item budget revisions may be approved by the Deputy Director of the Office of Housing and Community or Designee if said revisions are in accord with the "Scope of Services" in Exhibit "A".

- 2.2 Matching Funds** - SUBRECIPIENT agrees to match dollar-for-dollar the ESG funding provided by HUD with funds from other public or private sources. The matching contributions must be provided after the date the contract agreement is executed. Eligible sources of matching contributions are outlined in 24 CFR 576.201(a-f).
- 2.3 Payments/Reimbursements** - SUBRECIPIENT agrees to submit monthly reimbursements to the Office of Housing and Community Development (OHCD) by the 5<sup>th</sup> of each month for eligible expenses only. To qualify for reimbursement individual cost must be incurred during the contract period. Sub-recipients are required to prepare a reimbursement request package which includes a cover letter with the requested amount and the period the request is being made for. Documentation attached should support request, i.e., copies of receipts for expenditures, copies of bills paid, bank statement showing that checks have cleared along with canceled checks (front & back), and other proof of expenditures.

If indirect costs are charged, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate CITY share of administrative costs and shall submit such plan to the CITY for approval.

### ARTICLE III- PROGRAM REQUIREMENTS

- 3.1 Compliance** - The SUBRECIPIENT shall become familiar with and agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 576 of the Housing and Urban Development regulations and policies issued pursuant to these regulations and to comply with applicable uniform administrative requirements, including but not limited to 24 CFR Part 5, 24 CFR Part 84, and 24 CFR Part 85; and applicable Office of Management and Budget (OMB) Circulars referenced within the regulations. The SUBRECIPIENT also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement.

The Rapid Re-housing/Homelessness Prevention funds must be used in accordance with the provisions of the Act and the HUD regulations set forth in 24 CFR Part 576.104, as amended from time to time (the "Regulations");

ESG funds shall be used to provide housing relocation and stabilization services and short-and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing.

## 2022 ESG Contract

This assistance, referred to as rapid re-housing assistance, shall be provided to program participants who meet the criteria under paragraph (1) of the "homeless" definition in §576.2 or who meet the criteria under paragraph (4) of the "homeless" definition and live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition. The rapid re-housing assistance shall be provided in accordance with the housing relocation and stabilization services requirements in §576.105, the short- and medium-term rental assistance requirements in §576.106, and the written standards and procedures established under §576.400.

- 3.2 **Continuum of Care (CoC)** – The SUBRECIPIENT must be an active participating member in good standing with the Central MS-500 CoC.
- 3.3 **Written Standards** - The SUBRECIPIENT must establish and consistently apply written standards for providing ESG assistance as outlined in 24 CFR 575.400(19)(e)(2)(i).
- 3.4 **Data Collection Systems - Homeless Management Information System (HMIS)** SUBRECIPIENT shall become familiar with and comply with HMIS, the information system designated by a local Continuum of Care (CoC) to comply with the requirements of CoC Program interim rule 24 CFR 578. SUBRECIPIENT agrees to enter data on all persons served and all activities assisted under ESG into the applicable community-wide HMIS database as outlined in 24 CFR 576.400(f).
- 3.5 **Emergency Shelter** - SUBRECIPIENT will utilize ESG funds for use as an emergency shelter in conformance with the requirements of 24 CFR Part 576.102.
- 3.6 **Travel** - The SUBRECIPIENT shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Contract.

## ARTICLE IV – HOMELESS PREVENTION/PARTICIPATION/ASSISTANCE

- 4.1 SUBRECIPIENT shall provide individuals and families who are at or below thirty (30%) percent of the Area Median Income (AMI) with: (a) assistance obtaining appropriate supportive service, including permanent housing, rental and utility assistance, moving assistance, case management, legal assistance, credit counseling and other service essential for achieving independent living; and (b) other Federal, State, Local, and private assistance available for such individuals.
- 4.2 SUBRECIPIENT will give homeless individuals and families (a) assistance in obtaining appropriate supportive services, including permanent housing, medical health treatment, counseling, supervision, and other services essential for achieving independent living; and (b) other Federal, State, Local, and private assistance available for such individuals.

**2022 ESG Contract**

- 4.3 Connecting Program Participants to Mainstream and other Resources** - The SUBRECIPIENT must assist each program participant, as needed, to obtain appropriate supportive services as outlined in 24 CFR 576.401(d).
- 4.4 SUBRECIPIENT** shall ensure the confidentiality of records pertaining to the provision of family violence prevention or treatment services with assistance as set forth in 42 U.S.C. 11375(c)(5).
- 4.5 Termination** - SUBRECIPIENT may terminate ESG assistance to any program participant that violates ESG program requirements as outline in 24 CFR 576.402(a).
- 4.6 Client Evaluation** - The SUBRECIPIENT shall conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under 576.400(d) and the written standards established under 573.400(e).
- 4.7 Client Intake Procedure** - The SUBRECIPIENT shall implement a written intake procedure which documents program participant's homeless status in compliance with HUD's requirements. The procedures must establish the order of priority for obtaining evidence as third-party documentation first, intake worker observations second, and certification from the person seeking assistance third (24 CFR 576.500). Using the verification forms consistent with HUD's recordkeeping requirements, the written procedure, at a minimum should include:
- A. Definition of Homeless (Refer to 24 CFR 576.2);
  - B. Update on categories under homeless;
  - C. Which category and under which definition participant is eligible;
  - D. Requirements on how case management services are provided, i.e., meeting with the client at least monthly; and
  - E. A tracking sheet in each client's file documenting client's homeless status and category.
- 4.8 Re-evaluation for Homelessness Prevention and Rapid Re-housing Assistance** - The SUBRECIPIENT must re-evaluate the program participant's eligibility and the type and amount of assistance the program participant need, not less than once every 3 months for program participants receiving homelessness prevention assistance, and not less than once

## 2022 ESG Contract

annually for program participants receiving rapid re-housing assistance as outlined in 24 CFR 576.401(b).

- 4.9 Case Management** - SUBRECIPIENTS shall provide case management to all ESG program participants, including connecting program participants to mainstream and other resources as outlined in 24 CFR 576.401(d). Case Managers must meet with program participants at least once a month (24 CFR 576.402).
- 4.10 Annual Income** - When determining the annual income of an individual or family, the SUBRECIPIENT must use the standard for calculating annual income under 24 CFR 5.609 as outlined in 24 CFR 576.401(c).
- 4.11 Participation** - SUBRECIPIENT will involve homeless individuals and families in providing work or services pertaining to families or activities assisted with ESG funds, in accordance with 24 CFR 576.405(c); and will provide for the participation of at least one homeless or formerly homeless individual(s) in its policy making function in the organization.

### ARTICLE V- SHELTER AND HOUSING STANDARDS

- 5.1 Lead-based Paint Remediation and Disclosure** - The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4826), the residential Lead-Based Paint Hazard Reduction Act of 1993 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants.
- 5.2 Minimum Standards for Emergency Shelters** - Any building for which Emergency Solutions Grant funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the minimum safety, sanitation and privacy standards listed in 24 CFR 576.403(b) (1-11).
- 5.3 Minimum Standards for Permanent Housing** - The SUBRECIPIENT cannot use ESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in 24 CFR 576.403(c)(1-10).

### ARTICLE VI - OTHER FEDERAL REQUIREMENTS

#### 6.1 Civil Rights Compliance

- A. Nondiscrimination and Equal Opportunity** - The SUBRECIPIENT agrees to comply with the non-discrimination and equal opportunity requirements at 24 CFR Part 5, as amended.

**B. Rehabilitation Act Requirements** - SUBRECIPIENT agrees to comply with HUD's implementing regulations at 24 CFR Part 8, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)

**6.2 Outreach Activities** - The SUBRECIPIENT agrees to make known that use of its facilities and services is available to all on a nondiscriminatory basis. The SUBRECIPIENT agrees that if it determines that its procedures to make known the availability of its facilities and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such facilities and services, the SUBRECIPIENT will establish additional procedures that will ensure that such persons are made aware of the facilities and services. The SUBRECIPIENT will adopt procedures which will make available to interested persons information concerning the location of services and facilities that are accessible to persons with disabilities.

**6.3 Nondiscrimination** - The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375 and 12086.

The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

**6.4 Land Covenants** - This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 470, Part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

**6.5 Affirmative Action**

- A. Policies** - The SUBRECIPIENT agrees that it shall be committed to carrying out affirmative action policies in keeping with the principles as provided in the President's Executive Order 11246, as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 Chapter 60).
- B. W/MBE** - The SUBRECIPIENT will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by subcontractors regarding their status as minority and female business enterprises in lieu of an independent investigation.
- C. Access to Records** - The SUBRECIPIENT shall furnish and cause each of its contractors, if any, to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- D. Notifications** - The SUBRECIPIENT will send to each labor union or representative of workers, if it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. EEO/AA Statement** - The SUBRECIPIENT will state, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, that it is an Equal Opportunity or Affirmative Action employer.
- F. Subcontracts** - The SUBRECIPIENT will include the provisions of Paragraph VI - A. Civil Rights Compliance in every subcontract specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

## 2022 ESG Contract

**6.6 Applicability of OMB Circulars** - The SUBRECIPIENT will comply with the policies, guidelines and requirements of Revised OMB Circular A-110 at 24 CFR Part 84, and OMB Circular A-122 as they apply to use of ESG funds by private nonprofit organizations.

**6.7 Conflicts of Interest** - In addition to the Codes of Conduct requirements in Revised OMB Circular A-110 at 24 CFR Part 84.42 and OMB Circular A-102, no person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the CITY or SUBRECIPIENT or of any designated public agency, that receives ESG funds and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure, or for one year thereafter. An exception to this exclusion may be provided in writing and approval.

SUBRECIPIENT should also ensure that any employee, agent, consultant, officer or elected or appointed official of the CITY or SUBRECIPIENT, although not having a personal or financial interest to a contract, should not have access or decision making authority regarding the subject contract, which would give the appearance of impropriety or conflict of interest based upon their access to materials related to the subject contract through other agencies or positions they may have or be involved.

SUBRECIPIENT must keep records to show compliance with the organizational conflicts-of-interest requirements in 576.404(a), a copy the personal conflicts of interest policy or codes of conduct developed and implemented to comply with the requirements in 576.404(b), and records supporting exceptions to the personal conflicts of interest prohibitions.

**6.8 Environmental Review Responsibilities** - The SUBRECIPIENT agrees to comply with the following regulations insofar as they may apply to the performance of this contract:

A. **Clean Air Act**, 42 U.S.C., 1857, et seq.;

B. **Federal Water Pollution Control Act**, as amended, 33 U.S.C. 1251, et seq., as amended, and 1318 in relation to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

C. **Environmental Protection Agency (EPA) regulations** pursuant to 40 CFR, Part 50, as amended.



## 2022 ESG Contract

- D. The SUBRECIPIENT does not assume CITY's environmental responsibilities under the National Environmental Policy Act of 1969 and HUD Environmental Review Procedures described at 24 CFR Part 58.
- E. The SUBRECIPIENT agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Contract, as it may apply to the provisions of this Contract.
- F. The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

**6.9 Intergovernmental Review** - The SUBRECIPIENT does not assume the CITY's responsibility for the review process requirements of Executive Order 12372 and the regulations issued under the Order at 24 CFR Part 52.

**6.10 Audits and Inspections** - Subrecipients which expended in the aggregate more than seven hundred fifty thousand dollars (\$750,000.00) of federal funds during the term of this Contract shall comply with the following requirements:

It is necessary for the CITY to be able to identify the ESG grant revenue through the financial documents provided by the SUBRECIPIENT. Thus, SUBRECIPIENT hereby agrees to provide the CITY a copy of SUBRECIPIENT's **annual audit(s)** within 180 days after the SUBRECIPIENT's fiscal year ends. Said audit(s) shall be performed by an independent Certified Public Accountant and shall specifically cover SUBRECIPIENT's activities and expenditures of ESG funds for the term of this Contract in conformance with the Single Audit Act of 1984 as Amended in 1996. The audit submitted must include a copy of any management letter or report on internal controls issued by the Certified Public Accountant.

It is necessary for the CITY to be able to identify the ESG grant revenue through the financial documents provided by the SUBRECIPIENT. Thus, SUBRECIPIENT hereby agrees to provide the CITY a copy of SUBRECIPIENT's **annual financial statement(s)** within 180 days after the SUBRECIPIENT's fiscal year ends. Said financial statement(s) shall be in compliance with generally accepted accounting principles and shall be performed by an

## 2022 ESG Contract

independent Certified Public Accountant. Said financial statement(s) shall specifically cover SUBRECIPIENT's activities and expenditures of ESG funds for the term of this Contract. The financial statement(s) submitted must include a copy of any management letter or report on internal controls issued by the Certified Public Accountant.

All SUBRECIPIENT records with respect to any matters covered by this Contract shall be made available to the CITY, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the CITY or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. A written response must be submitted to the CITY by the SUBRECIPIENT detailing the corrective action taken to address the deficiencies.

Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Contract and may result in the withholding of future payments.

**6.11 Lobbying and Disclosure Requirements - By entering this Contract, the SUBRECIPIENT certifies that:**

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, state, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state 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, and/or a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The SUBRECIPIENT 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 subcontractors shall certify and disclose accordingly.
- D. The SUBRECIPIENT understands that this certification is a material representation of fact upon which reliance by CITY was placed when this transaction was made or

entered into, and submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

## **ARTICLE VII – RELOCATION, ACQUISITION AND DISPLACEMENT**

- 7.1** The **SUBRECIPIENT** agrees to comply with 49 CFR part 24, which contain the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655) relating to acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses and non-profit organizations occurring as a direct result of any acquisition of real property utilizing grant funds. The **SUBRECIPIENT** agrees to comply with applicable **CITY** ordinances, resolutions, policies concerning displacement of individuals from their residences.

## **ARTICLE VIII – RECORDKEEPING AND REPORTING REQUIREMENTS**

### **8.1 Record Keeping**

- A.** The **SUBRECIPIENT** agrees to maintain a sound financial management and accounting system and will allow the **CITY**, **HUD**, the Comptroller General of the United States, the Audit Department of the State of Mississippi, or any of their authorized representatives access to any and all books, documents, papers and records of **SUBRECIPIENT** for the purpose of making audit examinations, excerpts, and transcriptions.
- B.** The **SUBRECIPIENT** shall maintain all records required by the federal regulations specified in 24 CFR Part 576.500 that are pertinent to the activities funded under this Contract. Such records shall include but not be limited to:
1. Records providing a full description of each activity undertaken;
  2. Records demonstrating that each activity undertaken meets the ESG program's objectives of providing shelter and services, and eligibility requirements as specified in 24 CFR Part 576.100;
  3. Records documenting evidence of program participants' eligibility as either "homeless" or "at risk of homelessness", as applicable (24 CFR 576.500);
  4. Records for each individual or family determined to be ineligible to receive ESG assistance, including documentation of reason for the determination;
  5. Records for program participants who receive homelessness prevention

## 2022 ESG Contract

assistance, or who receive rapid re-housing assistance longer than one year documenting annual income as required by 24 CFR 576.500(e);

6. Records for rental assistance must include copies of all leases and rental agreements, payments made to owners, and supporting documentation for these payments, including dates of occupancy by program participants;
  7. Records to document the monthly allowance of utilities (excluding telephone) used to determine compliance with rent restriction;
  8. Records documenting compliance with shelter and housing standards in 24 CFR 576.403, including inspection reports;
  9. Records documenting compliance with the fair housing and equal opportunity components of the programs (24 CFR 576.407);
  10. Records documenting compliance with the requirements of 24 CFR 576.400 for consulting with the Continuum of Care and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs;
  11. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with ESG assistance;
  12. Records documenting compliance with the homeless participation requirements in 24 CFR 576.405;
  13. Financial records pursuant to Revised OMB Circular A-110 at 24 CFR Part 84.
- 8.2 Retention** - The SUBRECIPIENT agrees that all records pertaining to each fiscal year of ESG funds must be retained for the greater of five (5) years or the period specified and outlined in 24 CFR 576.500(y)(1-3).
- 8.3 Disclosure** - The SUBRECIPIENT understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the CITY's or SUBRECIPIENT's responsibilities with respect to services provided under this Contract, is prohibited by the Privacy Act unless written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian.

## 8.4 Reports

## 2022 ESG Contract

- A. **Monthly Status Report** - The SUBRECIPIENT shall submit to the CITY regular Monthly Status Reports detailing the progress of the SUBRECIPIENT. Such reports shall be submitted within five days after the end of each month and shall be in the form and content required by the CITY. The reports should include financial information, accomplishments and program activities accomplished during the period and any other information which will allow the CITY to adequately assess SUBRECIPIENT's performance.
- B. **Program Income** - If applicable, the SUBRECIPIENT shall report monthly all program income (as defined in Revised OMB Circular A-110 at 24 CFR Part 84.20) generated by activities carried out with ESG funds made available under this Contract.

The use of program income by the SUBRECIPIENT shall comply with the requirements pursuant to Revised OMB Circular A-110 at 24 CFR Part 84.24. All unused program income shall be returned to the CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the CITY.

### ARTICLE IX- UNIFORM ADMINISTRATIVE REQUIREMENTS

- 9.1 **Compliance** - The SUBRECIPIENT agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 576 of the Housing and Urban Development regulations and policies issued pursuant to these regulations and to comply with applicable uniform administrative requirements, as described in 24 CFR Part 84.
- 9.2 **Close-Outs** - SUBRECIPIENT's obligations to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances, and receivable accounts to the CITY), and determining the custodianship of records.
- 9.3 **Independent Contractor** - Nothing contained in this Contract is intended to create an employer/employee relationship and nothing shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an independent contractor with respect to the services to be performed under this contract.
- 9.4 **Workers' Compensation** - If applicable, the SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Contract.

**2022 ESG Contract**

- 9.5 Insurance** - The SUBRECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage. The SUBRECIPIENT shall comply with the requirements of Revised OMB Circular A-110 at 24 CFR Part 84.
- 9.6 Grantor Recognition** - The SUBRECIPIENT shall insure recognition of the role of the grantor agency in providing services through this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications.

**ARTICLE X -CONDITIONS FOR RELIGIOUS ORGANIZATIONS**

- 10.1** If the SUBRECIPIENT is a religious organization, the SUBRECIPIENT agrees that in addition to, and not in substitution for, other provisions of this Contract regarding the provision of services with ESG funds, the SUBRECIPIENT:
- A.** Represents that SUBRECIPIENT is, or may be deemed to be, a religious or denominational institution or organization operated for religious purposes, which is supervised or controlled by or in connection with a religious or denominational institution or organization; and
  - B.** Agrees that, in connection with such public services:
    - 1.** SUBRECIPIENT will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion; and
    - 2.** SUBRECIPIENT will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
    - 3.** SUBRECIPIENT will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services; and
    - 4.** The portion of a facility used to provide public services assisted in whole or in part under this Contract shall contain no sectarian or religious symbols or decorations; and
    - 5.** Funds received under this Contract shall not be used to construct, rehabilitate

## 2022 ESG Contract

or restore any facility which is owned by the SUBRECIPIENT and of which the public services are to be provided; **provided that**, minor repairs may be made if such repairs (a) are directly related to the public services, (b) located in a structure used exclusively for non-religious purposes, and (c) constitute in dollar terms only a minor portion ESG expenditure for the public service.

### ARTICLE XI -SUSPENSION AND TERMINATION OF CONTRACT

- 11.1 Either party may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Statement of Work in Section II may only be undertaken with the prior approval of the CITY. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Contract shall, at the option of the CITY, become the property of the CITY, and SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactorily completed work on such documents or materials prior to termination.
- 11.2 The CITY may also suspend or terminate this Contract, in whole or in part, if the SUBRECIPIENT materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the CITY may declare the SUBRECIPIENT ineligible for any further participation in CITY contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the CITY may withhold up to fifteen (15) percent of said Contract funds until such time as the SUBRECIPIENT is found to be in compliance by the CITY or is otherwise adjudicated to be in compliance.
- 11.3 **Reversion of Assets** - Upon expiration of this Contract SUBRECIPIENT, shall transfer to the CITY any ESG funds on hand at the time of expiration and any accounts or loans receivable attributable to the use of ESG funds. Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with ESG funds shall be either;
- A. Used to meet one of the eligible activities in 24 CFR Part 576.21 until five (5) years after expiration of this Contract, or for such longer period of time as determined to be appropriate by the CITY; or
  - B. Disposed of in a manner that results in the CITY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property.

Filename: Green\_Legal\_Intake\_Form\_blank\_(002)\_Tue\_Apr\_25\_2023\_15-  
16-22 (1)  
Directory: C:\Users\lorettaj\Downloads  
Template: C:\Users\lorettaj\AppData\Roaming\Microsoft\Templates\Normal.  
dotm  
Title: The Attached Document(s) Was/were Left in The Legal Dept  
Subject:  
Author: Deja Leonard  
Keywords:  
Comments:  
Creation Date: 4/9/2018 2:18:00 PM  
Change Number: 125  
Last Saved On: 4/25/2023 2:44:00 PM  
Last Saved By: Linda Caldwell  
Total Editing Time: 4,189 Minutes  
Last Printed On: 3/22/2024 1:12:00 PM  
As of Last Complete Printing  
Number of Pages: 1  
Number of Words: 413 (approx.)  
Number of Characters: 2,359 (approx.)



## ARTICLE XII- AMENDMENTS

- 12.1 The CITY or SUBRECIPIENT may amend this Contract provided that such amendments make specific reference to this Contract, are authorized by the governing body of each entity, and are executed in writing, signed by a duly authorized representative of both organizations. The CITY, in its discretion, may amend this Contract to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons.

## ARTICLE XIII - EMPLOYMENT RESTRICTIONS

- 13.1 **Prohibited Activity** - The SUBRECIPIENT is prohibited from using funds provided herein for personnel employed in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
- 13.2 **OSHA** - Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.
- 13.3 **Safe Work Environment** - Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices.
- 13.4 **Section 3** - Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Contract, shall be a condition of the federal financial assistance provided under this Contract and binding upon the CITY, the SUBRECIPIENT and any subcontractor. Failure to fulfill these requirements shall subject the CITY, the SUBRECIPIENT and any subcontractor, their successors and assigns, to those sanctions specified by the contract through which federal assistance is provided.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Contract:

"The work to be performed under this Contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3

## 2022 ESG Contract

requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in areas of the project."

The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.

The SUBRECIPIENT agrees to send each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advising said labor organization or worker representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment continuing.

The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the CITY. The SUBRECIPIENT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

### ARTICLE XIV - HATCH ACT

- 14.1 The SUBRECIPIENT agrees that no funds provided nor personnel employed under this Contract shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

### ARTICLE XV -DAVIS-BACON ACT

- 15.1 The provision of the Davis-Bacon Act (40.U.S.C. 276a to 276 a-5) do not apply to the ESG Program.

### ARTICLE XVI – SUBCONTRACTS

- 16.1 The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Contract without the written consent of the CITY prior to the execution of such Contract.

The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis. Executed copies of

## 2022 ESG Contract

all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

The SUBRECIPIENT shall cause all of the provisions of this Contract in their entirety to be included in and made a part of any subcontract executed in the performance of this Contract.

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

### ARTICLE XVII – COPYRIGHT

- 17.1 If this Contract results in any copyrightable material, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work for government purposes.

### ARTICLE XVIII - PERFORMANCE MONITORING

- 18.1 The CITY will monitor the performance of the SUBRECIPIENT against goals and performance standards annually as required herein. Substandard performance as determined by the CITY will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the CITY, contract suspension or termination procedures will be initiated.

### ARTICLE XIX – ASSIGNABILITY

- 19.1 The SUBRECIPIENT shall not assign or transfer any interest in this Contract without the prior written consent of the CITY.

### ARTICLE XX - DRUG-FREE WORKPLACE REQUIREMENTS

- A. The SUBRECIPIENT certifies that it will 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 SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - B. Establishing a drug-free awareness program to inform employees about -

**2022 ESG Contract**

1. The dangers of drug abuse in the workplace;
  2. The SUBRECIPIENT'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 violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the 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 grant, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug abuse conviction for a violation occurring in the workplace no later than five days after such conviction;
  3. Notifying the CITY within ten days after receiving notice under subparagraph D(2) from an employee or otherwise receiving actual notice of such conviction;
- E. Taking one of the following actions, within 30 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; 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;
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E, and F.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



**ARTICLE XXI – INDEMNIFICATION**

The **SUBRECIPIENT** hereby indemnifies **CITY** in the total amount of **fifty nine thousand two hundred twenty dollars (\$59,220.00)**, against **SUBRECIPIENT's** failure to comply with any of the terms and conditions of this Contract or any ESG Regulations, federal laws, or State statutes which result in an audit exception and ultimate request by HUD or any division of the State of Mississippi for the return of funds spent in non-compliance with HUD guidelines or the laws of the State of Mississippi.

**IN WITNESS WHEREOF**, the Parties have executed and dated this Contract after being authorized to do so.

**CITY  
OF JACKSON,  
MISSISSIPPI**

By: \_\_\_\_\_  
Chokwe Lumumba  
Mayor

Attest: \_\_\_\_\_  
Date: \_\_\_\_\_ City Clerk  
Office

By: \_\_\_\_\_

Attest: \_\_\_\_\_  
Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OFFICE OF  
4/11/24  
JLM

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PILEUM CORPORATION FOR PROFESSIONAL IT SERVICES FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY**

**WHEREAS**, the Department of Information Technology recommends to the governing authorities for the city of Jackson to authorize the Mayor to procure a 60-hour block of time from Pileum Corporation to provide IT professional services from beginning upon the execution of the Agreement and shall remain in effect until the completion of the services, unless otherwise terminated; and

**WHEREAS**, the Department of Information Technology solicited two quotes for a 60-hour block of time to provide engineering services that include access to basic, mid-level, and senior engineers in the areas of Forensics, Firewall, Virtualization, and Risk, and Compliance Consulting; and

**WHEREAS**, GET-COMM submitted a quote for a 60-hour block at \$165.00 per hour for a total cost of \$9,900.00; and

**WHEREAS**, Pileum Corporation submitted a quote for a 60-hour block at \$145.00 per hour for a total cost of \$8,700.00.; and

**WHEREAS**, the Department of Information Technology recommends to the governing authority to authorize the Mayor to procure a 60-hour block from Pileum Corporation, with its principal office at 190 East Capitol Street, Suite 175, Jackson, MS 39201, to provide engineering services in the areas of Forensics, Firewall, Virtualization, and Risk, and Compliance Consulting; and

**WHEREAS**, Pileum Corporation is in good standing to do business in Mississippi; and

**WHEREAS**, Pileum Corporation will commence services on the execution of the Agreement and shall remain in effect until the completion of the services, unless otherwise terminated; and

**WHEREAS**, Pileum Corporation's fee schedule is as follows:

Service	Cost Per Hour
Senior Forensics Engineer	\$200
Security, Risk, Compliance Consulting	\$195
Senior Firewall Engineer	\$170
Senior Virtualization Engineer	\$170
Senior Messaging/Email Services Engineer	\$160
Senior Networking Engineer	\$160
Senior Server Engineer	\$145
Forensics Engineer	\$175
Firewall Engineer	\$145
Virtualization Engineer	\$145
Messaging / Email services Engineer	\$145

**Agenda Item # 3**  
**5.28.2024**  
**(Reid, Lumumba)**

Server Engineer	\$130
Networking Engineer	\$130
Desktop Engineer	\$110
Helpdesk	\$90

**WHEREAS**, service should be requested or required during normal business hours from Monday through Friday. Pileum will, at its discretion and with pre-approval from the customer, bill additional charges according to the following schedule:

- Emergency Call – If the customer requires immediate emergency assistance, an emergency service call rate will be applicable at 2.0 times the normal hourly rate; 4-hour minimum on-site, 2-hour minimum remote.
- After hours (Monday-Thursday 5:30 PM – 7:59 AM) 1.5 times normal hourly rate; 4-hour minimum on-site, 2-hour minimum remote.
- Weekends – (Friday 5:31 PM – 11:59 PM; Saturday/Sunday 12 AM – 11:59 PM; Monday 12 AM -7:59 AM) 2.0 times normal hourly rate.
- Holidays- 2.5 times normal hourly rate; 4-hour minimum on-site, 2-hour minimum remote (New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day).

**WHEREAS**, any unused hours of block of time will expire three (3) years from contract execution; and

**WHEREAS**, these services will ensure that the city is safeguarding critical infrastructure, and sensitive data, providing the seamless delivery of essential services; and

**WHEREAS**, Pileum Corporation provided the lowest and best quote for a total cost of 8,700.00 for professional IT services; and

**WHEREAS**, a copy of the proposed Agreement is attached and made a part of the minutes.

**IT IS THEREFORE ORDERED** that the Mayor is authorized to execute an Agreement with Pileum Corporation, to procure a 60-hour block of time for professional IT services beginning upon the execution of the Agreement and shall remain in effect until the completion of the services, unless otherwise terminated.

**IT IS FURTHER ORDERED** that the Mayor be authorized to execute any documents necessary to effectuate this order.





**DEPARTMENT OF INFORMATION TECHNOLOGY**

**MEMORANDUM**

**Date:** March 19, 2024  
**To:** Mayor Chokwe Antar Lumumba  
**From:** Dr. Muriel Reid, Director  
**Subject:** Professional Service Agreement with Pileum Corporation

The Department of Information Technology is recommending that a professional service agreement should be established with Pileum Corporation, a Mississippi-based company. This agreement will provide 60 Blocks of Time for professional services in Engineering, Network, Forensics, Firewall, Virtualization, and Risk/Compliance Services. This block of time will consist of 60 hours quoted at \$8,700.00.

Mjr/asc

004.904.00.6419

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(REID, LUMUMBA)  
DATE 3/19/2024

POINTS		COMMENTS								
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PILEM CORPORATION FOR PROFESSIONAL SERVICES FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY</b>								
2.	<b>Purpose</b>	The purpose of this agreement is to provide 60-Hour, BOT Agreement.								
3.	<b>Who will be affected</b>	All Departments								
4.	<b>Benefits</b>	The benefits are (60-Hour, BOT Agreement) for Professional Services in the areas of Forensics, Firewall, Network, Virtualization and Risk, and Compliance Consulting.								
5.	<b>Schedule (beginning date)</b>	Upon Council Approval								
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	Citywide								
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/>  ■ <b>Consultant</b> <input type="checkbox"/>	Department of Information Technology								
8.	<b>COST</b>	\$8,700.00								
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	Technology Fund Other Professional Services – 004.904.00.6419								
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>

Revised 2-04

OFFICE OF THE CITY ATTORNEY  
4/17/24 J.M.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PILEUM CORPORATION FOR PROFESSIONAL IT SERVICES FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew Martin, City Attorney  
Sondra Moncure, Special Assistant 

  
\_\_\_\_\_  
Date



**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND INTERACTIVE DATA, LLS (Intelligence Software) FOR A SUBSCRIPTION TERM OF THIRTY-SIX (36) MONTHS.**

**WHEREAS** the City of Jackson Police Department uses its General Orders as the rules and regulations to govern its employees and conducts training on said General Orders; and

**WHEREAS** Interactive Data, LLC provides software for law enforcement intelligence led policing. Further, performant identity intelligence platform providing insights into suspects and their interrelationships for investigative purposes; and

**WHEREAS** Interactive Data, LLC will provide this software to the Jackson Police Department for a subscription term of thirty-six (36) months for a sum of **\$14,940.00**; and

**WHEREAS** Interactive Data, LLC is a sole source provider of the idicore online investigative system; and

**WHEREAS** the Jackson Police Department has sufficient funding to pay the said subscription term through a grant specifically written to fund intelligence software solutions beginning June 1, 2024 – May 31, 2027; and

**WHEREAS** pursuant to Mississippi Code Annotated §31-7-13(m)(viii) Exception from bidding requirements. In connection with the purchase of noncompetitive items only available from one (1) source, a certification of the conditions and circumstances requiring the purchase shall be filed by the agency with the Department of Finance and Administration and by the governing authority with the board of the governing authority. Upon receipt of that certification the Department of Finance and Administration or the board of the governing authority, as the case may be, may, in writing, authorize the purchase, which authority shall be noted on the minutes of the body at the next regular meeting thereafter. In those situations, a governing authority is not required to obtain the approval of the Department of Finance and Administration. Following the purchase, the executive head of the state agency, or his designees, shall file with the Department of Finance and Administration, documentation of the purchase, including a description of the commodity purchased, the purchase price thereof and the source from whom it was purchased; and

**WHEREAS**, the City of Jackson Police Department has budgeted for the cost of these services through their grant funds.

**IT IS HEREBY ORDERED** that the City of Jackson is authorized to enter into an agreement and pay IDICORE **\$14,940.00** for a subscription term of thirty-six months.

**APPROVED FOR AGENDA:**

Agenda Date 5.28.2024  
Agenda Item # 4  
By: **WADE, LUMUMBA**

POINTS		COMMENTS	
1.	<b>Brief Description/Purpose</b>	TO AUTHORIZE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND INTERACTIVE DATA, LLC	
2.	<b>Public Policy Initiative</b> 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.	<b>Who will be affected</b>	JACKSON POLICE DEPARTMENT	
4.	<b>Benefits</b>	PROVIDE INTELLIGENCE LED POLICING SOFTWARE FOR THE JACKSON POLICE DEPARTMENT	
5.	<b>Schedule (beginning date)</b>	UPON COUNCIL APPROVAL	
6.	<b>Location:</b> ■ <b>WARD</b> ■ <b>CITYWIDE (yes or no) (area)</b> <input type="checkbox"/> ■ <b>Project limits if applicable</b>	ALL WARDS  CITYWIDE  N/A	
7.	<b>Action implemented by:</b> ■ <b>City Department</b> ■ <b>Consultant</b>	JACKSON POLICE DEPARTMENT  CITY LEGAL	
8.	<b>COST</b>	\$14,940.00	
9.	<b>Source of Funding</b> ■ <b>General Fund</b> ■ <b>Grant X</b> ■ <b>Bond</b> ■ <b>Other</b>	Fund 473.442.66.6231	
10.	<b>EBO participation</b>	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 ___	



05/07/2024

Eric Fox  
Intelligence Bureau  
Jackson Police Department  
327 E. Pascagoula St.  
Jackson, Mississippi 39205

Dear Eric Fox,

Interactive Data, LLC ("IDI") is the sole source provider of the **IdiCORE™** online investigative system ("IdiCORE"), which was developed by IDI. **IdiCORE** is one of its kind, in that, among other things, it is powered by IDI's proprietary, next-generation technology platform, unique and proprietary data fusion algorithms, and massive data repository consisting of not only public record and publicly available data but, importantly, unique and proprietary data assets generated solely by IDI for inclusion in **IdiCORE**. IDI built **IdiCORE** upon a cloud-based infrastructure, which is also unique to the industry and enables faster data processing and analytics.

IDI owns the exclusive distribution and marketing rights to **IdiCORE**. **IdiCORE** is sold only as a direct transaction between IDI and its end-user customers.

Sincerely,

James Reilly  
President  
Interactive Data, LLC

Interactive Data, LLC  
2650 North Military Trail • Suite 300 • Boca Raton • Florida 33431  
p: 561.757.4000 • f: 561.336.0025



Chief of Police  
Joseph Wade

JACKSON POLICE DEPARTMENT  
Intelligence Bureau

Assistant Chief of Police  
Wendall Watts

## Memorandum

---

**To: Chokwe Lumumba, Mayor**

**From: Joseph Wade, Chief of Police**

**Date: 05/02/2024**

**Re: Intelligence Led Policing Software Purchase (Interactive Data, LLC)**

---

Investing in the intelligence software from Interactive DATA, LLC represents a strategic move towards modernizing our policing efforts and strengthening our ability to protect and serve the citizens of Jackson and those whom visit our Captial on a daily basis. We believe that this investment will yield significant returns in terms of crime reduction, resource optimization, and overall public safety.

I am requesting your approval of the purchase of this software and to enter a 36 month term agreement beginning June 1, 2024 and ending May 31, 2027. All funds for this software have been secured through a federal grant for intelligence led policing. The grant funds the entire amount of the purchase, there are no funds needed up front or for reimbursement.





Chief of Police  
Joseph Wade

JACKSON POLICE DEPARTMENT  
Intelligence Bureau

Assistant Chief of Police  
Wendall Watts

## Memorandum

---

To: Joseph Wade, Chief of Police *Joseph Wade*

Via: Wendall Watts, Assistant Chief of Police *5-9-24*

From: Eric Fox, Corporal *Eric Fox*

Date: 05/02/2024

Re: Intelligence Led Policing Software Purchase (Interactive Data, LLC)

In today's rapidly evolving landscape of law enforcement, leveraging advanced technologies has become imperative to stay ahead of emerging threats and effectively manage resources. Intelligence-led policing has proven to be an effective strategy in combating crime and ensuring public safety.

We propose to purchase the intelligence software offered by Interactive DATA, LLC to bolster our capabilities in gathering, analyzing, and disseminating actionable intelligence. This software is renowned for its user-friendly interface, robust analytical tools, and comprehensive data integration capabilities, making it an ideal solution for our needs. We have secured a grant specifically written for intelligence led policing and this genre of software. The grant funds the entire amount of the purchase, there are no funds needed up front or for reimbursement. The term agreement will be for 36 months beginning June 1, 2024 and expiring on May 31, 2027 for a total amount of \$14,940.00 to be paid in full.



a red violet company

# Law Enforcement - PRICE QUOTATION

## Interactive Data, LLC

2650 N MILITARY TRAIL | SUITE 300 | BOCA RATON, FL 33431  
PHONE (561) 757-4000 | FAX (561) 757-4559  
WWW.IDIDATA.COM

**TO:** Jackson Police Department

**FROM:** Luis Garcia-Blanquez  
IDI  
2650 N. Military Trail, Suite 300  
Boca Raton, FL 33431

**EMAIL:** [efox@city.jackson.ms.us](mailto:efox@city.jackson.ms.us)

**EMAIL:** [lbgarcia-blauquez@ididata.com](mailto:lbgarcia-blauquez@ididata.com)

**PHONE:** 601-278-0885

**PHONE:** 561-757-4028

**TERMS:** Term: June 1, 2024 – May 31, 2027

**QUOTE NO:** 10249

FTIN: 58-2655867  
Remit To: PO Box 744971  
Atlanta, GA 30384-4971  
Payment Terms: Net 30  
Cage Code: 97N08  
DUNS No: 079835293  
NAICS Code: 518210  
Business Size: Small Business  
Sales Tax May Apply

**QUOTE DATE:** 05/02/2024  
**QUOTE EXPIRES:** 05/31/2024  
**TOTAL PRICE:** \$14,940.00  
**TOTAL QUOTE:** \$14,940.00

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	IDICFR	idICORE (Identity Intelligence Portal Access) 3 seats at \$100/seat per month	\$300.00	38	\$10,800.00
2	IDICSM	idICORE (Identity Intelligence Portal Access) 115 social media searches per month	\$115.00	38	\$4,140.00
<b>SUBTOTAL:</b>					<b>\$14,940.00</b>
<b>TOTAL PRICE:</b>					<b>\$14,940.00</b>
<b>TOTAL QUOTE:</b>					<b>\$14,940.00</b>

**Contract Terms:**

- Excluded searches and/or reports:
  - Social Media Search
  - Arrest Search
  - Arrest Watchlist

-Subscriber agrees to pay for MPS for each seat. If the subscriber adds seats during a billing period, ID will prorate associated charges. Reduction in the number of seats will be effective the first day of the next billing period.

-A "seat" is defined as a single subscriber employee with unique login credentials to idICORE. Individual seats may not be shared amongst subscribers employees.

-Subscriber will not access ID services or information in any manner using any technique, tool, or process of automation (auto-outsted searching). Subscriber understands and agrees that in addition to the MPS, and transaction occurring by automated searching will be charged on a transactional basis at current list pricing.

-Excluded searches and reports are charged at current list pricing.

Signature: 

Date: 5/2/24

## ID APPLICATION AND SUBSCRIBER AGREEMENT

This Subscriber Agreement ("Agreement") is entered into on the date indicated below, by and between Interactive Data, LLC ("ID") and Jackson Police Department ("Subscriber"). The Agreement is effective on the date of approval of the Application by ID.

- License.** ID grants Subscriber a non-exclusive, nontransferable, revocable license to obtain and use various information products and services provided by ID ("Services") for Subscriber's internal use subject to the terms and conditions of this Agreement.
- Compliance with Laws.** Subscriber shall comply with all laws and regulations that govern the use of the Services and information provided therein. Subscriber understands that the Services contain sensitive information governed by certain state and federal laws, including the Gramm-Leach-Bliley Act (15 U.S.C. § 6801-6809) ("GLBA") and The Driver's Privacy Protection Act (18 U.S.C. § 2721-2725) ("DPPA"), all of which the Subscriber certifies to comply. If Subscriber desires to access Services governed by the GLBA, Subscriber certifies that it will request, access and use such Services solely for the specific use(s) listed below and enumerated in Section 6802(e) of the GLBA, as interpreted by competent regulatory, legislative and judicial authority.
  - As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer;
  - To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
  - For required institutional risk control, or for resolving consumer disputes or inquiries;
  - For use solely in conjunction with a legal or beneficial interest held by Subscriber and relating to the consumer;
  - For use solely in Subscriber's fiduciary or representative capacity on behalf of, and with the implied or express consent of, the consumer;
  - To the extent specifically permitted or required under laws other than the GLBA, and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies, to self-regulatory organizations, or for an investigation on a matter related to public safety; or,
  - To comply with federal, state, or local laws, rules, and other applicable legal requirements.If Subscriber desires to access Services governed by the DPPA, Subscriber certifies that it will request, access and use such Services solely for one of the DPPA permissible use(s) listed below:
  - Use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out that agency's functions.
  - Use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and, if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
  - Use in connection with any civil, criminal, administrative, or arbitral proceeding, in any federal, state, or local court or agency, or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
  - Use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities or antifraud activities.
  - Use by any licensed private investigative agency or licensed security service for any purpose described above.ID is not a "consumer reporting agency," and its Services do not constitute "consumer reports," as these terms are defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") or similar state statutes. Accordingly, Subscriber represents and warrants that the Services will not be used, in whole or in part, as a factor in determining an individual's eligibility for credit, insurance, employment, or for any other eligibility purpose permitted by the FCRA.
- No Warranties.** ID makes no warranties of any kind, express or implied, as to the Services, including, without limitation, those as to accuracy, currentness, completeness, timeliness, or quality, warranties of merchantability and fitness for a particular purpose, and those warranties that might be implied from a course of dealing, course of performance or trade usage. The Services are provided "AS IS".
- Termination.** Except as otherwise provided by mutual written agreement of the parties, either party may terminate this Agreement at any time.
- Indemnification; Limitation of Liability.** Subscriber agrees to indemnify, defend, and hold harmless ID, and its parents, subsidiaries, affiliates and representatives, from and against any and all claims, damages, and liabilities relating to Subscriber's use of the Services or any breach of this Agreement by Subscriber. In no event shall ID's liability for direct damages exceed the fees paid by Subscriber for the three (3) month period preceding the claim. ID shall not be liable for any other costs, expenses or damages, including indirect, consequential, or punitive damages.
- Fees.** Subscriber agrees to pay all applicable fees and charges for Services, including any applicable governmental taxes, duties or other charges. If Subscriber enters into a term agreement (including by execution of a subsequent amendment to this Agreement), and Subscriber breaches the Agreement, including, without limitation, failure to make payment, then all fees and charges applicable to the remainder of the term of the Agreement shall be deemed earned and immediately due and payable from Subscriber. Notwithstanding, Subscriber shall have no obligation to pay for Services accessed during any applicable free trial period.
- Account Administrator.** Subscriber agrees to designate an appropriate account administrator to ensure compliance with this Agreement by all employees granted access by Subscriber. The account administrator will: (i) restrict access to the Services to only those employees who have a need as part of their official duties; (ii) monitor employees' use of the Services; (iii) maintain and enforce policies governing appropriate use of the Services; (iv) record the identities of all current employees with access to the Services and all former employees who have previously accessed the Services; (v) ensure that each employee uses only his/her assigned username and password to access the Services; and (vi) immediately terminate employee access when the employee is no longer employed by the Subscriber, no longer has a need to access the Services to perform the employee's official duties, or when the employee is suspected of improper access to or use of the Services. If Subscriber suspects or becomes aware of unauthorized access to the Services, Subscriber will immediately notify ID at [incident@id-info.com](mailto:incident@id-info.com).
- Audit.** In order to ensure compliance with this Agreement and applicable laws, rules and regulations, including the GLBA and DPPA, ID may conduct periodic reviews of Subscriber's use of the Services and may, upon reasonable notice, audit Subscriber's records, policies and procedures relating to Subscriber's account. Subscriber will provide reasonable cooperation and all documentation reasonably requested by ID.
- Entire Agreement.** This Agreement, the Application, the Terms and Conditions located at <http://ididata.com/termsandconditions.pdf>, and any executed Rider are all incorporated by reference and constitute the entire agreement between Subscriber and ID regarding the Services.

I certify that I have read and agree to this Agreement, the Application, and the Terms and Conditions, that I am authorized to execute this Agreement on behalf of Subscriber, and that all information that I have provided is true and correct. All of the foregoing is accepted and agreed to by:

[Subscriber's Signature & Subscriber's Witness's Signature on following page]

# Jackson Police Department

Company Name ("Subscriber") \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date *Mayor*

Type or Print Name of Authorized Signer \_\_\_\_\_

Title

Witnessed by:  
*(Note: Witness can be anyone employed by the Subscriber.)*

Signature of Witness \_\_\_\_\_

Type or Print Name & Title of Witness \_\_\_\_\_

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND WHOOSTER (Computer Software) FOR A SUBSCRIPTION TERM OF THIRTY-SIX (36) MONTHS.**

**WHEREAS** the City of Jackson Police Department uses its General Orders as the rules and regulations to govern its employees and conducts training on said General Orders; and

**WHEREAS** Whooster provides software for law enforcement intelligence led policing. Further, performant identity intelligence platform providing insights into people, businesses, assets, and their interrelationships for investigative purposes; and

**WHEREAS** Whooster will provide this software to the Jackson Police Department for a subscription term of thirty-six (36) months for a sum of \$18, 950.00 which ends thirty-eight (38) months from the purchase date; and

**WHEREAS** Whooster, a product of Whooster, Inc. is a sole source provider of the Whooster Investigative database; and

**WHEREAS**, the Jackson Police Department has sufficient funding to pay the said subscription term through a grant specifically written to fund intelligence software solutions; and

**WHEREAS**, pursuant to Mississippi Code Annotated §31-7-13(m)(viii) Exception from bidding requirements. In connection with the purchase of noncompetitive items only available from one (1) source, a certification of the conditions and circumstances requiring the purchase shall be filed by the agency with the Department of Finance and Administration and by the governing authority with the board of the governing authority. Upon receipt of that certification the Department of Finance and Administration or the board of the governing authority, as the case may be, may, in writing, authorize the purchase, which authority shall be noted on the minutes of the body at the next regular meeting thereafter. In those situations, a governing authority is not required to obtain the approval of the Department of Finance and Administration. Following the purchase, the executive head of the state agency, or his designees, shall file with the Department of Finance and Administration, documentation of the purchase, including a description of the commodity purchased, the purchase price thereof and the source from whom it was purchased; and

**WHEREAS**, the City of Jackson Police Department has budgeted for the cost of these services through their grant funds.

**IT IS HEREBY ORDERED** that the City of Jackson is authorized to enter into an agreement and pay Whooster \$18, 950.00 for a subscription term of thirty-six months beginning on the purchase date.

**APPROVED FOR AGENDA:**

Agenda Date 5.28.2024  
Agenda Item # 5  
By: WADE, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 6, 2024

DATE

POINTS		COMENTS	
1.	<b>Brief Description/Purpose</b>	TO AUTHORIZE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND WHOOSTER FOR POLICE INTELLIGENCE SOFTWARE	
2.	<b>Public Policy Initiative</b> 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.	<b>Who will be affected</b>	JACKSON POLICE DEPARTMENT	
4.	<b>Benefits</b>	STREAMLINES POLICE INVESTIGATIONS	
5.	<b>Schedule (beginning date)</b>	UPON COUNCIL APPROVAL	
6.	<b>Location:</b> ■ <b>WARD</b> ■ <b>CITYWIDE (yes or no) (area)</b> <input type="checkbox"/> ■ <b>Project limits if applicable</b>	ALL WARDS CITYWIDE N/A	
7.	<b>Action implemented by:</b> ■ <b>City Department</b> ■ <b>Consultant</b>	JACKSON POLICE DEPARTMENT CITY LEGAL	
8.	<b>COST</b>	\$18,950.00	
9.	<b>Source of Funding</b> ■ <b>General Fund</b> ■ <b>Grant X</b> ■ <b>Bond</b> ■ <b>Other</b>	Fund 473.442.66.6231	
10.	<b>EBO participation</b>	ABE _____% AABE _____% WBE _____% HBE _____% NABE _____%	WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___



Assistant Chief of Police  
Vincent Grizzell

**JACKSON POLICE DEPARTMENT**  
Chief of Police, Joseph Wade

Assistant Chief of Police  
Wendell Watts

### Internal Procurement Request

*The request must be submitted to the Chief of Police within 5 days of creation via the chain of command.*

**Date:** 4/25/24

**From:** Eric Fox, Corporal

**Subject:** Whooster Software

**What do you need to purchase? How much do you need to purchase? Why do you need to purchase these goods or services? This section is mandatory. Limit to 3-5 sentences maximum.**

Requesting approval for the purchase of the WHOOSTER software following the conclusion of our trial period. The trial period has demonstrated the significant value that WHOOSTER brings to our investigative capabilities, particularly in solving major crimes. During the trial period, WHOOSTER has proven to be an invaluable tool in several key ways.

<b>Total Amount of Procurement (\$)**:</b>	4,950.00
<i>3 rows below to be completed by Fiscal Officer</i>	
<b>Amount Available in Budget (\$):</b>	
<b>Account #:</b>	47344266-6231
<b>Budget Transfer Required?</b>	No

**Add additional comments below (i.e., Why is a budget transfer request required? Where is the money going to come from?) This section is mandatory. Limit to 3-5 sentences maximum.**

This software is funded by a grant specifically written for intelligence led policing. (CGIC Grant)

#### Approvals:

Position/Rank	Printed Name	Signature	Approved? (Yes/No)	Date
1. Supervisor 1			Select Field	
2. Supervisor 2 (if applicable)			Select Field	
3. Captain			Select Field	
4. Fiscal Officer	Cleopatra Norris	Cleopatra Norris	Yes	5/9/24
5. Deputy Chief			Select Field	
6. Assistant Chief	Wendell Watts	Wendell Watts	Yes	4/25/24
7. Chief	JOSEPH WADE	Joseph Wade	Yes	5/9/24

**\*\*Any purchases >\$75,000 REQUIRES a formal bidding process.**



Chief of Police  
Joseph Wade

**JACKSON POLICE DEPARTMENT**  
Intelligence Bureau

Assistant Chief of Police  
Wendall Watts

## Memorandum

---

To: Joseph Wade, Chief of Police

*Joseph Wade*

Via: Wendall Watts, Assistant Chief of Police

*6/5/24*

From: Eric Fox, Corporal

*[Signature]*

Date: 05/02/2024

**Re: Intelligence Led Policing Software Purchase (WHOOSTER)**

---

After careful evaluation, I am pleased to report that our experience with the software has been overwhelmingly positive.

WHOOSTER has demonstrated its value in streamlining criminal cases and enhancing our ability to solve them effectively. Its capabilities align seamlessly with the principles of intelligence-led policing, allowing us to leverage data and insights to make informed decisions and allocate resources efficiently.

Throughout the trial period, WHOOSTER has proven to be a valuable asset to our investigative efforts. Based on our assessment, I am confident that integrating WHOOSTER into our operations will significantly enhance our capacity to combat crime and uphold public safety. I am requesting moving forward with the adoption of WHOOSTER as an integral component of our intelligence-led policing strategy. The grant funds the entire amount of the purchase, there are no funds needed up front or for reimbursement.





Chief of Police  
Joseph Wade

**JACKSON POLICE DEPARTMENT**  
Intelligence Bureau

Assistant Chief of Police  
Wendall Watts

## Memorandum

---

**To: Chokwe Lamumba, Mayor**

**From: Joseph Wade, Chief of Police**

**Date: 05/02/2024**

**Re: Intelligence Led Policing Software Purchase (Whooster)**

---

The acquisition of WHOOSTER Software aligns with our strategic objectives of enhancing intelligence capabilities, improving threat assessment processes, and optimizing operational efficiency within the Intelligence Bureau. Entering a (36) months term agreement will bring consistent operational functions and allow us to strategically plan for future planning to secure funding at the time of expiration. We believe that this investment will yield significant benefits in bolstering citywide security and protecting our citizens. We have been awarded a grant that is specific in the purchasing of software that allows our intelligence bureau staff to use intelligence led software. The grant funds the entire amount of the purchase, there are no funds needed up front or for reimbursement. Total amount of the agreement over a (36) month term is \$18,950.00

ACCOUNT # 473.442.66.6231

January 2, 2024

To whom it may concern,

This Sole Source Letter confirms that Whooster™, a product of Whooster, Inc. (hereinafter referred to as "Whooster") investigative databases, is hereby classified as a Sole Source Product. The database and delivery system are compiled, sold and distributed exclusively by Whooster.

Whooster maintains all copyright privileges for their products and these products must be purchased directly from the company.

Whooster software and algorithms uniquely sort, match and link multiple open-source databases to deliver the most comprehensive results available. Whooster supports a variety of data delivery platforms; including Web, API, and SMS/MMS, Bulk Data Delivery. Whooster leverages the SMS/MMS (Text Messaging) network as a User Interface.

The Whooster User Interface platforms provide unique data features including...

- Identification of Local Routing Numbers (LRN's).
- Phone Number query which provides additional Telco Names historically associated with a number.
- Current Telco Data appends in Real-Time to Historical Identity Information.
- API access to multiple law enforcement and government specific investigative applications. This includes multiple third-party applications which are integrated with the Whooster platform. For an updated and complete list of these integrated third-party applications please contact Whooster directly.
- International Data Sets - For an updated and complete list of these databases please contact Whooster directly.

Whooster's Owl Technology allows for:

- Customer Administration of users, datasets, access rights and usage.
- SaaS Solution - Integration of Customer/Agencies proprietary databases directly into Whooster's User Interfaces with linking and matching to Whooster datasets completely siloed for customers access.

Whooster warrants that no other products are available for purchase that would serve the same purpose or function.

If you require any additional information please contact Robert Dugan, Vice President of Data Solutions, at 512-419-4204 or by email at [rdugan@whooster.com](mailto:rdugan@whooster.com).

Sincerely,



Richard Spradley  
Chief Executive Officer  
Whooster, Inc.

📍 112 Cimarron Park Loop | Suite C | Buda, Texas 78610

☎ Main: 512-419-4200    ✉ [solutions@whooster.com](mailto:solutions@whooster.com)

POWERED BY  
 **OWL**



## Jackson Police Department

Account Number: 4327

### Jackson Police Department

PO Box 1687  
Jackson, MS 83001  
US

### Whooster, Inc.

155 Cimarron Park Loop  
Suite A  
Buda, Texas 78610  
United States

Quote Number: 20240426-132837385

Prepared by: Robert Dugan

*Robert Dugan*

May 1, 2024

Quote created: May 1, 2024

Quote expires: July 8, 2024

Senior Vice President of Data Solutions

rdugan@whooster.com

5124194204

PRODUCT DETAILS	QUANTITY	SUBTOTAL
Whooster Access for three users for three years	3	\$18,950
<b>SUMMARY</b>		
One-time subtotal		\$18,950.00

### Comments

This Quote is for Three Years of Whooster Service for Three Users.

### Terms & Conditions

Upon acceptance by authorized representative of Customer - Agency listed above this invoice shall become a part of and governed by the Account Application - Whooster Terms and Conditions of Service. Search Credits are valid for 38 months from purchase date. Any unused credits will expire.



Whooster Account Application

CUSTOMER INFORMATION SECTION

ORGANIZATION INFORMATION

Organization Name: Jackson Police Department		
Physical Location Address: 327 E Pascagoula ST		
City: Jackson	State: MS	Zip Code:
Main Phone Number: 601-960-2463		

BILLING ADDRESS

Billing Address: 327 E Pascagoula ST		Attention: Intelligence Bureau / FISCAL
City: Jackson	State: MS	Zip Code: 39213

ADMINISTRATOR / PRIMARY CONTACT

Name: Eric Fox	Title: Corporal
Phone #: 601-278-0886	Email: efox@city.jackson.ms.us
Billing Contact Same as Administrator: <input checked="" type="checkbox"/>	

BILLING CONTACT

Name:	Title:
Phone #:	Email:

If multiple Administrators please add

Name: Wendall Watts	Title: Asst Chief	Phone #: 601-960-1370	Email:
Name:	Title:	Phone #:	Email:
Name:	Title:	Phone #:	Email:

If multiple Billing Contacts please add

Name: FISCAL AFFAIRS	Title:	Phone #: 601-960-0998	Email:
Name:	Title:	Phone #:	Email:
Name:	Title:	Phone #:	Email:

USE OF DATA

Please describe in a few sentences how this data will be used in the normal course of business.

Intelligence led policing and to support the investigative services bureau of the Jackson Police DEPT



512-419-4200
clientservices@whooster.com
www.whooster.com

Customer acknowledges that the information available through the Whooster Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure.

Whooster is not a consumer reporting agency and the Whooster services are not provided by "consumer reporting agencies," as the term is defined in the Fair Credit Reporting Act (15 U.S.C § 1681, et seq.) ("FCRA") and do not constitute "consumer reports," as that term is defined in the FCRA. The Whooster service may not be used in whole or in part as factor in determining eligibility for credit, insurance, employment or for any other purpose under FCRA.

Some of the information contained in the Whooster Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act (15 U.S.C. § 6801, et seq.) and related state laws, (collectively, the "GLBA"), and is regulated by the GLBA ("GLBA Data"). Customer shall not obtain and/or use GLBA Data through the Whooster Services, in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules.

Some of the information contained in the Whooster Services is "personal information," as defined in the Drivers Privacy Protection Act (18 U.S.C. § 2721, et seq.) and related state laws, (collectively, the "DPPA"), and is regulated by the DPPA ("DPPA Data"). Customer shall not obtain and/or use DPPA Data through the Whooster Services in any manner that would violate the DPPA.

Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements, and Whooster's obligations under its contracts with its data providers and Whooster's internal policies, Whooster may conduct periodic reviews of Customer's use of the Whooster Services and may, upon reasonable notice, audit Customer's records, processes and procedures related to Customer's use, storage and disposal of Whooster Services and information received therefrom. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required.

Whooster will use commercially reasonable efforts to deliver the Whooster Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the Whooster Services; provided, however, that Customer accepts all information "AS IS."

Customer shall not use the data for any of the following purposes:

- For purposes that may cause physical or emotional harm to the subject of the report (e.g. stalking, harassing, etc.)
- In conjunction with developing a news story
- To locate lost loves, friends, family members or for personal reasons
- To search for individuals involved in an adoption (children, parents, siblings, etc.)
- To locate personal information on celebrities, government officials, other VIPs, etc.
- In connection with credit repair services
- To assist in the determination of whether or not to file a personal lawsuit or judgment against the subject of the data
- To access individual reference data on one's self or out of personal curiosity
- For purposes that are not within the commercial business user's normal course of business (e.g. A collection agency may NOT use the data to locate a witness to a crime)
- For marketing purposes or for any other purpose not expressly permitted in this Agreement

#### AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this Whooster Account Application on behalf of Customer listed above and that the statements I have provided in this application are true and correct. Further I hereby certify that I have received, and that Customer agrees to the Whooster Terms and Conditions of Service.

#### CUSTOMER

BY: \_\_\_\_\_ TITLE: Mayor

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## GLBA PERMISSIBLE USE CERTIFICATION

GLBA Permissible Uses (Check all that apply. At least one must be checked to be permitted access to GLBA data.) Some Whooster Services use and/or display nonpublic personal information, the use of which is governed by the privacy provisions of the Gramm-Leach Bliley Act (15 U.S.C. § 6801 et seq.) and its implementing regulations (collectively "GLBA"). Customer certifies it has a permissible use under the GLBA to use and/or obtain such information and Customer further certifies it will only use such information obtained from Whooster Services for one or more of the purposes selected below:

<input type="checkbox"/>	No Permissible Use
<input type="checkbox"/>	Transactions Authorized by Consumer (Application Verification Only): As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in application.
<input type="checkbox"/>	Transactions Authorized by Consumer: As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
<input type="checkbox"/>	Legal Compliance: In complying with federal, state, or local laws, rules, and other applicable legal requirement.
<input type="checkbox"/>	Persons Holding a Legal or Beneficial Interest Relating to the Consumer: Use by persons holding a legal or beneficial interest relating to the consumer.
<input type="checkbox"/>	Persons acting in a Fiduciary Capacity on Behalf of the Consumer: Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
<input type="checkbox"/>	Fraud Prevention or Detection: To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.
<input type="checkbox"/>	Required Institutional Risk Control: In required institutional risk control, or for resolving customer disputes or inquiries.
<input checked="" type="checkbox"/>	Law Enforcement Purposes: To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies self-regulatory organizations, or for an investigation on a matter related to public safety.

***Customer agrees and certifies it will only use the information described in this Permissible Use Certification in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.***

Signature

Name and Title **Joseph Wade, Chief of Police**

Date

## DPPA PERMISSIBLE USE CERTIFICATION

DPPA Permissible Uses (Check all that apply. At least one must be checked to be permitted access to DPPA data.)  
 Some Whooster Services use and/or display personal information, the use of which is governed by the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and related state laws (collectively "DPPA"). Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will only use such information obtained from Whooster Services for one or more of the purposes selected below

<input type="checkbox"/>	No Permissible Use
<input type="checkbox"/>	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— (A) to verify the accuracy of personal information submitted by the individual to the business or its agencies, employees, or contractors; and (B) if such information as so submitted is not correct or is no longer correct, to obtain correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against the individual.
<input checked="" type="checkbox"/>	For use by any government agency, including court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State or local agency in carrying out its functions.
<input type="checkbox"/>	For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State or local court.
<input type="checkbox"/>	For use by any insurer or insurance support organization, or by self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.
<input type="checkbox"/>	For use in providing notice to the owners of towed or impounded vehicles.
<input type="checkbox"/>	For use in connection with the operation of private toll transportation facilities.
<input type="checkbox"/>	For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection
<input type="checkbox"/>	For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under the Commercial Motor Vehicle Safety Act of 1986 (49 U.S.C. App. 2710 et seq.).
<input type="checkbox"/>	

***Customer agrees and certifies it will only use the information described in this Permissible Use Certification in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.***

Signature

Name and Title **Joseph Wade, Chief of Police**

Date

## Whooster Terms and Conditions of Service

Whooster, Inc. ("Whooster"), provides search services across public and private datasets (the "Whooster Services") to users with legally-permitted purposes upon successful completion of Whooster's account application process ("Customers"). Whooster deploys the Whooster Services remotely through the cloud and makes it accessible online, via web-based interfaces such as https, VPN or API and through the text messaging platform. Words and phrases used in these Terms of and Conditions of Service (the "Terms"), other than those capitalized only for grammatical purposes, have, in both their singular and plural forms, the meanings given to them in the Section in which they first appear. The English language version of these Terms is the controlling version regardless of any translation. Except as otherwise provided herein, these Terms together with Customer's Account Application ("Account Application") and any applicable Purchase Order(s) ("Purchase Orders") constitute the final written agreement and understanding of the parties (the "Agreement") which shall supersede all other representations, agreements, and understandings, whether oral or written, which relate to the use of the Whooster Services and all matters within the scope of this Agreement.

**1. GRANT OF LICENSE, RESTRICTIONS AND CONDITIONS.** Whooster hereby grants to Customer a restricted license to use the Whooster Services and any data contained therein (the "Use Rights"), solely for Customer's own internal, non-personal, legitimate business purposes and further subject to the restrictions and limitations set forth below.

**1.1 General Restrictions.** Whooster may, from time to time, impose restrictions on the use of the Whooster Services as a result of changes in the law, limitations placed on Whooster from third parties or otherwise, which may limit User's access to some or all of the data. The Use Rights are subject to these Terms which establish the only acceptable use of the Whooster Services. Customer is expressly prohibited from doing any of the following to the Whooster Services, or using them for purposes of, or in connection with: (a) reverse engineering, making machine code human readable or creating derivative works or improvements; (b) copying them; (c) marketing, soliciting, or otherwise commercially exploiting or providing them to third parties other than Users (whether by sublicense, sale or other means); (d) introducing malicious code; (e) interfering with their security or operation; (f) framing or mirroring them outside of your own intranets; (g) creating, benchmarking or gathering competitive intelligence; or (h) removing, modifying or obscuring proprietary rights notices; (i) defaming or harassing; (j); infringing another's intellectual property rights "IPR" including by removing or obscuring any trademarks, copyright notices or other notices contained on materials accessed through the Whooster Services, or failing to obtain permission to upload/display works of authorship; (k) intercepting or expropriating data; (l) spamming, spoofing or otherwise misrepresenting transmission sources; (m) using any manual or automated software, devices, or other automated processes (including but not limited to spiders, robots, scrapers, crawlers, data mining tools, or the like) to "scrape" or download data from any web pages contained in the Whooster Services; and/or (n) employing them in hazardous or high risk environments. Further, Customer must comply with all laws, regulations, and rules applicable to Customer's use of the Whooster Services including U.S. export control laws such as export to embargoed, prohibited or restricted countries or access by prohibited, denied and specially designated persons. User Login information may not be shared. Customer accounts will be locked without warning when Whooster has cause to believe that login information has been shared, enabling more than one individual to make concurrent use of the account. Whooster may at any time mask or cease to provide Customer access to any Whooster Services or portions thereof which Whooster may deem, in Whooster's sole discretion, to be sensitive or restricted information.

**1.2 Data-Specific Restrictions.** The Whooster Services may provide access to certain types of data and/or databases that are subject to further restrictions which are set forth in greater detail below in the [Data-Specific Restrictions table](#), which is incorporated herein by reference.

**1.3 Violations.** Customer agrees that if Whooster determines or reasonably suspects that Customer violates any provision of these Terms, including the Use Rights, or any laws, regulations, or rules applicable to Customer's use of the Whooster Services, Whooster may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the Whooster Services. Customer shall not access the Whooster Services from Internet Protocol addresses located outside of the United States and its territories without Whooster's prior written approval.

**1.4 Evaluation.** We may permit you to use the Whooster Services on a trial basis ("Trial Rights"). We also may permit you to act as "beta-tester" to evaluate and provide feedback on new Whooster Services that are not commercial use-ready ("Beta Rights"). The applicable Purchase Order will identify any Trial Rights or Beta Rights and, unless stated otherwise: (a) they are granted for 30 days for non-production or non-commercial use for the sole purpose of your own internal evaluation the results of which are our Confidential Information (defined below); (b) the applicable Whooster Services may have limited features and functions, may not be compatible with other systems and are not subject to any warranties or Support; and (c) Beta Rights are not covered by our data security procedures or by our indemnity obligations and are exercised at your own risk. If we do not charge you for Trial Rights or Beta Rights, our liability is limited to direct damages in the amount of U.S. \$100.00.

**1.5 Export Control Compliance.** Each Party shall comply with all applicable export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), and the Office of Foreign Assets Control (OFAC), including obtaining any licenses or permits thereunder and any other applicable government directives related to export control. Neither Party shall transfer any export-controlled information (e.g. technical data) in violation of any U.S. export control law or regulation, including by making any exports or re-exports of any export-controlled information to the U.S. embargoed countries or to other restricted destinations or parties that may be added to the restricted export list by the U.S. Government. Any Party requesting U.S. Government authorization to export export-controlled information provided by the other Party under this Agreement must first obtain the Disclosing Party's written consent. Written consent by the Disclosing Party, however, shall not relieve the other Party of its obligations to comply with U.S. Export Regulations.

**2. PERFORMANCE.** Whooster will use commercially reasonable efforts to deliver the Whooster Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the Whooster Services; provided, however, that Customer accepts all information "AS IS." Customer acknowledges and agrees that Whooster obtains its data from third-party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on Whooster for the accuracy or completeness of information supplied through the Whooster Services. Without limiting the foregoing, the criminal record data that may be provided as part of the Whooster Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain Whooster Services which may be otherwise available. Whooster reserves the right to add materials and features to, and to discontinue offering any of the materials and features that



are currently a part of the Whooster Services. In the event that Whooster discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, Whooster may, at Whooster's sole discretion, issue a prorated credit to Customer's account.

**2.1 Customer Changes/Credit Report.** Customer shall notify Whooster immediately of any changes to the information on Customer's application for the Whooster Services, and, if at any time Customer no longer meets such qualifications, Whooster may terminate these Terms. Customer is required to promptly notify Whooster of a change in ownership of Customer's company, any change in the name of Customer's company, and/or any change in the physical address of Customer's company. Furthermore, Customer acknowledges and agrees that, as part of the credentialing process, Customer's credit report(s) may be requested by Whooster in accordance with Federal Fair Credit Reporting Act from one (1) or more consumer reporting agencies. Upon Customer's request, Customer will be informed of whether any credit report was requested, and the name and address of the credit reporting agency that furnished the report to Whooster.

**3. CHANGE IN TERMS AND CONDITIONS.** By receipt of the Whooster Services, Customer agrees to, and shall comply with, changes to the Use Rights granted Customer in Section 1 herein, changes in pricing, and changes to other provisions of these Terms as Whooster shall make from time to time by notice to Customer via e-mail, online "click wrap" amendments, facsimile, mail, invoice announcements, or other written notification. All e-mail notifications shall be sent to the individual named in the Administrator – Primary Contact section of the Account Application, unless stated otherwise in these Terms. Whooster may, at any time, impose restrictions and/or prohibitions on the Customer's use of the Whooster Services or certain data. Customer understands that such restrictions or changes in access may be the result of a modification in Whooster policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by Whooster of such restrictions, Customer agrees to comply with such restrictions.

**4. PRICING SCHEDULE AND PREPAID FUNDS.** Customer agrees to pay Whooster for the Whooster Services under these Terms in accordance with the prices as may be posted in the user profile when the Customer logs in to use the Whooster Service. Prices may be updated from time to time through online announcements, customer bulletins and published pricing lists. Whooster is not responsible for ensuring delivery of such updates, changes, additions, or deletions to any of its pricing policies or plans that may occur from time to time and it is Customer's responsibility to check the Whooster website for updates. All current and future pricing documents are deemed incorporated herein by reference. Customer hereby understands and acknowledges, notwithstanding anything to the contrary under these Terms, that after six (6) months of inactivity on their account all prepaid funds will be forfeited. For those customers depositing funds for a subscription that has a Purchase Order with an end date or a subscription period end date, any funds still available will be forfeited at such end date. If the customer issues a new Purchase Order with an end date or subscription period end date immediately at the expiration of the previous Purchase Order, end date or subscription period then the funds still on account will be available for 60 days after which they will be forfeited. Prepaid funds paid to Whooster on Accounts that do not have a monthly or annual subscription fee are non-refundable.

**4.1 Taxes.** The charges for all Whooster Services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer's account.

**5. TERMINATION.** This Whooster Service may be terminated by Whooster at any time, with or without notice or cause. Violation by Customer of state or federal laws or Whooster or Third Parties' established policies and procedures may result in immediate termination of the Whooster Services at Whooster's sole discretion. Customer may terminate the use of the Whooster Services by submitting a cancellation letter and payment in full. Provisions hereof related to release of claims; indemnification; limitations of liability; use and protection of information, data and Whooster Services; payment for the Whooster Services; audit; Whooster's use and ownership of Customer's search inquiry data; disclaimer of warranties; security; customer data and governing law shall survive any termination of the license to use the Whooster Services.

**6. EMPLOYEE TRAINING.** Customer shall train all employees who will use the Whooster Services prior to allowing access to Whooster Services on Customer's obligations under these Terms. Such training shall include the licensing requirements and restrictions under Section 1 and the data security requirements of Section 9. Customer shall conduct a review of its obligations under these Terms with existing employees who have access to Whooster Services no less than annually. Customer shall keep records of such training.

**7. INTELLECTUAL PROPERTY.** Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the Whooster Services' information, programs or computer applications. Customer acknowledges that Whooster (and/or its third-party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the Whooster Services and the data and information that they provide. Customer shall use such materials in a manner consistent with Whooster's interests and the terms and conditions herein and shall notify Whooster of any threatened or actual infringement of Whooster's rights. Notwithstanding anything in these Terms, Whooster or Whooster's data provider shall own Customer's search inquiry data used to access the Whooster Services (in the past or future) and may use such data for any purpose consistent with applicable federal, state and local laws, rules and regulations.

**8. CONFIDENTIALITY.** Customer and Whooster acknowledge that they each may have access to confidential information of the disclosing party ("Disclosing Party") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of Whooster's information, product information, pricing information, product development plans, forecasts, data contained in Whooster Services, and other business information ("Confidential Information"). "Trade Secrets" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information. Each receiving party ("Receiving Party") agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and Trade Secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing Party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with respect to Confidential Information shall continue for the term of

these Terms and for a period of five (5) years thereafter, provided however, that with respect Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

**8.1 Exclusions.** Confidential Information shall not include information that: (a) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (b) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (c) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or (d) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information.

**9. DATA SECURITY.** Customer acknowledges that the information available through the Whooster Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure.

**9.1 Customer Obligations.** Customer is required to ensure that the following actions take place; (A) Restrict access to Whooster Services to those employees who have a need to know as part of their official duties; (B) Ensure that none of its employees shall: (i) Obtain and/or use any information from the Whooster Services for personal reasons, or (ii) Transfer any information received through the Whooster Services to any party except as permitted hereunder; (C) Keep all user identification numbers, and related passwords, or other security measures (collectively, "User IDs") confidential and prohibit the sharing of User IDs; (D) Immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (E) In addition to any obligations under Section 1 above, take all commercially reasonable measures to prevent unauthorized access to; or use of, the Whooster Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (F) Maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through Whooster Services as it is being disposed; (G) Unless otherwise required by law, purge all information received through the Whooster Services and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt; (H) Be capable of receiving the Whooster Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by Whooster; (I) Not access and/or use the Whooster Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine application approved by Whooster; and (J) Take all steps to protect their networks, computer environments and mobile phones, or those used to access the Whooster Services, from compromise.

**9.2 Customer Review.** Customer agrees that on at least a quarterly basis it will review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein.

**9.3 Customer Security & Notice.** Customer will implement policies and procedures to prevent unauthorized use of User IDs and the Whooster Services and will immediately notify Whooster, in writing to the Whooster if Customer suspects, has reason to believe or confirms that a User ID or the Whooster Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose other than legitimate business reasons.

**9.4 Security Event.** Furthermore, in the event that the Whooster Services provided to the Customer include personally identifiable information, as it is defined under applicable data protections laws, the following shall apply; (A) Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "Security Event"), (B) Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in Whooster's reasonable discretion. (C) Customer agrees that such notification shall not reference Whooster or the product through which the data was provided, nor shall Whooster be otherwise identified or referenced in connection with the Security Event, without Whooster's express written consent. (D) Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. (E) Customer shall remain solely liable for claims that may arise from a Security Event, including, but not limited to, costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event, and to the extent that any claims are brought against Whooster, shall indemnify Whooster from such claims. (F) Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to Whooster for review and approval prior to distribution. (G) In the event of a Security Event, Whooster may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

**9.5 Audit.** Customer acknowledges that Whooster maintains records of access to the Services in order to comply with State and Federal law, and with the requirements of third parties, and that in certain limited circumstances Whooster may be required to disclose that Customer accessed certain data in order to meet these requirements. Customer further understands and agrees that, in order to ensure compliance with the applicable laws, regulations or rules, regulatory agency requirements, these Terms, Whooster's obligations under its contracts with its data providers and Whooster's internal policies, Whooster may conduct periodic reviews of Customer's use of the Whooster Services and may, upon reasonable notice, audit Customer's records, processes and procedures related to Customer's use, storage and disposal of Whooster Services and information received therefrom. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Customer acknowledges that failure to provide such access or documentation may result in immediate restriction of access or other remedies. Violations discovered in any review and/or audit by Whooster will be subject to immediate action including, but not limited to, suspension or termination of the license to use the Whooster Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

## **10. INDEMNIFICATION.**

**10.1 Indemnification, Customer.** Customer hereby agrees to protect, indemnify, defend, and hold harmless Whooster, its subsidiaries and affiliates, and its data providers from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to: (a) use of information received by Customer (or any third party receiving such information from or through Customer) furnished by or through Whooster; (b) breach of any terms, conditions, representations or certifications in this Agreement; and (c) any Security Event outlined in Section 9. Any action, claim or lawsuit brought pursuant to these Terms entitles Whooster to payment of all attorneys' fees and costs expended in association with such action, claim or lawsuit and shall include legal fees expended by in-house counsel for Whooster.

**10.2 Indemnification, Whooster.** Whooster hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that the Whooster Services or data contained therein, when used in accordance with these Terms, infringe a United States patent or United States registered copyright, subject to the following: (a) Customer must promptly give written notice of any claim to Whooster; (b) Customer must provide any assistance which Whooster may reasonably request for the defense of the claim; and (c) Whooster has the right to control the defense or settlement of the claim; provided, however, that the Customer shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense

**10.3 Indemnity Limitations.** Notwithstanding the foregoing, Whooster, its subsidiaries and affiliates, and its data providers will not have any duty to indemnify, defend or hold harmless Customer with respect to any claim of infringement resulting from; (a) Customer's misuse of the Whooster Services; (b) Customer's failure to use any corrections made available by Whooster; (c) Customer's use of the Whooster Services in combination with any product or information not provided or authorized in writing by Whooster; or (d) Any information, direction, specification or materials provided by Customer or any third-party.

**10.4 Injunction.** If an injunction or order is issued restricting the use or distribution of any part of the Whooster Services, or if Whooster determines that any part of the Whooster Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, Whooster may in its sole discretion and at its option; (i) Procure for Customer the right to continue using the Whooster Services; (ii) Replace or modify the Whooster Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the Whooster Services; or (iii) Terminate these Terms and refund any fees relating to the future use of the Whooster Services. The foregoing remedies constitute Customer's sole and exclusive remedies and Whooster's entire liability with respect to infringement claims or actions.

**11. WARRANTIES/LIMITATION OF LIABILITY.** Neither Whooster, nor its subsidiaries and affiliates, nor any third-party data provider shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the Whooster Services) for any loss or injury arising out of or caused in whole or in part by Whooster's acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the Whooster Services. If, notwithstanding the foregoing, liability can be imposed on Whooster, then Customer agrees that Whooster's aggregate liability for any and all losses or injuries arising out of any act or omission of Whooster in connection with anything to be done or furnished under these Terms, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed One Hundred Dollars (\$100.00); and Customer covenants and promises that it will not sue Whooster for an amount greater than such sum even if Customer and/or third parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against Whooster. Whooster does not make and hereby disclaims any warranty, express or implied with respect to the Whooster Services. Whooster does not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of the Whooster Services or information provided therein. In no event shall Whooster be liable for any indirect, incidental, or consequential damages, however arising, incurred by Customer from receipt or use of information delivered hereunder or the unavailability thereof. Due to the nature of public record information, the public records and commercially available data sources used in Whooster Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. Whooster Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.

**11.1 Force Majeure.** The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of these Terms (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

**12. RELATIONSHIP OF PARTIES/PUBLICITY.** None of the parties shall, at any time, represent that it is the authorized agent or representative of the other. Customer acknowledges that Whooster may from time to time use Customer's name, logos, and feedback in Whooster press releases, advertisements, promotional or marketing materials. Customer gives Whooster the express permission to take such actions. Customer further acknowledges that it will not name Whooster or refer to its use of the Whooster Services in any press releases, advertisements, promotional or marketing materials, or make any other third-party disclosures regarding Whooster or Customer's use of the Whooster Services.

**13. MISCELLANEOUS.** These Terms shall be interpreted in accordance with the laws of the State of Texas, without regards to its conflict of law principles. Customer expressly agrees to submit to the jurisdiction District Court in Travis County, TX and federal courts in Texas, and not to assert any claim of *forum non conveniens* with respect to such submission. If any provision of these Terms or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of these Terms shall remain in full force and effect. The headings in these Terms are inserted for reference and convenience only and shall not enter into the interpretation hereof. Customer agrees to allow Whooster to communicate with Customer via the SMS texting platform for sales and other notifications, and Customer can opt out of this service at any time. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in these Terms shall supersede any separate non-disclosure agreement that is or may in the future be entered into by the parties hereto. Any new, other, or different terms supplied by the Customer beyond the terms contained herein, including those contained in Purchase Orders or confirmations issued by the Customer, are specifically and expressly rejected by Whooster unless Whooster agrees to them in a signed writing specifically including those new, other, or different terms. The terms contained herein shall supersede and govern in the event of a conflict between these terms and any new, other, or different terms in any other writing. These Terms can be executed in counterparts and faxed, or electronic signatures will be deemed originals. These Terms will bind and inure to the benefit of each party's permitted successors and assigns. Customer shall not assign these Terms (or any part thereof) without the prior written consent of Whooster. Any attempt to transfer or assign these Terms except as expressly authorized will be null and void. Customer agrees that in the event of any reorganization, sale of all or substantially all its assets or voting securities, or any change of control "Change of Control" that (a) Customer will notify Whooster within ten (10) days and (b) the Change of Control will not extinguish any right of Whooster to payment or any obligation of Customer with respect to the Service. Whenever these Terms require or contemplate any action, consent, or

approval, such party will act reasonably and in good faith and (unless these Terms expressly allow exercise of a party's sole discretion) will not unreasonably withhold or delay such action, consent, or approval. Waiver of a breach is not waiver of other or later breaches. Whenever notice is required to be given, it shall, unless otherwise expressly stated, be taken to require written notice. Electronic mail shall suffice as a written notice for all operational notices between relationship managers and similar personnel. All other notices shall require a typed or handwritten letter which must be sent by reputable overnight courier, signature required upon receipt, to the address of the Customer appearing in the Customer's Account Application, and to Whooster at 112 Cimarron Park Loop, Suite C, Buda, TX 78610, unless otherwise directed in writing.

**DATA-SPECIFIC RESTRICTIONS**

Legal Authority/ Data Source	Additional Restrictions
<b>GLBA Data</b>	<p>Some of the Information contained in the Whooster Services is “nonpublic personal information,” as defined in the Gramm-Leach-Bliley Act (15 U.S.C. § 6801, et seq.) and related state laws, (collectively, the “GLBA”), and is regulated by the GLBA (“GLBA Data”). Customer shall not obtain and/or use GLBA Data through the Whooster Services, in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain Whooster Services and will recertify upon request by Whooster. Customer certifies with respect to GLBA Data received through the Whooster Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA. Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.</p>
<b>DPPA Data</b>	<p>Some of the information contained in the Whooster Services is “personal information,” as defined in the Drivers Privacy Protection Act (18 U.S.C. § 2721, et seq.) and related state laws, (collectively, the “DPPA”), and is regulated by the DPPA (“DPPA Data”). Customer shall not obtain and/or use DPPA Data through the Whooster Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain Whooster Services and will recertify upon request by Whooster. The Driver’s Privacy Protection Act (“DPPA”) as well as state law restricts the use of motor vehicle data to certain “permissible uses”. Customers who access motor vehicle data shall require its employees and customers to acknowledge compliance with these laws and only permit them to access motor vehicle data for the specific DPPA permissible purposes which have been approved by Whooster. Customer represents and warrants that motor vehicle data will not be accessed without a Whooster approved DPPA permissible purpose for each access, that motor vehicle data shall be used only for such permissible purpose, and that Customer’s customer is the end user of the data. Customer shall employ commercially reasonable procedures to track and monitor its customer’s access to and use of the data and investigate any allegations of misuse of the data in full cooperation with Whooster and/or its third-party provider of motor vehicle data, or at the request of a state. Customer acknowledges that in addition to other remedies of Whooster, any non-compliance by Customer with the above provision shall result in Whooster revoking Customer’s access to and use of motor vehicle data. Customer acknowledges that the motor vehicle data is licensed to Customer for the internal use only of its customers and may not be reproduced or disclosed to anyone else unless permitted by law. Motor vehicle data shall not be appended to any other data or file except in the context of a report prepared for and consistent with the approved DPPA permissible purpose for which the motor vehicle data was accessed. Customer acknowledges that all right, title and interest in and to the motor vehicle data is retained by Whooster and/or its third-party provider, and Customer shall not commit or permit any act or omission that would impair such rights. For purpose of this section, customer shall mean a legitimate business of the type permitted by law to access the motor vehicle data and is also subject to these Terms. Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.</p>
<b>Fair Credit Reporting Act</b>	<p>Whooster is not a “consumer reporting agency”. The Whooster Services provided pursuant to these Terms and Conditions are not provided by “consumer reporting agencies,” as that term is defined in the Fair Credit Reporting Act, (15 U.S.C. §1681, et seq.), (the “FCRA”), and do not constitute “consumer reports” as that term is defined in the FCRA. (A) Whooster Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the FCRA. (B) Customer certifies that it will not use any of the information it receives through the Whooster Services to determine, in whole or in part an individual’s eligibility for any of the following products, services or transactions (i) Credit or insurance to be used primarily for personal, family or household purposes; (ii) Employment purposes; (iii) A license or other benefit granted by a government agency; or (iv) Any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account. (C) By way of clarification, without limiting the foregoing, Customer may use, except as otherwise prohibited or limited by these Terms, information received through the Whooster Services for the following purposes, (i) To verify or authenticate an individual’s identity; (ii) To prevent or detect fraud or other unlawful activity; (iii) To locate an individual; (iv) To review the status of a legal proceeding; (v) To collect a debt, provided that such debt collection does not constitute in whole or in part, a determination of an individual consumer’s eligibility for credit or insurance to be used primarily for personal, family or household purposes; or (vi) To determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not constitute in whole or in part, a determination of an individual consumer’s eligibility for credit or insurance to be used primarily for personal, family or household purposes. (D) If Customer is using the Whooster Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Customer shall not use the Whooster Services, (i) To revoke consumer credit; (ii) To accelerate, set or change repayment terms; or (iii) For the purpose</p>

	of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this section, use the Whooster Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) Customer shall not use any of the information it receives through the Whooster Services to take any "adverse action," as that term is defined in the FCRA.
<b>MVR Data</b>	If Customer is permitted to access Motor Vehicle Records ("MVR Data") from Whooster, without in any way limiting Customer's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change; (A) Customer shall not use any MVR Data provided by Whooster, or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information. (B) As requested by Whooster, Customer shall complete any state forms that Whooster is legally or contractually bound to obtain from Customer before providing Customer with MVR Data. (C) Whooster (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. Further, in response to any audit, Customer must be able to substantiate the reason for each MVR Data order. Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.
<b>HIPAA</b>	Customer represents and warrants that Customer will not provide Whooster with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.
<b>Social Security and Driver's License Numbers.</b>	Whooster may in its sole discretion permit Customer to access QA Data (The term "QA", also referred to as Qualified Access, allows users to view full Social Security Numbers and full Driver's License Numbers, as well as other personal identifying information such as name and address.) If Customer is authorized by Whooster to receive QA Data, and Customer obtains QA Data through the Whooster Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by Whooster policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Section 9, Customer agrees that it will not permit QA Data obtained through the Whooster Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by Whooster. Customer may not, to the extent permitted by the terms of these Terms, transfer QA Data via email or ftp without Whooster's prior written consent. However, Customer shall be permitted to transfer such information so long as: a) a secured method (for example, sftp) is used, b) transfer is not to any third-party, and c) such transfer is limited to such use as permitted under these Terms and Conditions. Whooster may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.
<b>National Change of Address Database</b>	Whooster or its various data vendors is or maybe a licensee of the United States Postal Service's NCOALINK database ("NCOA Database"). The information contained in the NCOA Database is regulated by the Privacy Act of 1974 and may be used only to provide a mailing list correction service for lists that will be used for preparation of mailings. If Customer receives all or a portion of the NCOA Database through the Whooster Services, Customer hereby certifies to Whooster that it will not use such information for any other purpose. Prior to obtaining or using information from the NCOA Database, Customer agrees to complete, execute and submit to Whooster the NCOA Processing Acknowledgement Form.
<b>International Data</b>	Whooster may in its sole discretion permit Customer to access data sources from other countries other than the United States of America. Customer agrees to comply with the country of origins rules, regulations and laws regarding the data accessed through Whooster.

District	Population	Ideal Population*	Deviation	Percent Deviation	White	Black	Other Races	Percent White	Percent Black	Percent Other Races	VAP**	White VAP	Percent White VAP	Black VAP	Percent Black VAP	Other Races VAP	Percent Other Races VAP
Ward 1	25,841	21,957	3,884	15.41%	11,107	43,83%	12,815	50.57%	1,419	5.60%	19,848	9,358	47.15%	9,453	47.63%	1,087	5.22%
Ward 2	21,684	21,957	-273	-1.24%	679	3.13%	20,371	93.94%	634	2.92%	16,694	633	3.79%	15,593	93.40%	468	2.80%
Ward 3	20,566	21,957	-1,371	-6.24%	630	3.06%	19,291	93.71%	665	3.23%	15,899	591	3.72%	14,812	93.16%	496	3.12%
Ward 4	22,894	21,957	937	4.27%	1,132	5.05%	20,357	91%	905	4.04%	17,189	1,027	5.97%	13,509	90.23%	653	3.80%
Ward 5	19,167	21,957	-2,790	-12.71%	1,237	6.45%	17,160	89.53%	770	4.02%	14,909	1,170	7.85%	13,154	88.23%	585	3.92%
Ward 6	21,504	21,957	-453	-2.06%	2,077	9.66%	18,719	87.05%	708	3.25%	15,792	1,892	11.98%	13,427	85.02%	473	3.00%
Ward 7	23,025	21,957	1,068	4.86%	3,870	38.96%	12,502	54.30%	1,553	6.74%	18,703	7,958	42.55%	9,515	50.87%	1,230	6.58%

Top-to-Bottom Variance (Percent Deviation Difference) cannot exceed 10%. Top-to-Bottom Variance is 28.12% (15.41% + 12.71% = 28.12%).

