



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

**October 11, 2022**

**AGENDA**

**10:00 AM**

**CALL TO ORDER BY THE PRESIDENT**

**INVOCATION**

1. PASTOR HOSEA HINES OF CHRIST TABERNACLE CHURCH

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

**INTRODUCTIONS**

**PUBLIC COMMENTS**

**CONSENT AGENDA**

2. NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."
3. RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON AUGUST 18, 2020 AND AUGUST 20, 2022 IN CASES: 19-326 (2019-1270) AND 21-453 (2020-1116). (DOTSON, LUMUMBA)
4. APPROVAL OF THE AUGUST 19, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)
5. APPROVAL OF THE SEPTEMBER 8, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)
6. APPROVAL OF THE SEPTEMBER 13, 2022 REGULAR COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)
7. APPROVAL OF THE SEPTEMBER 22, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)

**INTRODUCTION OF ORDINANCES**

**ADOPTION OF ORDINANCE**

8. **ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATIONS CRIME ANALYST; POLICE TECHNICIAN FOR THE JACKSON POLICE DEPARTMENT. (MARTIN, LUMUMBA)**

**REGULAR AGENDA**

9. **CLAIMS (MALEMBEKA, LUMUMBA)**
10. **PAYROLL (MALEMBEKA, LUMUMBA)**
11. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CRUNCHTIME CONCESSIONS TO BOOK A 36 PHOTO BOOTH DURING THE COMMUNITY ARTS FESTIVAL ON OCTOBER 16, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF EIGHT HUNDRED AND SEVENTY-FIVE DOLLARS. (WRIGHT, LUMUMBA)**
12. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CRUNCHTIME CONCESSIONS TO BOOK A 360 PHOTO BOOTH AND CLASSIC PHOTO BOOTH FOR THE TECH JXN 2022 CONFERENCE AND FESTIVAL ON NOVEMBER 18, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED AND SEVENTY-FIVE DOLLARS TO CRUNCHTIME CONCESSIONS. (WRIGHT, LUMUMBA)**
13. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT RENTAL AGREEMENT WITH WE MARQUEE, LLC TO INSTALL AND SETUP MARQUEE LETTERS FOR DOING BUSINESS WITH THE CITY TO BE HELD ON DECEMBER 8, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF NINE HUNDRED AND EIGHTY-EIGHT DOLLARS AND SIXTY-EIGHT CENTS (\$988.68) TO WE MARQUEE, LLC. (WRIGHT, LUMUMBA)**
14. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT RENTAL AGREEMENT WITH WE MARQUEE, LLC TO INSTALL AND SETUP MARQUEE LETTERS DURING THE TECH JXN 2022 CONFERENCE AND FESTIVAL ON NOVEMBER 17 AND 18, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF SEVEN HUNDRED AND SIXTY-FOUR DOLLARS (\$764.00) TO WE MARQUEE, LLC (WRIGHT, LUMUMBA)**
15. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FIFTY-FIVE TWENTY TO PROVIDE SOCIAL MEDIA MARKETING AND GRAPHIC DESIGN SERVICES TO PROMOTE THE TECH JXN 2022 CONFERENCE AND FESTIVAL ON NOVEMBER 17 – 18, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF FOUR THOUSAND AND ZERO CENTS (\$4,000.00) TO FIFTY-FIVE TWENTY, LLC. (WRIGHT, LUMUMBA)**
16. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND DAIGLE LAW GROUP FOR THE REVIEWING AND REVISING OF THE JACKSON POLICE DEPARTMENT GENERAL ORDERS. (DAVIS, LUMUMBA)**
17. **ORDER AUTHORIZING THE MAYOR TO SUBMIT APPLICATION AND**

**EXECUTE AN AGREEMENT FOR ACCEPTANCE OF THE FY 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) IN THE AMOUNT OF \$268,637.00 AND ENTER IN TO AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF JACKSON MISSISSIPPI AND HINDS COUNTY, MISSISSIPPI IN THE AMOUNT OF \$30,000.00 (DAVIS, LUMUMBA)**

18. **ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE THE APPLICATION FOR ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE THE APPLICATION FOR ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE THE FY22 UNITED STATES DEPARTMENT OF JUSTICE MICROGRANTS-COMMUNITY POLICING DEVELOPMENT (COPS) APPLICATION TO RECEIVE GRANT FUNDS FOR OFFICER RECRUITMENT AND RETENTION. (DAVIS, LUMUMBA)**
19. **ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE AN APPLICATION FOR THE BJA FY22 LOCAL LAW ENFORCEMENT CRIME GUN INTELLIGENCE CENTER INTEGRATION INITIATIVE COMPETITIVE GRANT APPLICATION AND EXECUTE DOCUMENTS TO ACCEPT ALL AWARDED GRANT FUNDS. (DAVIS, LUMUMBA)**
20. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GRANICUS TO EXPORT DATA FROM THE GOVQA SYSTEM AND AUTHORIZE PAYMENT IN THE AMOUNT OF TWO THOUSAND AND FIVE HUNDRED DOLLARS. (A. HARRIS, LUMUMBA)**
21. **ORDER AUTHORIZING THE MAYOR TO RATIFY THE PAYMENT TO INTEGRATED PEST CONTROL MAINTENANCE (IPCM) FOR PROVIDING PEST CONTROL SERVICES AT FIVE FACILITIES MANAGED BY THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES FOR THE 2021-2022 FISCAL YEAR AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND THREE HUNDRED AND TWENTY-FOUR DOLLARS (KIDD, LUMUMBA)**
22. **ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH TANGENT SOLUTION LLC FOR THE LAUNCH OF THE 2022 VIRTUAL SUMMER STEAM CAMP AND NASA ASTRO CAMP AND PAYMENT IN THE AMOUNT OF NINE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS. (KIDD, LUMUMBA)**
23. **ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH TANGENT SOLUTION LLC FOR THE LAUNCH OF THE 2022 VIRTUAL SUMMER STEAM CAMP AND NASA ASTRO CAMP AND PAYMENT IN THE AMOUNT OF NINE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS. (KIDD, LUMUMBA)**
24. **ORDER RATIFYING AND AUTHORIZING THE MAYOR TO RENEW THE CITYWORKS LICENSE AND MAINTENANCE AGREEMENT WITH AZTECA SYSTEMS, LLC AND EXECUTE AN AGREEMENT WITH AXIM GEOSPATIAL, LLC TO PROVIDE PROFESSIONAL SERVICES TO ASSIST WITH THE CITYWORKS (3-1-1) SOFTWARE UPGRADE (REID, LUMUMBA)**
25. **ORDER AMENDING THE CONTRACTUAL START DATE OF THE ANTENNA SITE LICENSE AGREEMENT IN THE DECEMBER 22, 2020,**

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ALTEL CORPORATION D/B/A VERIZON WIRELESS TO IMPROVE BROADBAND COVERAGE WITHIN THE CITY OF JACKSON. (REID, LUMUMBA)**

26. **ORDER AUTHORIZING THE MAYOR TO AMEND ONE ANTENNA SITE LICENSE AGREEMENT WITH ALTEL CORPORATION D/B/A VERIZON WIRELESS TO MODIFY EQUIPMENT AND INCREASE LICENSEE FEES AT ONE TOWER SITE WITHIN THE CITY OF JACKSON. (REID, LUMUMBA)**
27. **ORDER AUTHORIZING THE MAYOR TO AMEND ONE ANTENNA SITE LICENSE AGREEMENT WITH CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS TO MODIFY EQUIPMENT AND INCREASE LICENSEE FEES AT ONE TOWER SITE WITHIN THE CITY OF JACKSON. (REID, LUMUMBA)**
28. **ORDER AUTHORIZING THE MAYOR TO AMEND TWO ANTENNA SITE LICENSE AGREEMENTS WITH ALTEL CORPORATION D/B/A VERIZON WIRELESS TO MODIFY EQUIPMENT AND INCREASE LICENSEE FEES AT TWO TOWER SITES WITHIN THE CITY OF JACKSON. (REID, LUMUMBA)**
29. **ORDER AUTHORIZING AN THE MAYOR TO EXECUTE A SERVICE AGREEMENT AND RELATED DOCUMENTS WITH ENVIRONMENTAL ANALYTICAL SERVICES, LLC TO CONDUCT ASBESTOS TESTING OF DILAPIDATED STRUCTURES FOR DEMOLITION PURPOSES. (DOTSON, LUMUMBA)**
30. **ORDER AMENDING THE DECEMBER 31, 2021 AMENDED ORDER WHICH AUTHORIZED STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON, AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND RELATED DOCUMENTS EXTENDING THE COMPLETION DATE TO SEPTEMBER 30, 2023. (ALL WARDS) (DOTSON, LUMUMBA)**
31. **ORDER AMENDING THE DECEMBER 7, 2021 ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON TO AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND RELATED DOCUMENTS EXTENDING THE COMPLETION DATE TO SEPTEMBER 30, 2023. (ALL WARDS) (DOTSON, LUMUMBA)**
32. **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE MILL STREET TOWN CREEK BRIDGE PROJECT, FEDERAL AID PROJECT NUMBER STP-7261-**

- 00(002)LPA/108070-701000. (HILLMAN, LUMUMBA)
33. ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC., AUTHORIZING RELEASE OF RETAINAGE, PUBLICATION OF NOTICE OF COMPLETION, AND COMMENCEMENT OF ONE-YEAR WARRANTY FOR THE HAWTHORN DRIVE BRIDGE REPLACEMENT. (HILLMAN, LUMUMBA)
  34. ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC., AUTHORIZING RELEASE OF RETAINAGE, PUBLICATION OF NOTICE OF COMPLETION, AND COMMENCEMENT OF ONE-YEAR WARRANTY FOR THE MEADOW ROAD BRIDGE REPLACEMENT. (HILLMAN, LUMUMBA)
  35. ORDER GRANTING A VARIANCE FROM THE CITY OF JACKSON SUBDIVISION ORDINANCE FOR WATER PIPE MATERIAL STANDARDS. (HILLMAN, LUMUMBA)
  36. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSISSIPPI, TO EXECUTE A LETTER OF ENGAGEMENT WITH THE MAY LAW FIRM, PLLC, JACKSON, MISSISSIPPI, AND WATKINS & EAGER PLLC, JACKSON, MISSISSIPPI, ON BEHALF OF THE CITY, AS CO-BOND COUNSEL FOR THE CITY IN CONNECTION WITH ASSISTING THE CITY IN THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS OF THE CITY IN REGARD TO THE FONDREN HOSPITALITY PROJECT; AND FOR RELATED PURPOSES. (C.MARTIN, LUMUMBA)
  37. ORDER AUTHORIZING PAYMENT TO CANDACE SEALS AS FULL AND COMPLETE SETTLEMENT OF CLAIM. (C.MARTIN, LUMUMBA)
  38. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING A NEW FOOTBALL STADIUM FOR JACKSON STATE UNIVERSITY. (STOKES)
  39. ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE IMMEDIATE CLEAN-UP OF THE RECENTLY BURNED SITE AND LONG-STANDING PUBLIC HEALTH HAZARD AT THE INTERSECTION OF PALMYRA STREET AND MONUMENT STREET. (STOKES)
  40. ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING TWO HUNDRED FIFTY THOUSAND DOLLARS GRANT TO VISIT JACKSON TO HELP JACKSON BUSINESSES BECAUSE OF WATER CRISIS. (STOKES)
  41. ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE MAYOR TO CONTINUE AND COMPLETE THE REQUEST FOR PROPOSAL PROCESS TO ALLOW AN OPPORTUNITY FOR A GARBAGE CONTRACT APPROVED BY THE AFFIRMATIVE VOTE OF THE JACKSON CITY COUNCIL (STOKES)
  42. RESOLUTION OF THE GOVERNING AUTHORITY FOR THE CITY OF JACKSON, MISSISSIPPI RECOGNIZING AND AGREEING THAT THERE IS

**A NEED FOR MISSISSIPPI REGIONAL HOUSING AUTHORITY NO. VI TO EXERCISE ITS POWERS IN THE CITY OF JACKSON, MISSISSIPPI BY PROVIDING HOUSING FOR LOW TO MODERATE INCOME FAMILIES IN THE CITY OF JACKSON, MISSISSIPPI. (STOKES)**

43. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS TO BE USED BY THE OFFICE OF THE CLERK OF COUNCIL. (S.JORDAN, FOOTE)**
44. **ORDER APPOINTING SHIRLEY DANIELS DEPUTY CLERK OF COUNCIL ON A PART-TIME BASIS. (S.JORDAN, FOOTE)**
45. **ORDER APPOINTING DOROTHY DAVIS DEPUTY CLERK OF COUNCIL ON A PART-TIME BASIS. (S.JORDAN, FOOTE)**
46. **ORDER AUTHORIZING PERSONNEL ACTIONS. (S.JORDAN)**

**DISCUSSION**

47. **DISCUSSION: CODE ENFORCEMENT (LUMUMBA)**
48. **DISCUSSION: UPDATE: BAILEY AVENUE BRIDGE; BAILEY AVE. AND MAYES ST. INTERSECTION (STOKES)**
49. **DISCUSSION: WATER BILLS (STOKES)**
50. **DISCUSSION: INDUSTRIAL PARK AREA (LEE)**
51. **DISCUSSION: FUND 9 SANITATION FOR FY22 TO INCLUDE REVENUE AND EXPENSES (FOOTE)**

**PRESENTATION**

**PROCLAMATION**

**RESOLUTIONS**

**REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS**

**ANNOUNCEMENTS**

**ADJOURNMENT**

**AGENDA ITEMS IN COMMITTEE**

OFFICE OF THE CITY CLERK  
A. Um. 12/1/22

**RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON AUGUST 18, 2020, AND AUGUST 20, 2019, IN CASES: 19-326 (2019-1270) AND 21-453 (2020-1116)**

**WHEREAS**, administrative hearings were held on July 30, 2019, and June 30, 2020, pursuant to Section 21-19-11 of the Mississippi Code Annotated to determine whether certain parcels located in the City of Jackson constituted a menace to public health, safety, and welfare; and

**WHEREAS**, on August 18, 2020, and August 20, 2019, the governing authorities passed resolutions approving recommendations from the administrative hearing officer that certain parcels be deemed a menace to public health, safety, and welfare; and

**WHEREAS**, property owners and interested parties were afforded the opportunity to be heard and did not appeal the governing authorities' adjudication; and

**WHEREAS**, contract labor was utilized to clean the parcels and address conditions deemed to be a menace to public health, safety, and welfare when the owners failed to do so; and

**WHEREAS**, costs were incurred as a result of the employment of the contract labor; and

**WHEREAS**, penalties have been recommended and should be imposed against those parcel owners who failed to remedy and address violations.

**NOW, BE IT THEREFORE RESOLVED** that the following costs and penalties are assessed in the following cases:

Case No.	Assessed Owner	Address/Zip/Ward	Parcel #	Cost	10% Adm. Cost	Penalty Cost	Total	Work Completed
CE-21-453 (2020-1116)	HENDERSON THELMA 411 BENNING RD JACKSON MS 39206	411 BENNING RD/39206/3	517-232	\$1,710.00	\$171.00	\$500.00	\$2,381.00	Demolish and remove remains of burned structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass and weeds.
CE-19-326 (2019-1270)	POOLE MINNIE P EST 3830 SKYLINE DR JACKSON MS 39213	3830 SKYLINE DR/39213/3	410-410	\$5,648.00	\$564.80	\$500.00	\$6,712.80	Demolish and remove remains of burned structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass and weeds.
<b>GRAND TOTAL</b>							<b>\$9,093.80</b>	

**IT IS FURTHER RESOLVED** that pursuant to Section 21-19-11 of Mississippi Code, as amended, the costs and penalties assessed in this Resolution shall become liens against the parcels stated and shall be included with municipal ad valorem taxes and the payment shall be enforced in the same manner as municipal ad valorem taxes; and all statutes related to the collection of other taxes in the City of Jackson shall apply to the enforcement and collection of the costs and penalties levied by this Resolution.

**IT IS FURTHER RESOLVED** that the liens stated may be enrolled in the office of the Circuit Clerk of Hinds County as other judgments are enrolled consistent with the provisions of Section 21-19-11 (3) (a) of the Mississippi Code.

Consent Agenda  
Agenda Item No. 3  
(Dotson, Lumumba)

**IT IS FURTHER RESOLVED** that the tax collector shall sell the parcels to satisfy the liens in a manner consistent with the sale of land for delinquent taxes and in accordance with the provisions of Section 21-19-11 (3) (a) of the Mississippi Code as amended.

**IT IS FINALLY RESOLVED** that the Mayor and Municipal Clerk are authorized to perform any and all acts necessary to ensure that provisions of this Resolution are implemented.

ITEM NO. \_\_\_\_\_  
DATE: SEPTEMBER 27, 2022  
BY: (DOTSON, LUMUMBA)



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**     9/27/2022  
**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>			
1.	<b>Brief Description/Purpose</b>	This is the Community Improvement regular agenda for the City Council authority to adjudicate costs associated with the cleaning of private properties.			
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	N/A			
3.	<b>Who will be affected</b>	All City of Jackson residents			
4.	<b>Benefits</b>	The adjudication of costs and penalties resulting from the cleaning of private properties listed on the agenda will result in recoupment of monies spent by the City of Jackson.			
5.	<b>Schedule (beginning date)</b>	Following scheduled City Council date			
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Citywide			
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION			
8.	<b>COST</b>	\$0			
9.	<b>Source of Funding</b> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A			
10.	<b>EBO participation</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____	



# Memo

**To: Chokwe Lumumba, Mayor**

**From: Chloe Dotson, Interim Director  
Department of Planning and Development**

**Date: 9/12/2022**

**Re: Agenda Item**

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The attached agenda item is a Resolution adjudicating actual costs and penalties to be assessed against parcels cleaned pursuant to section 21-19-11 of the Mississippi Code and further declaring the assessments as liens against the parcels to be collected as clean-up assessments by the Hinds County Tax Collector's office. Therefore, we request that you authorize adjudicating the attached parcels.

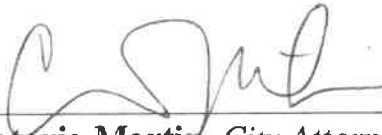

Your consideration in this matter is appreciated.

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1736

## OFFICE OF THE CITY ATTORNEY

This RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON AUGUST 18, 2020 AND AUGUST 20, 2019, IN CASES:19-326 (2019-1270) AND 21-453 (2020-1116) is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, City Attorney  
Victoria James, Deputy City Attorney   
Sandra O. Moncreux

10/4/22  
Date

10/27/22  
CITY ATTORNEY

# Landroll Detail

Parcel Number <b>517-232</b>	Map Reference Number <b>498.00 1 76.00</b>	<a href="#">View Map</a> <a href="#">Property Taxes</a> <a href="#">Gis Map</a>
Subdivision No. <b>1248</b>	Homestead Exemption Account Numbers	
Assessed Owner <b>HENDERSON THELMA</b> 411 BENNING RD JACKSON MS 39206	Assessed Values	
Location <b>411 BENNING RD</b>	Land Value	3,735
Legal Description <b>LOT 17 NORTH BROADMOOR PT 3</b>	Improvement Value	3,476
	Total	7,211
	Appraised Values	
	Land Value	24,900
	Improvement Value	23,170
	Total	48,070
	Building Info.	
	Type	RES
	Base Area	1,230
	Adjusted Area	1,266
	Year Built	1954
	Deed Info.	
	Book & Page	6019-0084
	Date	04/12/2004
Acreage Info.		
Cultivated Acres	0.00	
Uncultivated Acres	0.00	

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# Landroll Detail

Parcel Number	Map Reference Number	
410-410	560.00 1 509.00	<input type="radio"/> <a href="#">View Map</a> <input type="radio"/> <a href="#">Property Taxes</a> <input type="radio"/> <a href="#">Gis Map</a>
Subdivision No.	Homestead Exemption Account Numbers	
776		
Assessed Owner	Assessed Values	
<b>POOLE MINNIE P EST &amp;</b>	Land Value	825
3830 SKYLINE DR	Improvement Value	1,934
JACKSON MS 39213	<b>Total</b>	<b>2,759</b>
Location	Appraised Values	
3830 SKYLINE DR	Land Value	5,500
Legal Description	Improvement Value	12,890
LOT 28 BLK 21 GREENFIELDS PART 6	<b>Total</b>	<b>18,390</b>
Acreage Info.	Building Info.	
Cultivated Acres	Type	RES
0.00	Base Area	864
Uncultivated Acres	Adjusted Area	880
0.00	Year Built	1957
	Deed Info.	
	Book & Page	2826-0787
	Date	06/30/1981

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REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, AUGUST 20, 2019 6:00 P.M.

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Council Members Banks, Tillman and Stokes returned to the meeting.

\*\*\*\*\*

President Lindsay reconvened the meeting.

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The following individuals provided public comments during the meeting:

- Enoch Sanders spoke in support of the order to cease from disconnecting water from the citizens of Jackson.
- Terrance Burns expressed concerns regarding potholes and the swimming pool within the Presidential Hills community.

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**RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD July 30, 2019 FOR THE FOLLOWING CASES:**

2019-1231	2019-1232	2019-1261	2019-1262	2019-1263
2019-1264	2019-1265	2019-1266	2019-1267	2019-1268
2019-1270	2019-1271	2019-1282	2019-1283	

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

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

**WHEREAS**, hearings in the July 30, 2019; and

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

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

- 1) **Case #2019-1231: Parcel #127-59** located at 524 Marcus L. Butler Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 5

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

- 2) **Case #2019-1232: Parcel #101-108** located at 2960 Bishop Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris

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TUESDAY, AUGUST 20, 2019 6:00 P.M.

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- 3) **Case #2019-1261: Parcel #72-73** located at 146 E. Cohea Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 4) **Case #2019-1262: Parcel #72-20** located at 126 Cohea Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$750.00. Ward 7

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

- 5) **Case #2019-1263: Parcel #72-74** located at 144 E. Cohea Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$750.00. Ward 7

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

- 6) **Case #2019-1264: Parcel #74-52** located at 135 E. Cohea Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 7) **Case #2019-1265: Parcel #72-77** located at 158 Cohea Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 8) **Case #2019-1266: Parcel #631-270** located at 1008 Blair Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 7

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

- 9) **Case #2019-1267: Parcel #68-36** located at 339 McKee Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris

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- 10) **Case #2019-1268: Parcel #68-38** located at 333 (AB) McKee Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 11) **Case #2019-1270: Parcel #410-410** located at 3830 Skyline Drive: After appearance by owner Raymond Fawling, hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 12) **Case #2019-1271: Parcel #616-145** located at 2619 Teresa Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 6

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

- 13) **Case #2019-1282: Parcel #63-16** located at 1427-29 N. Lamar Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$1,000.00. Ward 7

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

- 14) **Case #2019-1283: Parcel #72-11** located at 187-95 E. Fortification Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

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

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

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

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

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



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

Yeas- Banks, Foote, Lindsay, Priester, Stokes and Tillman.  
Nays- None.  
Absent- Stamps.

The Notices of Hearing pursuant to Section 21-19-11 of the Mississippi Code, as it relates to each parcel of property, is incorporated herein in their entirety, and located in Public Notices, located in the City Clerk's Office of the City of Jackson, Mississippi.

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**RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD August 6, 2019, FOR THE FOLLOWING CASES:**

2019-1272	2019-1273	2019-1275	2019-1277	2019-1278
2019-1279	2019-1280	2019-1281	2019-1284	2019-1288
2019-1290	2019-1292	2019-1295	2019-1296	2019-1299
2019-1300	2019-1301	209-1302	2019-1304	

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

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

**WHEREAS**, hearings in the August 6, 2019; and

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

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

- 1) **Case #2019-1272: Parcel #616-144** located at 2611 Teresa Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety and a penalty of \$500.00. Ward 6

Scope of Work: Board-up and secure house, cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, fallen tree (parts & limbs), wooden boards/crates, appliances/old furniture, building materials/old bricks, tires; and clean curbside.

- 2) **Case #2019-1273: Parcel #709-246** located at 0 College Dr./Lot E. of 116 College Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety and a penalty of \$1,000.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, tree limbs & parts, tires; and clean curbside.

- 3) **Case #2019-1275: Parcel #70-25** located at Lot E of 235 E. Bell Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated

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**WHEREAS**, the Board of Commissioners of JMAA resolved to accept FAA 2020 AIP GRANTS NUMBERS 3-28-0037-055-2020, 3-28-0037-56-2020, 3-28-0038-020-2020, and 3-28-0038-021-2020, and authorized JMAA's Chief Executive Officer and JMAA's Board Counsel to execute certain documents and assurances as required; and

**WHEREAS**, FAA 2020 AIP GRANTS NUMBERS 3-28-0037-055-2020, 3-28-0037-56-2020, 3-28-0038-020-2020, and 3-28-0038-021-2020, which provide for the allowable costs incurred to accomplish the Projects at the Airports, will be for at least \$1,795,603.00; and

**WHEREAS**, the City of Jackson, MS ("City"), as the local government sponsor of JMAA, is required to execute multiple copies of FAA 2020 AIP GRANTS NUMBERS 3-28-0037-055-2020, 3-28-0037-56-2020, 3-28-0038-020-2020, and 3-28-0038-021-2020 with the FAA, and therefore, the City Council ("Council") of Jackson needs to authorize the Mayor and City Attorney of the City to execute the Grant Agreements for FAA 2020 AIP GRANTS NUMBERS 3-28-0037-055-2020, 3-28-0037-56-2020, 3-28-0038-020-2020, and 3-28-0038-021-2020

**NOW, THEREFORE, IT IS HEREBY ORDERED** that the City shall act as the local government sponsor, along with JMAA, in connection with FAA 2020 AIP GRANTS NUMBERS 3-28-0037-055-2020, 3-28-0037-56-2020, 3-28-0038-020-2020, and 3-28-0038-021-2020, for purposes directly related to providing for the allowable costs incurred to accomplish the Projects at the Airports; and

**IT IS FURTHER ORDERED** that no funds of the City are to be expended in connection herewith; and

**IT IS FURTHER ORDERED** that the Mayor of the City, or his designee, and the City Attorney of the City are authorized to execute and certify, respectively, on behalf of the City, as Co-Sponsor with JMAA, multiple copies of the Grant Agreement with the FAA, in connection with FAA 2020 AIP GRANTS NUMBERS 3-28-0037-055-2020, 3-28-0037-56-2020, 3-28-0038-020-2020, and 3-28-0038-021-2020, which provide for the allowable costs incurred to accomplish the Projects at the Airports.

**Council Member Stamps** moved adoption; **Council Member Tillman** seconded.

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**President Banks** recognized **John Walker**, Jackson Municipal Airport Authority who provided a brief overview of said item.

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

- Yeas – Banks, Foote, Lindsay, Priester, Stamps and Tillman.
- Nays – None.
- Absent – Stokes.

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**RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD JUNE 30, 2020 FOR THE FOLLOWING CASES:**

2020-1070	2020-1103	2020-1104	2020-1106	2020-1107	2020-1108
2020-1109	2020-1110	2020-1116	2020-1118	2020-1122	2020-1125
2020-1126	2020-1127	2020-1129	2020-1130	2020-1131	2020-1132
2020-1133	2020-1134	2020-1136	2020-1137	2020-1138	2020-1139
2020-1140	2020-1141	2020-1143	2020-1145	2020-1146	2020-1147

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within a municipality is in such a state of uncleanliness to be a menace to the public health, safety and welfare of the community; and

**WHEREAS**, Section 21-19-11 of the Mississippi Code of 1972 amended sets for the procedure for mailing and posting notice of the hearing; and

**WHEREAS**, an Administrative Hearing were held on the June 30, 2020; and

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

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

- 1) **Case #2020-1070: Parcel #430-361** located at **4573 KINGS HIGHWAY**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 1

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

- 2) **Case #2020-1103: Parcel #626-218** located at **3456 ROSEMARY AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 3) **Case #2020-1104: Parcel #626-214** located at **3448 ROSEMARY AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 4) **Case #2020-1106: Parcel #1026-16-2** located at **680 LARSON STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7.

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

- 5) **Case #2020-1107: Parcel #430-65** located at **155 WEST NORTHSIDE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

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default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 7) **Case #2020-1109 Parcel #432-20** located at **4803 WINDERMERE TERRACE**: After hearing testimony from owner Toveta Phillip, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded seven (7) days to enter into repair agreement expiring July 7, 2020. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 8) **Case #2020-1110: Parcel #517-284** located at **239-41 LAWRENCE ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 9) **Case #2020--1116: Parcel #517-232** located at **411 BENNING ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board-up and secure house and cut grass, weeds, bushes saplings, and remove trash and debris, tires, clean curbside.

- 10) **Case #2020-1118: Parcel #429-381** located at **170 DEL RIO STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cutting of grass, weeds, bushes, saplings, and removing of trash and debris, tree parts, tires, clean curbside.

- 11) **Case #2020-1122: Parcel #741-212** located at **5960 RIVER ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 1

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

- 12) **Case #2020-1125 Parcel #613-155** located at **237 ARCHER AVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris,

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- 13) **Case #2020-1126: Parcel #613-268** located at **332 ARCHER AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 14) **Case #2020-1127: Parcel #613-269** located at **328 ARCHER AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$750.00. Ward 7

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

- 15) **Case #2020-1129: Parcel #613-230** located at **245 ARCHER AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 7

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

- 16) **Case #2020-1130: Parcel #209-97** located at **2740 HILLSIDE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 17) **Case #2020-1131: Parcel #613-231** located at **241 ARCHER AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 18) **Case #2020-1132: Parcel #810-57** located at **688 QUEEN JULIANNA LANE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 2

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

- 19) **Case #2020-1133: Parcel #642-191** located at **243 QUEEN ANNE LANE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Demolish and remove remains of burned dilapidated structure, trash, debris.

- 20) **Case #2020-1134: Parcel #629-28** located at **4206 LARCHMONT STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$750.00. Ward 4

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

- 21) **Case #2020-1136: Parcel #117-3** located at **3710-12 WEST CAPITOL STREET**: After hearing testimony from owner Curtis Parker, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded seven (7) days to enter into repair agreement expiring July 7, 2020. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 22) **Case #2020-1137: Parcel #117-3-1** located at **3706-08 CAPITOL STREET**: After hearing testimony from owner Josephine P Parker, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded seven (7) days to enter into repair agreement expiring July 7, 2020. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 23) **Case #2020-1138: Parcel #629-27** located at **4204 LARCHMONT STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 4

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

- 24) **Case #2020-1139: Parcel #302-63** located at **1076 PEYTON AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 25) **Case #2020-1140: Parcel #810-56** located at **680 QUEEN JULIANNA LANE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 2

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

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

- 27) **Case #2020-1143: Parcel #626-246** located at **3463 ROSEMARY AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cutting of grass & weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, fallen tree, tree limbs, wooden boards, crates, appliances, old furniture, old brick tires, Red Ford Truck, trailer with debris and tires.

- 28) **Case #2020-1145: Parcel #631-114** located at **1820 VENTURA DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 6

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

- 29) **Case #2020-1146: Parcel #209-132** located at **2616 GLENN STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 30) **Case #2020-1147: Parcel #610-150** located at **306 SAVANNA STREET**: After hearing testimony from owner Stephanie R Young, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded sixty (60) days to cure expiring August 30, 2020. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 31) **Case #2020-1149: Parcel #616-62** located at **2768 EMERALD DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 6

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

- 32) **Case #2020-1151: Parcel #616-102** located at **2668 SHANNON STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

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

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

- 34) **Case #2020-1154: Parcel #631-136** located at **1964 VENTURE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Board-up and secure house and cut grass, weeds, shrubbery, fence line, bushes, saplings, and remove trash and debris, fallen tree, wooden boards, crates, appliances, building materials, tree limbs, old furniture, old bricks, tires. Clean curbside

- 35) **Case #2020-1189: Parcel #642-197** located at **207 QUEEN ANNE LANE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Board-up and secure house and cut grass, weed, shrubbery, fence line, bushes, saplings and remove trash and debris, tree limbs, tree parts, tires.

- 36) **Case #2020-1190: Parcel #642-370** located at **361 QUEEN MARIE LANE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Board-up and secure house and cut grass, weed, shrubbery, fence line, bushes, saplings and remove trash and debris, tree limbs, tree parts, tires.

- 37) **Case #2020-1199: Parcel #309-210** located at **313 FORD AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 4

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, crates, tires and clean curbside.

- 38) **Case #2020-1201: Parcel #301-7** located at **1208 ELLIS AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cutting of grass, weeds, shrubbery, bushes, fence line, saplings and removing of trash and debris, crates and clean curbside.

- 39) **Case #2020-1203: Parcel #119-286** located at **342 ROSSLYN AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 4

Scope of Work: Cutting of grass, weeds and removing of trash and debris, wooden boards and clean curbside.

- 40) **Case #2020-1204: Parcel #119-284** located at **352 ROSSLYN AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, fallen tree, tree limbs, tree parts, wooden boards, crates, old



**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, AUGUST 18, 2020 10:00 A.M.**

**415**

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Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, wooden boards and clean curbside.

- 42) **Case #2020-1208: Parcel #626-28** located at **3431 ROSEMARY AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Board-up and secure house and cut grass, weeds shrubbery, fence line, bushes, saplings and remove trash and debris, fallen tree, tree limbs, tree parts, wooden boards, crates, appliances, building materials, furniture, bricks, tires and clean curbside.

- 43) **Case #2020-1210: Parcel #422-110** located at **3442 REDMOND AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board-up and secure house and cut grass, weeds, shrubbery, fence line, bushes, saplings and remove trash and debris, tree limbs, tires, tree parts, clean curbside, and remove white Chrysler van.

- 44) **Case #2020-1212: Parcel #128-88-1** located at **0 BRANDON AVENUE/LOT NORTH OF 718 BRANDON AVENUE**: After hearing testimony from owner Harvey Williams, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded fourteen (14) days to enter into repair agreement expiring July 14, 2020. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, tree limbs tree parts, tires and clean curbside.

- 45) **Case #2020-1213: Parcel #410-457** located at **3835 SKYLINE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, tree limbs, tree parts, tires and clean curbside.

- 46) **Case #2020-1215: Parcel #410-440** located at **0 SKYLINE DRIVE/LOT NORTH OF 3619 SKYLINE DRIVE**: After hearing testimony from owner James C Bryant St, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded fourteen (14) days to enter into repair agreement expiring July 14, 2020. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, tree limbs, tree parts, tires and clean curbside.

- 47) **Case #2020-1216: Parcel #639-112** located at **4393 WELOTA DRIVE**: After hearing testimony from owner Roy Brown, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded thirty (30) days to cure expiring August 1, 2020. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cutting of grass. weeds. shrubberv. fence line. bushes. saplings and

**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, AUGUST 18, 2020 10:00 A.M.**

416

48) **Case #2020-1217: Parcel #425-477 located at 3610 BRAME AVENUE:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board-up and secure house and cut grass, weeds, shrubbery, fence line, bushes, saplings, and remove trash and debris, tree limbs, tree parts and clean curbside.

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

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

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

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

**Council Member Priester** moved adoption; **Council Member Tillman** seconded.

Yeas – Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays – None.

Absent – Stokes.

The Notices of Hearing pursuant to Section 21-19-11 of the Mississippi Code, as it relates to each parcel of property, is incorporated herein in their entirety, and located in Public Notices, located in the Municipal Clerk Department of the City of Jackson, Mississippi.

\*\*\*\*\*

**RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN  
THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH,  
SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE  
MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD  
JULY 14, 2020 FOR THE FOLLOWING CASES:**

2020-1155	2020-1156	2020-1158	2020-1159	2020-1160	2020-1162
2020-1163	2020-1164	2020-1165	2020-1166	2020-1167	2020-1168
2020-1169	2020-1170	2020-1171	2020-1172	2020-1173	2020-1174
2020-1175	2020-1177	2020-1178	2020-1179	2020-1181	2020-1182
2020-1226	2020-1227	2020-1228	2020-1229	2020-1230	

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

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

**WHEREAS**, hearings were held on July 14, 2020; and

**WHEREAS**, the hearing officer determined that notice was provided in accordance with

**ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATIONS CRIME ANALYST; POLICE TECHNICIAN FOR THE JACKSON POLICE DEPARTMENT**

ICE OF THE CITY ATTORNEY

**WHEREAS**, the Jackson Police Department requested that the Department of Human Resources conduct a job analysis to create the classification, salary and job description of: Crime Analyst and Police Technician that is tailored to the Jackson Police Department; and

**WHEREAS**, the creation of these classifications is necessary to analyzing crime data and statistics; and monitoring, interpreting and reporting criminal activity; and

**WHEREAS**, the tasks performed by the **Crime Analyst** will be to research methods and techniques to identify and analyze raw information for the purpose of substantiating criminal patterns and/or trends and predictive analysis and **Police Technician** will be monitoring video cameras to detect criminal or suspicious activity, identify real life threats, and relaying information to police officers; and

**WHEREAS**, inquires, for the classifications of Crime Analyst and Police Technician that are specific to Jackson Police Department, were submitted to the following Southeastern cities; New Orleans, Louisiana, Baton Rouge, Louisiana and Little Rock, Arkansas; and

**WHEREAS**, the response from the Cities surveyed concerning the median salary paid for the position equivalent of the **Crime Analyst** was within the range of \$59,885.00-\$76,109.00 and **Police Technician** was within the range of \$35,673.00-\$41,299.00; and

**WHEREAS**, the best interest of the City of Jackson would be served by adding the following classifications to the current pay plan: Crime Analyst and Police Technician classifications at a salary comparable to the compensation paid by other Southeastern cities such as those cited; and

**WHEREAS**, it is recommended that the job classifications: **Crime Analyst** be added as a pay range 27 with annual compensation being between \$43,678.69-\$52,738.24 and **Police Technician** be added as a pay range 22 with annual compensation being between \$34,698.44-\$41,797.64; and

**WHEREAS**, the Jackson Police Department has informed the Department of Human Resources that they have the monies in their budget to cover the recommended positions that will be added to the compensation plan; and

**IT IS, THEREFORE, ORDERED** 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 **Crime Analyst** classification as a pay range of 27 with annual compensation being between \$43,678.69-\$52,738.24 and to add the **Police Technician** classification as a pay range of 22 with annual compensation being between \$34,698.44-\$41,797.64 to be effective immediately.

Adoption of Ordinance  
Agenda Item No.8  
October 11, 2022  
(T.Martin, Lumumba)

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

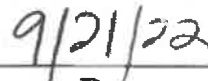
## OFFICE OF THE CITY ATTORNEY

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OFFICE OF THE CITY ATTORNEY

This **ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATIONS CRIME ANALYST; POLICE TECHNICIAN FOR THE JACKSON POLICE DEPARTMENT** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Catoria Martin, City Attorney**

  
\_\_\_\_\_  
**Date**

## MEMORANDUM

**TO:** Mayor Chokwe A. Lumumba

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

**DATE:** September 16, 2022

**RE:** **ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATIONS CRIME ANALYST; POLICE TECHNICIAN FOR THE JACKSON POLICE DEPARTMENT**

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James, Davis, Police Chief, requested that the Department of Human Resources conduct a *job analysis* for the creation of classifications of Crime Analyst and Police Technician.

**Purpose:** This job analysis was conducted to review the organization, salary and duties of Crime Analyst and Police Technician and make recommendations necessary for an efficient and effective operation.

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

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 **Crime Analyst** classification as a pay range of 27 with annual compensation being between \$43,678.69-\$52,738.24 and to add the **Police Technician** classification as a pay range of 22 with annual compensation being between \$34,698.44-\$41,797.64 to be effective immediately.

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

/tm

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** September 27, 2022  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>					
1.	<b>Brief Description/Purpose</b>	<b>ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATIONS CRIME ANALYST; POLICE TECHNICIAN FOR THE JACKSON POLICE DEPARTMENT</b>					
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	Change in City Government					
3.	<b>Who will be affected</b>	Jackson Police Department					
4.	<b>Benefits</b>						
5.	<b>Schedule (beginning date)</b>	Upon approval by the council					
6.	<b>Location:</b> § WARD  § CITYWIDE (yes or no) (area)  § Project limits if applicable	Citywide					
<input type="checkbox"/>	<b>Action implemented by:</b>	Department of Human Resources					
<input type="checkbox"/>	§ City Department						
7.	§ Consultant						
8.	<b>COST</b>	None					
<input type="checkbox"/>	<b>Source of Funding</b>	Not applicable					
<input type="checkbox"/>	§ General Fund						
<input type="checkbox"/>	§ Grant						
<input type="checkbox"/>	§ Bond						
9.	§ Other						
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
		—					

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CRUNCHTIME CONCESSIONS TO BOOK A 360 PHOTO BOOTH DURING THE COMMUNITY ARTS FESTIVAL ON OCTOBER 16, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF EIGHT HUNDRED AND SEVENTY-FIVE DOLLARS.**

OFFICE OF THE CITY ATTORNEY  
9/16/22  
A.M.

**WHEREAS**, Section 21-17-5 of the Mississippi Code vests the care, custody, and control of municipal property and affairs with the municipality; and

**WHEREAS**, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that are not inconsistent with the Mississippi Constitution of 1980, the Mississippi Code of 1972, and any other statute or law of the State of Mississippi; and

**WHEREAS**, the City of Jackson will host the Community Arts Festival at the Mississippi Museum of Art on October 16, 2022, from 5 p.m. to 9 p.m.; and

**WHEREAS**, the Community Arts Festival is a one-day festival purposed to highlight the City of Jackson's creative economic sector and to showcase opportunities within the City of Jackson; and

**WHEREAS**, the Chief Administrative Office recommends that the City of Jackson execute an agreement with Crunchtime Concessions to book a 360 photo booth, which includes on-site maintenance at the Mississippi Museum of Art on Sunday, October 16, 2022, during the Community Arts Festival; and

**WHEREAS**, Crunchtime Concessions will lease the 360 photo booth to the City of Jackson, which includes on-site maintenance at the Mississippi Museum of Art on Sunday, October 16, 2022, during the Community Arts Festival; and

**WHEREAS**, the Chief Administrative Office recommends that the City of Jackson executes an agreement with Crunchtime Concessions that will contain the following provisions:

1. **SCOPE OF SERVICES:** The Contractor will provide the City of Jackson with a 360 photo booth, which includes on-site maintenance, at the 2022 Community Arts Festival, Sunday, October 16, 2022, at the Mississippi Museum of Art.
2. **CONTRACT TERM:** The period of performance of services under this Contract shall be for one day, October 16, 2022.
3. **CONSIDERATION:** As consideration for the performance of services of this Contract, the Contractor shall be paid a fee not to exceed \$875.00 in accordance with the terms of this Contract. It is agreed that in no event shall the total compensation paid to Contractor exceed the specified amount in this paragraph.
4. **APPLICABLE LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi.

Agenda Item No. 11  
Agenda Date October 11, 2022  
(Wright, Lumumba)

The Contractor shall comply with applicable federal, state, and local City of Jackson ordinances, laws, and regulations.

5. **APPROVAL:** It is understood that this Agreement requires approval by the Jackson City Council, and if this Agreement is not approved by the Governing Authority/City Council, it is void, and no payment shall be made hereunder.

6. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

7. **EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual Agreement, the Contractor agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.

8. **MODIFICATION OR AMENDMENT:** Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing, signed by the parties hereto, and approved as required by the City Council and Mayor.

9. **NON-ASSIGNMENT AND SUBCONTRACTING:** The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Contractor named herein. Said Contractor understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.

10. **NON-WAIVER OF BREACH:** No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.

11. **PUBLIC RECORDS:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

12. **REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES:** The Contractor represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City



Council. The Contractor represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.

13. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

14. **TERMINATION:** Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any services completed satisfactorily before the date of termination.

15. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

**WHEREAS,** advertising and bidding requirements do not apply to a personal service contract under section 31-7-13 of the Mississippi Code of 1972, as amended; and

**WHEREAS,** the total cost to the City of Jackson for all services rendered will not exceed \$875.00 and will be paid from the *W.K. Kellogg Economic Pathways to Human Dignity* grant project; and

**WHEREAS,** the City of Jackson is authorized to utilize grant funds solely for the project's purpose, including expenses related to contractual services that are directly tracked to the grant.

**IT IS HEREBY ORDERED** that the Mayor is authorized to enter into an agreement with Jeremy Harper d/b/a Crunchtime Concession to book a 360 photo booth at the Mississippi Museum of Art on Sunday, October 16, 2022, during the Community Arts Festival, and authorizing payment in an amount not to exceed Eight Hundred Seventy-Five Dollars and No Cents (\$875.00), to highlight the City of Jackson's creative economic sector and to showcase opportunities within the City of Jackson.

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

**DATE: September 2, 2022**

POINTS		COMMENTS									
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CRUNCHTIME CONCESSIONS TO BOOK THE 360 PHOTO BOOTH DURING THE COMMUNITY ARTS FESTIVAL OCTOBER 16, 2022</b>									
2.	<b>Purpose</b>	1.To book the 360 photo booth, which includes on-site maintenance 2. To showcase the Creativity sector of the TECH JXN 2021 Conference and Festival									
3.	<b>Who will be affected</b>	City of Jackson									
4.	<b>Benefits</b>	Economic Development; Opportunities for citizens, businesses, visitors, prospective investors to observe the vibrant city that Jackson is.									
5.	<b>Schedule (beginning date)</b>	Upon Approval									
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no)</b> (area)  ▪ <b>Project limits if applicable</b>	Citywide									
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	CAO									
8.	<b>COST</b>	\$875.00									
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"/>	W.K.Kellogg Foundation Grant number PO131760									
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>

City Administrative Office

200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor

**From:** Louis Wright, City Administrative Officer

**Date:** September 2, 2022

**Subject:** **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CRUNCHTIME CONCESSIONS TO BOOK THE 360 PHOTO BOOTH DURING THE COMMUNITY ARTS FESTIVAL OCTOBER 16, 2022**

The attached agenda item which accompanies this memo requests that the City Council authorize the agreement with Crunchtime Concessions to book the 360 photo booth, which includes on-site maintenance at the Mississippi Museum of Art on Sunday, October 16, 2022 during the Community Arts Festival. The Community Arts Festival is a one-day festival at the Mississippi Museum of Art on October 16, 2022, purposed to highlight the City of Jackson's Creativity economic sector and to showcase opportunities within the City of Jackson. Crunchtime Concessions will be paid a total of \$875, and the funds will come be paid from the *W.K. Kellogg Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth*.

# Business Services

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 [Business Search \(https://corp.sos.ms.gov/corp/portal/c/page/corpbusinessidsearch/portal.aspx\)](https://corp.sos.ms.gov/corp/portal/c/page/corpbusinessidsearch/portal.aspx) | 
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 [Commercial Registered Agent \(https://corp.sos.ms.gov/corp/portal/c/page/corpcorregisteredsagent/portal.aspx\)](https://corp.sos.ms.gov/corp/portal/c/page/corpcorregisteredsagent/portal.aspx) | 
 [User Login \(https://corp.sos.ms.gov/corp/portal/c/page/login/portal.aspx\)](https://corp.sos.ms.gov/corp/portal/c/page/login/portal.aspx) | 
 [Filing Fees \(https://www.sos.ms.gov/content/documents/Business/FeeSchedule.pdf\)](https://www.sos.ms.gov/content/documents/Business/FeeSchedule.pdf)

## Business Search

Business Name	Business ID	Officer Name	Registered Agent
<b>Search Criteria</b>			
<input checked="" type="radio"/> Starting With <input type="radio"/> All Words <input type="radio"/> Any Words <input type="radio"/> Sounds Like <input type="radio"/> Exact Match			
Crunch Time Concessions LLC			
Business Name: Crunchtime	User Actions	Search	
<a href="#">View Filed Documents (#)</a>   <a href="#">Opt-in or Opt-out of Email updates (#)</a>   <a href="#">Print Business Details (#)</a>			
Search Type: Business Name	Search Sub-Type: Starting With	Search Thru Date: 09/13/2022	
Search Date: 09/15/2022 10:36	Criteria: Crunchtime	Name History	Result(s) Count: 5

## Business Name Search Results

Business Name (#)	Business ID	Business Information	Status (#)	Create Date (#)	Details (#)
Crunch Time Automotive LLC	1173308	Business Type: Limited Liability Company State: MS Effective Date: 02/09/2015	Good Standing	03/26/2019	<a href="#">Details (#)</a>
Crunch Time Concessions LLC	1061502	Business Type: Limited Liability Company Principal Office Address: 606 Herndon Hill Clinton, MS 39056	Good Standing	02/19/2015	<a href="#">Details (#)</a>
Crunch Time Event Rentals LLC	1104709	Business Type: Limited Liability Company (LLC) Name: Jeremy Harper	Good Standing	11/04/2016	<a href="#">Details (#)</a>
Crunch Time Prints LLC	1173308	Business Type: Limited Liability Company Principal Office Address: 1027 Melan Drive Jackson, MS 39209	Good Standing	03/26/2019	<a href="#">Details (#)</a>
Crunch Time Trucking, LLC	1258604	Business Type: Limited Liability Company (LLC) Name: Sedrick Johnson Principal Office Address: 308 Tulane Drive Clinton, MS 39056	Intent to Dissolve: AR	02/11/2021	<a href="#">Details (#)</a>

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 [Fees & Forms Directory \(https://www.sos.ms.gov/business-services/fee-forms-directory\)](https://www.sos.ms.gov/business-services/fee-forms-directory)

[32-County Tour \(https://www.sos.ms.gov/32-county-tour\)](https://www.sos.ms.gov/32-county-tour) | 
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 [YouTube \(https://www.youtube.com/channel/UCPjPPeFC4jW0XpuV\\_d1g\)](https://www.youtube.com/channel/UCPjPPeFC4jW0XpuV_d1g)

## **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement is made by and between the CITY OF JACKSON ("City") and Jeremy Harper d/b/a Crunchtime Concessions, ("Contractor"), located at 606 Herndon Hill, Clinton, Mississippi 39201, upon the following terms and conditions, to-wit:

1. **SCOPE OF SERVICES:** The Contractor will provide the City of Jackson with a 360 photo booth, which includes on-site maintenance, at the 2022 Community Arts Festival, Sunday, October 16, 2022, at the Mississippi Museum of Art.
2. **CONTRACT TERM:** The period of performance of services under this Contract shall be for one day, October 16, 2022.
3. **CONSIDERATION:** As consideration for the performance of services of this Contract, Contractor shall be paid a fee not to exceed \$875.00 in accordance with the terms of this Contract. It is agreed that in no event shall the total compensation paid to Contractor exceed the specified amount in this paragraph.
4. **APPLICABLE LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable federal, state, and local City of Jackson ordinances, laws, and regulations.
5. **APPROVAL:** It is understood that this Agreement requires approval by the Jackson City Council, and, if this Agreement is not approved by the Governing Authority/City Council, it is void, and no payment shall be made hereunder.
6. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.
7. **EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual Agreement, the Contractor agrees not to discriminate in any manner whatsoever, including, but

not limited to, hiring, termination/discharge, promotion/demotion, or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.

8. **MODIFICATION OR AMENDMENT:** Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing, signed by the parties hereto, and approved as required by the City Council and Mayor.
9. **NON-ASSIGNMENT AND SUBCONTRACTING:** The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Contractor named herein. Said Contractor understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.
10. **NON-WAIVER OF BREACH:** No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.
11. **PUBLIC RECORDS:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.
12. **REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES:** The Contractor represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Contractor represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.
13. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.
14. **TERMINATION:** Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of

such termination, the Contractor shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.

15. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of September \_\_\_\_\_, 2022.

The City of Jackson, Mississippi

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

Mayor Chokwe Antar Lumumba

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

Crunchtime Concessions

Date attested: \_\_\_\_\_

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

City Clerk



W.K.  
KELLOGG  
FOUNDATION

A Partner With Communities Where Children Come First

One Michigan Avenue East  
Battle Creek, MI 49017-4012

MAIN 269.968.1611  
FAX 269.968.0413

[www.wkellogg.org](http://www.wkellogg.org)

April 29, 2019

Dr. Robert Blaine  
Chief Administrative Officer  
City of Jackson  
206 S President St.  
Jackson, MS 39205

RE: P0131760 (Please refer to this P number in ALL correspondence/reports)

Dear Dr. Blaine:

The W.K. Kellogg Foundation ("Foundation") is pleased to award the City of Jackson ("Grantee") a grant in the amount of \$1,895,000 for the Grant Period of April 1, 2019, through March 31, 2022, to increase employment opportunities for low-income families of color through a stratified framework of workforce and economic development, job creation and employer engagement to achieve family economic security and regional prosperity. Grant funds shall be used solely as specified in the proposal submitted on April 22, 2019, which is incorporated herein by reference (the "Project") and in accordance with the following terms and conditions of this Grant Agreement ("Agreement").

- Budget, Reporting Period(s) and Expenditures:** Grant funds shall be used solely for the purpose of the Project and only as indicated in the approved line-item budget submitted by Grantee as specified below. Grantee must obtain advance written approval from the Foundation program officer for disbursements substantially deviating from this budget. Expenses directly tracked to the grant are allowed. The Personnel budget category should include only salaries, benefits and payroll taxes for individuals working directly on the Project. Expenses charged to the Personnel budget category must be based on actual time spent working directly on the Project and shall be tracked through the use of time sheets or time studies. In limited circumstances, indirect costs are permitted and require preapproval from your Foundation program officer. Indirect costs are expenditures for activities or services that are not directly tracked to the Project, but rather are an allocation or percentage of organization-wide expenses. If approved, indirect costs shall not exceed 15 percent of the total grant amount (excluding indirect costs). Indirect costs exceeding this percentage or not preapproved by your Foundation program officer may be disallowed. Expenses must be incurred against the budget and during the approved timeline of reporting [hereinafter incorporated by reference as "Reporting Period(s)"] as follows:

	4/1/19-3/31/20	4/1/20-3/31/21	4/1/21-3/31/22	Total
Personnel	\$140,000	\$460,000	\$460,000	\$1,060,000
Contractual Services	\$ 25,000	\$ 5,000	\$ 0	\$ 30,000
Evaluation	\$ 50,000	\$ 50,000	\$ 50,000	\$ 150,000
Meetings & Conferences	\$110,000	\$130,000	\$115,000	\$ 355,000
Travel	\$ 15,000	\$ 15,000	\$ 15,000	\$ 45,000



Sub-grants to partner CBOs	\$ 0	\$120,000	\$120,000	\$ 240,000
Indirect Costs - Office Supplies	\$ 5,000	\$ 5,000	\$ 5,000	\$ 15,000
Grand Total	\$345,000	\$785,000	\$765,000	\$1,895,000

2. **Payment:** Upon receipt of Grantee's signed acceptance of this Agreement, payment of \$345,000 will be made to Grantee. Successive payments are contingent upon receipt and approval of reports, as defined in the Reporting section, which demonstrate to the Foundation satisfactory progress of the stated objectives of the Project. The Foundation reserves the right to change or adjust the payment schedule of the grant at any time and will inform Grantee of such change.
3. **No Earmarking:** ~~Beyond the rights and obligations specifically stated in this Agreement, the Foundation disclaims any right to control or otherwise influence Grantee's use of these funds. Accordingly, the Foundation will not engage in earmarking any funds under this Agreement.~~
4. **Subgranting:** Subgranting occurs when Grantee provides Foundation funds in the form of a grant to one or more organizations that are selected by the Grantee. The Foundation retains no rights to select or veto ultimate recipients. Financial reporting on subgrants must be done on a cash basis.
5. **Accounting and Audit:** Grantee must maintain a separate accounting for this grant. This should be accomplished through the establishment of a separate general ledger account, fund or cost center. Grantee is encouraged to use all interest earned on grant funds to further the Project; however, a formal accounting of such income is not required. Grantee shall (i) maintain complete and accurate separate accounting, detailing receipts and expenditures made under the grant, and (ii) retain these records during the Grant Period and continuing at least four (4) years after receipt and acceptance of the final report. During this time, Grantee shall make such records available to the Foundation (or its designated representatives) for inspection or audit at the Foundation's expense and on reasonable notice to Grantee. The Foundation may also, at its expense and on reasonable notice to Grantee, monitor and evaluate operations under this grant, including on-site visits to observe Grantee's procedures and talk with Grantee's personnel.
6. **Reporting:** Within 45 days following the end of each Reporting Period, the Grantee will furnish to the Foundation program officer a report. The report will contain (i) a narrative report of what was accomplished by expenditure of the grant funds, (ii) an evaluation report and (iii) a financial statement reporting expenditures according to the approved grant budget. This reporting should be done using consistent accounting practices (cash or accrual) and should be certified only by an agent of the Grantee authorized to submit financial accounting on behalf of the Grantee. Failure to submit timely reports will result in delay in processing any subsequent payments to Grantee. A final report (which includes a narrative report and a financial statement of expenditures) is to be provided to the Foundation no later than three (3) months after the close of the final Reporting Period. Any unexpended funds remaining at the end of the final Reporting Period must be immediately returned to the Foundation, unless an extension has been approved in writing by the Foundation. Grantee agrees to provide the Foundation, upon request, a copy of all information relating to the results, findings or methods developed under the grant.
7. **Evaluation:** Evaluation is an essential integrated part of the Foundation's grantmaking, as we view evaluation as an important tool to track impact and to generate learning. For that, the Foundation supports Grantee's evaluation efforts to strengthen and/or build its internal organizational capacity to produce and use data and knowledge in advancing its work. The Foundation recommends that

Grantee consider developing an evaluation plan as a best practice so the evaluation activities and the reports will be guided by the plan. The evaluation reports created regarding the Project are to be submitted by the Grantee, in electronic format, along with Grantee's narrative and financial reports at the end of each Reporting Period.

8. **Legal and Tax Requirements:** Grantee represents and warrants to the Foundation that:
- A. Grantee is an organization in good standing, is either a governmental unit or an organization described in Section 501(c)(3) of the U.S. Internal Revenue Code ("Code"), and is not a "private foundation" within the meaning of Section 509(a) of the Code. Grantee will notify the Foundation immediately of any change in its tax status.
  - B. Grant funds may be expended only for charitable, educational, literary or scientific purposes. In no event will Grantee use grant funds or any income earned thereon:
    - a) To carry on propaganda or otherwise to attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Code).
    - b) To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code).
    - c) To make grants to individuals or to other organizations for travel, study or similar purpose that do not comply with the requirements of Section 4945(d)(3) or (4) of the Code.
    - d) To undertake any activity other than for a charitable, educational, literary or scientific purpose specified in Section 170(c)(2)(B) of the Code.
  - C. Grantee agrees that any subgrant utilizing funds from this grant must only be made to a governmental unit or an organization described in Section 501(c)(3) of the Code and which is not a "private foundation" within the meaning of Section 509(a) of the Code.
  - D. No part of the grant can inure to the benefit of any private person or entity in violation of Section 501(c)(3) and 4941 of the Code, including, but not limited to, any Foundation trustee, officer, employee, or his/her spouse, children, grandchildren, and great grandchildren or their respective spouses for any purpose.
  - E. Any payments made to or on behalf of any United States government official (federal, state, or local) in connection with this grant shall be limited to actual transportation costs solely within the United States plus an amount for related expenses (hotel, meals, etc.) at a rate not exceeding the standard per diem rate established by the U.S. General Services Administration.
  - F. Grantee is permitted under all applicable laws, ordinances, rules, and policies, including those concerning government ethics, to conduct the Project under the terms and conditions of this Agreement and to accept and use resources from the Foundation for such purposes.
  - G. Grantee agrees to conduct the Project in a manner that complies with all applicable laws, ordinances, rules, and policies.
  - H. Grantee has obtained all necessary approvals from State and City attorneys, ethics bodies, and other authorities necessary to ensure that it may conduct the Project under the terms and conditions of this Agreement and accept and use resources from the Foundation for such purposes.

1. Communications between the Foundation and Grantee that are related to this Agreement or that are related to the Project do not constitute lobbying within the meaning of Mississippi Code. Annotated § 5-8-1.
  
9. **Patriot Act Compliance:** Grantee certifies that Foundation funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders including, but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224. Furthermore, Grantee agrees to ensure that any Foundation funds, either directly or through a subgrant, will not be disbursed to any organization or individual listed on the United States Government's Terrorist Exclusion List or the Office of Foreign Assets Control (OFAC) Specially Designated Nationals & Blocked Persons List. In addition, Grantee takes reasonable steps to ensure that its board, staff and subgrantees have no dealings whatsoever with known terrorist organizations.
  
10. **Ownership and Royalties:** Grantee and/or its subgrantee(s) will own all right, title and interest in and to all intellectual property, inventions, work products and works of authorship, including but not limited to literary and artistic works, products, materials, information and computer software, created or developed as a result of this grant (the "Developed Materials"). Grantee hereby grants to the Foundation, and shall ensure that each subgrantee grants to the Foundation, a perpetual, irrevocable, worldwide, royalty-free, non-exclusive right and license, with the right to grant sublicenses, to use, publish, distribute, display, perform, reproduce, copy, modify and prepare derivative works based upon the Developed Materials for non-commercial purposes. Grantee shall provide and cause each subgrantee to provide to the Foundation such further instruments as the Foundation may request to evidence, establish, maintain, or protect the Foundation's license rights. Any moneys realized by the Grantee or any subgrantee from sales or licenses of the intellectual property created or developed from this grant must be utilized exclusively for educational and charitable purposes and shall not inure to the personal benefit of any individual or noncharitable entity.
  
11. **Termination/Repayment of Grant Funds:** The Foundation reserves the right to discontinue funding and terminate the grant at any time if the Foundation determines, in its sole discretion, that: (i) it is not satisfied with the progress of the grant or the content of any written report, (ii) grant funds are not being used by Grantee or any subgrantee in an effective and efficient manner to further the grant's purpose or (iii) Grantee or any subgrantee has otherwise failed to comply with the terms of this Agreement. In the event the Foundation makes any such determination, the Foundation shall have the right to (i) discontinue any further payments to Grantee (under this or any other agreement the Foundation may have with Grantee), (ii) direct Grantee to repay to the Foundation any grant funds not used in accordance with this agreement and (iii) set-off any funds owing to the Foundation by Grantee under this agreement against funds the Foundation may owe Grantee under any other agreement.
  
12. **Release and Indemnity:** To the fullest extent permitted by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, trustees, employees, representatives and agents from and against any and all claims, demands, suits, damages, liabilities, injuries (personal or bodily), property damage, causes of action, losses, judgments, costs, expenses and penalties, including, without limitation, court costs and attorney's fees, arising out of (directly or indirectly) or related in any way to the negligent or wrongful acts or omissions of Grantee or any Grantee director, officer, employee, subgrantee, contractor or agent in connection with this

grant or Project, except to the extent resulting from the negligent or wrongful acts or omissions of the Foundation.

13. **Equal Opportunity:** The Foundation gives high priority to the realization of equality of opportunity for all members of society and strongly encourages diversity by the Grantee in all aspects of the Project and throughout all levels of the organization.
14. **Assignment Clause:** This Agreement, or any of the rights, obligations or funds awarded under this Agreement, may not be assigned without the Foundation's prior written consent. An assignment includes (i) any transfer of the Project; (ii) an assignment by operation of law, including a merger or consolidation; or (iii) the sale or transfer of all or substantially all of Grantee's assets.
15. **Use of Logo/Letterhead/Copyright:** The name, logo, letterhead or any item copyrighted by the Foundation may not be used by Grantee or any subgrantee without the written permission from the Foundation's communications department.
16. **Governing Law and Compliance:** This Agreement will be governed by and construed in accordance with the laws of the state of Michigan, with jurisdiction in the State and Federal Courts of Michigan. Grantee and all subgrantees will comply with all applicable local, state and federal laws and regulations.
17. **Entire Agreement, Severability and Amendment:** This Agreement contains the entire agreement between the Foundation and the Grantee relating to the subject matter hereof and supersedes all prior and contemporaneous negotiations, correspondence, understandings and agreements between the parties relating to the subject matter hereof. This Agreement may be modified or amended only by mutual written consent of the parties. In the event of any conflicting terms between this Agreement and the Project, this Agreement will supersede and govern. The Foundation's waiver or failure to enforce the terms and conditions of this Agreement in one instance shall not constitute a waiver of its rights hereunder with respect to other violations of this Agreement.
18. **Grantee Contact Information:** Grantee has indicated the following individuals hold key roles for this Project. Grantee shall provide written notification to the Foundation of any changes:

Legal Designee: Robert Blaine, Chief Administrative Officer  
Financial Designee: LaaWanda Horton, Director of Finance  
Project Director: Robert Blaine, Chief Administrative Officer

19. **Foundation Contact Information:** Your Foundation contact information for this grant is as follows:

Program Officer: Paula R. Sammons, PRS@wkkf.org  
Grant Support: Robyn Villanueva Keller, robyn.keller@wkkf.org, (269) 969-2661

If you have any questions about the terms or conditions of this Agreement, please contact Kristin Duffy directly at (269) 969-2095 or kristin.duffy@wkkf.org. On behalf of the Foundation, I extend every good wish for the success of this effort.

Sincerely,

DocuSigned by:  
*Ann C. Sherzer*  
D:AD99129542456  
ANN C. Sherzer

Grants & Contracts Sr. Manager/Staff Attorney

As an authorized representative of the City of Jackson, Robert Blaine, Chief Administrative Officer, agrees to the terms and conditions of this Agreement.

Signature of Grantee:

DocuSigned by:  
*Robert Blaine*  
D:713238C7A92418  
Robert Blaine

4/29/2019



*A Partner With Communities Where Children Come First*

One Michigan Avenue East  
Battle Creek, MI 49017-4012

MAIN 269.968.1611  
FAX 269.968.0413

[wkkf.org](http://wkkf.org)

June 28, 2022

Jhai Keeton  
Deputy Director of Economic Development  
City of Jackson  
200 S. President St.  
Jackson, Mississippi 39205

RE: P-P0131760-2019 (Please refer to this number when writing to the W.K. Kellogg Foundation about this project.)

Dear Jhai Keeton:

The agreement dated April 29, 2019 ("Agreement"), between the W.K. Kellogg Foundation ("Foundation") and City of Jackson ("Grantee") is hereby amended as stated below. The purpose of the grant is to increase employment opportunities for low-income families of color through a stratified framework of workforce and economic development, job creation and employer engagement to achieve family economic security and regional prosperity. This letter of amendment ("Amendment") is based on the amendment request reference number P-P0131760-2019 ("Amendment Request"), submitted to the Foundation via its grantee portal.

This Amendment provides an extension of the Grant Period through September 30, 2023. This amendment does not in any way increase the Foundation's commitment. As a reminder, reports for the period ending March 31, 2022, are due now. The budget for the remaining Reporting Period of April 1, 2022, through September 30, 2023, will be established after financial reporting has been submitted and approved by the Foundation program officer.

This Amendment may be executed in counterparts, and each counterpart will be deemed an original and all of which taken together will constitute one signed agreement between the parties. Such counterparts may be delivered in electronic format, including by facsimile, email or other transmission method, and such electronic delivery of an executed counterpart signature page to this Amendment shall be as effective as physical delivery of a manually executed counterpart. To the fullest extent permitted by law, any electronic signature to this Amendment shall have the same legal validity and enforceability as a manual signature, and the parties hereby waive any objection thereto. Minor variations in the form of the signature page, including footers from earlier versions of this Amendment, shall be disregarded in determining a party's intent or the effectiveness of such signature.

This Amendment will be governed by and construed in accordance with the governing laws set forth in the Agreement. All other terms and conditions contained in the Agreement continue to apply for the life of the grant. All capitalized terms used but not defined in this Amendment shall have the meaning given in the Agreement.

If you have any questions about the terms or conditions of this Amendment, please contact Grant Services at (269) 969-2330 or [grantservices@wkkf.org](mailto:grantservices@wkkf.org). On behalf of the Foundation, I extend every good wish for the continued success of this effort.

Sincerely,



Emily Sheffieck  
Grant Analyst





Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY  
9/21/22  
S.M.

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CRUNCHTIME CONCESSIONS TO BOOK A 360 PHOTO BOOTH DURING THE COMMUNITY ARTS FESTIVAL ON OCTOBER 16, 2022 AND AUTHORIZING PAYMENT IN THE AMOUNT OF EIGHT HUNDRED AND SEVENTY-FIVE DOLLARS is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney *S.M.*

9/21/22  
Date



OFFICE OF THE CITY ATTORNEY  
A.W.M.  
10/11/22

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CRUNCHTIME CONCESSIONS TO BOOK A 360 PHOTO BOOTH AND CLASSIC PHOTO BOOTH FOR THE TECH JXN 2022 CONFERENCE ON NOVEMBER 18, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED AND SEVENTY-FIVE DOLLARS TO CRUNCHTIME CONCESSIONS.**

**WHEREAS**, Section 21-17-5 of the Mississippi Code vests the care, custody, and control of municipal property and affairs with the municipality; and

**WHEREAS**, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that are not inconsistent with the Mississippi Constitution of 1980, the Mississippi Code of 1972, and any other statute or law of the State of Mississippi; and

**WHEREAS**, the City of Jackson will host the TECH JXN 2022 conference and Festival, a two-day event at the Jackson Convention Complex on November 17 – 18, 2022, purposed to highlight the City of Jackson’s economic sectors and to showcase opportunities within the City of Jackson; and

**WHEREAS**, the Chief Administrative Office recommends the City of Jackson execute an agreement with Crunchtime Concessions to book a 360 photo booth and classic photo booth, which includes on-site maintenance, at the Jackson Convention Complex on Friday, November 18, 2022, during TECH JXN 2022 conference; and

**WHEREAS**, Crunchtime Concessions will lease the 360 photo booth and Classic photo booth, which includes on-site maintenance at the Jackson Convention Complex on Friday, November 18, 2022, during TECH JXN 2022; and

**WHEREAS**, the Chief Administrative Office recommends that the City of Jackson executes an agreement with Crunchtime Concessions that will contain the following provisions:

**SCOPE OF SERVICES:** The Contractor will provide the following described services to the city at the TECH JXN 2022 conference and Festival, Friday, November 18, 2022, at the Jackson Convention Complex to-wit: Crunchtime Concessions will be leasing the 360 photo booth and the Classic photo booth, which includes on-site maintenance.

**CONTRACT TERM:** The period of performance of services under this Contract shall be for one day, November 18, 2022.

**COMPENSATION:** As consideration for the performance of services of this Contract, Contractor shall be paid a fee not to exceed \$1575.00 in accordance with the terms of this Contract. It is agreed that in no event shall the total compensation paid to Contractor exceed the specified amount in this paragraph.

Agenda Item No. 12  
Agenda Date October 11, 2022  
(Wright, Lumumba)

**APPLICABLE LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable federal, state, and local City of Jackson ordinances, laws, and regulations.

**APPROVAL:** It is understood that if this Agreement requires approval by the Governing Authority/City Council and IF this Agreement is not approved by the Governing Authority/City Council, it is void, and no payment shall be made hereunder.

**AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

**EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual Agreement, the Contractor agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and conditions of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.

**MODIFICATION OR AMENDMENT:** Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing, signed by the parties hereto, and approved as required by the City Council and Mayor.

**NON-ASSIGNMENT AND SUBCONTRACTING:** The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Contractor named herein. Said Contractor understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.

**NON-WAIVER OF BREACH:** No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of

any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.

**PUBLIC RECORDS:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

**REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES:**

The Contractor represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Contractor represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.

**SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

**TERMINATION:** Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any services completed satisfactorily before the date of termination.

**WHEREAS,** advertising and bidding requirements do not apply to a personal service contract under section 31-7-13 of the Mississippi Code of 1972, as amended; and

**WHEREAS,** the total cost to the City of Jackson for all services rendered will not exceed \$1,575.00 and will be paid from the *W.K. Kellogg Economic Pathways to Human Dignity* grant project; and

**WHEREAS,** the City of Jackson is authorized to utilize grant funds solely for the project's purpose, including expenses related to contractual services that are directly tracked to the grant.

**IT IS HERBY ORDERED** that the Mayor is authorized to enter into an agreement with Crunchtime Concession to book a 360 photo booth and classic photo booth at the Jackson Convention Complex on Friday, November 18, 2022, during TECH JXN 2022 conference, and authorized to make a payment in an amount not to exceed One Thousand Five Hundred Seventy-Five Dollars and No Cents

(\$1,575.00) to Crunchtime Concessions, which will be paid out of the funds for the W.K. Kellogg Foundation grant.

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

**DATE: September 12, 2022**

POINTS		COMMENTS								
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CRUNCHTIME CONCESSIONS TO BOOK THE 360 PHOTO BOOTH AND CLASSIC PHOTO BOOTH DURING TECH JXN 2022 NOVEMBER 18, 2022</b>								
2.	<b>Purpose</b>	1. To lease 360 photo booth and Classic photo booth								
3.	<b>Who will be affected</b>	City of Jackson								
4.	<b>Benefits</b>	Economic Development; Opportunities for citizens, businesses, visitors, prospective investors to observe the vibrant city that Jackson is.								
5.	<b>Schedule (beginning date)</b>	Upon 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 type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	CAO								
8.	<b>COST</b>	\$1575								
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"/>	W.K.Kellogg Foundation Grant number PO131760								
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>

**City Administrative Office**

200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor

**From:** Louis Wright, City Administrative Officer

**Date:** September 12, 2022

**Subject:** **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CRUNCHTIME CONCESSIONS TO BOOK THE 360 PHOTO BOOTH AND CLASSIC PHOTO BOOTH DURING TECH JXN 2022 NOVEMBER 18, 2022**

The attached agenda item which accompanies this memo requests that the City Council authorize the agreement with Crunchtime Concessions to book the 360 photo booth and Classic photo booth, which includes on-site maintenance at the Jackson Convention Complex on Friday, November 18, 2022 during TECH JXN 2022 Conference and Festival. TECH JXN 2022 is a two-day conference and festival at the Jackson Convention Complex on Thursday, November 17 – Friday, November 18, 2022, purposed to highlight the City of Jackson’s economic sectors and to showcase opportunities within the City of Jackson. Crunchtime Concessions will be paid a total of \$1575, and the funds will come be paid from the *W.K. Kellogg Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth*.





# QUOTE

DATE: 8-4-22

Jeremy Harper  
606 Herndon Hill  
Clinton, MS 39056

TO Yika Hoover  
[thoover@jacksonms.gov](mailto:thoover@jacksonms.gov)  
200 South President Street  
Jackson, MS 39201  
601-960-1611

SALESPERSON	TYPE	PAYMENT TERMS	DUE DATE
Jeremy	Daytime	Check	11-18-22

TIME	DESCRIPTION	UNIT PRICE	LINE TOTAL
11/18 9:00am-2:00pm	360 Photo Booth	\$175.00	\$875.00
	Classic Photo Booth	\$140.00	\$700.00
		<b>SUBTOTAL</b>	<b>\$1575.00</b>
		<b>SALES TAX</b>	
		<b>TOTAL</b>	<b>\$1575.00</b>

THANK YOU FOR YOUR BUSINESS!

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Contract ("Contract") is made by and between the CITY OF JACKSON ("City") and Jeremy Harper dba Crunchtime Concessions, ("Contractor") upon the following terms and conditions, to-wit:

1. **SCOPE OF SERVICES:** The Contractor will provide the following described services to the city at the TECH JXN 2022 Conference and Festival, Friday, November 18, 2022, at the Jackson Convention Complex to-wit: Crunchtime Concessions will be leasing the 360 photo booth and the Classic photo booth, which includes on-site maintenance.
2. **CONTRACT TERM:** The period of performance of services under this Contract shall be for one day, November 18, 2022.
3. **COMPENSATION:** As consideration for the performance of services of this Contract, Contractor shall be paid a fee not to exceed \$1575.00 in accordance with the terms of this Contract. It is agreed that in no event shall the total compensation paid to Contractor exceed the specified amount in this paragraph.
4. **APPLICABLE LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable federal, state, and local City of Jackson ordinances, laws, and regulations.
5. **APPROVAL:** It is understood that if this Agreement requires approval by the Governing Authority/City Council and IF this Agreement is not approved by the Governing Authority/City Council, it is void, and no payment shall be made hereunder.
6. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal

services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

7. **EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual Agreement, the Contractor agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.
8. **MODIFICATION OR AMENDMENT:** Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing, signed by the parties hereto, and approved as required by the City Council and Mayor.
9. **NON-ASSIGNMENT AND SUBCONTRACTING:** The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Contractor named herein. Said Contractor understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.
10. **NON-WAIVER OF BREACH:** No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.
11. **PUBLIC RECORDS:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.
12. **REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES:** The Contractor represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Contractor represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.
13. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of

Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

14. **TERMINATION:** Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.

15. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of October \_\_\_\_\_, 2022.

The City of Jackson, Mississippi

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

Mayor Chokwe Antar Lumumba

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

Crunchtime Concessions

Date attested: \_\_\_\_\_

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

City Clerk



A Partner With Communities Where Children Come First

One Michigan Avenue East  
Battle Creek, MI 49017-4012

MAIN 269.968.1611  
FAX 269.968.0413

wkcf.org

April 29, 2019

Dr. Robert Blaine  
Chief Administrative Officer  
City of Jackson  
206 S President St.  
Jackson, MS 39205

RE: P0131760 (Please refer to this P number in ALL correspondence/reports)

Dear Dr. Blaine:

The W.K. Kellogg Foundation ("Foundation") is pleased to award the City of Jackson ("Grantee") a grant in the amount of \$1,895,000 for the Grant Period of April 1, 2019, through March 31, 2022, to increase employment opportunities for low-income families of color through a stratified framework of workforce and economic development, job creation and employer engagement to achieve family economic security and regional prosperity. Grant funds shall be used solely as specified in the proposal submitted on April 22, 2019, which is incorporated herein by reference (the "Project") and in accordance with the following terms and conditions of this Grant Agreement ("Agreement").

- Budget, Reporting Period(s) and Expenditures:** Grant funds shall be used solely for the purpose of the Project and only as indicated in the approved line-item budget submitted by Grantee as specified below. Grantee must obtain advance written approval from the Foundation program officer for disbursements substantially deviating from this budget. Expenses directly tracked to the grant are allowed. The Personnel budget category should include only salaries, benefits and payroll taxes for individuals working directly on the Project. Expenses charged to the Personnel budget category must be based on actual time spent working directly on the Project and shall be tracked through the use of time sheets or time studies. In limited circumstances, indirect costs are permitted and require preapproval from your Foundation program officer. Indirect costs are expenditures for activities or services that are not directly tracked to the Project, but rather are an allocation or percentage of organization-wide expenses. If approved, indirect costs shall not exceed 15 percent of the total grant amount (excluding indirect costs). Indirect costs exceeding this percentage or not preapproved by your Foundation program officer may be disallowed. Expenses must be incurred against the budget and during the approved timeline of reporting [hereinafter incorporated by reference as "Reporting Period(s)"] as follows:

	4/1/19-3/31/20	4/1/20-3/31/21	4/1/21-3/31/22	Total
Personnel	\$140,000	\$460,000	\$460,000	\$1,060,000
Contractual Services	\$ 25,000	\$ 5,000	\$ 0	\$ 30,000
Evaluation	\$ 50,000	\$ 50,000	\$ 50,000	\$ 150,000
Meetings & Conferences	\$110,000	\$130,000	\$115,000	\$ 355,000
Travel	\$ 15,000	\$ 15,000	\$ 15,000	\$ 45,000

Sub-grants to partner CBOs	\$ 0	\$120,000	\$120,000	\$ 240,000
Indirect Costs - Office Supplies	\$ 5,000	\$ 5,000	\$ 5,000	\$ 15,000
Grand Total	\$345,000	\$785,000	\$765,000	\$1,895,000

2. **Payment:** Upon receipt of Grantee’s signed acceptance of this Agreement, payment of \$345,000 will be made to Grantee. Successive payments are contingent upon receipt and approval of reports, as defined in the Reporting section, which demonstrate to the Foundation satisfactory progress of the stated objectives of the Project. The Foundation reserves the right to change or adjust the payment schedule of the grant at any time and will inform Grantee of such change.
3. **No Earmarking:** Beyond the rights and obligations specifically stated in this Agreement, the Foundation disclaims any right to control or otherwise influence Grantee’s use of these funds. Accordingly, the Foundation will not engage in earmarking any funds under this Agreement.
4. **Subgranting:** Subgranting occurs when Grantee provides Foundation funds in the form of a grant to one or more organizations that are selected by the Grantee. The Foundation retains no rights to select or veto ultimate recipients. Financial reporting on subgrants must be done on a cash basis.
5. **Accounting and Audit:** Grantee must maintain a separate accounting for this grant. This should be accomplished through the establishment of a separate general ledger account, fund or cost center. Grantee is encouraged to use all interest earned on grant funds to further the Project; however, a formal accounting of such income is not required. Grantee shall (i) maintain complete and accurate separate accounting, detailing receipts and expenditures made under the grant, and (ii) retain these records during the Grant Period and continuing at least four (4) years after receipt and acceptance of the final report. During this time, Grantee shall make such records available to the Foundation (or its designated representatives) for inspection or audit at the Foundation’s expense and on reasonable notice to Grantee. The Foundation may also, at its expense and on reasonable notice to Grantee, monitor and evaluate operations under this grant, including on-site visits to observe Grantee’s procedures and talk with Grantee’s personnel.
6. **Reporting:** Within 45 days following the end of each Reporting Period, the Grantee will furnish to the Foundation program officer a report. The report will contain (i) a narrative report of what was accomplished by expenditure of the grant funds, (ii) an evaluation report and (iii) a financial statement reporting expenditures according to the approved grant budget. This reporting should be done using consistent accounting practices (cash or accrual) and should be certified only by an agent of the Grantee authorized to submit financial accounting on behalf of the Grantee. Failure to submit timely reports will result in delay in processing any subsequent payments to Grantee. A final report (which includes a narrative report and a financial statement of expenditures) is to be provided to the Foundation no later than three (3) months after the close of the final Reporting Period. Any unexpended funds remaining at the end of the final Reporting Period must be immediately returned to the Foundation, unless an extension has been approved in writing by the Foundation. Grantee agrees to provide the Foundation, upon request, a copy of all information relating to the results, findings or methods developed under the grant.
7. **Evaluation:** Evaluation is an essential integrated part of the Foundation’s grantmaking, as we view evaluation as an important tool to track impact and to generate learning. For that, the Foundation supports Grantee’s evaluation efforts to strengthen and/or build its internal organizational capacity to produce and use data and knowledge in advancing its work. The Foundation recommends that

Grantee consider developing an evaluation plan as a best practice so the evaluation activities and the reports will be guided by the plan. The evaluation reports created regarding the Project are to be submitted by the Grantee, in electronic format, along with Grantee's narrative and financial reports at the end of each Reporting Period.

8. **Legal and Tax Requirements:** Grantee represents and warrants to the Foundation that:
- A. Grantee is an organization in good standing, is either a governmental unit or an organization described in Section 501(c)(3) of the U.S. Internal Revenue Code ("Code"), and is not a "private foundation" within the meaning of Section 509(a) of the Code. Grantee will notify the Foundation immediately of any change in its tax status.
  - B. Grant funds may be expended only for charitable, educational, literary or scientific purposes. In no event will Grantee use grant funds or any income earned thereon:
    - a) To carry on propaganda or otherwise to attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Code).
    - b) To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code).
    - c) To make grants to individuals or to other organizations for travel, study or similar purpose that do not comply with the requirements of Section 4945(d)(3) or (4) of the Code.
    - d) To undertake any activity other than for a charitable, educational, literary or scientific purpose specified in Section 170(c)(2)(B) of the Code.
  - C. Grantee agrees that any subgrant utilizing funds from this grant must only be made to a governmental unit or an organization described in Section 501(c)(3) of the Code and which is not a "private foundation" within the meaning of Section 509(a) of the Code.
  - D. No part of the grant can inure to the benefit of any private person or entity in violation of Section 501(c)(3) and 4941 of the Code, including, but not limited to, any Foundation trustee, officer, employee, or his/her spouse, children, grandchildren, and great grandchildren or their respective spouses for any purpose.
  - E. Any payments made to or on behalf of any United States government official (federal, state, or local) in connection with this grant shall be limited to actual transportation costs solely within the United States plus an amount for related expenses (hotel, meals, etc.) at a rate not exceeding the standard per diem rate established by the U.S. General Services Administration.
  - F. Grantee is permitted under all applicable laws, ordinances, rules, and policies, including those concerning government ethics, to conduct the Project under the terms and conditions of this Agreement and to accept and use resources from the Foundation for such purposes.
  - G. Grantee agrees to conduct the Project in a manner that complies with all applicable laws, ordinances, rules, and policies.
  - H. Grantee has obtained all necessary approvals from State and City attorneys, ethics bodies, and other authorities necessary to ensure that it may conduct the Project under the terms and conditions of this Agreement and accept and use resources from the Foundation for such purposes.

1. Communications between the Foundation and Grantee that are related to this Agreement or that are related to the Project do not constitute lobbying within the meaning of Mississippi Code. Annotated § 5-8-1.
  
9. **Patriot Act Compliance:** Grantee certifies that Foundation funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders including, but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224. Furthermore, Grantee agrees to ensure that any Foundation funds, either directly or through a subgrant, will not be disbursed to any organization or individual listed on the United States Government's Terrorist Exclusion List or the Office of Foreign Assets Control (OFAC) Specially Designated Nationals & Blocked Persons List. In addition, Grantee takes reasonable steps to ensure that its board, staff and subgrantees have no dealings whatsoever with known terrorist organizations.
  
10. **Ownership and Royalties:** Grantee and/or its subgrantee(s) will own all right, title and interest in and to all intellectual property, inventions, work products and works of authorship, including but not limited to literary and artistic works, products, materials, information and computer software, created or developed as a result of this grant (the "Developed Materials"). Grantee hereby grants to the Foundation, and shall ensure that each subgrantee grants to the Foundation, a perpetual, irrevocable, worldwide, royalty-free, non-exclusive right and license, with the right to grant sublicenses, to use, publish, distribute, display, perform, reproduce, copy, modify and prepare derivative works based upon the Developed Materials for non-commercial purposes. Grantee shall provide and cause each subgrantee to provide to the Foundation such further instruments as the Foundation may request to evidence, establish, maintain, or protect the Foundation's license rights. Any moneys realized by the Grantee or any subgrantee from sales or licenses of the intellectual property created or developed from this grant must be utilized exclusively for educational and charitable purposes and shall not inure to the personal benefit of any individual or noncharitable entity.
  
11. **Termination/Repayment of Grant Funds:** The Foundation reserves the right to discontinue funding and terminate the grant at any time if the Foundation determines, in its sole discretion, that: (i) it is not satisfied with the progress of the grant or the content of any written report, (ii) grant funds are not being used by Grantee or any subgrantee in an effective and efficient manner to further the grant's purpose or (iii) Grantee or any subgrantee has otherwise failed to comply with the terms of this Agreement. In the event the Foundation makes any such determination, the Foundation shall have the right to (i) discontinue any further payments to Grantee (under this or any other agreement the Foundation may have with Grantee), (ii) direct Grantee to repay to the Foundation any grant funds not used in accordance with this agreement and (iii) set-off any funds owing to the Foundation by Grantee under this agreement against funds the Foundation may owe Grantee under any other agreement.
  
12. **Release and Indemnity:** To the fullest extent permitted by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, trustees, employees, representatives and agents from and against any and all claims, demands, suits, damages, liabilities, injuries (personal or bodily), property damage, causes of action, losses, judgments, costs, expenses and penalties, including, without limitation, court costs and attorney's fees, arising out of (directly or indirectly) or related in any way to the negligent or wrongful acts or omissions of Grantee or any Grantee director, officer, employee, subgrantee, contractor or agent in connection with this



grant or Project, except to the extent resulting from the negligent or wrongful acts or omissions of the Foundation.

13. **Equal Opportunity:** The Foundation gives high priority to the realization of equality of opportunity for all members of society and strongly encourages diversity by the Grantee in all aspects of the Project and throughout all levels of the organization.
14. **Assignment Clause:** This Agreement, or any of the rights, obligations or funds awarded under this Agreement, may not be assigned without the Foundation's prior written consent. An assignment includes (i) any transfer of the Project; (ii) an assignment by operation of law, including a merger or consolidation; or (iii) the sale or transfer of all or substantially all of Grantee's assets.
15. **Use of Logo/Letterhead/Copyright:** The name, logo, letterhead or any item copyrighted by the Foundation may not be used by Grantee or any subgrantee without the written permission from the Foundation's communications department.
16. **Governing Law and Compliance:** This Agreement will be governed by and construed in accordance with the laws of the state of Michigan, with jurisdiction in the State and Federal Courts of Michigan. Grantee and all subgrantees will comply with all applicable local, state and federal laws and regulations.
17. **Entire Agreement, Severability and Amendment:** This Agreement contains the entire agreement between the Foundation and the Grantee relating to the subject matter hereof and supersedes all prior and contemporaneous negotiations, correspondence, understandings and agreements between the parties relating to the subject matter hereof. This Agreement may be modified or amended only by mutual written consent of the parties. In the event of any conflicting terms between this Agreement and the Project, this Agreement will supersede and govern. The Foundation's waiver or failure to enforce the terms and conditions of this Agreement in one instance shall not constitute a waiver of its rights hereunder with respect to other violations of this Agreement.
18. **Grantee Contact Information:** Grantee has indicated the following individuals hold key roles for this Project. Grantee shall provide written notification to the Foundation of any changes:

Legal Designee: Robert Blaine, Chief Administrative Officer  
Financial Designee: LaaWanda Horton, Director of Finance  
Project Director: Robert Blaine, Chief Administrative Officer

19. **Foundation Contact Information:** Your Foundation contact information for this grant is as follows:

Program Officer: Paula R. Sammons, PRS@wkkf.org  
Grant Support: Robyn Villanueva Keller, robyn.keller@wkkf.org, (269) 969-2661

If you have any questions about the terms or conditions of this Agreement, please contact Kristin Duffy directly at (269) 969-2095 or kristin.duffy@wkkf.org. On behalf of the Foundation, I extend every good wish for the success of this effort.

Sincerely,

DocuSigned by:  
*Ann C. Sherzer*  
ID: 7A969125542458  
Ann C. Sherzer

Grants & Contracts Sr. Manager/Staff Attorney

As an authorized representative of the City of Jackson, Robert Blaine, Chief Administrative Officer, agrees to the terms and conditions of this Agreement.

Signature of Grantee:

DocuSigned by:  
*Robert Blaine*  
4/29/2019  
Robert Blaine



W.K.  
KELLOGG  
FOUNDATION

*A Partner With Communities Where Children Come First*

One Michigan Avenue East  
Battle Creek, MI 49017-4012

MAIN 269.968.1611  
FAX 269.968.0413

[wkkf.org](http://wkkf.org)

June 28, 2022

Jhai Keeton  
Deputy Director of Economic Development  
City of Jackson  
200 S. President St.  
Jackson, Mississippi 39205

RE: P-P0131760-2019 (Please refer to this number when writing to the W.K. Kellogg Foundation about this project.)

Dear Jhai Keeton:

The agreement dated April 29, 2019 ("Agreement"), between the W.K. Kellogg Foundation ("Foundation") and City of Jackson ("Grantee") is hereby amended as stated below. The purpose of the grant is to increase employment opportunities for low-income families of color through a stratified framework of workforce and economic development, job creation and employer engagement to achieve family economic security and regional prosperity. This letter of amendment ("Amendment") is based on the amendment request reference number P-P0131760-2019 ("Amendment Request"), submitted to the Foundation via its grantee portal.


This Amendment provides an extension of the Grant Period through September 30, 2023. This amendment does not in any way increase the Foundation's commitment. As a reminder, reports for the period ending March 31, 2022, are due now. The budget for the remaining Reporting Period of April 1, 2022, through September 30, 2023, will be established after financial reporting has been submitted and approved by the Foundation program officer.

This Amendment may be executed in counterparts, and each counterpart will be deemed an original and all of which taken together will constitute one signed agreement between the parties. Such counterparts may be delivered in electronic format, including by facsimile, email or other transmission method, and such electronic delivery of an executed counterpart signature page to this Amendment shall be as effective as physical delivery of a manually executed counterpart. To the fullest extent permitted by law, any electronic signature to this Amendment shall have the same legal validity and enforceability as a manual signature, and the parties hereby waive any objection thereto. Minor variations in the form of the signature page, including footers from earlier versions of this Amendment, shall be disregarded in determining a party's intent or the effectiveness of such signature.

This Amendment will be governed by and construed in accordance with the governing laws set forth in the Agreement. All other terms and conditions contained in the Agreement continue to apply for the life of the grant. All capitalized terms used but not defined in this Amendment shall have the meaning given in the Agreement.

If you have any questions about the terms or conditions of this Amendment, please contact Grant Services at (269) 969-2330 or [grantservices@wkkf.org](mailto:grantservices@wkkf.org). On behalf of the Foundation, I extend every good wish for the continued success of this effort.

Sincerely,



Emily Sheffieck  
Grant Analyst

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 CRUNCHTIME CONCESSIONS TO BOOK A 360 PHOTO BOOTH AND CLASSIC PHOTO BOOTH FOR THE TECH JXN 2022 CONFERENCE ON NOVEMBER 18, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED AND SEVENTY-FIVE DOLLARS TO CRUNCHTIME CONCESSION** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Victoria James, Deputy City Attorney *A.M.*

*Sandra Mancure*

10/4/22  
Date

OFFICE OF THE CITY ATTORNEY  
10/4/22  
*A.M.*



OFFICE OF THE CITY ATTORNEY  
A.W.L. 9/21/22

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT RENTAL AGREEMENT WITH WE MARQUEE, LLC TO INSTALL AND SETUP MARQUEE LETTERS FOR DOING BUSINESS WITH THE CITY TO BE HELD ON DECEMBER 8, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF NINE HUNDRED AND EIGHTY-EIGHT DOLLARS AND SIXTY-EIGHT CENTS (\$988.68) TO WE MARQUEE, LLC.**

**WHEREAS**, Section 21-17-5 of the Mississippi Code vests the care, custody, and control of municipal property and affairs with the municipality; and

**WHEREAS**, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that are not inconsistent with the Mississippi Constitution of 1980, the Mississippi Code of 1972, and any other statute or law of the State of Mississippi; and

**WHEREAS**, the City of Jackson will host its 12<sup>th</sup> Annual Doing Business with the City (“DBWTC”) to provide an arena for minority and women-owned business enterprises, contractors, and subcontractors to network and learn about City updates, processes, and community development projects; and

**WHEREAS**, DBWTC will occur on Thursday, December 8, 2022, at the Jackson Convention Complex; and

**WHEREAS**, the Chief Administrative Office recommends retaining professional services to install and setup marquee letters at the Jackson Convention Complex on Thursday, December 8, 2022, at 3:00 pm to be picked up by 9:00 pm; and

**WHEREAS**, the Chief Administrative Office recommends that the City of Jackson execute an agreement with We Marquee, LLC, located at 4533 Ritchey Drive, Jackson, Mississippi 39209, that will contain the following provisions:

**SECTION 1 - SCOPE OF THE AGREEMENT**

The Event Date is set forth and mutually agreed upon between the Parties. The charge of Labor (considered “Installation”) and Pick Up (considered “Retrieval”) is agreed upon between the Parties. Any change to the Logistic Information shall be communicated in writing between the Client and We Marquee, LLC, as soon as available. Changes must be made in writing, between Client and We Marquee, LLC, within seven (7) business days of Event Date, and may be subject to additional fees, regarding the changes to this information.

**SECTION 2 -DETAILS OF EVENT INFORMATION**

The Event Date, December 8, 2022, is set here forth and mutually agreed upon between the Parties. The charge of labor (considered “Installation”) and pick up (considered “Retrieval”) is agreed upon between the Parties.

Agenda Item No. 13  
Agenda Date October 11, 2022  
(Wright, Lumumba)

**SECTION 3 - NOTICES**

Any change to the Logistic Information shall be communicated in writing between City and Vendor as soon as available. Changes must be made in writing, between Client and We Marquee, LLC, within seven (7) business days of Event Date, and may be subject to additional fees, regarding the changes to this information.

**SECTION 4 - INSTALLATION**

We Marquee, LLC will begin Installation and Set-up, at the Jackson Convention Complex, Thursday, December 8, 2022, at 3:00 pm.

**SECTION 5 - RETRIEVAL**

Retrieval will be Thursday, December 8, 2022, at 9:00 pm.

**SECTION 6 - DELIVERY SERVICES PROVIDED BY WE MARQUEE, LLC**

All Logistic Fees consist of the distance between We Marquee, LLC physical address, and the mutually agreed upon event location, by both Parties. Logistic Fees are to include travel miles, gas, and tolls and are calculated using Google Maps, in conjunction with our software, at fair market rate. Installation and Retrieval are at the discretion of We Marquee, LLC, and part of Logistic Fees. Logistic Fees are calculated based on the estimated amount of time, between delivery arrival and install completion. If, during the delivery and installation of Item(s), time altering events arise (logistical scheduling, delayed set-up, loading dock delay, etc...), outside the scope of control, of We Marquee, LLC, additional fees, and charges may apply. If such fees occur, We Marquee, LLC will communicate in writing, with the responsible party, within two (2) business days post event date, for rendering of additional payment. Additionally, Installation and Retrieval may be subject to include additional fees (Late Night Fee, Holiday Fee, Multi-Day Fee, etc...) for items of special circumstance, at the discretion of We Marquee, LLC.

**SECTION 7- PAYMENT**

The vendor shall provide installation and set-up necessary to the work specified in this Agreement, in an amount not to exceed \$988.68.

<b>Item</b>	<b>Quantity</b>	<b>Price</b>	<b>Total</b>
6ft Marquee Light Rental	5	\$85.00	\$425.00
Installation and Retrieval	1	\$99.00	\$99.00
Organic Balloon Garland	1	\$400.00	\$400.00



<b>SUBTOTAL</b>			\$924.00
<b>TAX</b>			\$64.68
<b>TOTAL</b>			\$988.68

#### **SECTION 8 - CANCELLATION POLICY**

If cancellation of event occurs, any retainers and all payments made will not be refunded to Client, or any other person in conjunction with this Agreement. No refunds will be given, and all Payments made to We Marquee, LLC, for Event Date will be held if cancellation occurs. If Rescheduling the Event Date occurs, all Payments made to We Marquee, LLC will transfer to the new Event Date and a new Agreement will be created. If Client chooses to reschedule the Event Date, We Marquee, LLC will do the absolute best to accommodate the new date, with the original coordinating Item(s), but cannot guarantee those rental Item(s) will be available. If Event Rescheduling has occurred, a new agreement shall be placed forth, regarding new Event Date and all corresponding event information. Date changes must be made in writing to between Client and We Marquee, LLC.

#### **SECTION 9 - DAMAGE TO RENTAL ITEMS**

From Installation (time of delivery), through Retrieval (time of pick-up), Client shall be responsible for all lost or damaged Item(s). During rental, Client shall protect the Item(s) from weather, vandalism, theft, damage, or other similar risks. Prior to Retrieval of Item(s) from venue, Client, and/or an authorized representative of Client, shall inspect the Item(s), as to quality and quantity. Any damage and/or loss, will be noted and accompanied with photos, of proof of damage. Upon Retrieval of Item(s), We Marquee, LLC will inspect Item(s), within two (2) days. If any damage is notated that is beyond the fee of the Damage Waiver (mentioned as a 10% charge to cover damage to item(s)), We Marquee, LLC will notify Client, and Client will be responsible for rendering additional payment, at the discretion of We Marquee, LLC. We Marquee will facilitate all replacements and/or repairs to the Item(s), and Client will be charged balance between the Damage Waiver and Balance owed.

#### **SECTION 10 - MUTUAL AGREEMENT OF RENTAL ITEM(S) USE**

All Rental Item(s) are to be protected from any removable or permanent damage to the items, such as, but not limited to, vinyl graphics, markers, pens, candle wax, drink spills or stains, mud or dirt, animal hair or scratches, weather conditions (rain, snow, sleet, dew, humidity, and any other harmful weather conditions that may harm the integrity of the Rental Item(s)), scuffs, from rough moving, and any other damaging situations that may harm the longevity and integrity of the Rental Item(s). When moving furniture, Item(s) must be picked up completely when moving and not pushed across

the ground, to prevent breaking or damage. If such damage occurs while the Rental Item(s) are in the Client's possession (defined as time between Time of Delivery and Time of Pick-Up), the protocol for "Damage to Rental Item(s)" will occur as defined in section 5 herein.

#### **SECTION 11 -LIMIT OF LIABILITY**

If, due to illness, accident, unforeseen circumstances or Acts of God, We Marquee, LLC is unable to provide Items as contracted in this Agreement, every effort will be made by We Marquee, LLC to deliver rented Item(s) to Event Location, on Event Date, before the Event begins. If this cannot be done due to the above reasons, We Marquee, LLC agrees to refund the full amount paid by the Client. Upon such refund, this contract shall become null and void, and the client shall have no further legal recourse against We Marquee, LLC. Client hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to Company Rental Item(s) whether caused by the negligence of client or otherwise. Any dispute or litigation under the terms of this Agreement will be brought before a court of law, but before such legal litigation, the Parties mutually agree to professional dispute resolution, including mediation.

#### **SECTION 12 - GOVERNING LAW AND LEGAL REMEDIES**

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

#### **SECTION 13 - NO AGENCY**

The Vendor is an independent contractor providing services to the City and the employees, agents, and servants of the Vendor shall in no event be considered to be the employees, agents, or servants of the City. This Agreement is not intended to create an agency relationship between the Vendor and City.

#### **SECTION 14 - PAYMENT**

The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the City.

#### **SECTION 15 - RECORD KEEPING**

The vendor shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and

indirect costs of any nature expended in the performance of this Agreement shall be utilized.

**SECTION 16 - AVAILABILITY OF FUNDS**

The parties agree that under this agreement, the City's payment is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.

**SECTION 17 – PUBLIC RECORDS ACT**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

**WHEREAS**, advertising and bidding requirements do not apply to a personal service contract under section 31-7-13 of the Mississippi Code of 1972, as amended; and

**WHEREAS**, the total cost to the City of Jackson for all services rendered will not exceed \$988.68 and will be paid from the *W.K. Kellogg Economic Pathways to Human Dignity* grant project; and

**WHEREAS**, the City of Jackson is authorized to utilize grant funds solely for the project's purpose, including expenses related to contractual services.

**IT IS HEREBY ORDERED** that the Mayor is authorized to enter into an agreement with We Marquee, LLC to install marquee letters at the Jackson Convention Complex on Thursday, December 8, 2022, at 3:00 pm to be picked up on Thursday, December 8, 2022, at 9:00 pm during Doing Business with the City, and payment is authorized in an amount not to exceed at a total cost of Nine Hundred Eighty-Eight Dollars and Eight-Six Cents (\$988.86), which is to be paid out the W.K. Kellogg Foundation grant.

City Administrative Office

200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor

**From:** Louis Wright, City Administrative Officer

**Date:** September 12, 2022

**Subject:** **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT RENTAL AGREEMENT WITH WE MARQUEE, LLC TO INSTALL AND SETUP MARQUEE LETTERS FOR DOING BUSINESS WITH THE CITY TO BE HELD ON DECEMBER 8, 2022.**

The attached agenda item which accompanies this memo requests that the City Council authorize the agreement with We Marquee, LLC to install marquee letters at the Jackson Convention Center on Thursday, December 8, 2022 at 3:00pm to be picked up on Thursday, December 8, 2022 at 9:00pm for the 12<sup>th</sup> Annual Doing Business with the City to be held on December 8, 2022. The City of Jackson will host its 12<sup>th</sup> Annual Doing Business with the City (DBWTC) to provide an arena for minority and women-owned business enterprises, contractors, and subcontractors to network and learn about City updates, processes, and community development. DBWTC will bring into favorable notice the opportunities, possibilities and resources of the municipality by educating and providing an opportunity for sponsors, developers, prime contractors, and minority business enterprises to network and build relationships as a means of inclusivity and capacity building by meeting with City leaders about the City processes and upcoming community development projects. We Marquee, LLC will be paid a total of \$988.68, and the funds will be paid from the *W.K. Kellogg Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth*.

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: November 12, 2021

POINTS		COMMENTS									
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT RENTAL AGREEMENT WITH WE MARQUEE, LLC TO INSTALL AND SETUP MARQUEE LETTERS FOR DOING BUSINESS WITH THE CITY TO BE HELD ON DECEMBER 8, 2022.</b>									
2.	<b>Purpose</b>	To install and setup marquee letters at the Jackson Convention Center									
3.	<b>Who will be affected</b>	City of Jackson									
4.	<b>Benefits</b>	Economic Development;									
5.	<b>Schedule (beginning date)</b>	Upon 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 type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Planning and Development									
8.	<b>COST</b>	\$988.68									
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"/>	001.426.10.6499									
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>

**We Marquee, LLC**  
**Event Rental Agreement**  
**With the City of Jackson, MS**  
**For the 12<sup>th</sup> Annual Doing Business with the City ("DBWTC")**

THIS AGREEMENT made by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter called ("City"), and We Marquee, hereinafter called the ("Vendor."), having its principal place of business at 4533 Ritchey Drive, Jackson, Mississippi 39209.

**WHEREAS**, the City is a corporate body politic organized and existing pursuant to the laws of the State of Mississippi; and

**WHEREAS**, the City and We Marquee, LLC agree to enter into this Event Rental Agreement where the City is renting Marquee Lights, and We Marquee, LLC will provide professional services by setting up and installing on December 8, 2020, and retrieving said Marquee lights on the same date at the Jackson Convention Center.

**NOW, THEREFORE**, the Parties agree to be bound by the following terms and conditions:

**SECTION 1 - SCOPE OF THE AGREEMENT**

The Event Date is set forth and mutually agreed upon between the Parties. The charge of Labor (considered "Installation") and Pick Up (considered "Retrieval") is agreed upon between the Parties. Any change to the Logistic Information shall be communicated in writing between the Client and We Marquee, LLC, as soon as available. Changes must be made in writing, between Client and We Marquee, LLC, within seven (7) business days of Event Date, and may be subject to additional fees, regarding the changes to this information.

**SECTION 2 -DETAILS OF EVENT INFORMATION**

The Event Date, December 8, 2022, is set here forth and mutually agreed upon between the Parties. The charge of labor (considered "Installation") and pick up (considered "Retrieval") is agreed upon between the Parties.

**SECTION 3 - NOTICES**

Any change to the Logistic Information shall be communicated in writing between City and Vendor as soon as available. Changes must be made in writing, between Client and

We Marquee, LLC, within seven (7) business days of Event Date, and may be subject to additional fees, regarding the changes to this information.

#### **SECTION 4 - INSTALLATION**

We Marquee, LLC will begin Installation and Set-up, at the Jackson Convention Complex, Thursday, December 8, 2022, at 3:00 pm.

#### **SECTION 5 - RETRIEVAL**

Retrieval will be Thursday, December 8, 2022, at 9:00 pm.

#### **SECTION 6 - DELIVERY SERVICES PROVIDED BY WE MARQUEE, LLC**

All Logistic Fees consist of the distance between We Marquee, LLC physical address, and the mutually agreed upon event location, by both Parties. Logistic Fees are to include travel miles, gas, and tolls and are calculated using Google Maps, in conjunction with our software, at fair market rate. Installation and Retrieval are at the discretion of We Marquee, LLC, and part of Logistic Fees. Logistic Fees are calculated based on the estimated amount of time, between delivery arrival and install completion. If, during the delivery and installation of Item(s), time altering events arise (logistical scheduling, delayed set-up, loading dock delay, etc...), outside the scope of control, of We Marquee, LLC, additional fees, and charges may apply. If such fees occur, We Marquee, LLC will communicate in writing, with the responsible party, within two (2) business days post event date, for rendering of additional payment. Additionally, Installation and Retrieval may be subject to include additional fees (Late Night Fee, Holiday Fee, Multi-Day Fee, etc...) for items of special circumstance, at the discretion of We Marquee, LLC.

#### **SECTION 7- PAYMENT**

The vendor shall provide installation and set-up necessary to the work specified in this Agreement, in an amount not to exceed \$988.68.

<b>Item</b>	<b>Quantity</b>	<b>Price</b>	<b>Total</b>
6ft Marquee Light Rental	5	\$85.00	\$425.00
Installation and Retrieval	1	\$99.00	\$99.00
Organic Balloon Garland	1	\$400.00	\$400.00

<b>SUBTOTAL</b>			\$924.00
<b>TAX</b>			\$64.68
<b>TOTAL</b>			\$988.68

**SECTION 8 - CANCELLATION POLICY**

If cancellation of event occurs, any retainers and all payments made will not be refunded to Client, or any other person in conjunction with this Agreement. No refunds will be given, and all Payments made to We Marquee, LLC, for Event Date will be held if cancellation occurs. If Rescheduling the Event Date occurs, all Payments made to We Marquee, LLC will transfer to the new Event Date and a new Agreement will be created. If Client chooses to reschedule the Event Date, We Marquee, LLC will do the absolute best to accommodate the new date, with the original coordinating Item(s), but cannot guarantee those rental Item(s) will be available. If Event Rescheduling has occurred, a new agreement shall be placed forth, regarding new Event Date and all corresponding event information. Date changes must be made in writing to between Client and We Marquee, LLC.

**SECTION 9 - DAMAGE TO RENTAL ITEMS**

From Installation (time of delivery), through Retrieval (time of pick-up), Client shall be responsible for all lost or damaged Item(s). During rental, Client shall protect the Item(s) from weather, vandalism, theft, damage, or other similar risks. Prior to Retrieval of Item(s) from venue, Client, and/or an authorized representative of Client, shall inspect the Item(s), as to quality and quantity. Any damage and/or loss, will be noted and accompanied with photos, of proof of damage. Upon Retrieval of Item(s), We Marquee, LLC will inspect Item(s), within two (2) days. If any damage is notated that is beyond the fee of the Damage Waiver (mentioned as a 10% charge to cover damage to item(s)), We Marquee, LLC will notify Client, and Client will be responsible for rendering additional payment, at the discretion of We Marquee, LLC. We Marquee will facilitate all replacements and/or repairs to the Item(s), and Client will be charged balance between the Damage Waiver and Balance owed.

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All Rental Item(s) are to be protected from any removable or permanent damage to the items, such as, but not limited to, vinyl graphics, markers, pens, candle wax, drink spills or stains, mud or dirt, animal hair or scratches, weather conditions (rain, snow, sleet, dew, humidity, and any other harmful weather conditions that may harm the integrity of the



Rental Item(s)), scuffs, from rough moving, and any other damaging situations that may harm the longevity and integrity of the Rental Item(s). When moving furniture, Item(s) must be picked up completely when moving and not pushed across the ground, to prevent breaking or damage. If such damage occurs while the Rental Item(s) are in the Client's possession (defined as time between Time of Delivery and Time of Pick-Up), the protocol for "Damage to Rental Item(s)" will occur as defined in section 5 herein.

#### **SECTION 11 -LIMIT OF LIABILITY**

If, due to illness, accident, unforeseen circumstances or Acts of God, We Marquee, LLC is unable to provide Items as contracted in this Agreement, every effort will be made by We Marquee, LLC to deliver rented Item(s) to Event Location, on Event Date, before the Event begins. If this cannot be done due to the above reasons, We Marquee, LLC agrees to refund the full amount paid by the Client. Upon such refund, this contract shall become null and void, and the client shall have no further legal recourse against We Marquee, LLC. Client hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to Company Rental Item(s) whether caused by the negligence of client or otherwise. Any dispute or litigation under the terms of this Agreement will be brought before a court of law, but before such legal litigation, the Parties mutually agree to professional dispute resolution, including mediation.

#### **SECTION 12 - GOVERNING LAW AND LEGAL REMEDIES**

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

#### **SECTION 13 - NO AGENCY**

The Vendor is an independent contractor providing services to the City and the employees, agents, and servants of the Vendor shall in no event be considered to be the employees, agents, or servants of the City. This Agreement is not intended to create an agency relationship between the Vendor and City.

#### **SECTION 14 - PAYMENT**

The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the City.

#### **SECTION 15 - RECORD KEEPING**

The vendor shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records

that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement shall be utilized.

**SECTION 16 - AVAILABILITY OF FUNDS**

The parties agree that under this agreement, the City's payment is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.

**SECTION 17 – PUBLIC RECORDS ACT**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

**SECTION 18 - ACCEPTANCE**

IN WITNESS WHEREOF, the City and the Vendor, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

\_\_\_\_\_  
VENDOR'S SIGNATURE

Title \_\_\_\_\_

Date attested: \_\_\_\_\_

THE CITY OF JACKSON

By: \_\_\_\_\_  
Lumumba, Mayor

Attested By: \_\_\_\_\_  
City Clerk

DBWTC



**From**  
WeMarquee

**To**  
City of Jackson  
Tangayika Hoover

**Quote**  
**Issued**

5351200  
September 9, 2022

ITEM	QUANTITY	PRICE	TOTAL
6ft Marquee Rental DBWTC	5	\$85.00	<b>\$425.00</b>
Installation and Retrieval Dec. 8, 2022 Jackson Convention Center	1	\$99.00	<b>\$99.00</b>
Balloon Garland Yellow	1	\$400.00	<b>\$400.00</b>

Subtotal: \$924.00  
Sales Tax (7%) \$64.68  
Total: **\$988.68**

To indicate your acceptance of the above, sign electronically below.

Type your name

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY  
10/4/22  
A.M.

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT RENTAL AGREEMENT WITH WE MARQUEE, LLC TO INSTALL AND SETUP MARQUEE LETTERS FOR DOING BUSINESS WITH THE CITY TO BE HELD ON DECEMBER 8, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF NINE HUNDRED AND EIGHTY-EIGHT DOLLARS AND SIXTY-EIGHT CENTS (\$988.68) TO WE MARQUEE, LLC is legally sufficient for placement in NOVUS Agenda.



\_\_\_\_\_  
Catoria Martin, City Attorney  
~~Victoria James~~, Deputy City Attorney A.M.  
Sondra Moncure

\_\_\_\_\_  
10/4/22  
Date

OFFICE OF THE CITY ATTORNEY  
A.C.M.  
11/20/22

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT RENTAL AGREEMENT WITH WE MARQUEE, LLC TO INSTALL AND SETUP MARQUEE LETTERS DURING THE TECH JXN 2022 CONFERENCE AND FESTIVAL ON NOVEMBER 17 AND 18, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF SEVEN HUNDRED AND SIXTY-FOUR DOLLARS (\$764.00) TO WE MARQUEE, LLC**

**WHEREAS**, Section 21-17-5 of the Mississippi Code vests the care, custody, and control of municipal property and affairs with the municipality; and

**WHEREAS**, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that are not inconsistent with the Mississippi Constitution of 1980, the Mississippi Code of 1972, and any other statute or law of the State of Mississippi; and

**WHEREAS**, the City of Jackson will host TECH JXN, a two-day conference/festival at the Jackson Convention Center on November 17 – 18, 2022, to highlight the City of Jackson’s four primary economic development sectors and to showcase such opportunities within these sectors within the City of Jackson; and

**WHEREAS**, the Chief Administrative Office recommends retaining professional services to install and setup marquee letters at the Jackson Convention Center for TECH JXN 2022 on November 17 – 18, 2022; and

**WHEREAS**, the City of Jackson’s Chief Administrative Officer recommends the City of Jackson execute an agreement with We Marquee, LLC to install and setup marquee letters at the Jackson Convention Center on Thursday, November 17, 2022, at 8:00 a.m. to be picked up on Friday, November 18, 2022, at 8:00 p.m. for TECH JXN 2022 Conference and Festival; and

**WHEREAS**, the Chief Administrative Office recommends that the City of Jackson execute an agreement with We Marquee, LLC, located at 4533 Ritchey Drive, Jackson, Mississippi 39209, that will contain the following provisions:

**SECTION 1 - SCOPE OF THE AGREEMENT**

The Vendor and the City hereby agree to enter into this Event Rental Agreement, effective upon its execution through the date of the event, November 17 - 18, 2022, where the City will rent certain items, defined as Marquee Lights and the Vendor will provide services, such as the installation and retrieval of said Marquee Lights for TECH JXN 2022 Conference and Festival, at the Jackson Convention Complex on November 17 - 18, 2022.

**SECTION 2 -DETAILS OF EVENT INFORMATION**

The Event Dates, November 17 - 18, are set the forth and mutually agreed upon between the Parties. The charge of labor (considered “Installation”) and pick up (considered “Retrieval”) is agreed upon between the Parties.

**SECTION 3 - NOTICES**

Agenda Item No. 14  
Agenda Date October 11, 2022  
(Wright, Lumumba)

Any change to the Logistic Information shall be communicated in writing between City and Vendor as soon as available. Changes must be made in writing, between Client and We Marquee, LLC, within seven (7) business days of Event Date, and may be subject to additional fees, regarding the changes to this information.

**SECTION 4 - INSTALLATION**

We Marquee, LLC will begin Installation and Set-up, at the Jackson Convention Complex, Thursday, November 17, at 8:00 am.

**SECTION 5 - RETRIEVAL**

Retrieval will be Friday, November 18, at 8:00 pm.

**SECTION 6 - DELIVERY SERVICES PROVIDED BY WE MARQUEE, LLC**

All logistic fees shall consist of the distance from We Marquee, LLC's physical address, and the mutually agreed upon event location, by both Parties. Logistic Fees are to include travel miles, gas, and tolls and are calculated using Google Maps, in conjunction with our software, at fair market rate. Installation and Retrieval are at the discretion of We Marquee, LLC, and part of Logistic Fees. Logistic Fees are calculated based on the estimated amount of time, between delivery arrival and install completion. If, during the delivery and installation of Item(s), time altering events arise (logistical scheduling, delayed set-up, loading dock delay, etc...), outside the scope of control, of We Marquee, LLC, additional fees, and charges may apply, subject to the approval of the governing authority for the City. If such fees occur, We Marquee, LLC will communicate in writing, with the responsible party, within two (2) business days post event date, for rendering of additional payment. If the vendor fails to provide additional fees and charges within two (2) business days post event date, the City will not be responsible for any additional fees and charges. Additionally, Installation and Retrieval may be subject to include additional fees (Late Night Fee, Holiday Fee, Multi-Day Fee, etc...) for items of special circumstance, at the discretion of We Marquee, LLC.

**SECTION 7- PAYMENT**

The vendor shall provide installation and set-up necessary to the work specified in this Agreement, in an amount not to exceed \$764.00.

<b>Item</b>	<b>Quantity</b>	<b>Price</b>	<b>Total</b>
6ft Marquee Light Rental (TECH JXN)	7	\$85.00	\$595.00
Color Bulbs (red)	7	\$10.00	\$70.00
Installation and Retrieval	1	\$99.00	\$99.00

<b>SUBTOTAL</b>			\$764.00
<b>TAX</b>			\$0
<b>TOTAL</b>			\$764.00

### **SECTION 8 - CANCELLATION POLICY**

If cancellation of event occurs, any retainers and all payments made will not be refunded to Client, or any other person in conjunction with this Agreement. No refunds will be given, and all Payments made to We Marquee, LLC, for Event Date will be held, if cancellation occurs. If Rescheduling the Event Date occurs, all Payments made to We Marquee, LLC will transfer to the new Event Date and a new Agreement will be created. If Client chooses to reschedule the Event Date, We Marquee, LLC will do the absolute best to accommodate the new date, with the original coordinating Item(s), but cannot guarantee those rental Item(s) will be available. If Event Rescheduling has occurred, a new agreement shall be placed forth, regarding new Event Date and all corresponding event information. Date changes must be made in writing to between Client and We Marquee, LLC.

### **SECTION 9 - DAMAGE TO RENTAL ITEMS**

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### **SECTION 10 - MUTUAL AGREEMENT OF RENTAL ITEM(S) USE**

All Rental Item(s) are to be protected from any removable or permanent damage to the items, such as, but not limited to, vinyl graphics, markers, pens, candle wax, drink spills or stains, mud or dirt, animal hair or scratches, weather conditions (rain, snow, sleet, dew, humidity, and any other harmful weather conditions that may harm the integrity of the Rental Item(s)), scuffs, from rough moving, and any other damaging situations that may harm the longevity and integrity of the Rental Item(s). When moving furniture, Item(s) must be picked up completely when moving and not pushed across the ground, to prevent

breaking or damage. If such damage occurs while the Rental Item(s) are in the Client's possession (defined as time between Time of Delivery and Time of Pick-Up), the protocol for "Damage to Rental Item(s)" will occur as defined in section 5 herein.

#### **SECTION 11 -LIMIT OF LIABILITY**

If, due to illness, accident, unforeseen circumstances or Acts of God, We Marquee, LLC is unable to provide Items as contracted in this Agreement, every effort will be made by We Marquee, LLC to deliver rented Item(s) to Event Location, on Event Date, before the Event begins. If this cannot be done due to the above reasons, We Marquee, LLC agrees to refund the full amount paid by the Client. Upon such refund, this contract shall become null and void, and the client shall have no further legal recourse against We Marquee, LLC. Client hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to Company Rental Item(s) whether caused by the negligence of client or otherwise. Any dispute or litigation under the terms of this Agreement will be brought before a court of law, but before such legal litigation, the Parties mutually agree to professional dispute resolution, including mediation.

#### **SECTION 12 - GOVERNING LAW AND LEGAL REMEDIES**

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

#### **SECTION 13 - NO AGENCY**

The Vendor is an independent contractor providing services to the City and the employees, agents, and servants of the Vendor shall in no event be considered to be the employees, agents, or servants of the City. This Agreement is not intended to create an agency relationship between the Vendor and City.

#### **SECTION 14 - PAYMENT**

The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the City.

#### **SECTION 15 - RECORD KEEPING**

The vendor shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted



accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement shall be utilized.

#### **SECTION 16 - AVAILABILITY OF FUNDS**

The parties agree that under this agreement, the City's payment is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.

#### **SECTION 17 – PUBLIC RECORDS ACT**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

**WHEREAS**, advertising and bidding requirements do not apply to a personal service contract under section 31-7-13 of the Mississippi Code of 1972, as amended; and

**WHEREAS**, the total cost to the City of Jackson for all services rendered will not exceed \$764.00 and will be paid from the *W.K. Kellogg Economic Pathways to Human Dignity* grant project; and

**WHEREAS**, the City of Jackson is authorized to utilize grant funds solely for the project's purpose, including expenses related to contractual services that are directly tracked to the grant.

**IT IS HERBY ORDERED** that the Mayor is authorized to enter into an agreement with We Marquee, LLC to install and setup marquee letters at the Jackson Convention Center on Thursday, November 17, 2022, at 8:00 a.m. and to be picked up on Friday, November 18, 2022, at 8:00 p.m. and authorizing payment in an amount not to exceed Seven Hundred and Sixty Four Dollars and No Cents (\$764.00), which is to be paid out of the W.K. Kellogg Foundation Grant.

City Administrative Office

200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMORANDUM

**To:** Chokwe Antar Lumumba, Mayor

**From:** Louis Wright, City Administrative Officer

**Date:** September 20, 2022

**Subject:** **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT RENTAL AGREEMENT WITH WE MARQUEE, LLC TO INSTALL AND SETUP MARQUEE LETTERS DURING THE TECH JXN 2022 CONFERENCE AND FESTIVAL NOVEMBER 17 – 18, 2022**

The attached agenda item which accompanies this memo requests that the City Council authorize the agreement with We Marquee, LLC to install and setup marquee letters at the Jackson Convention Center on Thursday, November 17, 2022, at 8:00 am to be picked up on Friday, November 18, 2022, at 8:00 pm for TECH JXN 2022 Conference and Festival. TECH JXN 2022 is a two-day conference/festival at the Jackson Convention Center on November 17-18, 2022, purposed to highlight the City of Jackson's four primary economic development sectors and to showcase such opportunities within these sectors within the City of Jackson. We Marquee, LLC will be paid a total of \$764.00, and the funds will come be paid from the *W.K. Kellogg Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth*.

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: September 20, 2022

POINTS		COMMENTS						
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT RENTAL AGREEMENT WITH WE MARQUEE, LLC TO INSTALL AND SETUP MARQUEE LETTERS DURING THE TECH JXN 2022 CONFERENCE AND FESTIVAL NOVEMBER 17 – 18, 2022</b>						
2.	<b>Purpose</b>	1.To install and setup marquee letters at the Jackson Convention Complex						
3.	<b>Who will be affected</b>	City of Jackson						
4.	<b>Benefits</b>	Economic Development; Opportunities for citizens, businesses, visitors, and prospective investors to observe the vibrant city that Jackson is.						
5.	<b>Schedule (beginning date)</b>	Upon Approval						
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ <b>WARD</b></li> <li>▪ <b>CITYWIDE (yes or no) (area)</b></li> <li>▪ <b>Project limits if applicable</b></li> </ul>	Citywide						
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b> <input type="checkbox"/></li> <li>▪ <b>Consultant</b> <input type="checkbox"/></li> </ul>	CAO						
8.	<b>COST</b>	\$764.00						
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b> <input type="checkbox"/></li> <li>▪ <b>Grant</b> <input type="checkbox"/></li> <li>▪ <b>Bond</b> <input type="checkbox"/></li> <li>▪ <b>Other</b> <input type="checkbox"/></li> </ul>	W.K.Kellogg Foundation Grant number PO131760						
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>

# Tech JXN 2022



From  
WeMarquee

To  
City of Jackson  
Tangayika Hoover

Quote  
issued

5371318  
September 20, 2022

ITEM	QUANTITY	PRICE	TOTAL
6ft Marquee Rental Tech Jxn	7	\$85.00	<b>\$595.00</b>
Color Bulbs Red	7	\$10.00	<b>\$70.00</b>
Installation and Retrieval November 17-18, 2022 JCC	1	\$99.00	<b>\$99.00</b>

Subtotal: \$764.00  
Tax: \$0.00  
Total: **\$764.00**

To indicate your acceptance of the above, sign electronically below.

Type your name

**We Marquee, LLC**  
**Event Rental Agreement**  
**With the City of Jackson, MS for TECH JXN 2022**

THIS AGREEMENT made by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter called ("City"), and We Marquee, hereinafter called the ("Vendor."), having its principal place of business at 4533 Ritchey Drive, Jackson, Mississippi 39209.

**WHEREAS**, the City is a corporate body politic organized and existing pursuant to the laws of the State of Mississippi; and

**WHEREAS**, the City and We Marquee, LLC agree to enter into this Event Rental Agreement where the City is renting Marquee Lights, and We Marquee, LLC will provide professional services by setting up and installing on November 17, 2022, and retrieving said Marquee Lights on November 18, 2022.

**NOW, THEREFORE**, in consideration of these promises and of the mutual covenants exchanged herein, the City and the Vendor agree to be bound by the following terms and conditions:

**SECTION 1 - SCOPE OF THE AGREEMENT**

The Vendor and the City hereby agree to enter into this Event Rental Agreement, effective upon its execution through the date of the event, November 17 - 18, 2022, where the City will rent certain items, defined as Marquee Lights and the Vendor will provide services, such as the installation and retrieval of said Marquee Lights for TECH JXN 2022 Conference and Festival, at the Jackson Convention Complex on November 17 - 18, 2022.

**SECTION 2 -DETAILS OF EVENT INFORMATION**

The Event Dates, November 17 - 18, are set the forth and mutually agreed upon between the Parties. The charge of labor (considered "Installation") and pick up (considered "Retrieval") is agreed upon between the Parties.

**SECTION 3 - NOTICES**

Any change to the Logistic Information shall be communicated in writing between City and Vendor as soon as available. Changes must be made in writing, between Client and We Marquee, LLC, within seven (7) business days of Event Date, and may be subject to additional fees, regarding the changes to this information.

**SECTION 4 - INSTALLATION**

We Marquee, LLC will begin Installation and Set-up, at the Jackson Convention Complex, Thursday, November 17, at 8:00 am.

**SECTION 5 - RETRIEVAL**

Retrieval will be Friday, November 18, at 8:00pm.

**SECTION 6 - DELIVERY SERVICES PROVIDED BY WE MARQUEE, LLC**

All logistic fees shall consist of the distance from We Marquee, LLC's physical address, and the mutually agreed upon event location, by both Parties. Logistic Fees are to include travel miles, gas, and tolls and are calculated using Google Maps, in conjunction with our software, at fair market rate. Installation and Retrieval are at the discretion of We Marquee, LLC, and part of Logistic Fees. Logistic Fees are calculated based on the estimated amount of time, between delivery arrival and install completion. If, during the delivery and installation of Item(s), time altering events arise (logistical scheduling, delayed set-up, loading dock delay, etc...), outside the scope of control, of We Marquee, LLC, additional fees, and charges may apply, subject to the approval of the governing authority for the City. If such fees occur, We Marquee, LLC will communicate in writing, with the responsible party, within two (2) business days post event date, for rendering of additional payment. If the vendor fails to provide additional fees and charges within two (2) business days post event date, the City will not be responsible for any additional fees and charges. Additionally, Installation and Retrieval may be subject to include additional fees (Late Night Fee, Holiday Fee, Multi-Day Fee, etc...) for items of special circumstance, at the discretion of We Marquee, LLC.

**SECTION 7- PAYMENT**

The vendor shall provide installation and set-up necessary to the work specified in this Agreement, in an amount not to exceed \$764.00.

<b>Item</b>	<b>Quantity</b>	<b>Price</b>	<b>Total</b>
6ft Marquee Light Rental (TECH JXN)	7	\$85.00	\$595.00
Color Bulbs (red)	7	\$10.00	\$70.00
Installation and Retrieval	1	\$99.00	\$99.00
<b>SUBTOTAL</b>			<b>\$764.00</b>

TAX			\$0
TOTAL			\$764.00

**SECTION 8 - CANCELLATION POLICY**

If cancellation of event occurs, any retainers and all payments made will not be refunded to Client, or any other person in conjunction with this Agreement. No refunds will be given, and all Payments made to We Marquee, LLC, for Event Date will be held, if cancellation occurs. If Rescheduling the Event Date occurs, all Payments made to We Marquee, LLC will transfer to the new Event Date and a new Agreement will be created. If Client chooses to reschedule the Event Date, We Marquee, LLC will do the absolute best to accommodate the new date, with the original coordinating Item(s), but cannot guarantee those rental Item(s) will be available. If Event Rescheduling has occurred, a new agreement shall be placed forth, regarding new Event Date and all corresponding event information. Date changes must be made in writing to between Client and We Marquee, LLC.

**SECTION 9 - DAMAGE TO RENTAL ITEMS**

From Installation (time of delivery), through Retrieval (time of pick-up), Client shall be responsible for all lost or damaged Item(s). During rental, Client shall protect the Item(s) from weather, vandalism, theft, damage, or other similar risks. Prior to Retrieval of Item(s) from venue, Client, and/or an authorized representative of Client, shall inspect the Item(s), as to quality and quantity. Any damage and/or loss, will be noted and accompanied with photos, of proof of damage. Upon Retrieval of Item(s), We Marquee, LLC will inspect Item(s), within two (2) days. If any damage is notated that is beyond the fee of the Damage Waiver (mentioned as a 10% charge to cover damage to item(s)), We Marquee, LLC will notify Client, and Client will be responsible for rendering additional payment, at the discretion of We Marquee, LLC. We Marquee will facilitate all replacements and/or repairs to the Item(s), and Client will be charged balance between the Damage Waiver and Balance owed.

**SECTION 10 - MUTUAL AGREEMENT OF RENTAL ITEM(S) USE**

All Rental Item(s) are to be protected from any removable or permanent damage to the items, such as, but not limited to, vinyl graphics, markers, pens, candle wax, drink spills or stains, mud or dirt, animal hair or scratches, weather conditions (rain, snow, sleet, dew, humidity, and any other harmful weather conditions that may harm the integrity of the Rental Item(s)), scuffs, from rough moving, and any other damaging situations that may

harm the longevity and integrity of the Rental Item(s). When moving furniture, Item(s) must be picked up completely when moving and not pushed across the ground, to prevent breaking or damage. If such damage occurs while the Rental Item(s) are in the Client's possession (defined as time between Time of Delivery and Time of Pick-Up), the protocol for "Damage to Rental Item(s)" will occur as defined in section 5 herein.

#### **SECTION 11 -LIMIT OF LIABILITY**

If, due to illness, accident, unforeseen circumstances or Acts of God, We Marquee, LLC is unable to provide Items as contracted in this Agreement, every effort will be made by We Marquee, LLC to deliver rented Item(s) to Event Location, on Event Date, before the Event begins. If this cannot be done due to the above reasons, We Marquee, LLC agrees to refund the full amount paid by the Client. Upon such refund, this contract shall become null and void, and the client shall have no further legal recourse against We Marquee, LLC. Client hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to Company Rental Item(s) whether caused by the negligence of client or otherwise. Any dispute or litigation under the terms of this Agreement will be brought before a court of law, but before such legal litigation, the Parties mutually agree to professional dispute resolution, including mediation.

#### **SECTION 12 - GOVERNING LAW AND LEGAL REMEDIES**

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

#### **SECTION 13 - NO AGENCY**

The Vendor is an independent contractor providing services to the City and the employees, agents, and servants of the Vendor shall in no event be considered to be the employees, agents, or servants of the City. This Agreement is not intended to create an agency relationship between the Vendor and City.

#### **SECTION 14 - PAYMENT**

The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the City.

#### **SECTION 15 - RECORD KEEPING**

The vendor shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records



that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement shall be utilized.

**SECTION 16 - AVAILABILITY OF FUNDS**

The parties agree that under this agreement, the City's payment is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.

**SECTION 17 – PUBLIC RECORDS ACT**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

**SECTION 18 - ACCEPTANCE**

IN WITNESS WHEREOF, the City and the Vendor , acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

\_\_\_\_\_  
VENDOR' S SIGNATURE

Title \_\_\_\_\_

Date attested: \_\_\_\_\_

THE CITY OF JACKSON

By: \_\_\_\_\_  
Lumumba, Mayor

Attested By: \_\_\_\_\_  
City Clerk



W.K.  
KELLOGG  
FOUNDATION

*A Partner With Communities Where Children Come First*

One Michigan Avenue East  
Battle Creek, MI 49017-4012

MAIN 269.968.1611  
FAX 269.968.0413

*wkkf.org*

June 28, 2022

Jhai Keeton  
Deputy Director of Economic Development  
City of Jackson  
200 S. President St.  
Jackson, Mississippi 39205

RE: P-P0131760-2019 (Please refer to this number when writing to the W.K. Kellogg Foundation about this project.)

Dear Jhai Keeton:

The agreement dated April 29, 2019 ("Agreement"), between the W.K. Kellogg Foundation ("Foundation") and City of Jackson ("Grantee") is hereby amended as stated below. The purpose of the grant is to increase employment opportunities for low-income families of color through a stratified framework of workforce and economic development, job creation and employer engagement to achieve family economic security and regional prosperity. This letter of amendment ("Amendment") is based on the amendment request reference number P-P0131760-2019 ("Amendment Request"), submitted to the Foundation via its grantee portal.

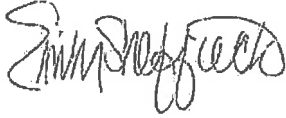
This Amendment provides an extension of the Grant Period through September 30, 2023. This amendment does not in any way increase the Foundation's commitment. As a reminder, reports for the period ending March 31, 2022, are due now. The budget for the remaining Reporting Period of April 1, 2022, through September 30, 2023, will be established after financial reporting has been submitted and approved by the Foundation program officer.

This Amendment may be executed in counterparts, and each counterpart will be deemed an original and all of which taken together will constitute one signed agreement between the parties. Such counterparts may be delivered in electronic format, including by facsimile, email or other transmission method, and such electronic delivery of an executed counterpart signature page to this Amendment shall be as effective as physical delivery of a manually executed counterpart. To the fullest extent permitted by law, any electronic signature to this Amendment shall have the same legal validity and enforceability as a manual signature, and the parties hereby waive any objection thereto. Minor variations in the form of the signature page, including footers from earlier versions of this Amendment, shall be disregarded in determining a party's intent or the effectiveness of such signature.

This Amendment will be governed by and construed in accordance with the governing laws set forth in the Agreement. All other terms and conditions contained in the Agreement continue to apply for the life of the grant. All capitalized terms used but not defined in this Amendment shall have the meaning given in the Agreement.

If you have any questions about the terms or conditions of this Amendment, please contact Grant Services at (269) 969-2330 or [grantservices@wkkf.org](mailto:grantservices@wkkf.org). On behalf of the Foundation, I extend every good wish for the continued success of this effort.

Sincerely,



Emily Sheffieck  
Grant Analyst



A Partner With Communities Where Children Come First

One Michigan Avenue East  
Battle Creek, MI 49017-4012

MAIN 269.968.1611  
FAX 269.968.0413

W.K.F.

April 29, 2019

Dr. Robert Blaine  
Chief Administrative Officer  
City of Jackson  
206 S President St.  
Jackson, MS 39205

RE: P0131760 (Please refer to this P number in ALL correspondence/reports)

Dear Dr. Blaine:

The W.K. Kellogg Foundation ("Foundation") is pleased to award the City of Jackson ("Grantee") a grant in the amount of \$1,895,000 for the Grant Period of April 1, 2019, through March 31, 2022, to increase employment opportunities for low-income families of color through a stratified framework of workforce and economic development, job creation and employer engagement to achieve family economic security and regional prosperity. Grant funds shall be used solely as specified in the proposal submitted on April 22, 2019, which is incorporated herein by reference (the "Project") and in accordance with the following terms and conditions of this Grant Agreement ("Agreement").

- Budget, Reporting Period(s) and Expenditures:** Grant funds shall be used solely for the purpose of the Project and only as indicated in the approved line-item budget submitted by Grantee as specified below. Grantee must obtain advance written approval from the Foundation program officer for disbursements substantially deviating from this budget. Expenses directly tracked to the grant are allowed. The Personnel budget category should include only salaries, benefits and payroll taxes for individuals working directly on the Project. Expenses charged to the Personnel budget category must be based on actual time spent working directly on the Project and shall be tracked through the use of time sheets or time studies. In limited circumstances, indirect costs are permitted and require preapproval from your Foundation program officer. Indirect costs are expenditures for activities or services that are not directly tracked to the Project, but rather are an allocation or percentage of organization-wide expenses. If approved, indirect costs shall not exceed 15 percent of the total grant amount (excluding indirect costs). Indirect costs exceeding this percentage or not preapproved by your Foundation program officer may be disallowed. Expenses must be incurred against the budget and during the approved timeline of reporting [hereinafter incorporated by reference as "Reporting Period(s)"] as follows:

	4/1/19-3/31/20	4/1/20-3/31/21	4/1/21-3/31/22	Total
Personnel	\$140,000	\$460,000	\$460,000	\$1,060,000
Contractual Services	\$ 25,000	\$ 5,000	\$ 0	\$ 30,000
Evaluation	\$ 50,000	\$ 50,000	\$ 50,000	\$ 150,000
Meetings & Conferences	\$110,000	\$130,000	\$115,000	\$ 355,000
Travel	\$ 15,000	\$ 15,000	\$ 15,000	\$ 45,000

Sub-grants to partner CBOs	\$ 0	\$120,000	\$120,000	\$ 240,000
Indirect Costs - Office Supplies	\$ 5,000	\$ 5,000	\$ 5,000	\$ 15,000
Grand Total	\$345,000	\$785,000	\$765,000	\$1,895,000

2. **Payment:** Upon receipt of Grantee's signed acceptance of this Agreement, payment of \$345,000 will be made to Grantee. Successive payments are contingent upon receipt and approval of reports, as defined in the Reporting section, which demonstrate to the Foundation satisfactory progress of the stated objectives of the Project. The Foundation reserves the right to change or adjust the payment schedule of the grant at any time and will inform Grantee of such change.
3. **No Earmarking:** Beyond the rights and obligations specifically stated in this Agreement, the Foundation disclaims any right to control or otherwise influence Grantee's use of these funds. Accordingly, the Foundation will not engage in earmarking any funds under this Agreement.
4. **Subgranting:** Subgranting occurs when Grantee provides Foundation funds in the form of a grant to one or more organizations that are selected by the Grantee. The Foundation retains no rights to select or veto ultimate recipients. Financial reporting on subgrants must be done on a cash basis.
5. **Accounting and Audit:** Grantee must maintain a separate accounting for this grant. This should be accomplished through the establishment of a separate general ledger account, fund or cost center. Grantee is encouraged to use all interest earned on grant funds to further the Project; however, a formal accounting of such income is not required. Grantee shall (i) maintain complete and accurate separate accounting, detailing receipts and expenditures made under the grant, and (ii) retain these records during the Grant Period and continuing at least four (4) years after receipt and acceptance of the final report. During this time, Grantee shall make such records available to the Foundation (or its designated representatives) for inspection or audit at the Foundation's expense and on reasonable notice to Grantee. The Foundation may also, at its expense and on reasonable notice to Grantee, monitor and evaluate operations under this grant, including on-site visits to observe Grantee's procedures and talk with Grantee's personnel.
6. **Reporting:** Within 45 days following the end of each Reporting Period, the Grantee will furnish to the Foundation program officer a report. The report will contain (i) a narrative report of what was accomplished by expenditure of the grant funds, (ii) an evaluation report and (iii) a financial statement reporting expenditures according to the approved grant budget. This reporting should be done using consistent accounting practices (cash or accrual) and should be certified only by an agent of the Grantee authorized to submit financial accounting on behalf of the Grantee. Failure to submit timely reports will result in delay in processing any subsequent payments to Grantee. A final report (which includes a narrative report and a financial statement of expenditures) is to be provided to the Foundation no later than three (3) months after the close of the final Reporting Period. Any unexpended funds remaining at the end of the final Reporting Period must be immediately returned to the Foundation, unless an extension has been approved in writing by the Foundation. Grantee agrees to provide the Foundation, upon request, a copy of all information relating to the results, findings or methods developed under the grant.
7. **Evaluation:** Evaluation is an essential integrated part of the Foundation's grantmaking, as we view evaluation as an important tool to track impact and to generate learning. For that, the Foundation supports Grantee's evaluation efforts to strengthen and/or build its internal organizational capacity to produce and use data and knowledge in advancing its work. The Foundation recommends that

Grantee consider developing an evaluation plan as a best practice so the evaluation activities and the reports will be guided by the plan. The evaluation reports created regarding the Project are to be submitted by the Grantee, in electronic format, along with Grantee's narrative and financial reports at the end of each Reporting Period.

8. **Legal and Tax Requirements:** Grantee represents and warrants to the Foundation that:
- A. Grantee is an organization in good standing, is either a governmental unit or an organization described in Section 501(c)(3) of the U.S. Internal Revenue Code ("Code"), and is not a "private foundation" within the meaning of Section 509(a) of the Code. Grantee will notify the Foundation immediately of any change in its tax status.
  - B. Grant funds may be expended only for charitable, educational, literary or scientific purposes. In no event will Grantee use grant funds or any income earned thereon:
    - a) To carry on propaganda or otherwise to attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Code).
    - b) To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code).
    - c) To make grants to individuals or to other organizations for travel, study or similar purpose that do not comply with the requirements of Section 4945(d)(3) or (4) of the Code.
    - d) To undertake any activity other than for a charitable, educational, literary or scientific purpose specified in Section 170(c)(2)(B) of the Code.
  - C. Grantee agrees that any subgrant utilizing funds from this grant must only be made to a governmental unit or an organization described in Section 501(c)(3) of the Code and which is not a "private foundation" within the meaning of Section 509(a) of the Code.
  - D. No part of the grant can inure to the benefit of any private person or entity in violation of Section 501(c)(3) and 4941 of the Code, including, but not limited to, any Foundation trustee, officer, employee, or his/her spouse, children, grandchildren, and great grandchildren or their respective spouses for any purpose.
  - E. Any payments made to or on behalf of any United States government official (federal, state, or local) in connection with this grant shall be limited to actual transportation costs solely within the United States plus an amount for related expenses (hotel, meals, etc.) at a rate not exceeding the standard per diem rate established by the U.S. General Services Administration.
  - F. Grantee is permitted under all applicable laws, ordinances, rules, and policies, including those concerning government ethics, to conduct the Project under the terms and conditions of this Agreement and to accept and use resources from the Foundation for such purposes.
  - G. Grantee agrees to conduct the Project in a manner that complies with all applicable laws, ordinances, rules, and policies.
  - H. Grantee has obtained all necessary approvals from State and City attorneys, ethics bodies, and other authorities necessary to ensure that it may conduct the Project under the terms and conditions of this Agreement and accept and use resources from the Foundation for such purposes.

- I. Communications between the Foundation and Grantee that are related to this Agreement or that are related to the Project do not constitute lobbying within the meaning of Mississippi Code. Annotated § 5-8-1.
9. **Patriot Act Compliance:** Grantee certifies that Foundation funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders including, but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224. Furthermore, Grantee agrees to ensure that any Foundation funds, either directly or through a subgrant, will not be disbursed to any organization or individual listed on the United States Government's Terrorist Exclusion List or the Office of Foreign Assets Control (OFAC) Specially Designated Nationals & Blocked Persons List. In addition, Grantee takes reasonable steps to ensure that its board, staff and subgrantees have no dealings whatsoever with known terrorist organizations.
10. **Ownership and Royalties:** Grantee and/or its subgrantee(s) will own all right, title and interest in and to all intellectual property, inventions, work products and works of authorship, including but not limited to literary and artistic works, products, materials, information and computer software, created or developed as a result of this grant (the "Developed Materials"). Grantee hereby grants to the Foundation, and shall ensure that each subgrantee grants to the Foundation, a perpetual, irrevocable, worldwide, royalty-free, non-exclusive right and license, with the right to grant sublicenses, to use, publish, distribute, display, perform, reproduce, copy, modify and prepare derivative works based upon the Developed Materials for non-commercial purposes. Grantee shall provide and cause each subgrantee to provide to the Foundation such further instruments as the Foundation may request to evidence, establish, maintain, or protect the Foundation's license rights. Any moneys realized by the Grantee or any subgrantee from sales or licenses of the intellectual property created or developed from this grant must be utilized exclusively for educational and charitable purposes and shall not inure to the personal benefit of any individual or noncharitable entity.
11. **Termination/Repayment of Grant Funds:** The Foundation reserves the right to discontinue funding and terminate the grant at any time if the Foundation determines, in its sole discretion, that: (i) it is not satisfied with the progress of the grant or the content of any written report, (ii) grant funds are not being used by Grantee or any subgrantee in an effective and efficient manner to further the grant's purpose or (iii) Grantee or any subgrantee has otherwise failed to comply with the terms of this Agreement. In the event the Foundation makes any such determination, the Foundation shall have the right to (i) discontinue any further payments to Grantee (under this or any other agreement the Foundation may have with Grantee), (ii) direct Grantee to repay to the Foundation any grant funds not used in accordance with this agreement and (iii) set-off any funds owing to the Foundation by Grantee under this agreement against funds the Foundation may owe Grantee under any other agreement.
12. **Release and Indemnity:** To the fullest extent permitted by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, trustees, employees, representatives and agents from and against any and all claims, demands, suits, damages, liabilities, injuries (personal or bodily), property damage, causes of action, losses, judgments, costs, expenses and penalties, including, without limitation, court costs and attorney's fees, arising out of (directly or indirectly) or related in any way to the negligent or wrongful acts or omissions of Grantee or any Grantee director, officer, employee, subgrantee, contractor or agent in connection with this

grant or Project, except to the extent resulting from the negligent or wrongful acts or omissions of the Foundation.

13. **Equal Opportunity:** The Foundation gives high priority to the realization of equality of opportunity for all members of society and strongly encourages diversity by the Grantee in all aspects of the Project and throughout all levels of the organization.
14. **Assignment Clause:** This Agreement, or any of the rights, obligations or funds awarded under this Agreement, may not be assigned without the Foundation's prior written consent. An assignment includes (i) any transfer of the Project; (ii) an assignment by operation of law, including a merger or consolidation; or (iii) the sale or transfer of all or substantially all of Grantee's assets.
15. **Use of Logo/Letterhead/Copyright:** The name, logo, letterhead or any item copyrighted by the Foundation may not be used by Grantee or any subgrantee without the written permission from the Foundation's communications department.
16. **Governing Law and Compliance:** This Agreement will be governed by and construed in accordance with the laws of the state of Michigan, with jurisdiction in the State and Federal Courts of Michigan. Grantee and all subgrantees will comply with all applicable local, state and federal laws and regulations.
17. **Entire Agreement, Severability and Amendment:** This Agreement contains the entire agreement between the Foundation and the Grantee relating to the subject matter hereof and supersedes all prior and contemporaneous negotiations, correspondence, understandings and agreements between the parties relating to the subject matter hereof. This Agreement may be modified or amended only by mutual written consent of the parties. In the event of any conflicting terms between this Agreement and the Project, this Agreement will supersede and govern. The Foundation's waiver or failure to enforce the terms and conditions of this Agreement in one instance shall not constitute a waiver of its rights hereunder with respect to other violations of this Agreement.
18. **Grantee Contact Information:** Grantee has indicated the following individuals hold key roles for this Project. Grantee shall provide written notification to the Foundation of any changes:

Legal Designee: Robert Blaine, Chief Administrative Officer  
Financial Designee: Wanda Horton, Director of Finance  
Project Director: Robert Blaine, Chief Administrative Officer

19. **Foundation Contact Information:** Your Foundation contact information for this grant is as follows:

Program Officer: Paula R. Sammons, PRS@wkkf.org  
Grant Support: Robyn Villanueva Keller, robyn.keller@wkkf.org, (269) 969-2661



If you have any questions about the terms or conditions of this Agreement, please contact Kristin Duffy directly at (269) 969-2095 or kristin.duffy@wkkf.org. On behalf of the Foundation, I extend every good wish for the success of this effort.

Sincerely,

DocuSigned by:  
*Ann C. Sherzer*  
D7A0591755a2456  
Ann C. Sherzer

Grants & Contracts Sr. Manager/Staff Attorney

As an authorized representative of the City of Jackson, Robert Blaine, Chief Administrative Officer, agrees to the terms and conditions of this Agreement.

Signature of Grantee:

DocuSigned by:  
*Robert Blaine*  
871923C1A5E416  
Robert Blaine

4/29/2019

# Business Services

<a href="https://www.sos.ms.gov/business-services/regulation">Home (https://www.sos.ms.gov/business-services/regulation)</a>	<a href="https://corp.sos.ms.gov/corp/portal/c/page/corpbusinessidsearch/portal.aspx">Business Search (https://corp.sos.ms.gov/corp/portal/c/page/corpbusinessidsearch/portal.aspx)</a>
<a href="https://corp.sos.ms.gov/corp/portal/c/page/corpcowfilings/portal.aspx">Business Filings (https://corp.sos.ms.gov/corp/portal/c/page/corpcowfilings/portal.aspx)</a>	
<a href="https://corp.sos.ms.gov/corp/portal/c/page/corpregisteredsгал/portal.aspx">Commercial Registered Agents (https://corp.sos.ms.gov/corp/portal/c/page/corpregisteredsгал/portal.aspx)</a>	
<a href="https://corp.sos.ms.gov/corp/portal/c/page/login/portal.aspx">User Login (https://corp.sos.ms.gov/corp/portal/c/page/login/portal.aspx)</a>	<a href="https://www.sos.ms.gov/content/documents/Business/FeeSchedule.pdf">Filing Fees (https://www.sos.ms.gov/content/documents/Business/FeeSchedule.pdf)</a>

## Business Search

Business Name	Business ID	Officer Name	Registered Agent
<b>Search Criteria</b> <input checked="" type="radio"/> Starting With <input type="radio"/> All Words <input type="radio"/> Any Words <input type="radio"/> Exact Match <input type="radio"/> Unknown <input type="radio"/> Exact Match Business Name: <input type="text" value="we marquee"/>			
<a href="#">View Filed Documents (#)</a> <a href="#">Opt-in or Opt-out of Email updates (#)</a> <a href="#">Print Business Details</a>			
Search Type: Business Name Search Date: 09/09/2022 02:05 Criteria: we marquee		Name History Name We Marquee LLC	
		Search Sub-Type: Starting With Search Thru Date: 09/07/2022 Result(s) Count: 1	
		Name Type Legal	

## Business Name Search Results

Business Name (#)	Business ID (#)	Business Type	Business ID	Effective Date	State of Incorporation	Principal Office Address	Registered Agent
1	1284400	Limited Liability Company	1284400	05/24/2021	Mississippi	4533 Ritchey Dr. Jackson, MS 39209	Ashley C. Ashley

**IT'S ALL ABOUT BUSINESS, Y'ALL!**

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**4533 RITCHHEY DR**  
Jackson, MS 39209

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[82-County Tour \(https://www.sos.ms.gov/82-county-tour\)](https://www.sos.ms.gov/82-county-tour)    [How Do I...? \(https://www.sos.ms.gov/how-do-i\)](https://www.sos.ms.gov/how-do-i)    [Links \(https://www.sos.ms.gov/links\)](https://www.sos.ms.gov/links)    [Disclaimer \(https://www.sos.ms.gov/disclaimer\)](https://www.sos.ms.gov/disclaimer)

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[y https://www.youtube.com/channel/UCP8PEf6C4jWZjuV\\_d1g](https://www.youtube.com/channel/UCP8PEf6C4jWZjuV_d1g)

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 EVENT RENTAL AGREEMENT WITH WE MARQUEE, LLC TO INSTALL AND SETUP MARQUEE LETTERS DURING THE TECH JXN 2022 CONFERENCE AND FESTIVAL ON NOVEMBER 17 AND 18, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF SEVEN HUNDRED AND SIXTY-FOUR DOLLARS (\$764.00) TO WE MARQUEE, LLC** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Sondra Moncure, *Deputy City Attorney* 

9/20/22  
Date

OFFICE OF THE CITY ATTORNEY  
9/20/22



OFFICE OF THE CITY ATTORNEY  
10/14/22

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FIFTY-FIVE TWENTY, LLC TO PROVIDE SOCIAL MEDIA MARKETING AND GRAPHIC DESIGN SERVICES TO PROMOTE THE TECH JXN 2022 CONFERENCE AND FESTIVAL ON NOVEMBER 17 – 18, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF FOUR THOUSAND AND ZERO CENTS (\$4,000.00) TO FIFTY-FIVE TWENTY, LLC.**

**WHEREAS**, Section 21-17-5 of the Mississippi Code vests the care, custody, and control of municipal property and affairs with the municipality; and

**WHEREAS**, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that are not inconsistent with the Mississippi Constitution of 1980, the Mississippi Code of 1972, and any other statute or law of the State of Mississippi; and

**WHEREAS**, the City of Jackson will host TECH JXN, a two-day conference/festival at the Jackson Convention Complex on November 17 – 18, 2022, to highlight the City of Jackson’s four primary economic development sectors and to showcase such opportunities within these sectors within the City of Jackson; and

**WHEREAS**, the Chief Administrative Office recommends retaining Fifty-Five Twenty, LLC to provide social media marketing and graphic design services to promote the TECH JXN 2022 conference/festival; and

**WHEREAS**, the Chief Administrative Office recommends that the City of Jackson execute an agreement with Fifty-Five Twenty, LLC that contains the following provisions:

**SECTION 1 - SCOPE OF THE AGREEMENT**

The City will receive certain marketing services, defined as follows: creating an Instagram page for TECH JXN (@TECHJXN), creating content for the TECH JXN page daily, sharing content on the TECH JXN page daily, building the audience of the TECH JXN page, engaging with followers, creating the general event flyer, creating up to 20 images to promote and marketing (social media) the event and activities relating to TECH JXN 2022, and being on-site for both days, if schedule allows (up to 2 hours each day for TECH JXN 2022 Conference, at the Jackson Convention Complex on November 17 - 18, 2022.

**SECTION 2 –TERM OF THE AGREEMENT**

The Consultant and the City hereby agree to enter into this Agreement, effective upon its execution through November 30, 2022.

**SECTION 3 - NOTICES**

Any proposed changes to this Agreement shall be communicated in writing between City and the Consultant soon as available. Changes must be made in writing, between the City and Fifty-five Twenty, LLC, within seven (7) business days of the Event Date, and may be subject to approval by the Jackson City Council.

Agenda Item No. 15  
Agenda Date October 11, 2022  
(Wright, Lumumba)

**SECTION 4 - COMPENSATION** For the duties and obligations to be performed by the Consultant pursuant to this Agreement, the City of Jackson agrees to compensate the Consultant in an amount not to exceed Four Thousand Dollars (\$4,000.00). The Consultant must submit an invoice to the COJ for payment. Consultant shall not perform any additional services for the COJ that is not authorized by this Agreement. Consultant will not receive any funds for services outside the Scope of Work.

**SECTION 5 – INDEPENDENT CONSULTANT:** The parties agree that the legal relationship between Consultant and COJ is strictly an independent Consultant relationship. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, agency, partnership, or Employer-Consultant relationship between the Parties. Neither Party shall have the power to bind the other Party in any manner. Additionally, the COJ shall have no obligation to Consultant with respect to the provision of any benefits (insurance, retirement or the like) nor shall the COJ have any responsibility for the payment of any taxes, fees, dues or memberships, workers' compensation premiums, or the like, which are the sole responsibility of the Consultant.

**SECTION 6 – APPROVAL:** It is understood that this Agreement requires approval by Jackson City Council and if not approved by the Jackson City Council, it is void, and no payment shall be made hereunder.

**SECTION 7 - AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Consultant to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

**SECTION 8 - NON-ASSIGNMENT AND SUBCONTRACTING:** The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Consultant named herein. Said Consultant understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.

**SECTION 9 - NON-WAIVER OF BREACH:** No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken

to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.

**SECTION 10 - PUBLIC RECORDS:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

**SECTION 11 - REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES:** The Consultant represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Consultant represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.

**SECTION 12 - SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

**SECTION 13 - CONFIDENTIALITY AND TREATMENT OF INFORMATION:** Consultant agrees that she will not improperly use or disclose any confidential information obtained in connection with activities in which it has been engaged under this Agreement. Consultant understands that it has both a professional and moral obligation to keep such Information confidential and at all times to maintain such Information in a safe and secure manner. Consultant agrees to hold such Information in the strictest confidence and use such Information only as and to the extent necessary and appropriate in connection with duties performed hereunder.

**SECTION 14 - GOVERNANCE:** This agreement shall be governed by the laws of the State of Mississippi. This agreement may be modified or amended only if the amendment is made in writing and signed by both parties. If any provision of this agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the agreement is invalid or unenforceable, but that by limiting such provisions shall be deemed to be written, construed and enforced as so limited. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the agreement. Any disputes will be presented to a court of competent jurisdiction in Hinds County, MS. In the event of a dispute regarding this agreement, the parties shall first attempt to mediate the issue with a mutually agreed mediator. If that is not successful, the dispute shall be arbitrated with a mutually agreed arbitrator.

**WHEREAS**, advertising and bidding requirements do not apply to a municipality for a personal service contract under section 31-7-13 of the Mississippi Code of 1972, as an amended; and

**WHEREAS**, the total cost to the City of Jackson for all services rendered will not exceed \$4,000.00 and will be paid from the *W.K. Kellogg Economic Pathways to Human Dignity* grant project; and

**WHEREAS**, the City of Jackson is authorized to utilize grant funds solely for the project's purpose, including expenses related to contractual services.

**IT IS HEREBY ORDERED** that the Mayor is authorized to execute an agreement with Fifty-Five Twenty, LLC to provide social media marketing and graphic design services to promote the TECH JXN 2022 conference and festival on November 17 – 18, 2022, and authorizing payment in the amount of Four Thousand Dollars (\$4,000.00) to Fifty-Five Twenty, LLC, which is to be paid out the W.K. Kellogg Foundation grant.



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

**9/29/22**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FIFTY-FIVE TWENTY TO PROVIDE SOCIAL MEDIA MARKETING AND GRAPHIC DESIGN SERVICES DURING THE TECH JXN 2022 CONFERENCE AND FESTIVAL ON NOVEMBER 17 – 18, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF FOUR THOUSAND AND ZERO CENTS (\$4,000) TO FIFTY-FIVE TWENTY</b>
2.	<b>Public Policy Initiative</b> <b>1. Youth &amp; Education</b> <b>2. Crime Prevention</b> <b>3. Changes in City Government</b> <b>4. Neighborhood Enhancement</b> <b>5. Economic Development</b> <b>6. Infrastructure &amp; Transportation</b> <b>7. Quality of Life</b>	5. Economic Development
3.	<b>Who will be affected</b>	Citizens of Jackson, potential TECH JXN attendees.
4.	<b>Benefits</b>	Raise awareness of the event and free programming.
5.	<b>Schedule (beginning date)</b>	October 15, 2022
6.	<b>Location:</b> <b>WARD</b> <b>CITYWIDE (yes or no) (area)</b> <b>Project limits if applicable</b>	All Wards
7.	<b>Action implemented by:</b> <input checked="" type="checkbox"/> <b>City Department</b> <input type="checkbox"/> <b>Consultant</b>	CAO
8.	<b>COST</b>	\$4,000.00
9.	<b>Source of Funding</b> <input type="checkbox"/> <b>General Fund</b> <input checked="" type="checkbox"/> <b>Grant</b> <input type="checkbox"/> <b>Bond</b> <input type="checkbox"/> <b>Other</b>	EPHD, Kellogg
10.	<b>EBO participation</b>	ABE ___ % <b>WAIVER</b> yes ___ no ___ N/A <u>X</u> AABE ___ % <b>WAIVER</b> yes ___ no ___ N/A <u>X</u> WBE ___ % <b>WAIVER</b> yes ___ no ___ N/A <u>X</u> HBE ___ % <b>WAIVER</b> yes ___ no ___ N/A <u>X</u> NABE ___ % <b>WAIVER</b> yes ___ no ___ N/A <u>X</u>

**DEPARTMENT OF PLANNING  
AND DEVELOPMENT**

**MEMORANDUM**

**TO:** Chokwe Antar Lumumba, Mayor  
**FROM:** Louis Wright, CAO  
**DATE:** September 29, 2022  
**RE:** Agenda Item October 11, 2022, City Council Meeting

The attached agenda item authorizes the mayor to execute an agreement with Fifty-Five Twenty to provide social media marketing and graphic design services during the TECH JXN 2022 conference and festival on November 17 – 18, 2022 and authorizes payment in the amount of four thousand and zero cents (\$4,000) to Fifty-Five Twenty.

**Fifty-Five Twenty, LLC**  
**Consultant Agreement**  
**With the City of Jackson, MS for TECH JXN 2022**

THIS AGREEMENT made by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter called ("City"), and Fifty-five Twenty, LLC, hereinafter called the ("Consultant") having its principal place of business at P.O. Box 391 Ridgeland, MS 39158.

**WHEREAS**, the City is a corporate body politic organized and existing pursuant to the laws of the State of Mississippi; and

**WHEREAS**, the City and Fifty-five Twenty, LLC agree to enter into this Agreement where the City is receiving marketing services, and Fifty-five Twenty, LLC will provide professional services with the overarching goal to 1) enhance the method of transmitting the message of TECH JXN by increasing its awareness, engagement, and participation via social media, and 2) elevate the brand of TECH JXN through the process of making its brand known to its target audience, to increase turnout at TECH JXN 2022 on November 17 – 18, 2022.

**NOW, THEREFORE**, in consideration of these promises and of the mutual covenants exchanged herein, the City and the Consultant agree to be bound by the following terms and conditions:

**SECTION 1 - SCOPE OF THE AGREEMENT**

The City will receive certain marketing services, defined as follows: creating an Instagram page for TECH JXN (@TECHJXN), creating content for the TECH JXN page daily, sharing content on the TECH JXN page daily, building the audience of the TECH JXN page, engaging with followers, creating the general event flyer, creating up to 20 images to promote and marketing (social media) the event and activities relating to TECH JXN 2022, and being on-site for both days, if schedule allows (up to 2 hours each day for TECH JXN 2022 Conference, at the Jackson Convention Complex on November 17 - 18, 2022.

**SECTION 2 –TERM OF THE AGREEMENT**

The Consultant and the City hereby agree to enter into this Agreement, effective upon its execution through November 30, 2022.

**SECTION 3 - NOTICES**

Any proposed changes to this Agreement shall be communicated in writing between City and the Consultant soon as available. Changes must be made in writing, between the City and Fifty-five Twenty, LLC, within seven (7) business days of the Event Date, and may be subject to approval by the Jackson City Council.

**SECTION 4 - COMPENSATION** For the duties and obligations to be performed by the Consultant pursuant to this Agreement, the City of Jackson agrees to compensate the Consultant in an amount not to exceed Four Thousand Dollars (\$4,000.00). The Consultant must submit an invoice to the COJ for payment. Consultant shall not perform any additional services for the COJ that is not authorized by this Agreement. Consultant will not receive any funds for services outside the Scope of Work.

**SECTION 5 – INDEPENDENT CONSULTANT:** The parties agree that the legal relationship between Consultant and COJ is strictly an independent Consultant relationship. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, agency, partnership, or Employer-Consultant relationship between the Parties. Neither Party shall have the power to bind the other Party in any manner. Additionally, the COJ shall have no obligation to Consultant with respect to the provision of any benefits (insurance, retirement or the like) nor shall the COJ have any responsibility for the payment of any taxes, fees, dues or memberships, workers' compensation premiums, or the like, which are the sole responsibility of the Consultant.

**SECTION 6 – APPROVAL** It is understood that this Agreement requires approval by Jackson City Council and if not approved by the Jackson City Council, it is void, and no payment shall be made hereunder.

**SECTION 7 - AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Consultant to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

**SECTION 8 - NON-ASSIGNMENT AND SUBCONTRACTING:** The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Consultant named herein. Said Consultant understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.

**SECTION 9 - NON-WAIVER OF BREACH:** No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of

any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.

**SECTION 10 – PUBLIC RECORDS:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

**SECTION 11 - REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES:** The Consultant represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Consultant represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.

**SECTION 12 - SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

**SECTION 13 - CONFIDENTIALITY AND TREATMENT OF INFORMATION:** Consultant agrees that she will not improperly use or disclose any confidential information obtained in connection with activities in which it has been engaged under this Agreement. Consultant understands that it has both a professional and moral obligation to keep such Information confidential and at all times to maintain such Information in a safe and secure manner. Consultant agrees to hold such Information in the strictest confidence and use such Information only as and to the extent necessary and appropriate in connection with duties performed hereunder.

**SECTION 14 - GOVERNANCE:** This agreement shall be governed by the laws of the State of Mississippi. This agreement may be modified or amended only if the amendment is made in writing and signed by both parties. If any provision of this agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the agreement is invalid or unenforceable, but that by limiting such provisions shall be deemed to be written, construed and enforced as so limited. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the agreement. Any disputes will be presented to a court of competent jurisdiction in Hinds County, MS. In the event of a dispute regarding this agreement,

the parties shall first attempt to mediate the issue with a mutually agreed mediator. If that is not successful, the dispute shall be arbitrated with a mutually agreed arbitrator.

**SECTION 15 - ACCEPTANCE**

IN WITNESS WHEREOF, the City and the Vendor, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

\_\_\_\_\_  
VENDOR'S SIGNATURE

Title \_\_\_\_\_

Date attested: \_\_\_\_\_

THE CITY OF JACKSON

By: \_\_\_\_\_  
Lumumba, Mayor

Attested By: \_\_\_\_\_  
City Clerk

|

|



**fifty-five | twenty**  
*public relations • marketing • development*

**PREPARED FOR: CITY OF JACKSON - DEPARTMENT OF PLANNING & DEVELOPMENT**  
**PREPARED BY: THERESA G. KENNEDY, PRINCIPAL**

**fifty-five | twenty**  
*public relations • marketing • development*

***Flat Service Rate:*** \$4,000 for the duration of the Service Date

Client will be billed monthly via an electronic invoice sent on the 30th of each month.

***Service Date:*** Starting October 15, 2022 - November 30, 2022

We hope that this proposal provides some insight to our services and compensation. Should you have any questions, please call or email us. Again, thank you for consideration. We look forward to working with you.



# Business Services

[Home \(https://www.sos.ms.gov/business-services/regulation\)](https://www.sos.ms.gov/business-services/regulation) | 
 [Business Search \(https://corp.sos.ms.gov/corp/portal/c/page/corpbusinessidssearch/portal.aspx\)](https://corp.sos.ms.gov/corp/portal/c/page/corpbusinessidssearch/portal.aspx)  
[Business Filings \(https://corp.sos.ms.gov/corp/portal/c/page/corpmeyfillings/portal.aspx\)](https://corp.sos.ms.gov/corp/portal/c/page/corpmeyfillings/portal.aspx) |  
[Commercial Registered Agents \(https://corp.sos.ms.gov/corp/portal/c/page/corpregisteredagent/portal.aspx\)](https://corp.sos.ms.gov/corp/portal/c/page/corpregisteredagent/portal.aspx) |  
[User Login \(https://corp.sos.ms.gov/corp/portal/c/page/corplogin/portal.aspx\)](https://corp.sos.ms.gov/corp/portal/c/page/corplogin/portal.aspx) | 
 [Filing Fees \(https://www.sos.ms.gov/content/documents/Business/FecSchedule.pdf\)](https://www.sos.ms.gov/content/documents/Business/FecSchedule.pdf)

## Business Search

Business Name	Business ID	Officer Name	Registered Agent						
<b>Search Criteria</b> <input checked="" type="radio"/> Starting With <input type="radio"/> All Words <input type="radio"/> Any Words <input type="radio"/> Exact Match									
Business Name: <input type="text" value="Fifty-five twenty"/>		User Actions <a href="#">View Filed Documents (#)</a> <a href="#">Opt-in or Opt-out of Email updates (#)</a> <a href="#">Print Business Details (#)</a>							
Search Type: Business Name Search Date: 10/03/2022 11:32 Criteria: Fifty-five twenty		Search Sub-Type: Starting With Search Term Date: 10/01/2022 Result(s) Count: 2 Name Type: Legal							
<table border="1"> <thead> <tr> <th>Name History</th> <th>Name</th> <th>Name Type</th> </tr> </thead> <tbody> <tr> <td></td> <td>Fifty-Five Twenty LLC</td> <td>Legal</td> </tr> </tbody> </table>				Name History	Name	Name Type		Fifty-Five Twenty LLC	Legal
Name History	Name	Name Type							
	Fifty-Five Twenty LLC	Legal							

## Business Name Search Results

Business Name (#)	Business ID (#)	Business Type	Status	Effective Date	State of Incorporation	Principal Office Address	Registered Agent	Details (#)
Fifty-Five Twenty LLC	1008032	Limited Liability Company	Good Standing	09/11/2012	Mississippi	568 Boardwalk Blvd Ridgeland, MS 39157	Standing	Details (#)
Fifty-Five Twenty Properties, LLC	1082335	Limited Liability Company	Standing	09/11/2015	Mississippi	568 Boardwalk Blvd Ridgeland, MS 39157	Standing	Details (#)

**IT'S ALL ABOUT BUSINESS, Y'all!**  
 Kennedy, Theresa G. (portal.aspx?searchby=agents&agentName=TheresaG2%20A0Kensidy)  
 568 Boardwalk Blvd ; PO Box 391  
 Ridgeland, MS 39157  
 Officer / Directors  
 Name  
 Theresa G. Kennedy (portal.aspx?searchby=officers&officerName=TheresaG2%20A0Kensidy)  
 568 Boardwalk Blvd  
 Ridgeland, MS 39157  
 SOS.MS.GOV

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**Michael Watson**  
SECRETARY OF STATE

[Employment \(https://www.sos.ms.gov/contact-us/employment-opportunities\)](https://www.sos.ms.gov/contact-us/employment-opportunities) | 
 [Online Services Directory \(https://www.sos.ms.gov/online-services-directory\)](https://www.sos.ms.gov/online-services-directory) | 
 [Fee & Forms Directory \(https://www.sos.ms.gov/business-services/fee-forms-directory\)](https://www.sos.ms.gov/business-services/fee-forms-directory)

[82-County Tour \(https://www.sos.ms.gov/82-county-tour\)](https://www.sos.ms.gov/82-county-tour) | 
 [How Do I...? \(https://www.sos.ms.gov/how-do-it\)](https://www.sos.ms.gov/how-do-it) | 
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 [Email \(mailto:mississippi@sos.ms.gov\)](mailto:mississippi@sos.ms.gov) | 
 [Instagram \(https://www.instagram.com/Mississippi\\_SOS\)](https://www.instagram.com/Mississippi_SOS)

[YouTube \(https://www.youtube.com/channel/UCP9PHfGj4HjWXjvtV\\_d1e\)](https://www.youtube.com/channel/UCP9PHfGj4HjWXjvtV_d1e)



*A Partner With Communities Where Children Come First*

One Michigan Avenue East  
Battle Creek, MI 49017-4012

MAIN 269.968.1611  
FAX 269.968.0413

[wkkf.org](http://wkkf.org)

June 28, 2022

Jhai Keeton  
Deputy Director of Economic Development  
City of Jackson  
200 S. President St.  
Jackson, Mississippi 39205

RE: P-P0131760-2019 (Please refer to this number when writing to the W.K. Kellogg Foundation about this project.)

Dear Jhai Keeton:

The agreement dated April 29, 2019 ("Agreement"), between the W.K. Kellogg Foundation ("Foundation") and City of Jackson ("Grantee") is hereby amended as stated below. The purpose of the grant is to increase employment opportunities for low-income families of color through a stratified framework of workforce and economic development, job creation and employer engagement to achieve family economic security and regional prosperity. This letter of amendment ("Amendment") is based on the amendment request reference number P-P0131760-2019 ("Amendment Request"), submitted to the Foundation via its grantee portal.

This Amendment provides an extension of the Grant Period through September 30, 2023. This amendment does not in any way increase the Foundation's commitment. As a reminder, reports for the period ending March 31, 2022, are due now. The budget for the remaining Reporting Period of April 1, 2022, through September 30, 2023, will be established after financial reporting has been submitted and approved by the Foundation program officer.

This Amendment may be executed in counterparts, and each counterpart will be deemed an original and all of which taken together will constitute one signed agreement between the parties. Such counterparts may be delivered in electronic format, including by facsimile, email or other transmission method, and such electronic delivery of an executed counterpart signature page to this Amendment shall be as effective as physical delivery of a manually executed counterpart. To the fullest extent permitted by law, any electronic signature to this Amendment shall have the same legal validity and enforceability as a manual signature, and the parties hereby waive any objection thereto. Minor variations in the form of the signature page, including footers from earlier versions of this Amendment, shall be disregarded in determining a party's intent or the effectiveness of such signature.

This Amendment will be governed by and construed in accordance with the governing laws set forth in the Agreement. All other terms and conditions contained in the Agreement continue to apply for the life of the grant. All capitalized terms used but not defined in this Amendment shall have the meaning given in the Agreement.

If you have any questions about the terms or conditions of this Amendment, please contact Grant Services at (269) 969-2330 or [grantservices@wkkf.org](mailto:grantservices@wkkf.org). On behalf of the Foundation, I extend every good wish for the continued success of this effort.

Sincerely,

A handwritten signature in black ink, appearing to read "Emily Sheffieck". The signature is written in a cursive, somewhat stylized font.

Emily Sheffieck  
Grant Analyst



One Michigan Avenue East  
 Battle Creek, MI 49017-4012  
 MAIN 269.968.1611  
 FAX 269.968.0413  
 wkkf.org

April 29, 2019

Dr. Robert Blaine  
 Chief Administrative Officer  
 City of Jackson  
 206 S President St.  
 Jackson, MS 39205

RE: P0131760 (Please refer to this P number in ALL correspondence/reports)

Dear Dr. Blaine:

The W.K. Kellogg Foundation (“Foundation”) is pleased to award the City of Jackson (“Grantee”) a grant in the amount of \$1,895,000 for the Grant Period of April 1, 2019, through March 31, 2022, to increase employment opportunities for low-income families of color through a stratified framework of workforce and economic development, job creation and employer engagement to achieve family economic security and regional prosperity. Grant funds shall be used solely as specified in the proposal submitted on April 22, 2019, which is incorporated herein by reference (the “Project”) and in accordance with the following terms and conditions of this Grant Agreement (“Agreement”).

- Budget, Reporting Period(s) and Expenditures:** Grant funds shall be used solely for the purpose of the Project and only as indicated in the approved line-item budget submitted by Grantee as specified below. Grantee must obtain advance written approval from the Foundation program officer for disbursements substantially deviating from this budget. Expenses directly tracked to the grant are allowed. The Personnel budget category should include only salaries, benefits and payroll taxes for individuals working directly on the Project. Expenses charged to the Personnel budget category must be based on actual time spent working directly on the Project and shall be tracked through the use of time sheets or time studies. In limited circumstances, indirect costs are permitted and require preapproval from your Foundation program officer. Indirect costs are expenditures for activities or services that are not directly tracked to the Project, but rather are an allocation or percentage of organization-wide expenses. If approved, indirect costs shall not exceed 15 percent of the total grant amount (excluding indirect costs). Indirect costs exceeding this percentage or not preapproved by your Foundation program officer may be disallowed. Expenses must be incurred against the budget and during the approved timeline of reporting [hereinafter incorporated by reference as “Reporting Period(s)”] as follows:

	4/1/19-3/31/20	4/1/20-3/31/21	4/1/21-3/31/22	Total
Personnel	\$140,000	\$460,000	\$460,000	\$1,060,000
Contractual Services	\$ 25,000	\$ 5,000	\$ 0	\$ 30,000
Evaluation	\$ 50,000	\$ 50,000	\$ 50,000	\$ 150,000
Meetings & Conferences	\$110,000	\$130,000	\$115,000	\$ 355,000
Travel	\$ 15,000	\$ 15,000	\$ 15,000	\$ 45,000

Sub-grants to partner CBOs	\$ 0	\$120,000	\$120,000	\$ 240,000
Indirect Costs - Office Supplies	\$ 5,000	\$ 5,000	\$ 5,000	\$ 15,000
Grand Total	\$345,000	\$785,000	\$765,000	\$1,895,000

2. **Payment:** Upon receipt of Grantee's signed acceptance of this Agreement, payment of \$345,000 will be made to Grantee. Successive payments are contingent upon receipt and approval of reports, as defined in the Reporting section, which demonstrate to the Foundation satisfactory progress of the stated objectives of the Project. The Foundation reserves the right to change or adjust the payment schedule of the grant at any time and will inform Grantee of such change.
3. **No Earmarking:** Beyond the rights and obligations specifically stated in this Agreement, the Foundation disclaims any right to control or otherwise influence Grantee's use of these funds. Accordingly, the Foundation will not engage in earmarking any funds under this Agreement.
4. **Subgranting:** Subgranting occurs when Grantee provides Foundation funds in the form of a grant to one or more organizations that are selected by the Grantee. The Foundation retains no rights to select or veto ultimate recipients. Financial reporting on subgrants must be done on a cash basis.
5. **Accounting and Audit:** Grantee must maintain a separate accounting for this grant. This should be accomplished through the establishment of a separate general ledger account, fund or cost center. Grantee is encouraged to use all interest earned on grant funds to further the Project; however, a formal accounting of such income is not required. Grantee shall (i) maintain complete and accurate separate accounting, detailing receipts and expenditures made under the grant, and (ii) retain these records during the Grant Period and continuing at least four (4) years after receipt and acceptance of the final report. During this time, Grantee shall make such records available to the Foundation (or its designated representatives) for inspection or audit at the Foundation's expense and on reasonable notice to Grantee. The Foundation may also, at its expense and on reasonable notice to Grantee, monitor and evaluate operations under this grant, including on-site visits to observe Grantee's procedures and talk with Grantee's personnel.
6. **Reporting:** Within 45 days following the end of each Reporting Period, the Grantee will furnish to the Foundation program officer a report. The report will contain (i) a narrative report of what was accomplished by expenditure of the grant funds, (ii) an evaluation report and (iii) a financial statement reporting expenditures according to the approved grant budget. This reporting should be done using consistent accounting practices (cash or accrual) and should be certified only by an agent of the Grantee authorized to submit financial accounting on behalf of the Grantee. Failure to submit timely reports will result in delay in processing any subsequent payments to Grantee. A final report (which includes a narrative report and a financial statement of expenditures) is to be provided to the Foundation no later than three (3) months after the close of the final Reporting Period. Any unexpended funds remaining at the end of the final Reporting Period must be immediately returned to the Foundation, unless an extension has been approved in writing by the Foundation. Grantee agrees to provide the Foundation, upon request, a copy of all information relating to the results, findings or methods developed under the grant.
7. **Evaluation:** Evaluation is an essential integrated part of the Foundation's grantmaking, as we view evaluation as an important tool to track impact and to generate learning. For that, the Foundation supports Grantee's evaluation efforts to strengthen and/or build its internal organizational capacity to produce and use data and knowledge in advancing its work. The Foundation recommends that

Grantee consider developing an evaluation plan as a best practice so the evaluation activities and the reports will be guided by the plan. The evaluation reports created regarding the Project are to be submitted by the Grantee, in electronic format, along with Grantee's narrative and financial reports at the end of each Reporting Period.

8. **Legal and Tax Requirements:** Grantee represents and warrants to the Foundation that:
- A. Grantee is an organization in good standing, is either a governmental unit or an organization described in Section 501(c)(3) of the U.S. Internal Revenue Code ("Code"), and is not a "private foundation" within the meaning of Section 509(a) of the Code. Grantee will notify the Foundation immediately of any change in its tax status.
  - B. Grant funds may be expended only for charitable, educational, literary or scientific purposes. In no event will Grantee use grant funds or any income earned thereon:
    - a) To carry on propaganda or otherwise to attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Code).
    - b) To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code).
    - c) To make grants to individuals or to other organizations for travel, study or similar purpose that do not comply with the requirements of Section 4945(d)(3) or (4) of the Code.
    - d) To undertake any activity other than for a charitable, educational, literary or scientific purpose specified in Section 170(c)(2)(B) of the Code.
  - C. Grantee agrees that any subgrant utilizing funds from this grant must only be made to a governmental unit or an organization described in Section 501(c)(3) of the Code and which is not a "private foundation" within the meaning of Section 509(a) of the Code.
  - D. No part of the grant can inure to the benefit of any private person or entity in violation of Section 501(c)(3) and 4941 of the Code, including, but not limited to, any Foundation trustee, officer, employee, or his/her spouse, children, grandchildren, and great grandchildren or their respective spouses for any purpose.
  - E. Any payments made to or on behalf of any United States government official (federal, state, or local) in connection with this grant shall be limited to actual transportation costs solely within the United States plus an amount for related expenses (hotel, meals, etc.) at a rate not exceeding the standard per diem rate established by the U.S. General Services Administration.
  - F. Grantee is permitted under all applicable laws, ordinances, rules, and policies, including those concerning government ethics, to conduct the Project under the terms and conditions of this Agreement and to accept and use resources from the Foundation for such purposes.
  - G. Grantee agrees to conduct the Project in a manner that complies with all applicable laws, ordinances, rules, and policies.
  - H. Grantee has obtained all necessary approvals from State and City attorneys, ethics bodies, and other authorities necessary to ensure that it may conduct the Project under the terms and conditions of this Agreement and accept and use resources from the Foundation for such purposes.

- I. Communications between the Foundation and Grantee that are related to this Agreement or that are related to the Project do not constitute lobbying within the meaning of Mississippi Code. Annotated § 5-8-1.
9. **Patriot Act Compliance:** Grantee certifies that Foundation funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders including, but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224. Furthermore, Grantee agrees to ensure that any Foundation funds, either directly or through a subgrant, will not be disbursed to any organization or individual listed on the United States Government's Terrorist Exclusion List or the Office of Foreign Assets Control (OFAC) Specially Designated Nationals & Blocked Persons List. In addition, Grantee takes reasonable steps to ensure that its board, staff and subgrantees have no dealings whatsoever with known terrorist organizations.
10. **Ownership and Royalties:** Grantee and/or its subgrantee(s) will own all right, title and interest in and to all intellectual property, inventions, work products and works of authorship, including but not limited to literary and artistic works, products, materials, information and computer software, created or developed as a result of this grant (the "Developed Materials"). Grantee hereby grants to the Foundation, and shall ensure that each subgrantee grants to the Foundation, a perpetual, irrevocable, worldwide, royalty-free, non-exclusive right and license, with the right to grant sublicenses, to use, publish, distribute, display, perform, reproduce, copy, modify and prepare derivative works based upon the Developed Materials for non-commercial purposes. Grantee shall provide and cause each subgrantee to provide to the Foundation such further instruments as the Foundation may request to evidence, establish, maintain, or protect the Foundation's license rights. Any moneys realized by the Grantee or any subgrantee from sales or licenses of the intellectual property created or developed from this grant must be utilized exclusively for educational and charitable purposes and shall not inure to the personal benefit of any individual or noncharitable entity.
11. **Termination/Repayment of Grant Funds:** The Foundation reserves the right to discontinue funding and terminate the grant at any time if the Foundation determines, in its sole discretion, that: (i) it is not satisfied with the progress of the grant or the content of any written report, (ii) grant funds are not being used by Grantee or any subgrantee in an effective and efficient manner to further the grant's purpose or (iii) Grantee or any subgrantee has otherwise failed to comply with the terms of this Agreement. In the event the Foundation makes any such determination, the Foundation shall have the right to (i) discontinue any further payments to Grantee (under this or any other agreement the Foundation may have with Grantee), (ii) direct Grantee to repay to the Foundation any grant funds not used in accordance with this agreement and (iii) set-off any funds owing to the Foundation by Grantee under this agreement against funds the Foundation may owe Grantee under any other agreement.
12. **Release and Indemnity:** To the fullest extent permitted by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, trustees, employees, representatives and agents from and against any and all claims, demands, suits, damages, liabilities, injuries (personal or bodily), property damage, causes of action, losses, judgments, costs, expenses and penalties, including, without limitation, court costs and attorney's fees, arising out of (directly or indirectly) or related in any way to the negligent or wrongful acts or omissions of Grantee or any Grantee director, officer, employee, subgrantee, contractor or agent in connection with this

grant or Project, except to the extent resulting from the negligent or wrongful acts or omissions of the Foundation.

13. **Equal Opportunity:** The Foundation gives high priority to the realization of equality of opportunity for all members of society and strongly encourages diversity by the Grantee in all aspects of the Project and throughout all levels of the organization.
14. **Assignment Clause:** This Agreement, or any of the rights, obligations or funds awarded under this Agreement, may not be assigned without the Foundation's prior written consent. An assignment includes (i) any transfer of the Project; (ii) an assignment by operation of law, including a merger or consolidation; or (iii) the sale or transfer of all or substantially all of Grantee's assets.
15. **Use of Logo/Letterhead/Copyright:** The name, logo, letterhead or any item copyrighted by the Foundation may not be used by Grantee or any subgrantee without the written permission from the Foundation's communications department.
16. **Governing Law and Compliance:** This Agreement will be governed by and construed in accordance with the laws of the state of Michigan, with jurisdiction in the State and Federal Courts of Michigan. Grantee and all subgrantees will comply with all applicable local, state and federal laws and regulations.
17. **Entire Agreement, Severability and Amendment:** This Agreement contains the entire agreement between the Foundation and the Grantee relating to the subject matter hereof and supersedes all prior and contemporaneous negotiations, correspondence, understandings and agreements between the parties relating to the subject matter hereof. This Agreement may be modified or amended only by mutual written consent of the parties. In the event of any conflicting terms between this Agreement and the Project, this Agreement will supersede and govern. The Foundation's waiver or failure to enforce the terms and conditions of this Agreement in one instance shall not constitute a waiver of its rights hereunder with respect to other violations of this Agreement.
18. **Grantee Contact Information:** Grantee has indicated the following individuals hold key roles for this Project. Grantee shall provide written notification to the Foundation of any changes:  
  
Legal Designee: Robert Blaine, Chief Administrative Officer  
Financial Designee: LaaWanda Horton, Director of Finance  
Project Director: Robert Blaine, Chief Administrative Officer
19. **Foundation Contact Information:** Your Foundation contact information for this grant is as follows:  
  
Program Officer: Paula R. Sammons, PRS@wkkf.org  
Grant Support: Robyn Villanueva Keller, robyn.keller@wkkf.org, (269) 969-2661



If you have any questions about the terms or conditions of this Agreement, please contact Kristin Duffy directly at (269) 969-2095 or kristin.duffy@wkkf.org. On behalf of the Foundation, I extend every good wish for the success of this effort.

Sincerely,

DocuSigned by:  
*Ann C. Sherzer*  
D7A999125542458  
Ann C. Sherzer

Grants & Contracts Sr. Manager/Staff Attorney

As an authorized representative of the City of Jackson, Robert Blaine, Chief Administrative Officer, agrees to the terms and conditions of this Agreement.

Signature of Grantee:

DocuSigned by:  
*Robert Blaine*  
8F1988C45E1E  
Robert Blaine

4/29/2019

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 FIFTY-FIVE TWENTY, LLC TO PROVIDE SOCIAL MEDIA MARKETING AND GRAPHIC DESIGN SERVICES TO PROMOTE THE TECH JXN 2022 CONFERENCE AND FESTIVAL ON NOVEMBER 17-18, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF FOUR THOUSAND AND ZERO CENTS (\$4,000.00) TO FIFTY-FIVE TWENTY, LLC is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney *S.M.*

10/5/22  
Date

OFFICE OF THE CITY ATTORNEY  
S.M. 10/4/22

OFFICE OF THE CITY ATTORNEY  
8/22/2022

**ORDER AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND DAIGLE LAW GROUP FOR THE REVIEWING AND REVISING OF THE JACKSON POLICE DEPARTMENT GENERAL ORDERS**

**WHEREAS**, the City of Jackson Police Department uses its General Orders as the rules and regulations to govern its employees and maintain its accreditation, effective upon execution the agreement and expires after eighteen (18) months; and

**WHEREAS**, Daigle Law Group provides consulting services to review and revise policy and procedure manuals for law enforcement agencies; and

**WHEREAS**, Eric Daigle is a Police Practices Consultant providing resources and guidance to police organizations and management in multiple areas of law enforcement operations; and

**WHEREAS**, Daigle Law Group will review and analyze the current policy and procedure manual in operation at the Jackson Police Department and utilize its model policies that meet the national standards including legal standards, Consent Decree, and review of national accreditation standards in the form of model policies and common police practices utilizing subject matter experts and legal counsel the policies will be developed to meet MS law, court rulings, and state statute legal standards for a sum of two hundred dollars (\$200.00)per hour with a total amount not to exceed thirty-five thousand dollars (\$35,000.00); and

**WHEREAS**, the City of Jackson Police Department has sufficient funding to pay for said professional services from general fund # 001.442.26.6419; and

**WHEREAS**, the need for additional legal services not related to reviewing and revising the City of Jackson Police Department General Orders will require a new agreement; and

**WHEREAS**, the City of Jackson Police Department will be responsible for all reasonable cost directly related to the policy development and consultant services; and

**WHEREAS**, the City of Jackson Police Department has been advised that the approximate cost of thirty-five thousand dollars (\$35,000.00) is an estimate; and

**WHEREAS**, the City of Jackson Police Department may terminate services at anytime by delivering a written letter to Daigle Law Group, upon termination the City of Jackson Police Department shall promptly pay all fees earned and costs advanced through the time and date of termination notice receipt; and

**IT IS HEREBY ORDERED** that the City of Jackson is authorized to enter into an agreement for the review and revision of the Jackson Police Department General Orders and to pay Daigle Law Group an amount not to exceed thirty-five thousand dollars (\$35,000.00) from general fund # 001.442.26.6419.

**APPROVED FOR AGENDA:**

Agenda Item No. 16  
Agenda Date October 11, 2022  
(Davis, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 12, 2022  
DATE

POINTS		COMENTS			
1.	<b>Brief Description/Purpose</b>	TO AUTHORIZE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND DAIGLE LAW GROUP FOR PROFESSIONAL SERVICES IN REVIEWING AND REVISING THE GENERAL ORDERS			
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 & QUALITY OF LIFE			
3.	<b>Who will be affected</b>	JACKSON POLICE DEPARTMENT			
4.	<b>Benefits</b>	THE JACKSON POLICE DEPARTMENT WILL HAVE AN UPDATED POLICY AND PROCEDURE MANUAL. WILL ALSO ASSIST WITH MAINTAINING ACCREDITATION.			
5.	<b>Schedule (beginning date)</b>	UPON COUNCIL APPROVAL			
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪  ▪ Project limits if applicable	ALL WARDS  CITYWIDE  N/A			
7.	<b>Action implemented by:</b> ▪ City Department  ▪ Consultant	JACKSON POLICE DEPARTMENT  CITY LEGAL			
8.	<b>COST</b>	Not to Exceed \$35,000			
9.	<b>Source of Funding</b> ▪ General Fund X ▪ Grant ▪ Bond ▪ Other	Fund 001.442.26.6419			
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 _____




Chief of Police  
James E. Davis

**JACKSON POLICE DEPARTMENT**  
Office of the Chief of Police

Assistant Chief of Police  
Joseph Wade

## Memorandum

**To:** Chokwe Lumumba, Mayor

**From:** James E. Davis, Chief of Police  8/3/22

**Date:** August 3, 2022

**Re:** Order Authorizing the Mayor to Enter into a Professional Service Agreement Between the Jackson Police Department and Daigle Law Group for the Reviewing and Revising of the Jackson Police Department's General Orders

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It is my recommendation that the Mayor Enter into a Professional Services Agreement between the Jackson Police Department and Daigle Law Group for the reviewing and revising of the Jackson Police Department's General Orders. The Agreement is a consulting service to review and revise police and procedure manuals for law enforcement agencies. The price of the professional service is to not exceed the amount of \$35,000.

If you have any questions, or need additional information, please feel free to contact me.

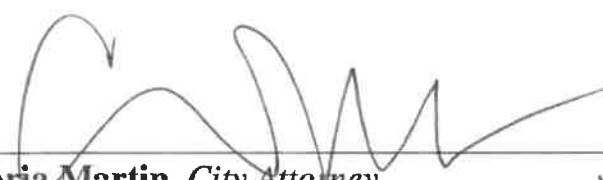

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY  
VJ  
8/22/2022

This **ORDER AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND DAIGLE LAW GROUP FOR THE REVIEWING AND REVISING OF THE JACKSON POLICE DEPARTMENT GENERAL ORDERS** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Catoria Martin, City Attorney**  
**Victoria James, Deputy City Attorney** 

8/23/22  
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Date

**PROPOSAL FOR SERVICES  
POLICE CONSULTANT SERVICES**

**FOR THE  
JACKSON MS POLICE DEPARTMENT**



**DLG**  
**DAIGLE LAW GROUP. LLC**

**PROPOSAL PRESENTED BY  
ERIC P. DAIGLE, ESQ.**

**DAIGLE LAW GROUP, LLC  
P.O. BOX 123, SOUTHINGTON, CT 06489  
(860) 270-0060  
[WWW.DAIGLELAWGROUP.COM](http://WWW.DAIGLELAWGROUP.COM)**

**Proposal for Services**  
**POLICE CONSULTANT SERVICES**

**A. DLG Consulting Services**

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Daigle Law Group, LLC, Attorney Eric P. Daigle submits a proposal for Police Consulting Services for the Jackson MS Police Department. The Daigle Law Group, LLC (hereinafter “DLG”), incorporated in the State of Connecticut, is a law firm that takes great pride in providing our clients with specialized, focused representation. We provide police practices consultation to law enforcement agencies across the country in the area of operational liability, with an emphasis on policies, operations, and investigations. DLG focuses on police best practices, specifically in the areas of policy development, training, investigation, and operations.

**Introduction:**

A police department’s policies and procedures provide the agency with core liability protection. Policies that are comprehensive and current are the backbone of effective and constitutional policing. It is not enough, however, to simply have sound policies. Officers must be trained on the policies, supervisors must hold officers accountable, and, when the policies are violated, a sound disciplinary process should be engaged.

A Police Department’s policies and procedures shall reflect and express the Department’s core values and priorities, while providing clear direction to ensure that officers lawfully, effectively, and ethically carry out their law enforcement responsibilities. Daigle Law Group, LLC developed the DLG Policy Center to meet the increasing need of Police Departments all across the United States. We are dedicated to working with Departments to develop sound, effective policies based on constitutional accreditation standards. Daigle Law Group operates under a philosophy that every Police Department is unique in its operation and structure. We work with Police Departments to mold proper standards into the operation and structure of the individual agency. Our clients range in size from small to very large departments, each with unique challenges.

Law enforcement operational standards dictate that police departments develop and maintain sound and proper policies and procedures. Utilizing the expertise of Attorney Eric Daigle, and a team of experts in law enforcement operations, we work with clients to analyze the risks associated with their current policies. Through a process of examination and analysis, we identify areas of risk and work to develop sound policies based on the principles of common law enforcement standards. We encourage members of the department, who are the subject matter experts, to be involved in every aspect of the process to ensure not only that the policies are sound, but that personnel understand and have confidence in them. We can review and revise individual department policies or conduct a complete policy manual review and revision. The Daigle Law Group is committed to work with the command staff of any police department to ensure that its policies meet the standards or effective and constitutional policing.





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**B. Scope of Police Practices Consultant Services**

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As a Police Practices Consultant, Attorney Daigle provides resources and guidance to police organizations and management in multiple areas of law enforcement operation. Daigle Law Group, LLC is dedicated to forming a partnership with the management of the Jackson Police Department and the Town of Jackson to identify and maintain a proper standard of law enforcement operation.

Daigle Law Group, LLC, through its principal Attorney Daigle provides the following proposed approaches, capabilities, and experiences in the following areas:

**1. Department Policy and Procedure Development**

Attorney Daigle has extensive experience in developing, implementing, and maintaining police policies, which meet local and national accreditation, while ensuring the Department complies with constitutional policing standards.

**a. Approach**

Through our process police departments are encouraged to mold the policy standards into their unique operational structure and practice. The process begins with an analysis of the department's current policies and procedures to identify a blueprint for success. Our consultants will work with the department, utilizing the input from various department resources, to produce a model set of policies for consideration. We will then work with the department to modify the policies to meet the operational needs of the agency without undermining liability protections. Once complete, we will assist the department in providing training on the updated policies and maintaining effective updates on the policies.

DLG proposes the following methodology and dissemination process for development of policies. The process of policy development for the proposed options will maintain the same methodology.

1. DLG will review and analyze the current policy and procedure manual in operation at the Jackson Police Department.
2. DLG will utilize its model policies that meet the national standards including legal standards, Consent Decree and review of national accreditation standards in the form of model Policies and common police practices.
3. Utilizing subject matter experts and legal counsel the policies will be developed to meet MS law, court rulings, and state statutes.



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4. The draft policies will be provided to the Jackson Police Department for review and approval.
5. A word version of the sample policies will be provided to the Jackson Police Department with guidance and instruction for final development and implementation. This must occur with an accountability mechanism to ensure that the version provided can be proven later if litigation occurs. The DLG Policy Center only uses PowerDMS as our document management software and an initial subscription will be purchased with this project.
6. After initial dissemination, a maintenance option will be provided for continuous evaluation of the policies and procedures based on Appellate and Supreme Court rulings, State Statutes, risk management practices and current law enforcement incidents.

We believe that every police department is unique. Therefore, it has long been the DLG methodology that if you only provide a police department with a set of model policies, and nothing more, you will only put a Band-Aid on future liability issues. The reason is that departments with limited skills and knowledge set may not properly implement the liability protector.

**b. Capabilities and Experience**

Attorney Daigle and the DLG Policy Center, a division of Daigle Law Group, LLC, currently works with multiple police departments around the Country and in Connecticut to review, revise, and develop new department policies. Attorney Daigle and the Consultants have worked on projects with agencies under Federal and State Consent Decrees to revise and implement new policies, which govern high liability and high frequency incidents. Attorney Daigle currently works with multiple departments to develop and implement policy and improve their operational management, including: Yale University Police Department, New Milford Connecticut Police Department, Middletown Connecticut Police Department, Westport Police Department, Greenville South Carolina Police Department, Lavonia Michigan Police Department, Niagara Falls New York Police Department, Puerto Rico Police, Anchorage Alaska Police Department, and Wichita Kansas Police Department, to identify a few.

**c. Timetables**

Prior experience with full policy manual revisions has shown that a minimum of twelve (12) to eighteen (18) months is necessary to achieve completion. This figure incorporates the time necessary for both the police department and the consultants to find the best fit for the department, while maintaining the appropriate level of police practices.



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Additional time may be required, however, if issues such as union objection or legal oversight processes delay the process.

This project will be completed in stages. Stage one will include reviewing the current policies of Police Department, re-organizing and structuring policy index and developing new the Jackson policies using the DLG Model Policies. The Department will take delivery of approximately 110-135 developed policies for their review. An Index of the anticipated policies can be found in Attachment A to this proposal. Stage two will include editing and finalizing the policies and Stage three will be meeting accreditation standards,

**d. Price**

Prices for these services are detailed in Section C below.

**2. General Police Practices Consulting Services**

**a. Approach**

Attorney Daigle and his consultants have extensive experience working with departments as police practices consultants. The scope of this advisement includes:

- Meet the requirements of the MS Accreditation
- Revising, developing, implementing, and maintaining policies and training required by common police practices standards;
- Providing recommendations and guidance to implement and meet the standards of common police practices and Consent Decree requirements;
- Monitoring the department's field procedures and operations to assure implementation and compliance with common police practices and Consent Decree requirements, to include review of Internal Affairs investigations, use of force investigations, and stop and frisk standards;
- Working with the Chief of Police and department members to develop, update, and change operational standards; and
- Participating in the review of high liability field situations, including those involving the use of force and deadly force incidents.

**b. Capabilities and Experience**

Attorney Daigle has extensive experience providing police practices consulting to police departments. These include work in Federal and State Consent Decrees and Operational Management Studies.



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Our experience includes:

- Working as law enforcement officers and executives responsible for the development, implementation, management, and evaluation of policies and procedures;
- Providing expert assistance to a variety of law enforcement agencies on policing issues, including use of force policies, procedures and training, stop and detentions, community policing, complaint systems, disciplinary systems, investigations, and accountability mechanisms;
- Designing and implementing programs to correct systemic deficiencies in law enforcement agencies;
- Addressing legal issues specific to law enforcement;
- Monitoring and consulting with departments in responding to crisis situations following police shootings and other significant uses of force, and making the difficult judgments about the propriety of particular uses of force;
- Assisting in investigations of cases involving alleged excessive use of force;
- Working with government officials, police unions, and community groups on a variety of policing issues;
- Working with the U.S. Department of Justice investigating law enforcement agencies with systemic civil rights violations;
- Participating in public policy and criminal justice research to assess the impact of management systems on police integrity and police use of force;
- Designing and implementing leadership development programs to ensure that supervisors have the tools, ability, and will to uphold policies and procedures related to use of force and police integrity; and
- Compliance monitoring of law enforcement agencies.

**c. Price**

Police Practices Consulting will be conducted at an hourly rate. Prices for these services are detailed in Section C below.



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**C. Police Practices Consultant – Costs and Expenses**

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The most difficult part of this proposal is identifying the costs associated with completion of the requested scope of service. DLG will provide an itemized monthly invoice detailing all services rendered.

1. **Policy Development:**

The hourly rate for Attorney Daigle and consultants will be \$200 dollars an hour. \*Based on our experience the revision of a complete Policy Manual takes approximately 12 - 18 months and we anticipate the cost to be **approximately** \$35,000 to complete.

\*Please note: the client understands this is only an estimate and could be *more or less* based upon the difficultness of the project and the hours necessary to complete the project.

2. **Police Practices Consulting:**

Consulting services including accreditation consulting will be provided at the request of the Chief of Police on an as needed project basis for a rate of \$200 dollars an hour.

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**D. Consultant Qualifications**

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DLG brings to bear a wide breadth of experience that will facilitate a high-quality evaluation and provide effective technical assistance to the Jackson Police Department.

Attorney Daigle will serve as the point of contact between DLG and the Parties. In our experience, when assessing policy and procedure, working as a collaborative team yields the most positive results.

**Eric P. Daigle:**



Mr. Daigle is an attorney whose primary area of expertise is in civil litigation in both federal and state court with an emphasis on municipalities and municipal clients in civil rights actions, including police misconduct litigation. After serving with the Connecticut State Police, Mr. Daigle practiced with the firm of Halloran & Sage, LLP as an attorney in the Police Defense Group. In 2010, after eight years of litigation experience, Mr. Daigle incorporated Daigle Law Group, LLC, which specializes in Law Enforcement Operations. Mr. Daigle currently serves as member of the Federal Independent Monitoring Team for the City of Oakland Police Department, California. He has served as a member of the Independent Monitoring Team for the Niagara Falls Police Department, NY Consent Decree, brought by the State of New York. As a lawyer with civil rights and law enforcement

experience, Mr. Daigle brings to his position both the police perspective and the civil rights perspective when examining all compliance tasks. It is his position that all problem-solving strategies must make sense from both of these perspectives.

Mr. Daigle works as a consultant and expert witness for law enforcement pattern and practice abuse. He has worked as a Police Practices Consultant for the Virgin Islands Police Department and the Puerto Rico Police Department, which are under a Federal Consent Decree by the U.S. Department of Justice. Mr. Daigle acts as a consultant with multiple departments across the country to revise and develop department policies; provide daily operational legal advice; evaluate and revise use of force and internal affairs operations; accreditation standards and employment operations procedures.

Mr. Daigle is a law enforcement trainer presenting across the country on topics such as agency liability, supervision, and management. He serves as general counsel for the FBI Law Enforcement Executive Development Association and conducts internal affairs training for the association. He is well-versed in best practice standards for use of force and internal affairs. Mr. Daigle is the Vice Chairman of the Legal Officers Section of the International Association for the Chiefs of Police (IACP). He is also an active member of the IACP Civil Rights Committee.



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ATTACHMENT A  
**JACKSON MS POLICE DEPARTMENT**  
**POLICIES AND PROCEDURES**

**INDEX**

**CHAPTER 1 - DEPARTMENT ROLE AND AUTHORITY**

<u>Section</u>	<u>Subject</u>
1.01	Law Enforcement Function
1.02	Limits of Authority
1.03	Written Policy System
1.04	Jurisdiction and Mutual Aid
1.05	Harassment and Discrimination
1.06	Strip and Body Cavity Searches
1.07	Investigatory Stop Policy
1.08	H.R. 218
1.09	Bias-Based Policing

**CHAPTER 2 – ORGANIZATION AND MANAGEMENT**

<u>Section</u>	<u>Subject</u>
2.01	Department Organizational Structure
2.02	Goals and Objectives
2.03	Unity of Command/Span of Control
2.04	Authority and Management
2.05	General Management and Administration
2.06	Recording Police Officers
2.07	Line and Staff Inspections
2.08	Public Information – Media Relations
2.09	Uniform Standards and Dress Code
2.10	Reserve Police Officers
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**CHAPTER 3 – RULES OF CONDUCT**

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3.02	Electronic Control Weapon
3.03	Chemical Agents
3.04	Impact Weapons
3.05	Reporting and Investigating Force
3.06	Pursuit Policy
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4.10	Electronic Monitoring Policy

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5.06	Mentally Ill and Homeless Individuals
5.07	Arrest Processing
5.08	Traffic Accident Investigations
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5.11	Prisoner Transportation
5.12	Mobile Data Computers
5.13	Americans with Disabilities Act
5.14	Social Media
5.15	Report Writing
5.17	Intoxicated Individuals
5.18	Body Worn/Mobile Cameras
5.19	Transporting Civilians
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6.02	Criminal Investigation Operation
6.03	Collection of Evidence – Administration
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6.05	Property and Evidence Control
6.06	Youth Investigations
6.07	Sexual Assault Investigations
6.08	Confidential Informants
6.09	Eyewitness Identification
6.10	Child Abuse Investigation
6.11	School Resource Officer
6.12	Narcotics Investigations
6.13	Crime Prevention
6.14	Victim/ Witness Assistance – Administration



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- 6.15 Victim/Witness Assistance – Operations
- 6.16 Death Notifications

**CHAPTER 7 – SPECIAL OPERATIONS**

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7.02	Hazardous Devices
7.03	Unusual Occurrences
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7.05	Critical Incident Management

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8.03	Promotion
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8.05	Pregnancy
8.06	FMLA policy
8.07	Military Leave
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8.09	Secondary Employment
8.10	Awards and Commendations
8.11	Time Cards
8.12	Scheduling
8.13	Workers Compensation
8.14	Part Time and Auxiliary Officers

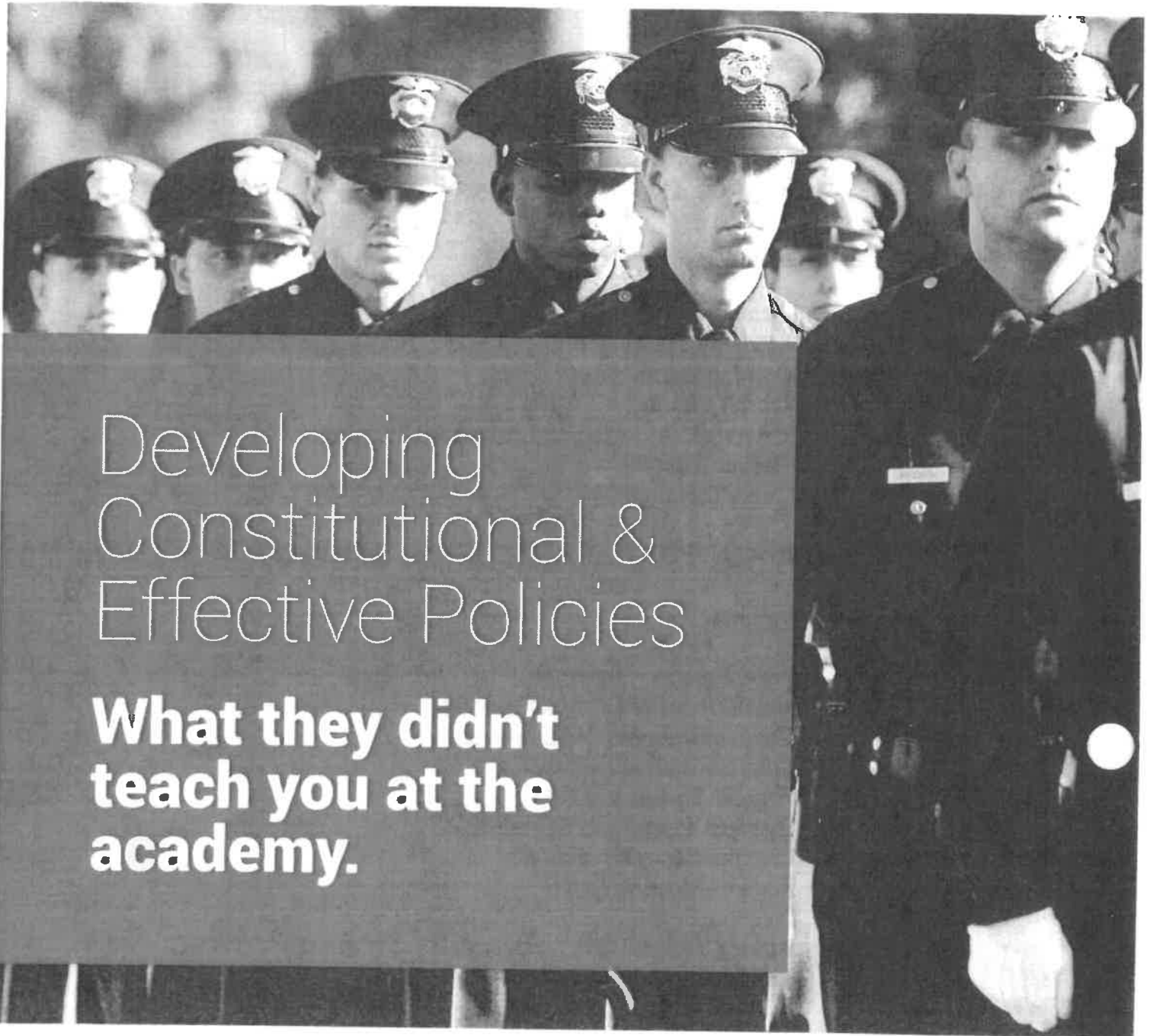
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**CHAPTER 9 - TRAINING AND SELECTIONS**

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10.08	Records Management
10.09	Freedom of Information
10.10	Parking Tickets
10.11	Traffic Stop Statistics



# Developing Constitutional & Effective Policies

**What they didn't  
teach you at the  
academy.**

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**Letter From**Attorney  
Eric Daigle

Attorney Eric Daigle  
**PRINCIPAL**



Policy and procedure development is a task even the most seasoned law enforcement executives find difficult. Knowing this, the objective of this paper is to hear from the experts, have them weigh in on the importance of effective policies and provide advice on the methodology necessary to achieve success. I know first-hand policy drafting is something they never taught you in the police academy or even in supervisory training programs. We've written this paper with this in mind and believe it will be a valuable resource for any law enforcement agency.

As an attorney who practices civil litigation in federal and state court, I am, too often, reminded how essential policy development is to the overall success and protection of municipal operations. I spend time with agencies all over the country analyzing the risks associated with their current policies and, through a process of examination, work to develop legally-sound policies based on the principles of proper law enforcement standards.

I can't tell you how many times I've had to defend a bad policy in court. When I consult agency leaders about this, I hear the same thing over and over again: "How do I do more with less?" and "How do I keep up with it all?" Even though times are tough and

budgets are tight, legal obligations do not change—we still have a legal obligation to ensure we are meeting the Monell standard of liability (more on that later).

We must work toward limiting inconsistencies, developing professional police practices and identifying why we do certain things. We must look outside our own operations to develop a methodology, application and process to create constitutional and effective policies. We must change the pattern of practice within our environment that provides the framework to reduce inconsistencies and provide a direction towards stability.

I'd like to thank the esteemed group of industry leaders who took time out of their busy schedules to join PowerDMS and me for a full-day Law Enforcement Policy Development Summit. Together, we shared experiences, gathered information and brainstormed best practices to provide the information contained within this paper. It's important we continue to have these thought-provoking conversations with those who have "been there, done that."

Sincerely,



**Attorney Eric Daigle, Principal**  
*Daigle Law Group, LLC*



## Biographies

# Law Enforcement Policy Development Summit Panel

In the spring of 2015, the Daigle Law Group and PowerDMS began this project by identifying, evaluating and collecting examples of best practices related to policy writing.

Based on their review, they hosted a select group of law enforcement industry experts for a Law Enforcement Policy Development Summit. These individuals joined together to identify accepted and recommended practices to develop and distribute policies and procedures, ensuring effective and constitutional operations.



## Dorothy Burk, Senior Assistant General Counsel ORANGE COUNTY SHERIFF'S OFFICE

Attorney Burk started her career as a prosecutor in the State Attorney's Office for the Ninth Judicial Circuit in Orlando, Florida. Shortly after, she joined the City of Orlando where she spent 15 years as an Assistant City Attorney and Police Legal Advisor. Since 2000, she has been the Senior Assistant General Counsel at the Orange County Sheriff's Office—one of the largest agencies in the southeast with over 2,400 sworn and civilian employees.

## Joe Carter, Captain ORANGE COUNTY SHERIFF'S OFFICE

Since 1990, Captain Carter has held numerous leadership roles with the Orange County Sheriff's Office, including fourteen years on the SWAT team with four years as a SWAT Team Leader. He currently serves as the Captain of the Quality Assurance Section where he is the liaison to the Sheriff's Citizens Advisory Committee and oversees the agency's Research and Development, Accreditation, Staff Inspection and Policy Coordination units. He is also the Commander of the Critical Incident Management Team.

## Attorney John M. (Jack) Collins, Legal Advisor & Former Chief of Police EDGARTOWN POLICE DEPARTMENT

Until recently, and since 1974, Attorney Collins has been the general counsel for the Massachusetts Chiefs of Police Association. He held a similar position, until the end of 2010, with the association's charitable non-profit, research and training affiliate, the Municipal Police Institute, Inc. In these roles, Attorney Collins drafted sample policy and procedure manuals adopted by the vast majority of Massachusetts police departments. A former assistant district attorney, Attorney Collins frequently lectures at police administration training programs across the U.S. and Canada. He has been an expert use of force and policy witness in Civil Rights cases, has served as chair of the International Association of Chiefs of Police (IACP) Legal Officers Section, has represented dozens of municipalities as labor or town counsel, and has published dozens of manuals and hundreds of articles on police administration issues. At the time this paper was produced, he was serving as the chief of police while conducting an evaluation and making recommendations for selecting a permanent chief and re-organizing the Edgartown Police Department on Martha's Vineyard.

## Attorney Eric Daigle, Principal

### **DAIGLE LAW GROUP, LLC**

Attorney Daigle practices civil litigation in federal and state court, with an emphasis on municipalities and public officials. He focuses on civil rights actions, including police misconduct litigation and employment actions. Attorney Daigle acts as legal advisor to law enforcement agencies across the country, providing legal advice to command staff and officers in the areas of legal liability, policy development, employment issues, use of force, laws of arrest and search and seizure. He currently serves as member of the Federal Independent Monitoring Team for the City of Oakland Police Department in California. Attorney Daigle works as a management operations consultant and expert witness for law enforcement pattern and practice abuse. He has worked as a police practices consultant for the Virgin Islands Police Department and the Puerto Rico Police Department, which are under a federal consent decree by the U.S. Department of Justice. Attorney Daigle acts as a consultant with multiple departments across the country to revise and develop department policies; provide daily operational legal advice; evaluate and revise use of force and internal affairs operations, accreditation standards and employment operations procedures. Attorney Daigle is general counsel for the FBI-Law Enforcement Executive Development Association; general counsel for the New England Tactical Officers Association; vice chairman for the IACP Legal Officers Section; and is on the IACP Civil Rights Committee. He is a former member of the Connecticut State Police and currently maintains his certification as a reserve officer.

## Neil Dryfe, Chief of Police

### **CHESHIRE POLICE DEPARTMENT**

Chief Dryfe began his law enforcement career in Hartford, Connecticut in 1990. He rose through the ranks of the Hartford Police Department, serving as a police officer, sergeant, lieutenant, deputy chief and assistant chief. He held a variety of assignments including extended periods as the public information officer and the commander of the Internal Affairs Division. He retired from the Hartford Police Department in December 2010 and was sworn in as the seventh chief of the Cheshire, Connecticut Police Department in January 2011. Chief Dryfe is a member of the Connecticut Police Chiefs Association, the International Association of Chiefs of Police and the Police Executive Research Forum.

## Steve Hebbe, Chief of Police

### **FARMINGTON POLICE DEPARTMENT**

After a stint in the Army National Guard, Chief Hebbe joined the Anchorage Police Department in 1990, where he served as an officer for 10 years and was then promoted to sergeant and later lieutenant. He served as technical services commander over dispatch, evidence and records, midnight shift commander and commander of internal

affairs. In 2011, he was named deputy chief and spearheaded efforts to reduce DUI fatalities and sexual assaults, as well as led efforts to revise use of force policies. In 2014, he joined the Farmington Police Department in New Mexico as chief of police and focuses on greater outreach to the Navajo Nation and expanded community engagement.

## Carrie Hill, Esq.

### **CRIMINAL JUSTICE CONSULTING**

Attorney Hill has been actively involved in corrections for over twenty-five years. Since leaving her position as general counsel for the Utah Department of Corrections, she has focused on providing training and consulting on national, regional, state and local levels for a variety of private and public entities, such as the American Jail Association, Americans for Effective Law Enforcement, Institute for the Prevention of In-Custody Death, National Institute of Corrections and National Sheriffs' Association. Attorney Hill provides experienced guidance in the form of legal advice, expert witness services and legal consultation for correctional facilities. She is also the former editor of *Corrections Managers' Report*.

## Attorney Lisa Judge, Legal Advisor

### **TUCSON POLICE DEPARTMENT**

### **Immediate Past-Chair**

### **IACP LEGAL OFFICERS SECTION**

Attorney Judge is principal assistant city attorney for the City of Tucson and has been assigned as a legal advisor for the Tucson Police Department since 1996. She is the immediate past chair of IACP's Legal Officers' Section and the Legal Advisor's Association of Arizona. Attorney Judge is a member of the IACP National Law Policy Center Board, which promulgates model policies for law enforcement agencies. She is also a member of the Arizona Peace Officer Standards and Training Subject Matter Expert group, which provides review and circulation of training materials in the areas of criminal law and legal instruction.

## Troy Pearson, Lieutenant

### **ORANGE COUNTY SHERIFF'S OFFICE**

Lieutenant Pearson joined the Orange County Sheriff's Office, in Orlando, Fla., as a deputy sheriff in 1979. Currently, he is the accreditation manager for both CALEA and CFA accreditations, achieving reaccreditation via a Gold Standard Assessment. Both processes received numerous awards including, The Excellence Award, Advanced Meritorious Award and recognition as an Excelsior Agency at the state level. Other responsibilities currently

include staff inspections and policy coordination. During his 35-year career, which included eight years with the El Paso County Sheriff's Office in Colorado Springs, in addition to uniform patrol experience, including watch command, he has been selected for many specialty assignments, including underwater search and recovery team commander, critical incident management team, tourist-oriented policing, intelligence/JTTF, mountain bike patrol unit, sex crimes supervisor and forensics unit supervisor.

### Ralph Price, Deputy Chief & General Counsel CHICAGO POLICE DEPARTMENT

Deputy Chief Price has served as the general counsel for the Chicago Police Department since February 2011. He is the chief legal officer for the department and the legal adviser to Superintendent Garry F. McCarthy. He provides guidance and direction on policy, labor, legislative and other legal matters arising within the Chicago Police Department. He oversees the Office of Legal Affairs, Intergovernmental Affairs Section, Freedom of Information Section and the Management and Labor Affairs Section. Prior to serving as the general counsel, Deputy Chief Price was selected to create an entirely new, innovative and responsive Intelligence Section for the Chicago Police Department. Under his command, the Intelligence Section successfully investigated and prosecuted several cases related to homeland security threats and the largest organized retail theft case in Chicago history. From 2005 through 2008, he served as the commander of the largest police district in Chicago.

### Charles Reynolds, Retired Chief of Police & Consultant

Mr. Reynolds's police career spans over 50 years, including 26 years as chief of police. He has held numerous leadership positions with IACP, Commission on Accreditation for Law Enforcement Agencies, Americans for Effective Law Enforcement, New Hampshire Police Standards & Training Council and the National Association for Civilian Oversight of Law Enforcement. Mr. Reynolds has consulted on police organizational and management issues, including consent decrees, in eighteen states and internationally. He has served his community in various capacities, including acting city manager, mayor, city council member, and chair of the ethics and parking commissions. He is a certified force science investigator and a police practices expert for the Civil Rights Division of the U.S. Department of Justice.

## Lt. Colonel Frank Rodgers (Ret.), President **THE RODGERS GROUP, LLC**

In 2007, after 25 years of service, Lt. Colonel Rodgers retired as the deputy superintendent of the New Jersey State Police. While serving in the second highest ranking position, he led the investigations branch consisting of over 900 detectives, analysts and scientists assigned to 57 different units, with an annual budget over \$75 million. During his tenure, he directed the development of the *Practical Guide to Intelligence Led Policing*, which was published by the Center for Policing and Terrorism at the Manhattan Institute and adopted by the DOJ as a national model for conducting law enforcement operations. In 2008, Lt. Colonel Rodgers formed his own private consulting company. The company has been contracted to develop policy and provide customized training services to hundreds of law enforcement agencies.

## Michael Whalen, Consultant & Retired Chief of Police **DENNIS POLICE DEPARTMENT**

Retiring after 38 years in law enforcement, Chief Whalen is currently a consultant with Daigle Law Group and BadgeQuest, Inc. He spent 18 years as the chief of police for three agencies—Connecticut State Capitol Police, Farmington, Connecticut Police Department and Dennis, Massachusetts Police Department. He spent the first 20 years of his law enforcement career as a police officer with the City of Hartford. During his 18 years as a police chief, Chief Whalen completed over 40 state or national accreditation on-sites. He also served as president of the Capitol Region Chiefs of Police Association and the Cape Cod Regional Law Enforcement Council. Chief Whalen enjoyed a short career as an attorney representing police officers and police agencies in state and federal court. He was recently certified as a force analyst through the Force Science Institute.

## Introduction

# Purpose of this White Paper

In law enforcement, policies should be a roadmap providing guidance for every level of staff conducting themselves in a safe, consistent and legally defensible manner. In fact, the Department of Justice (DOJ), in multiple settlement agreements or consent decrees currently in effect across the country, specifically provides guidance to police departments on the importance of proper policies.

A common theme in DOJ investigative reports is the finding, "clear and well-drafted policies are essential to assuring constitutional police practices."<sup>1</sup> These agreements suggest policies should reflect and express the department's core values and priorities, and provide clear direction to ensure officers lawfully, effectively and ethically carry out their law enforcement responsibilities. Law enforcement agencies must continually monitor and develop policies and procedures that ensure effective and constitutional policing. They should be developed based on professional thinking, court decisions and statutes.



Policies and procedures are the first line of defense against risk for any agency. If an agency is sued for an incident involving an officer, it is extremely important to be able to show a policy was in place providing direction, and that the employee was trained in the proper practices associated with the policy. A plaintiff could establish liability by proving the alleged unconstitutional actions resulted from the execution of a formal policy officially adopted by the agency.

Policy and procedure development has been recognized as an essential part of police operations for four decades. Law enforcement historians point to the Kerner Commission, organized under President Johnson's administration in 1967 after the race riots in Detroit and Washington DC, to identify the need for clear and effective policies.<sup>2</sup> In 1987, the International Association of Chiefs of Police (IACP) established the National Law Enforcement Policy Center. The objective of the Center was to assist law enforcement agencies across the country in the critical and difficult task of developing and refining law enforcement policy.

Organized under the direction of a broad-based advisory board of recognized law enforcement professionals, the Center has carried out its mission through the development of a variety of model law enforcement policies. Each model incorporates research findings, input of leading subject matter experts and professional judgment of advisory board members who have combined this information with their extensive practical field and management experience. The end product is some of the best contemporary thinking in the field. These policies are used as guides assisting law enforcement agencies in validating their policies are in line with contemporary policing.<sup>3</sup>

To build on the mission of IACP, PowerDMS, in partnership with the Daigle Law Group, assembled a diverse group of law enforcement attorneys, retired and current chiefs of police, accreditation managers and industry experts for a Law Enforcement Policy Development Summit. The outcome of the summit is this white paper, designed to aid law enforcement agencies throughout the country with the development and implementation of legally defensible policies.

All law enforcement agencies are different: whether the difference is size, geography, local law or leadership, there are always numerous differences. With this in mind, not all policies will be (or should be) one size fits all. This paper is a general guideline—a starting point—for creating the appropriate policies to meet specific needs. Policy and procedure manuals are living documents requiring constant maintenance. Various policies should be updated as the agency experiences changes in the law or professional best practices. No matter what, policies should be thorough, well thought out and an important part of any operation. Throughout this paper, policies and procedures are both referenced. Readers should understand a comprehensive manual includes both policy and constitutionally-based procedures, providing enough detail to guide an agency appropriately.

The "one thing" they didn't teach in supervisory training at the police academy is what will be covered in this paper. It is written to assist any law enforcement agency in the development of their guiding documents.



## Meeting Monell Liability

From day one, law officers are told how important policies are for their protection and the protection of the agency. It may not be until they become a supervisor, chief of police, sheriff or public safety director, that they truly understand why this is true. Understanding the foundation of how policies work to protect an agency and its members is an important first step in the process. The foundational implication requires understanding of the U.S. Supreme Court holding in *Monell v. Department of Social Services*, 436 U.S. 658 (1978).

In this case the Supreme Court held that government is a "person" that can be sued under Section 1983 of Title 42 of United States Code, and a civil action for deprivation of rights applies to municipalities and local governmental units when policies or official procedures are responsible for a violation of federally protected rights.<sup>4</sup> Simply put, having a policy in place is not enough. To protect individuals' constitutional rights, agencies are obligated to ensure they are meeting *Monell* liability standards in areas of policy, training, supervision, investigating misconduct and discipline. The foundation of this principle is to ensure policies provide clear direction to guarantee officers lawfully, effectively and ethically carry out their law enforcement responsibilities.

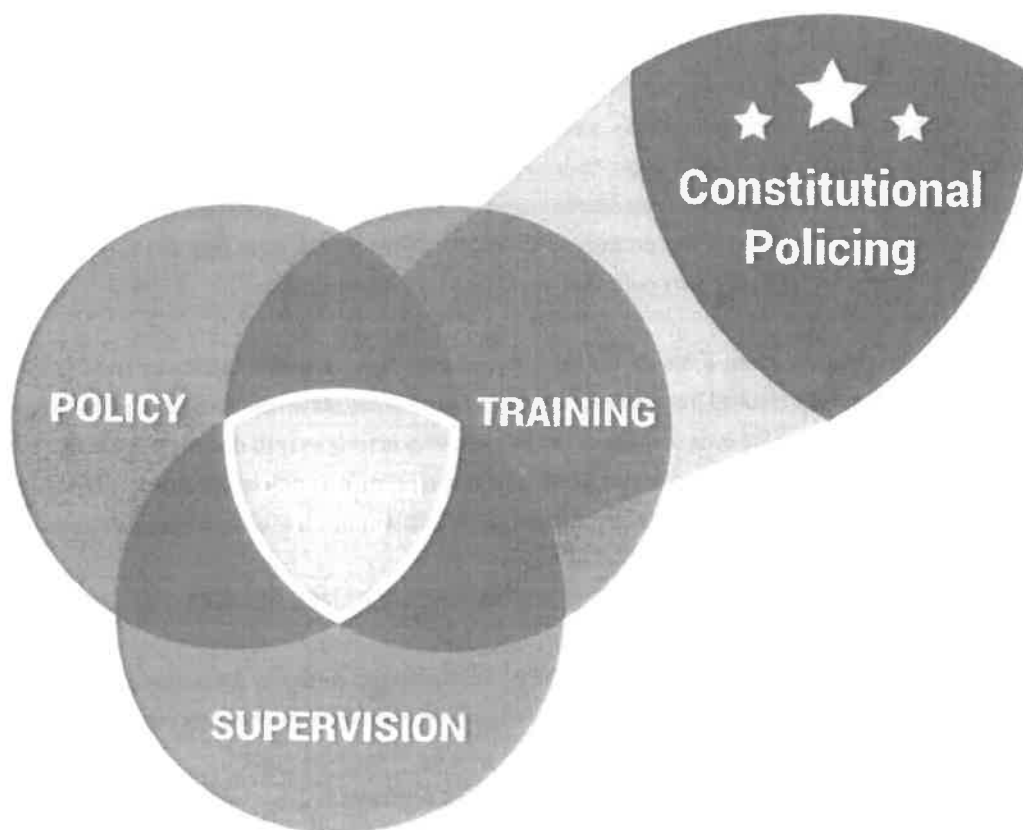
In order to successfully claim a *Monell* violation, the plaintiff must establish liability by proving the alleged unconstitutional actions resulted from the execution of a formal policy statement or regulation that was officially adopted by the agency. In the eyes of the court an official policy is fairly easy to discern. It is usually found in an agency's guiding documents. The court has interpreted that a policy is an official document, a deliberate choice of a guiding principle or procedure, made by the municipal official who has final authority regarding such matters.<sup>5</sup>

### **BASED ON THEIR EXPERIENCE, THE POLICY SUMMIT PANEL BELIEVES POLICIES MAY BE INEFFECTIVE FOR THESE REASONS:**

- Too many guiding documents creating conflicting information and ambiguity (Documents may include policies, procedures, general orders, SOPs, rules and regulations, chief's memos, training bulletins and directives.)
- Lack of clarity and structure when it comes to key guiding principles
- Failure to clarify the department's position or policy on core values and priorities
- Failure to define key terms utilized in the policy
- Failure to identify and write policies that are easy for the intended audience to comprehend and implement
- Not utilizing subject matter experts in a department to ensure policy is correct
- Failure to utilize proper samples from reputable institutions, such as IACP, PERF and state model policies; contemporary research papers on subject matter; and accreditation standards and consent decrees
- Failure to do necessary research, leading to policies that could be contrary to local, state or federal law, or industry best practices
- Failure to have policies reviewed by legal counsel with knowledge of law enforcement legal concerns
- Failure to keep policy and procedures relevant by not reviewing them on a regular cycle

## Policies Are Not Enough

While policies are a key linkage to effective and constitutional policing, by themselves they are not enough. Departments must consider the whole picture. For over a decade, the Daigle Law Group has been advising law enforcement agencies on the three critical pillars that must be in place. These three pillars linking the operational standards of the department together are policy, training and supervision.



Once a department's policies and procedures are scrutinized, the subsequent focus will be placed on what kind of training they provided on the policy. The failure to train standard states departments must train their officers in all subject areas where it is reasonably foreseeable that the officer's action could lead to a constitutional violation.<sup>6</sup> The plaintiff will be required to identify any particular deficiency in the training program and prove the alleged deficiency caused injury. In addition to having a proper policy in place, and conducting the appropriate training on the policy, it is imperative supervisors hold officers accountable for both.

## Protecting Against Deliberate Indifference

Proper policies, training and supervision protect agencies against deliberate indifference. Deliberate indifference has been defined by courts as a choice made from various alternatives: knowing choice, usually made with some state of mind; and choice made with some knowledge or appreciation of what the consequences of the choice will/might be.<sup>7</sup> Knowing policies are not updated and therefore inaccurate, could show deliberate indifference.

The seminal case for deliberate indifference is *City of Canton, Ohio v. Harris* 489 U.S. 378 (1989), where police officers failed to provide the detainee, Geraldine Harris, with necessary medical treatment while she was in police custody. The court found under certain circumstances, a municipality could be held liable for a violation of constitutional rights resulting from the department's failure to train its officers. Inadequacy of police training may serve as the basis for liability only where the failure to train amounts to deliberate indifference.

**The issue of deliberate indifference applies to policies and procedures.**

### **TO ENSURE THEY ARE PROTECTED, AGENCY LEADERSHIP NEED TO ASK THEMSELVES THESE QUESTIONS:**

- Is it reasonably foreseeable that department personnel will be required to complete a particular task?
- Is this task one that can result in injury or violation of protections provided to citizens through the federal or state constitutions or federal, state or local law?
- Has the department provided appropriate guidelines to its employees through documented policies and procedures and have officers been properly advised?
- If there are documented policies and procedures to cover these areas, are they routinely reviewed and updated to insure they meet current legal standards and best business practices?

If yes is not the answer to all these questions, the agency exposes the municipality to civil liability. Failure to address policies and maintain the proper standards with legal holdings, general police practices and manufacturer warnings, could be deemed deliberate indifference.

## Section 1

# Evaluating Current Status of Policies

The panel of policy development experts pointed out that in most instances, policies are not reviewed until a new chief joins an agency. Even then, they don't have the capacity, budget or resources to ensure policies are consistent with generally accepted practices.

Leadership often looks outside of their agency for help with this endeavor, relying on inexperienced attorneys or others to write their policies. There is a danger here since these outside resources are not familiar with industry standards and law enforcement operations. They are not effective in protecting the operations of the department.



*I can always tell how long a police chief has been in the role at an agency by the date of content in, and status of, their policies. If policies have not been revised in over five years, I assume the police chief is probably close to retirement or leaving the agency. He's saving the task of policy revisions for the next chief coming in the door. It's the reality."*

Attorney Eric Daigle  
PRINCIPAL, DAIGLE LAW GROUP, LLC

The first step in evaluating policies is preparing for the job ahead. Writing new, or updating existing, policies cannot be looked at as one project. More often than not, a policy and procedure manual includes over 100 policies. The assessment and development of this many policies is a huge project, which could take over a year with someone working on it full time. The panel recommends focusing on the policies causing the most liability concerns, or what are often referred to as high liability and low frequency incidents.

The second step is putting together a game plan for addressing current policies and conducting a self-assessment. The President's Taskforce for 21st Century Policing and the DOJ's report on Ferguson referenced this self-assessment process. The panel agrees it is important to review current practices and policies as part of the policy development process.

**THESE QUESTIONS ARE HELPFUL IN A SELF-ASSESSMENT AND WHEN IDENTIFYING WHICH POLICIES SHOULD BE LOOKED AT FIRST:**

- When was the document originally prepared?
- When was it last updated?
- Has the department issued chief's memos or directives amending the original document?
- Have there been changes in state and/or federal law since the document was prepared?
- Has there been a change or enhancement of industry standards?
- How does current training compare to the written directive?
- Does the document accurately reflect how work is being done at the agency?
- Does the document reflect best business practices?
- Does the agency have a way to keep track of what has changed?

## Documents Guiding an Agency

Across the country law enforcement agencies are guided by a large amount of documents and it is rare for two agencies to have identical documents. It is not atypical for officers, and other employees, to be unfamiliar with their agency's guiding documents or even know where to find them. The panel said they see this all too often and question, "*Why are there so many guiding documents?*"

**GUIDING DOCUMENTS CAN INCLUDE:**

- General orders
- Policies and procedures
- Standard operating procedures
- Rules and regulations
- Directives
- Training bulletins
- Chiefs orders or memos

The point of guiding documents is to clearly identify the procedures defining how officers are expected to act. With so much information lurking in various documents, it is unrealistic to think officers are reading, comprehending and retaining all of what they need to do their job correctly.

**THE PANEL RECOMMENDS ASKING THE COMMAND STAFF:**

- Do we want or require so many guiding documents?
- Is there a benefit to having one manual?
- How do the "unofficial policies" compare to what is written? In other words, is what we do in the field reflective of what is written in our guiding documents?

**The task will not be easy, but the panel suggests working towards one policy and procedure manual.**



*If you want to succeed with one policy and procedure book you need the ability to be nimble. We've gotten really good about quickly updating our general orders."*

Attorney Lisa Judge

*LEGAL ADVISOR, TUCSON POLICE DEPARTMENT*

## Policy Management as an Indicator

The way policies are stored and distributed is a good indication of when they were created and how valid they are today. If an agency has a current policy manual with an index, the panel suggests using this as a guide. It sounds simple, but in the self-assessment process they suggest starting with the index. When evaluating the current state of policies and procedures, an agency should see how quickly they can 1) find the index, and 2) locate something essential, like a use of force policy. If a policy this important cannot be produced immediately, it is safe to say the current system is not working.

Electronic document management has come a long way and can help alleviate this issue. With robust software solutions there is no reason an agency should be authoring their most important documents by sending emails back and forth, while losing track of what version is where and who wrote what. Hard copies of policies no longer have to be handed out to officers and returned (or not returned) with signature. They no longer have to be filed in a cabinet, in a room, full of more of the same. This old method is time consuming, expensive and extremely risky.



*The first thing I always look for when evaluating current documents is an index. If you can't find the policy you are looking for quickly, what good is it? Everything needs to be quickly accessible. After I look for the index, I look for high liability policies."*

Charles Reynolds

RETIRED CHIEF OF POLICE & CONSULTANT

Another concern is preparing for discovery requests related to policy and training. Agencies are often asked to show every version of a particular policy and prove whether or not an individual officer has read and understood it. An electronic document management solution includes version tracking and signature attestation that is easily and quickly accessible, and can be delivered in minutes (not days) when requested.



*Knowing what I know now, one of the ways I would evaluate whether or not policies need to be updated is to ask 'Is it still a piece of printed paper located somewhere?' If it is still a printed manual stuck in a file somewhere, I am going to be worried. New officers know technology. They are used to it. It is familiar to them. The days of handing out binders full of paper are gone. I'd advise an agency to rewrite things that are not available electronically. You can't trust it. It has to be electronic and readily available."*

Neil Dryfe

CHIEF OF POLICE, CHESHIRE POLICE DEPARTMENT

## Section 2

# Developing Proper Policies and Procedures

After a self-assessment and evaluation of the current state of guiding documents, the hard work begins. Agencies will have to determine who is responsible, what resources are available and what structure is best. Creating new policies is a huge undertaking for any department, but one that will pay big dividends in the end.

## Forming A Policy Development and Review Team

Determining who will be involved in the policy development process, and how, is imperative. The panel suggests choosing one individual to serve as the project manager. This person will not necessarily be responsible for researching or writing the policies, but they will be responsible for shepherding the project. The panel also suggests, that when a project manager is selected, the CEO of the organization send out a notification that this person is working under the full support of the leadership team. It is important to have CEO buy-in and make it known to the entire agency.

Once the project manager is identified—if the resources are available—put together a policy review committee. Some departments prefer large committees, while others have found it beneficial to keep the committee small. Sometimes this is a choice, but usually it is based on the size of the agency.



## Large Policy Committee

### PROS:

- Multiple department levels involved in future of operational standards
- Institutional knowledge and historical insight reside with multiple agency members

### CONS:

- Individuals without subject matter expertise weighing in
- Process guaranteed to take longer and can easily get bogged down

## Small Policy Committee

### PROS:

- Ability to be more nimble and efficient
- Individuals with subject matter expertise involved

### CONS:

- Majority of work falls on a few people
- Possible lack of buy-in from those not involved



*For me, the fewer people the better. I tried to put a committee together and it was back and forth. Things like, 'change may to shall.' If I was to do it again, I would create a top down approach—this is the new policy, review it and let me know your thoughts. Too many opinions make it very difficult to accomplish your goals."*

Chief Neil Dryfe

The panel discussed the benefits of hiring consultants to guide them through the process. Others talked about including academic institutions, citizen review committees and research and development groups. There is an abundance of pros and cons when it comes to including outside entities and the consensus was it varies from department to department.

It is undisputed that using subject matter expertise is quite valuable. For example, policies governing use of force need to be reviewed by range and tactical officers to ensure the standards match the principles in which they are certificated. This thought process could be applied to multiple policies in an average department's manual.



Once the policy is drafted, the panel agreed it is a good idea to involve all levels of a department—command, first line supervisors and officers—in the review process. Each of these positions offers an important perspective on the operations of the department. In unionized agencies where new policies, or changes to existing ones, involve or impact mandatory subjects of bargaining, management must provide the union with notice and an opportunity to bargain to agreement, or impasse, before implementing such changes.



*I think the smaller the group, the tighter the group, the better. I like to have the subject matter expert, a lawyer and a policy overseer."*

Carrie Hill, Esq.

**CRIMINAL JUSTICE CONSULTING**

Included on the panel were legal advisors and members of the IACP Legal Officers Section. They all agree a legal advisor should review policies. Legal review of any policy should be conducted by an attorney with specific knowledge of law enforcement operations and legal cases related to these operations. For example, a city attorney may be well versed in zoning issues, but not up-to-date on the law concerning the use of police K-9s.

#### **POLICY DEVELOPMENT AND REVIEW CHECKLIST:**

- ✔ Establish chief's authority
- ✔ Identify a project manager
- ✔ Put together policy committee
- ✔ Find subject matter experts
- ✔ Seek qualified legal advisor
- ✔ Involve staff in review
- ✔ Engage with union representative



*Our chief drives policy change. He is very active in PERF and was on the President's Committee for 21st Century Policing. He travels around, collects the latest information and then comes back with really great ideas about policy development. We look to him for direction. We farm topics out to subject matter experts, to the people with the most expertise, and ask them to start a draft. Then those policies come to my office for legal review. We have a good system."*

Attorney Lisa Judge

Before issuing a new policy or procedure it is important to establish the chief's authority. There may be statutes, by-laws or ordinances defining the chief's authority. Before starting the policy writing process the chief should confer with municipal leaders to determine the appropriate procedure for issuance. Some jurisdictions require approval by police commissions or municipal officials. This discussion can also provide a platform to increase department funding in certain areas and, more importantly, the process assures local government leaders that the department is staying ahead of the curve on current issues and limiting the community's liability—a win-win for everyone.

## Identifying and Prioritizing Policies

Once development and review teams are established, the next step is to identify what policies are most important and should be tackled first. Like anything else, this will vary from department to department, but as a general rule, the recommendation is starting with the most high-risk, high-liability policies. These are the ones agencies end up in court defending against the most.

**The panel of experts said these 10 topics come up time and time again, and agree they lead to a majority of liability cases.**

### SUGGESTED TOPICS TO LOOK AT FIRST:

1. Use of force and force-related weapons
2. Pursuit and emergency vehicle operations
3. Accepting citizen complaints
4. Response to the mentally ill or persons in crisis
5. Sexual and workplace harassment
6. Care and custody of detainees
7. Tactical operations deployment
8. Response to domestic violence
9. Evidence and property control
10. Off-duty and secondary employment

When prioritizing and determining policy topics, it is important to look ahead, but be careful of knee jerk reaction to novel issues. Policies need to have a balance between being strict and leaving a little wiggle room for unusual circumstances. In most situations policy writers will have to use their best judgment.

“

*The number of traditional civil liability lawsuits has long-since been outpaced by employee claims against other employees, department supervisors and the municipality. Damage awards in HR-related cases dwarf those in Monell lawsuits. Having policies on sexual and workplace harassment is not enough. Departments need both policies and training for supervisors in the requirements of such things as the FLSA, FMLA, ADA, ADEA, pregnancy leave or other anti-discrimination laws, as well as how to properly handle work-related injury claims and to administer a collective bargaining agreement. These all fall into the high-frequency/high-risk category yet are often overlooked when developing a new or updated policy and procedure manual.”*

Attorney John M. (Jack) Collins  
LEGAL ADVISOR & FORMER CHIEF OF POLICE,  
EDGARTOWN POLICE DEPARTMENT



## Resources Guiding Policy Development

It may be a generality, but our panel of experts mentioned it several times: most law enforcement professionals are resistant to change. With this said, it is only natural that policies, procedures and training are usually implemented in a reactive state. Agencies need to find a more proactive way of doing things. They need to gain buy-in earlier, and more often, to ensure officers are following the proper policies and procedures prior to a mandate because something bad has happened. There are numerous resources available to help agencies gain buy-in and evaluate the quality of their policies.

### Case Law and Department of Justice Rulings

Officers will have confidence in policies that include logical operational procedures developed from current case law and best business practices. The DOJ is a reliable resource for this. Departments should keep their finger on the pulse of DOJ reports, publicized cases, Supreme Court rulings and Appellate Court rulings relevant to their part of the country.



*You have to have a way to spark the need for change. There's got to be a reason to do it, to get buy-in. We can look at new cases, at consent decrees, and know what's potentially coming down the road for us and protect ourselves before it happens."*

Attorney Lisa Judge

If officers know a change is backed by case law, if they know that it is because of a legal change, they will be more willing to accept it. Most importantly, staff will embrace changes when agency leadership takes the time to explain the reasons for change and the fact that the changes have been developed to protect employees, the agency and the public.

“ I always tell agencies I'm working with to print an agreement/consent decree from the DOJ website, assign it to a lieutenant and have them go through it. Have them write in the margins what policy, and where, I can find what is being pointed out. If for no other reason, it's a starting point.”

Attorney Eric Daigle

## Accreditation Standards

There is no denying it is popular for agencies to use accreditation as a checklist for policy and procedure evaluation. These include standards provided by state and national organizations. Accreditation has several distinct benefits and proves an agency's commitment to setting high standards and achieving operational excellence.

“ I like to use accreditation standards as a road map when evaluating documents. I just start with chapter one, and go right through them. It's a starting point to make sure you don't miss the more obvious, important items.”

Mike Whalen

CONSULTANT & RETIRED CHIEF OF POLICE,  
DENNIS POLICE DEPARTMENT

Although accreditation makes an agency better and is very important, it does not completely protect anyone. Nothing protects like proper, legally defensible policies. The most important issue to remember with the accreditation process: the standards only provide guidance on what practices need to be addressed in a policy. The standards often don't provide guidance on the procedure portion or how the standard should be accomplished. It is possible for an agency to meet the standard language, but still be in violation of local, state or federal law.

“*Too many agencies hang their hats on accreditation, but at the end of the day, in my opinion, you're going to need more. There is a distinct separation between accreditation and constitutional-based policing. Accreditation, while a good first step, does not protect you from all liability. It's going to help make your departments better and more defensible, but there is still more to do.*”

Charles Reynolds

Many departments never get off the starting blocks, because the chief or accreditation manager sees over 400 standards and simply doesn't know where to begin. Whether you choose a national or state program, the panel suggests starting with the initial level and work your way through the high-liability standards.

The panel believes getting into the game is more important than which program is ultimately selected. A state program may allow a department to start an accreditation process at a much lower cost, but still ensure they are meeting best business practices. A national program, such as CALEA, will review the agency with assessors typically from other states and jurisdictions, bringing diversity to the process. Either way, as a starting point, departments should select a program and complete the application.



While not officially connected to state programs or CALEA, many states or regions support a Police Accreditation Committee (PAC) consisting of agencies that are either accredited or in the process. These PACs provide a good resource for an accreditation manager just getting started. This is also a good place to review or receive current policies and procedures from an already accredited agency.

## Additional Resources for Reliable Content

There are obvious pros and cons to borrowing policy language from outside sources. There is no knowledge of where their language is coming from and could be from a consent decree or state law that does not apply to another agency. Departments must do their own due diligence and pay attention to their own community standards. What is important in one region may not work in another.

## State-Centered Chiefs' Model Policies

A state chiefs' association may provide a set of model policies. These model policies provide a foundation; however, the panel does caution agencies to beware of a few things.

### **WHEN REVIEWING MODEL POLICIES:**

- Make sure the model policies are up-to-date and reflect any changes in state or federal law or regulations.
- The model policies are meant to be a place to start and often contain optional language. Make sure the final product includes only the options chosen and the options not chosen are fully removed.
- Legally sensitive policies, or those involving employment issues, should be reviewed by local counsel to ensure they do not violate local, state or federal laws or regulations related to employment practices.

## IACP Model Policies and IACP Net

Recently, IACP changed the process for obtaining copies of their model policies. Members are no longer required to purchase the model policies—they are now provided free of charge. Like any state model policies, these documents also come with conditions. Many of them were written generically for a national audience and may have been recently reviewed. Accordingly, agencies using these model policies should have them reviewed by experienced legal counsel and subject matter experts to ensure they are not out of date. On a positive note, they also include a research paper that supports the reasoning behind the policy. The research papers provide valuable information and should be reviewed as part of the process.

IACP Net manages a database of policies, procedures and articles on a variety of law enforcement issues. Searching there for "use of force policies" instantly provides over 250 different policies and procedures from departments across the country. Once again, these need to be carefully analyzed for local applicability and conformance with state law.



## Americans For Effective Law Enforcement

Americans for Effective Law Enforcement (AELE.ORG) is a well-known, no-cost national resource for researching cases on police, fire and corrections liability and personnel issues. In addition to case summaries, law enforcement legal advisors have come to rely on AELE's monthly newsletters and articles. AELE also files Amicus Briefs to the U.S. Supreme Court in support of professional law enforcement, often on behalf of the IACP.

### POPULAR ONLINE RESOURCES:

- [IACP - National Law Enforcement Policy Center](#)
- [Americans For Effective Law Enforcement](#)
- [IACP - Best Practices Guide: Developing a Police Department Policy-Procedure Manual](#)
- **Manufacturer warnings - An internet search will help you find information specific to your item.**
- [Policing in the United States: Developing a Comprehensive Empirical Model](#)
- [Police Executive Research Forum \(PERF\): Model policies and white papers](#)
- [Writing Policy and Procedure Manuals in a Small Campus Police Environment, by Robert A. Johnson](#)
- [Put it in Writing: The Police Policy Manual, by Michael Carpenter](#)
- **Local and State Peace Officer Standards and Training (POST) - An internet search will help you find information specific to your jurisdiction.**
- [ACLU - Police Practices](#)
- [Innocence Project](#)
- [FLETC Informer](#)

## Creating Legally Defensible Policies and Procedures

It is not enough for agencies to publish a broad policy statement concerning a particular law enforcement issue. The agency must also provide its staff with the procedures for carrying out the activity.

### AN AGENCY'S GUIDING DOCUMENTS, OR MANUAL, SHOULD ACCOMPLISH THESE OBJECTIVES:

1. Provide the agency's policy concerning a particular activity
2. Provide the procedures for carrying out the activity

The procedures section of the manual needs to meet criteria that at first might seem to be in conflict. However, following the criteria in a balanced approach will result in easily followed and legally defensible policies and procedures. Agencies should keep the following criteria in mind while creating the procedures section.

**PROCEDURES NEED TO:**

- Reflect current best practices
- Be specific, but still leave a reasonable measure of flexibility
- Meet the specific legal requirements for a particular area of operation
- Specifically identify the position responsible for any supervision, reporting, investigative or training requirements (not by name since people often change positions)
- Provide staff with logical and easily understandable guidance on how a particular activity should be accomplished. They must be able to quickly comprehend what they can and cannot do, and how.

## Policy Structure

There is no one-size-fits-all approach for developing guiding documents that will protect an agency against a lawsuit. However, when creating and following a structure for consistent development of these documents, agencies will be more protected and reduce risk of liability.

**It is important to have one, consistent, professional-looking template as the baseline for all guiding documents. Agencies lose credibility during litigation if they present policies with little or no consistency.**

**WHEN CREATING A TEMPLATE:**

- Each document should look similar
- Use common sections and categories
- Choose a consistent, professional font and font size



*I always stress the importance of one consistent template for every policy. One thing that drives me absolutely nuts is policies with different fonts, different font sizes, different spacing, different headings, etc."*

Attorney Eric Daigle

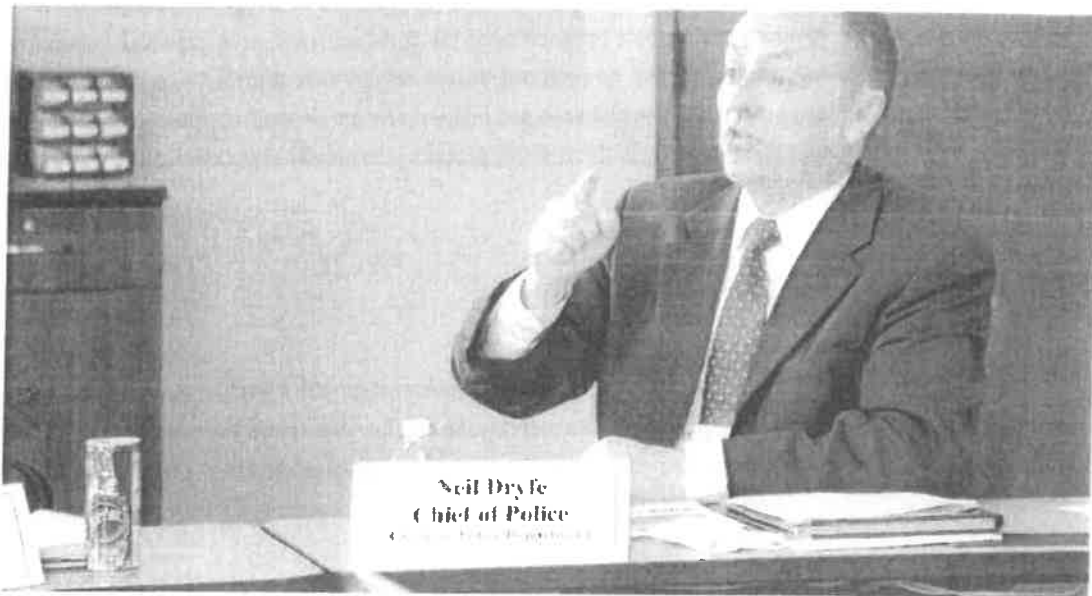
Creating a framework for documents, and committing to it, has numerous benefits. Not only does it look professional and make things easier to find, agreeing to specific elements forces agencies to ensure they are covering all aspects.

**ESTABLISH A STRUCTURE THAT INCLUDES:**

- Purpose statement: What is the policy about
- Policy statement: What is the agency's policy concerning this particular topic
- Definitions: Creating definitions along the way, especially for words and terms with multiple meanings will save having to argue about the definition in court
- Glossary: Copy definitions into a comprehensive glossary
- Procedures: Make sure staff understand fully what is expected of them
- Permitted conduct: What behavior is allowed for specific circumstances
- Prohibited conduct: What staff is not allowed to do
- Reporting requirements: What needs to be reported after an incident, who it should be reported to, what analysis of the report should take place and who should maintain the reports
- Training requirements: Who should be trained on what specific issues or equipment

Agencies can choose to save their completed policies and procedures as a PDF in Microsoft Word, which can be indexed for quicker searching. Also, PDFs make it possible to search by topic or key word.

Adopting electronic document management may take this one step further. With a very dynamic search tool, you can find any document with the click of a mouse. With features allowing users to create, publish and archive documents, there is never a risk of pulling up, working on or distributing an outdated document. Also, users can compare different versions of a document to any point in the documents history. Not all document management systems are the same—it is important to understand the technology and capabilities.



## Moral v. Legal Obligation

Should an agency use language allowing staff to act at a standard allowed under applicable case law or should it provide more limiting language to establish an important moral standard? This is a question that often arises. The policies and procedures dealing with shooting at moving vehicles is a good example. One could argue, the U.S. Supreme Court in the *Plumhoff* case allowed a standard whereby an officer could shoot at a vehicle when the officer reasonably believed his life was in danger. Many agencies create policy language that prohibits officers from shooting at a vehicle where the force used is the vehicle itself. These policies often contain additional language emphasizing good officer safety tactics to prevent officers from putting themselves in a dangerous position and, thereby, preventing the need for the deadly force option. There are good arguments to be made for both policies—agencies will need to decide which is the best fit for them. Agencies must be mindful of, and recognize that their respective policies must address community expectations, and not simply contain minimum legal requirements.

## Training Standards

In this time of reduced budgets it is not unusual to find departments regionalizing recruit and in-service training programs. More often than not, the training programs incorporate lesson plans that follow POST standards. It is imperative that whoever is drafting the policies and procedures is also familiar with the training being conducted and that it is all in line. There is only one thing worse than having no policy and that is having policy language that does not reflect the training and the way the particular activity is handled in the field.

A common example of a conflict between training and policy deals with use of force. Many policies across the country have a force continuum, while others have removed the continuum and have continued with a fourth amendment objectively reasonable standard. As such, training venues still train on the force continuum standard while constitutionally-based policing training practices and policy drafting train to an objectively reasonableness standard. An important objective to remember through this process is to provide standards for training and train to these standards.

## Review and Final Editing

As stated before, state or national accreditation standards can provide a road map and a framework for determining what subjects should be addressed in a manual. As they say, be careful not to throw the baby out with the bath water. An agency may have many guiding documents that still meet standards and best industry practices. As part of the review process include training practices and the customs and practices of the officers on the street.

**TAKE TIME TO CRITICALLY REVIEW CURRENT MANUALS AND IDENTIFY POLICIES IN THREE CATEGORIES:**

1. Policies that meet accreditation language requirements, current legal standards and accurately reflect customs and practices
2. Policies that meet legal standards and best practices, but need additional language to meet accreditation standards or do not agree with the custom and practice in the field
3. Policies that require an entire rewrite

When reviewing documents be sure to review anything that may be considered a guiding document. For instance, an agency may have a policy on use of agency-issued firearms; however, the general order has been modified three times over the last seven years by chief's memos. Unfortunately, the original policy was never amended to incorporate the chief's memos, causing confusion in the agency.

Just as policies and procedures need a common template, the final draft requires a common review process to assure the agency's official written policies and procedures will not come back to form the basis for a lawsuit, employment and administrative actions.

**PRIOR TO ISSUANCE, REVIEW POLICIES AND PROCEDURES WITH THE FOLLOWING REPRESENTATIVES:**

- Subject matter experts and training unit
- Legal resources familiar with police operations
- Command and supervisory staff
- Representative of any affected collective bargaining units

**Once the documents have been properly reviewed they are ready for distribution.**

### Section 3

# Distribution, Training, Inspection and Review

An agency has done the heavy lifting and has new guiding documents—now what? The distribution of these new documents and training the team on the new content could be considered as important as putting them together.

## Distributing New Guiding Documents

When talking about distribution, the panel of experts provided a varied representation of law enforcement agency practices across the country. When sharing how they distribute policies, procedures and other important documents, the responses were extremely diverse.

A handful of agencies rely solely on paper-based document management systems, because that is how it has always been done or they don't believe they can afford anything else. Agencies continue to print hard copies of documents, go through them at roll call and then post them on boards throughout the agency. If they require a signature of receipt, they chase after employees and manually keep track of who has done, or seen, what. There are even stories of large, well-known agencies pasting policies into books for archiving.

A majority of agencies are using a mix of paper and electronic. They are creating policies and procedures in Word and distributing them via email. Some are still printing out hard copies of these documents and posting them throughout the agency, but the archiving takes place within the computer system. This is a step in the right direction, but still lends itself to mistakes and lack of accountability.

A true paperless, electronic document management system provides a more seamless approach. Ideal systems for high liability environments include features such as workflow management, Microsoft Office integration,

distribution tool, electronic signature, version control, audit trail, the ability to test after reviewing policies and procedures, and accessibility anywhere there is online connectivity.



*We looked at quite a few document management systems for our clients and went with PowerDMS. We've introduced it to over 300 agencies and not a single one has ever gotten rid of it. It becomes indispensable to the officer's day-to-day duties. If it's important enough to go over during roll call, it is important enough to put into the system."*

Lt. Colonel Frank Rodgers (Ret.)  
PRESIDENT, THE RODGERS GROUP, LLC

## Assuring Understanding and Compliance

Again, it is not enough for agencies to produce legally defensible policies and procedures. They must also be able to document that agency members reviewed and understood what is included in the document. The panel provided a variety of ways they were meeting this requirement. Some provide a training summary during roll call. Others issued an email outlining the important points of the new or updated document. Some simply required staff to accept and sign for receipt.



A handful talked about the ease of accomplishing this task using a software solution. They quickly send new documents to all staff members and require a signature by a certain date. They can pull a report at any time and see who has signed off on the document. There are stories of agencies involved in court cases that are asked to produce documentation that an officer saw a particular policy and if they distributed it electronically they can provide proof in seconds.



*We use document management software for accountability. We send documents out for signature and quickly know who has, and who has not, actually reviewed a policy. In the past, it was not uncommon for individuals to not actually read a policy distributed via email or physical copy. Today, they are aware that they will be held accountable for reading the policy via signature tracking provided by the software. Compliance reports are reviewed on a regular basis and forwarded to supervisors for appropriate action. This process motivates the vast majority of individuals to remain current with the review of policy changes."*

Troy Pearson

LIEUTENANT, ORANGE COUNTY SHERIFF'S OFFICE





## Inspection, Evaluation and Review

By now there should be one point that has been made very clear: drafting your policy and procedure manual cannot take place in a bubble. It is an interactive process that requires input from many sources. Nor is it a paper exercise resulting in a book that collects dust on a shelf. The process doesn't result in a legally defensible document unless the organization is following the "playbook."

It is suggested that a matrix of training, inspections and appropriate discipline be used to assure compliance. As part of the manual the chief law enforcement officer must delegate inspection responsibilities to appropriate staff members. Developing a schedule of line and staff inspections, along with a matrix of reporting responsibilities, will ensure the agency walks the walk.

### AN EXAMPLE OF A TYPICAL REPORTING MATRIX:

Standard Number	Compliance Status	Purpose / Bullet	Comp	Action	Frequency	Person Assigned	Distribution
1.2.9		Bias Based Profiling (D)	M	Review	Annual	Executive Officer	Chief Acc. Mgr.
1.3.6		Use of Force occurrence	M	Report	Per Incident	Officer	Patrol Spvr.
1.3.7		Use of Force Report Administrative Review	M	Review	Per Incident	Executive Officer	Chief Acc. Mgr.
1.3.11		Use of Force Policies, lethal and electronic controlled weapons proficiency	M	Report	Each Qualification	Commander Support Services	Training File Acc. Mgr.
1.3.13		Use of force reports Annual Analysis	M	Analysis	Annual	Executive Officer	Chief Acc. Mgr.
15.2.1		Update Goals and Objectives	M	Memo	Annual	Chief	All Dept. Personnel

*\* this is a small sample of a large document*

At a minimum, policies and procedures should be reviewed every two years and those involving high liability should be reviewed annually, via a standardized process established by the agency. Agencies must also take the time to review new legislation after each legislative session to identify needed changes.



Drafting a schedule and assessing responsibility for review and evaluation should be part of the manual. Any time there is a need to amend the documents, really amend the documents! Do not amend them with a quick memo or special order. This will almost always result in a parallel system that will quickly put an agency back in the same boat it was before the new manual was created.

## Section 4

# Where Do We Go From Here?

Throughout the country, there is intense media focus on police operations. The IACP 21st Century Policing initiative, DOJ investigations, Ferguson report and questions about body-worn cameras all have one thing in common: **the need for every law enforcement agency to have a constitutionally-based policy and procedure manual.**

In cases where agencies have been slow to respond to this heightened review, community and legislative pressures have resulted in laws and regulations unnecessarily limiting police capabilities or resulting in unneeded bureaucratic oversight. It is important that the law enforcement industry get in front of the curve and proactively work to ensure they are practicing constitutionally-based policing efforts.

### **TOPICS AGENCIES NEED TO BE ADDRESSING THROUGH COMPREHENSIVE DEVELOPMENT OF APPROPRIATE AGENCY POLICIES AND PROCEDURES INCLUDE:**

- Body-worn cameras, including open records issues, privacy concerns and storage resources;
- Use of force, force investigations and the implications of body-worn cameras in these investigations;
- Police response to citizen's taping of police activity; and
- Issue of procedural justice as outlined in the report of the President's Committee on 21st Century Policing and the role of policy development.

The reality is every law enforcement officer and agency is one bad policy away from being the next news story. It is sad, but true. As laid out in this paper, to avoid this situation, agencies must commit the time and do the research to ensure their policies are legally defensible. It is no longer an option.

# [ Resources ]

- <http://www.theiacp.org/Model-Policy>
- <http://www.justice.gov/crt/about/spl/police.php>
- [http://www.lapdonline.org/search\\_results/content\\_basic\\_view/928](http://www.lapdonline.org/search_results/content_basic_view/928)
- <http://www.policemisconduct.net/statistics/2010-annual-report/>
- <http://www.bjs.gov/index.cfm?ty=tp&tid=703>
- <http://www.nij.gov/topics/law-enforcement/officer-safety/use-of-force/Pages/welcome.aspx>
- [http://en.wikipedia.org/wiki/Garrity\\_v.\\_New\\_Jersey](http://en.wikipedia.org/wiki/Garrity_v._New_Jersey)
- <http://legal-dictionary.thefreedictionary.com/consent+decree>

# [ Endnotes ]

1. Department of Justice, *Report on the Investigation of the New Orleans Police Department*, March 16, 2011
2. National Advisory Commission on Civil Disorders, *The Kerner Report*, 1967
3. International Association of Chiefs of Police website, [www.theiacp.org/Model-Policies-for-Policing](http://www.theiacp.org/Model-Policies-for-Policing)
4. *Monell v. Department of Social Services*, 436 U.S. 658, (1978)
5. *Mettler v. Whitledge*, 165 F.3d 1197 1204, 8th Cir. (1999)
6. *City of Canton v. Harris*, 49 U.S. 378, 391, 109 S.Ct 1197, 1206 (1989)
7. *Graham v. Sauk Prairie Police Commission*, 915 F.2d 1085, 1100, 7th Cir. (1990)



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# DLG

**DAIGLE LAW GROUP, LLC**

Eric. P. Daigle (860) 270 - 0060  
[Eric.Daigle@DaigleLawGroup.com](mailto:Eric.Daigle@DaigleLawGroup.com)

June 24, 2022

Via Email: [moutland@jacksonms.gov](mailto:moutland@jacksonms.gov)

Michael Outland, Sr.  
Commander  
Jackson Police Department  
327 E. Pascagoula Street  
Jackson, MS 39205

Re: DLG Sole Source Letter

Dear Michael:

This correspondence is to address the proposed policy development project for Jackson Police Department. Your agency has made a commitment to constitutional policing and promoting effective police practices. We believe that proper policy, procedure, training, and operations in law enforcement are paramount to the realization of transparent and constitutional policing.

DLG Policy Center offers proven ability and success in the review, evaluation, and development of comprehensive policies and procedures. We have extensive experience across the country developing, implementing, and maintaining police policies. These policies meet local and national accreditation, while ensuring the agency complies with the law, state statutes and common constitutional policing standards.

This letter is to support the need for DLG to review Jackson Police Department's policies and procedures. While there are other companies in the country that provide policy review and manuals, we utilize the methodology of working with the agency to ensure their operational needs are met. The DLG Policy Center does not provide legal representation – it does offer a service to update current policies to provide guidance to an agency. Our staff is composed of Attorneys, subject matter experts and industry experts. This allows us to ensure that the policies meet legal liability standards, legislative requirements, Accreditation standards and industry standards.

Other companies are known for producing and providing agencies with the model policies for them to implement with no assistance. DLG Policy Center uses PowerDMS, a document management software program, to develop new policies and work them through to completion. The objective of this partnership is to aid agencies with managing their development, deployment and training obligation to help reduce an agency's liabilities. The personalization that DLG brings to a policy project is one of the main components of our services that sets us apart.

Commander Michael Outland, Sr.  
Jackson Police Department  
Page 2 of 2

A law enforcement agency's policies and procedures shall reflect and express the department's core values and priorities, while providing clear direction to ensure that officers lawfully, effectively, and ethically carry out their law enforcement responsibilities. We are dedicated to working with departments to develop sound, effective policies based on constitutional accreditation standards. Daigle Law Group operates under a philosophy that every agency is unique in its operation and structure. We work with agencies to mold proper standards into the operation and structure of the individual agency. Our client's range in size from small to very large agencies, each with unique challenges.

Should you have any additional questions please do not hesitate to contact my office at (860) 270-0060 or email [eric.daigle@daiglelawgroup.com](mailto:eric.daigle@daiglelawgroup.com).



Sincerely,

Eric Daigle  
Daigle Law Group





DAIGLE LAW GROUP, LLC

**AGREEMENT TO PROVIDE SERVICES**

This Agreement, dated August \_\_, 2022 is made between the AGENCY,

Jackson Police Department  
327 E Pascagoula Street  
Jackson, MS 39205

referred to as the "Agency" or "You", and **Daigle Law Group, LLC** "DLG", whose address is: 960 South Main Street, Plantsville CT, 06479, referred to as the "Law Firm."

1. **SERVICES TO BE PROVIDED.** You agree that Attorney Eric P. Daigle, the Law Firm and its contractors will conduct Consulting Services for the City of Jackson MS Police Department.

The scope of the work includes: Review and analyze the current and selected policy and procedure manual in operation at the City of Jackson Police Department. Development of policies and procedures that meet common practice in the industry, accreditation standards and NM legal standards.

2. **ADDITIONAL LEGAL SERVICES.** If you need any other services which may or may not be related to the above matter, you and the Law Firm may make a new agreement to provide the other services.

3. **FEES.** The Law Firm cannot predict or guarantee the final amount of the bill. The final amount will depend on the total amount of time required to develop, review and implement new policies and procedures.

A. **INITIAL PAYMENT.** No initial payment is required.

B. **HOURLY RATE.** You agree to pay the Law Firm for consulting services at the rate of \$200.00 per hour.

C. **ALL SERVICES WILL BE BILLED.** You will be billed at the hourly rates set forth in paragraph 3B for all services rendered. These services include: review, developing, drafting policies and procedures. Also, telephone calls, reviewing documents, analysis of information, participate in conferences, as well as any other service relating to this matter.

D. **COSTS AND EXPENSES.** In addition to fees, you must pay the all reasonable costs and expenses directly related to the policy development and consultant services described in section 1 above.



4. **TERMINATION.** You have the right to terminate services at any time by delivering a signed letter notifying DLG of the termination of our relationship. You shall remain liable for, and shall promptly pay, all fees earned and costs advanced through the time and date of my receipt of such notice of termination. Similarly, we shall retain my right to withdraw from this project at any time, and for any reason (including, without limitation, nonpayment of my fees and costs) upon reasonable written notice to you. Upon such termination, by you or by me, any unused portion of the retainer or additional retainer shall be returned to you together with an itemized statement of the fees earned and costs advanced to the date of termination.
5. **NO GUARANTEE.** The Law Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable for you.
6. **YOUR RESPONSIBILITY.** You must fully cooperate with the Law Firm and provide all information relevant to the issues involved in this matter. You must also pay all bills as required by this Agreement
7. **PRIVACY POLICY.** DLG will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process. Agency acknowledges that DLG may provide view-only access and summary information to the Agency's affiliated Risk Management Authority, Insurance Pool or Group if they have provided an economic subsidy. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and DLG does not warrant or guaranty that information Agency transmits utilizing the DLG system or online platform is 100% secure.
8. **POLICY ADOPTION.** Agency hereby acknowledges and agrees that any and all policies included in the Material provided by DLG have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither DLG nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy.
9. **INDEMNIFICATION.** In developing the policies, DLG has made a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such Materials are provided to Agency. While DLG has made such a good faith effort, Agency acknowledges and agrees that DLG will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Materials.
10. **LIMITATION OF LIABILITY.** DLG's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Materials shall not exceed the subscription fees actually paid to DLG for the use of the Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or

action. In no event shall DLG be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if DLG has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. MISCELLANEOUS.

A. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Connecticut without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

B. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by DLG, and shall not be considered binding on DLG unless specifically agreed to in writing by it.

C. Headings. The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

E. Amendment. No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

F. Attorneys' Fees. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.



G. General Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

H. Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

I. Invalidity of Provisions. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

J. Waiver. DLG's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy

End of General Terms and Conditions

SIGNATURES. You and the Law Firm have read and agree to this Agreement. The Law Firm has answered all of your questions and fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement.

By: \_\_\_\_\_  
ATTORNEY: Eric P. Daigle  
Date:

\_\_\_\_\_  
CLIENT:  
Date:

**PROPOSAL FOR SERVICES  
POLICE CONSULTANT SERVICES**

**FOR THE  
JACKSON MS POLICE DEPARTMENT**



**DLG**  
DAIGLE LAW GROUP, LLC

**PROPOSAL PRESENTED BY  
ERIC P. DAIGLE, ESQ.**

**DAIGLE LAW GROUP, LLC  
P.O. BOX 123, SOUTHLINGTON, CT 06489  
(860) 270-0060  
[WWW.DAIGLELAWGROUP.COM](http://WWW.DAIGLELAWGROUP.COM)**

**Proposal for Services**  
**POLICE CONSULTANT SERVICES**

**A. DLG Consulting Services**

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Daigle Law Group, LLC, Attorney Eric P. Daigle submits a proposal for Police Consulting Services for the Jackson MS Police Department. The Daigle Law Group, LLC (hereinafter "DLG"), incorporated in the State of Connecticut, is a law firm that takes great pride in providing our clients with specialized, focused representation. We provide police practices consultation to law enforcement agencies across the country in the area of operational liability, with an emphasis on policies, operations, and investigations. DLG focuses on police best practices, specifically in the areas of policy development, training, investigation, and operations.

**Introduction:**

A police department's policies and procedures provide the agency with core liability protection. Policies that are comprehensive and current are the backbone of effective and constitutional policing. It is not enough, however, to simply have sound policies. Officers must be trained on the policies, supervisors must hold officers accountable, and, when the policies are violated, a sound disciplinary process should be engaged.

A Police Department's policies and procedures shall reflect and express the Department's core values and priorities, while providing clear direction to ensure that officers lawfully, effectively, and ethically carry out their law enforcement responsibilities. Daigle Law Group, LLC developed the DLG Policy Center to meet the increasing need of Police Departments all across the United States. We are dedicated to working with Departments to develop sound, effective policies based on constitutional accreditation standards. Daigle Law Group operates under a philosophy that every Police Department is unique in its operation and structure. We work with Police Departments to mold proper standards into the operation and structure of the individual agency. Our clients range in size from small to very large departments, each with unique challenges.

Law enforcement operational standards dictate that police departments develop and maintain sound and proper policies and procedures. Utilizing the expertise of Attorney Eric Daigle, and a team of experts in law enforcement operations, we work with clients to analyze the risks associated with their current policies. Through a process of examination and analysis, we identify areas of risk and work to develop sound policies based on the principles of common law enforcement standards. We encourage members of the department, who are the subject matter experts, to be involved in every aspect of the process to ensure not only that the policies are sound, but that personnel understand and have confidence in them. We can review and revise individual department policies or conduct a complete policy manual review and revision. The Daigle Law Group is committed to work with the command staff of any police department to ensure that its policies meet the standards or effective and constitutional policing.



**Proposal for Services**  
**POLICE CONSULTANT SERVICES**

**B. Scope of Police Practices Consultant Services**

---

As a Police Practices Consultant, Attorney Daigle provides resources and guidance to police organizations and management in multiple areas of law enforcement operation. Daigle Law Group, LLC is dedicated to forming a partnership with the management of the Jackson Police Department and the Town of Jackson to identify and maintain a proper standard of law enforcement operation.

Daigle Law Group, LLC, through its principal Attorney Daigle provides the following proposed approaches, capabilities, and experiences in the following areas:

**1. Department Policy and Procedure Development**

Attorney Daigle has extensive experience in developing, implementing, and maintaining police policies, which meet local and national accreditation, while ensuring the Department complies with constitutional policing standards.

**a. Approach**

Through our process police departments are encouraged to mold the policy standards into their unique operational structure and practice. The process begins with an analysis of the department's current policies and procedures to identify a blueprint for success. Our consultants will work with the department, utilizing the input from various department resources, to produce a model set of policies for consideration. We will then work with the department to modify the policies to meet the operational needs of the agency without undermining liability protections. Once complete, we will assist the department in providing training on the updated policies and maintaining effective updates on the policies.

DLG proposes the following methodology and dissemination process for development of policies. The process of policy development for the proposed options will maintain the same methodology.

1. DLG will review and analyze the current policy and procedure manual in operation at the Jackson Police Department.
2. DLG will utilize its model policies that meet the national standards including legal standards, Consent Decree and review of national accreditation standards in the form of model Policies and common police practices.
3. Utilizing subject matter experts and legal counsel the policies will be developed to meet MS law, court rulings, and state statutes.



**Proposal for Services**  
**POLICE CONSULTANT SERVICES**

4. The draft policies will be provided to the Jackson Police Department for review and approval.
5. A word version of the sample policies will be provided to the Jackson Police Department with guidance and instruction for final development and implementation. This must occur with an accountability mechanism to ensure that the version provided can be proven later if litigation occurs. The DLG Policy Center only uses PowerDMS as our document management software and an initial subscription will be purchased with this project.
6. After initial dissemination, a maintenance option will be provided for continuous evaluation of the policies and procedures based on Appellate and Supreme Court rulings, State Statutes, risk management practices and current law enforcement incidents.

We believe that every police department is unique. Therefore, it has long been the DLG methodology that if you only provide a police department with a set of model policies, and nothing more, you will only put a Band-Aid on future liability issues. The reason is that departments with limited skills and knowledge set may not properly implement the liability protector.

**b. Capabilities and Experience**

Attorney Daigle and the DLG Policy Center, a division of Daigle Law Group, LLC, currently works with multiple police departments around the Country and in Connecticut to review, revise, and develop new department policies. Attorney Daigle and the Consultants have worked on projects with agencies under Federal and State Consent Decrees to revise and implement new policies, which govern high liability and high frequency incidents. Attorney Daigle currently works with multiple departments to develop and implement policy and improve their operational management, including: Yale University Police Department, New Milford Connecticut Police Department, Middletown Connecticut Police Department, Westport Police Department, Greenville South Carolina Police Department, Lavonia Michigan Police Department, Niagara Falls New York Police Department, Puerto Rico Police, Anchorage Alaska Police Department, and Wichita Kansas Police Department, to identify a few.

**c. Timetables**

Prior experience with full policy manual revisions has shown that a minimum of twelve (12) to eighteen (18) months is necessary to achieve completion. This figure incorporates the time necessary for both the police department and the consultants to find the best fit for the department, while maintaining the appropriate level of police practices.





**Proposal for Services**  
**POLICE CONSULTANT SERVICES**

Additional time may be required, however, if issues such as union objection or legal oversight processes delay the process.

This project will be completed in stages. Stage one will include reviewing the current policies of Police Department, re-organizing and structuring policy index and developing new the Jackson policies using the DLG Model Policies. The Department will take delivery of approximately 110-135 developed policies for their review. An Index of the anticipated policies can be found in Attachment A to this proposal. Stage two will include editing and finalizing the policies and Stage three will be meeting accreditation standards,

**d. Price**

Prices for these services are detailed in Section C below.

**2. General Police Practices Consulting Services**

**a. Approach**

Attorney Daigle and his consultants have extensive experience working with departments as police practices consultants. The scope of this advisement includes:

- Meet the requirements of the MS Accreditation
- Revising, developing, implementing, and maintaining policies and training required by common police practices standards;
- Providing recommendations and guidance to implement and meet the standards of common police practices and Consent Decree requirements;
- Monitoring the department's field procedures and operations to assure implementation and compliance with common police practices and Consent Decree requirements, to include review of Internal Affairs investigations, use of force investigations, and stop and frisk standards;
- Working with the Chief of Police and department members to develop, update, and change operational standards; and
- Participating in the review of high liability field situations, including those involving the use of force and deadly force incidents.

**b. Capabilities and Experience**

Attorney Daigle has extensive experience providing police practices consulting to police departments. These include work in Federal and State Consent Decrees and Operational Management Studies.



**Proposal for Services**  
**POLICE CONSULTANT SERVICES**

Our experience includes:

- Working as law enforcement officers and executives responsible for the development, implementation, management, and evaluation of policies and procedures;
- Providing expert assistance to a variety of law enforcement agencies on policing issues, including use of force policies, procedures and training, stop and detentions, community policing, complaint systems, disciplinary systems, investigations, and accountability mechanisms;
- Designing and implementing programs to correct systemic deficiencies in law enforcement agencies;
- Addressing legal issues specific to law enforcement;
- Monitoring and consulting with departments in responding to crisis situations following police shootings and other significant uses of force, and making the difficult judgments about the propriety of particular uses of force;
- Assisting in investigations of cases involving alleged excessive use of force;
- Working with government officials, police unions, and community groups on a variety of policing issues;
- Working with the U.S. Department of Justice investigating law enforcement agencies with systemic civil rights violations;
- Participating in public policy and criminal justice research to assess the impact of management systems on police integrity and police use of force;
- Designing and implementing leadership development programs to ensure that supervisors have the tools, ability, and will to uphold policies and procedures related to use of force and police integrity; and
- Compliance monitoring of law enforcement agencies.

**c. Price**

Police Practices Consulting will be conducted at an hourly rate. Prices for these services are detailed in Section C below.

**3. Path of the Guardian Video Training Program**

**a. Introduction:**

We are proud to introduce you to our video training program titled "Path of the Guardian." We believe that proper policy, procedure, training, and operations in law enforcement are paramount to the realization of transparent and constitutional policing.

*Revised 8/12/2022*



**Proposal for Services**  
**POLICE CONSULTANT SERVICES**

We believe that police officers are guardians of the community in which they work. They are the defenders, the protectors and the keepers. Daigle Law Group and its consultants developed this video program to help protect the Guardian by developing the Guardian mindset. The videos are 8-10 minutes long and focus on important policy and police practice issues developing across the country and in your state. The videos focus on Supreme Court updates, police practice issues, high liability issues, Department of Justice investigations, and accreditation standards. The videos are provided to the department to be distributed each week for a total of 52 videos a year. These videos can be distributed utilizing different methods.

**b. Overview of Path of the Guardian Training:**

Attorney Eric Daigle, the principal of Daigle Law Group LLC, is the host of this video series training. Having spent well over a decade defending officers, supervisors and command staff in police misconduct litigation, and after watching the damage and stress that litigation puts on police officers, Daigle Law Group decided there must be a better way. Through the DLG Policy Center and DLG Learning Center, we set out to ensure officers understand the key principles and legal standards that will protect them from litigation or in the event of litigation. This goal has led to the development of the Path of the Guardian video series.

It is clear that 2015 to present have been challenging years for law enforcement, with multiple high-profile deadly force incidents. In addition, many departments have been scrutinized by the Department of Justice and other outside entities. We know these challenges will not stop, but only get worse unless we address the real issues facing officers each day. We understand it is extremely difficult for officers to read and memorize every policy in their policy manual. It is extremely difficult for officers to research and read every report or white paper that is released on how to do the job correctly. That is why we are here to help. That is the purpose and intent of this video training every week. Our videos provide a brief overview of subjects to enhance your understanding of industry standards and proper police practices that must be followed. We believe that Knowledge is Power, and with your busy schedule we must find the most efficient and focused way to bring you that knowledge or, as we say, "Develop the Guardian Mindset."

**c. Distribution of the Video**

Technology has afforded us the means to effectively and efficiently provide this information to the officers working in your member department. With training budgets stressed to the max, as an industry we must find another way. Why not use technology in a format where officers can focus on a specific subject for 8-10 minutes to ensure we are developing a guardian mindset. The videos are provided to the member department to be distributed each week for a total of 52 videos a year. These videos can be distributed in



**Proposal for Services**  
**POLICE CONSULTANT SERVICES**

different methods. If the agency uses PowerDMS as a document and training system, the videos can be uploaded for weekly distribution. From email distribution to internet or website distribution, many options are possible. The videos will lead to 8 hours of legal training a year.

**C. Police Practices Consultant – Costs and Expenses**

---

The most difficult part of this proposal is identifying the costs associated with completion of the requested scope of service. DLG will provide an itemized monthly invoice detailing all services rendered.

1. Policy Development:

The hourly rate for Attorney Daigle and consultants will be \$200 dollars an hour. \*Based on our experience the revision of a complete Policy Manual takes approximately 18-24 months and we anticipate the cost to be **approximately \$35,000** to complete.

\*Please note: the client understands this is only an estimate and could be *more or less* based upon the difficultness of the project and the hours necessary to complete the project.

2. Police Practices Consulting:

Consulting services including accreditation consulting will be provided at the request of the Chief of Police on an as needed project basis for a rate of \$200 dollars an hour.

3. ~~Path of the Guardian Training~~

~~The videos are provided to the department to be distributed each week for a total of 52 videos a year. We expect that at the end of 52 weeks the officers viewing the videos will receive approximately eight hours of training. The pricing for these videos is \$35 per department member for agencies up to 100 (minimum \$500) and continued reduction in price for departments over 100 officers.~~

**D. Consultant Qualifications**

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DLG brings to bear a wide breadth of experience that will facilitate a high-quality evaluation and provide effective technical assistance to the Jackson Police Department.

Attorney Daigle will serve as the point of contact between DLG and the Parties. In our experience, when assessing policy and procedure, working as a collaborative team yields the most positive results.



**Proposal for Services**  
**POLICE CONSULTANT SERVICES**

**Eric P. Daigle:**



Mr. Daigle is an attorney whose primary area of expertise is in civil litigation in both federal and state court with an emphasis on municipalities and municipal clients in civil rights actions, including police misconduct litigation. After serving with the Connecticut State Police, Mr. Daigle practiced with the firm of Halloran & Sage, LLP as an attorney in the Police Defense Group. In 2010, after eight years of litigation experience, Mr. Daigle incorporated Daigle Law Group, LLC, which specializes in Law Enforcement Operations. Mr. Daigle currently serves as member of the Federal Independent Monitoring Team for the City of Oakland Police Department, California. He has served as a member of the Independent Monitoring Team for the Niagara Falls Police Department, NY Consent Decree, brought by the State of New York. As a lawyer with civil rights and law enforcement experience, Mr. Daigle brings to his position both the police perspective and the civil rights perspective when examining all compliance tasks. It is his position that all problem-solving strategies must make sense from both of these perspectives.

Mr. Daigle works as a consultant and expert witness for law enforcement pattern and practice abuse. He has worked as a Police Practices Consultant for the Virgin Islands Police Department and the Puerto Rico Police Department, which are under a Federal Consent Decree by the U.S. Department of Justice. Mr. Daigle acts as a consultant with multiple departments across the country to revise and develop department policies; provide daily operational legal advice; evaluate and revise use of force and internal affairs operations; accreditation standards and employment operations procedures.

Mr. Daigle is a law enforcement trainer presenting across the country on topics such as agency liability, supervision, and management. He serves as general counsel for the FBI Law Enforcement Executive Development Association and conducts internal affairs training for the association. He is well-versed in best practice standards for use of force and internal affairs. Mr. Daigle is the Vice Chairman of the Legal Officers Section of the International Association for the Chiefs of Police (IACP). He is also an active member of the IACP Civil Rights Committee. He is a member of the Americans for Effective Law Enforcement (AELE) Board of Directors, an instructor in the use of force seminar and holds its Certified Litigation Specialist (CLS) credential. Mr. Daigle is a retired Connecticut State Police trooper and a certified officer in the State of Connecticut.



Proposal for Services  
**POLICE CONSULTANT SERVICES**

ATTACHMENT A  
**JACKSON MS POLICE DEPARTMENT**  
**POLICIES AND PROCEDURES**  
**INDEX**

**CHAPTER 1 - DEPARTMENT ROLE AND AUTHORITY**

<u>Section</u>	<u>Subject</u>
1.01	Law Enforcement Function
1.02	Limits of Authority
1.03	Written Policy System
1.04	Jurisdiction and Mutual Aid
1.05	Harassment and Discrimination
1.06	Strip and Body Cavity Searches
1.07	Investigatory Stop Policy
1.08	H.R. 218
1.09	Bias-Based Policing

**CHAPTER 2 – ORGANIZATION AND MANAGEMENT**

<u>Section</u>	<u>Subject</u>
2.01	Department Organizational Structure
2.02	Goals and Objectives
2.03	Unity of Command/Span of Control
2.04	Authority and Management
2.05	General Management and Administration
2.06	Recording Police Officers
2.07	Line and Staff Inspections
2.08	Public Information – Media Relations
2.09	Uniform Standards and Dress Code
2.10	Reserve Police Officers
2.11	Fiscal Management



Proposal for Services  
**POLICE CONSULTANT SERVICES**

**CHAPTER 3 – RULES OF CONDUCT**

<u>Section</u>	<u>Subject</u>
3.01	Use of Force – General
3.02	Electronic Control Weapon
3.03	Chemical Agents
3.04	Impact Weapons
3.05	Reporting and Investigating Force
3.06	Pursuit Policy
3.07	Firearms Policy
3.08	Patrol Rifles
3.09	Canine Policy

**CHAPTER 4 – DISCIPLINARY PROCEDURES**

<u>Section</u>	<u>Subject</u>
4.01	Citizen Complaint
4.02	Investigation of Misconduct and Citizen Complaints
4.03	Disciplinary Policy
4.04	Off Duty Action Policy
4.05	Grievance Procedures
4.06	Employee Drug Testing Policy
4.07	Alcohol & Substance Abuse
4.08	Use of Medical Marijuana
4.09	Officer Involved Domestic Violence
4.10	Electronic Monitoring Policy

**CHAPTER 5 – PATROL FUNCTIONS**

<u>Section</u>	<u>Subject</u>
5.01	Patrol Administration
5.02	Vehicle Operations
5.03	Equipment

**Proposal for Services**  
**POLICE CONSULTANT SERVICES**

5.04	Lost or Missing Persons Complaint
5.05	Family Violence Investigations
5.06	Mentally Ill and Homeless Individuals
5.07	Arrest Processing
5.08	Traffic Accident Investigations
5.09	Traffic Enforcement
5.10	Securing Prisoners
5.11	Prisoner Transportation
5.12	Mobile Data Computers
5.13	Americans with Disabilities Act
5.14	Social Media
5.15	Report Writing
5.17	Intoxicated Individuals
5.18	Body Worn/Mobile Cameras
5.19	Transporting Civilians
5.20	Towing Motor Vehicles
5.21	Abandoned Motor Vehicles
5.22	Radio Procedures
5.23	Dignitaries and VIP Security

**CHAPTER 6 – INVESTIGATIVE FUNCTIONS**

<u>Section</u>	<u>Subject</u>
6.01	Criminal Investigation Administration
6.02	Criminal Investigation Operation
6.03	Collection of Evidence – Administration
6.04	Collection of Evidence – Operations
6.05	Property and Evidence Control
6.06	Youth Investigations
6.07	Sexual Assault Investigations
6.08	Confidential Informants
6.09	Eyewitness Identification
6.10	Child Abuse Investigation
6.11	School Resource Officer
6.12	Narcotics Investigations
6.13	Crime Prevention





**Proposal for Services**  
**POLICE CONSULTANT SERVICES**

- 6.14 Victim/ Witness Assistance – Administration
- 6.15 Victim/Witness Assistance – Operations
- 6.16 Death Notifications

**CHAPTER 7 – SPECIAL OPERATIONS**

<b><u>Section</u></b>	<b><u>Subject</u></b>
7.01	Special Response Team & Hostage Negotiations Team
7.02	Hazardous Devices
7.03	Unusual Occurrences
7.04	Crowd Management and Control
7.05	Critical Incident Management

**CHAPTER 8 – PERSONNEL**

<b><u>Section</u></b>	<b><u>Subject</u></b>
8.01	Recruitment
8.02	Selection
8.03	Promotion
8.04	Performance Evaluations
8.05	Pregnancy
8.06	FMLA policy
8.07	Military Leave
8.08	Line of Duty Deaths
8.09	Secondary Employment
8.10	Awards and Commendations
8.11	Time Cards
8.12	Scheduling
8.13	Workers Compensation
8.14	Part Time and Auxiliary Officers

Proposal for Services  
**POLICE CONSULTANT SERVICES**

**CHAPTER 9 - TRAINING AND SELECTIONS**

<u>Section</u>	<u>Subject</u>
9.01	Training – Administration
9.02	Academy Training
9.03	Training Instructors
9.04	Recruit Training
9.05	In-service, Roll Call, and Advanced Training
9.06	Civilian Training
9.07	Career Development

**CHAPTER 10 – SUPPORT AND TECHNICAL SERVICES**

<u>Section</u>	<u>Subject</u>
10.01	Legal Process – Records
10.02	Legal Process – Criminal Process
10.03	Communications – Administration
10.04	Communications – Procedures
10.05	Portable Radios
10.06	Dispatch Center and Operation
10.07	Logging Recorder
10.08	Records Management
10.09	Freedom of Information
10.10	Parking Tickets
10.11	Traffic Stop Statistics

**ORDER AUTHORIZING THE MAYOR TO SUBMIT APPLICATION AND EXECUTE AN AGREEMENT FOR ACCEPTANCE OF THE FY 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) IN THE AMOUNT OF \$268,637.00 AND ENTER IN TO AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF JACKSON MISSISSIPPI AND HINDS COUNTY, MISSISSIPPI IN THE AMOUNT OF \$30,000.00.**

OFFICE OF THE CITY ATTORNEY  
10/13/2022

**WHEREAS**, the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) and Implementation Grant Program has allocated seventeen thousand three hundred thirty-five dollars (\$17,335.00) to Hinds County and two hundred fifty-one thousand three hundred two dollars (\$251,302) to the City of Jackson for a total of two hundred sixty-eight thousand six hundred thirty-seven dollars (\$268,637.00); and

**WHEREAS**, the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) and Implementation Grant Program requires no matching funds; and

**WHEREAS**, the United States Department of Justice classifies the City of Jackson as a despaired county with Hinds County as a sub-recipient; and

**WHEREAS**, the City of Jackson will allocate an additional twelve thousand six hundred sixty-five dollars (12,665.00) to Hinds County for the purchase of one (1) SUV; and

**WHEREAS**, the total allocated to Hinds County will be thirty thousand dollars (\$30,000.00), which includes twelve thousand six hundred sixty-five dollars (12,665.00) from the City of Jackson and seventeen thousand three hundred thirty-five dollars (\$17,335.00) from the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) and Implementation Grant Program; and.

**WHEREAS**, the City of Jackson Police Department will use the remaining two hundred thirty-eight thousand six hundred thirty-seven dollars (\$238,637.00) to purchase two (2) Crime Scene Vans, and four (4) Patrol SUV's with lights and sirens.

**IT IS, HEREBY, ORDERED** that the Mayor's is authorized to submit an application and execute an agreement for the acceptance of the FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of two hundred fifty-one thousand three hundred two dollars (\$251,302.00).

**IT IS FURTHERED, ORDERED** that the Mayor is authorized to enter into an Interlocal Cooperative Agreement between the City of Jackson, Mississippi and Hinds County, Mississippi in the amount of twelve thousand six hundred sixty-five dollars (12,665.00).

**IT IS FURTHERED ORDERED** that the Mayor or his designee be authorized to execute any and all documents necessary for the acceptance and administration of said grant award.

Agenda Item No. 17  
Agenda Date: October 11, 2022  
(Davis, Lumumba)

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

Date: July 7, 2022

	<b>P O I N T S</b>	<b>C O M M E N T S</b>																														
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO SUBMIT APPLICATION AND EXECUTE AN AGREEMENT FOR ACCEPTANCE OF THE FY 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) IN THE AMOUNT OF \$268,637.00 AND ENTER IN TO AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF JACKSON MISSISSIPPI AND HINDS COUNTY, MISSISSIPPI IN THE AMOUNT OF \$30,000.00.</b>																														
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>	City of Jackson																														
4.	<b>Benefits</b>	To improve the safety and well-being of the citizens of Jackson.																														
5.	<b>Schedule (beginning date)</b>	As per grant guidelines																														
6.	<b>Location:</b> ■ WARD  ■ CITYWIDE (yes or no) (area) ■ ■ Project limits if applicable	ALL WARDS  CITY WIDE																														
7.	<b>Action implemented by:</b> ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Jackson Police Department																														
8.	<b>COST</b>	Grant Funds: No Matching Funds Required City of Jackson \$251,302.00 Hind County \$17,335.00 after interlocal cooperative agreement Hinds County will receive \$30,000.00																														
9.	<b>Source of Funding</b> ■ General Fund <input type="checkbox"/> ■ Grant <input checked="" type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Edward Byrne Memorial Justice Assistance Grant (JAG) United States Department of Justice(DOJ)																														
10.	<b>EBO participation</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">ABE</td> <td style="width: 10%;">_____ %</td> <td style="width: 10%;">WAIVER</td> <td style="width: 10%;">yes ___</td> <td style="width: 10%;">no ___</td> <td style="width: 10%;">N/A ___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> </tr> </table>	ABE	_____ %	WAIVER	yes ___	no ___	N/A ___	AABE	_____ %	WAIVER	yes ___	no ___	N/A ___	WBE	_____ %	WAIVER	yes ___	no ___	N/A ___	HBE	_____ %	WAIVER	yes ___	no ___	N/A ___	NABE	_____ %	WAIVER	yes ___	no ___	N/A ___
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HBE	_____ %	WAIVER	yes ___	no ___	N/A ___																											
NABE	_____ %	WAIVER	yes ___	no ___	N/A ___																											


Jackson Police Department



327 East Pascagoula Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMORANDUM

**To:** Chokwe A. Lumumba, Mayor

**From:** James E. Davis, Chief of Police 

**Date:** July 07, 2022

**Subject:** **FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) and Interlocal Cooperative Agreement between the City Jackson Police Department and Hinds County**

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The City of Jackson Police Department has been granted an award in the amount of \$268,637 for the FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) and Implementation Program. Funds through this award will assist the Jackson Police Department in the Purchase of two (2) Crime Scene Vans, four (4) police SUV's with lights and sirens. This grant will also, assist Hinds County in the amount of \$30,000 dollars to purchase (1) SUV. As a part of the requirements the City of Jackson and Hinds County must have an Interlocal Cooperative Agreement between the two agencies. The Jackson Police Department is requesting that the Mayor is authorized to enter into an agreement with Hinds County for FY 2022 Edward Byrne Memorial (JAG).

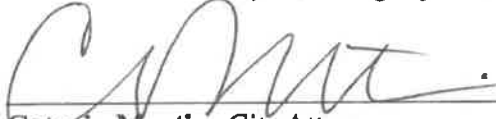
Should you have any questions or concerns, please do not hesitate to contact me.

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

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO SUBMIT APPLICATION AND EXECUTE AN AGREEMENT FOR ACCEPTANCE OF THE FY 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) IN THE AMOUNT OF \$268,637.00 AND ENTER INTO AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF JACKSON MISSISSIPPI AND HINDS COUNTY, MISSISSIPPI IN THE AMOUNT OF \$30,000.00 legally sufficient for placement in NOVUS Agenda.



Cateria Martin, City Attorney

Victoria James, Deputy City Attorney



DATE

7/13/22

OFFICE OF THE CITY ATTORNEY  
7/11/2022

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
THE CITY OF JACKSON AND HINDS COUNTY, MISSISSIPPI**

***In Re: 2022 Byrne Justice Assistance Grant (JAG) Program Award***

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Jackson, Mississippi, a municipal corporation, herein referred to as "City," and Hinds County, Mississippi, a political subdivision, hereinafter referred to as "County," pursuant to Section 17-13-1 et seq., Mississippi Code of 1972, as amended, being the "InterLocal Cooperation Act of 1974" **witnesseth:**

**WHEREAS**, the parties of this Agreement act under the authority of Sections 19-3-40 and 21-17-5, respectively of the Mississippi Annotated of 1972 as amended; and

**WHEREAS**, specific authority under which the County may exercise the powers necessary to fulfill this Agreement are found in Section 19-3-41, Mississippi Code of 1972

**WHEREAS**, the Justice Assistance Grant is a federal grant that is being administered to City of Jackson and Hinds County pursuant to Mississippi Code Section 21-17-1 (10) to wit The governing authority of any municipality may perform and exercise any duty, responsibility of function, may enter into agreement and contracts, may provide and deliver any services or assistance, and may receive, expend and administer any grants, gifts, matching funds, loans or other monies, in accordance with as may be authorized by any federal law, rule or regulation creating, establishing or providing for any program, activity or service. The provisions of this subsection shall not be construed as authorizing any municipality or the governing authority of such municipality to perform any function or activity that is specifically prohibited under the laws of this state or as granting any authority in addition to or in conflict with the provisions of any federal law, rule or regulation; and

**WHEREAS**, this Agreement shall remain in effect until September 30, 2025; and

**WHEREAS**, each governing body intends to utilize their respective share of funds for the administration of justice, as outlined in the grant spending plan attached hereto as "Exhibit "A"; and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall fund that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of funds fairly compensates each performing party for the services or functions under this Agreement; and

**WHEREAS**, the CITY has been designated as the lead agency and/or fiscal agent by both entities involved; and

**WHEREAS**, the CITY and COUNTY believe it to be in their best interest to allocate the JAG funds as proposed in the grant application spending plan. (Exhibit "A"), GMS Application number

**NOW THEREFORE**, the CITY and COUNTY agree as follows:

**Section 1**

CITY agrees to disburse to the COUNTY a total of \$30,000.00 of these JAG FUNDS.

**Section 2**

COUNTY agrees to use \$30,000.00 of 2022 JAG funds, until September 30, 2025 for the following purchase: 1- SUV fully equipped for Hinds County Sheriff's Office to increase patrol presents.



**Section 3**

CITY agrees to use \$ 238,637 of 2022 JAG funds, until September 30, 2025 for the following: two (2) Crime Scene Vans and four (4) SUV's fully Equipped for Police Patrol.

**Section 4**

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which the Mississippi Tort Claims Act may impose liability.

**Section 5**

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which the Mississippi Tort Claims Act may impose liability.

**Section 6**

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of services by the other party.

**Section 7**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

This space intentionally left blank

**Section 8**

By entering into this Agreement, the parties do not intend to create any obligations, expressed or implied other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF JACKSON, MISSISSIPPI

BY: \_\_\_\_\_  
Chokwe A. Lumumba, Mayor

ATTEST:

\_\_\_\_\_  
Angela Harris, City Clerk

HINDS COUNTY, MISSISSIPPI

BY: \_\_\_\_\_  
Board President

ATTEST:

\_\_\_\_\_  
Chancery Clerk,

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance



## BJA FY 2022 Edward Byrne Memorial Justice Assistance Grant Program — Local Solicitation

**Assistance Listing Number #** 16.738  
**Grants.gov Opportunity Number:** O-BJA-2022-171368  
**Solicitation Release Date:** June 22, 2022 2:00 PM  
**Grants.gov Deadline:** August 03, 2022 8:59 PM  
**Application JustGrants Deadline:** August 08, 2022 8:59 PM

### Overview

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) seeks applications for funding for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the DOJ's mission by assisting local and tribal law criminal justice efforts to prevent or reduce crime and violence and to improve the administration of the criminal justice system.

This solicitation incorporates the OJP Grant Application Resource Guide by reference. The OJP Grant Application Resource Guide provides guidance to applicants to prepare and submit applications to OJP for funding. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the OJP Grant Application Resource Guide.

### Solicitation Categories

Competition ID	Category *	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2022-00154-PROD	Category 1 - Applicants with eligible allocation amounts of less than \$25,000	618	\$9,450,338.00	10/1/21 12:00 AM	24
C-BJA-2022-00155-PROD	Category 2 - Applicants with eligible allocation amounts of \$25,000 or more	580	\$83,437,803.00	10/1/21 12:00 AM	48

### Eligible Applicants:

City or township governments, County governments, Native American tribal governments (Federally recognized), Special district governments, Other

### Other

By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state; or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff. The eligible allocations by state for the fiscal year (FY) 2022 JAG Program can be found at: <https://bja.ojp.gov/program/jag/fy-2022-allocations>.

Eligible allocations under JAG are posted annually on the [JAG web page](#). See the allocation determination and "Units of Local Government" requirements section for more information. **Applicants with eligible allocation amounts of less than \$25,000 will apply to Category 1, and applicants with eligible allocation amounts of \$25,000 or more will apply to Category 2.**

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

### Contact Information

For technical assistance with submitting the Application for Federal Assistance standard form (SF)-424 and a Disclosure of Lobbying Activities form (SF-LLL) in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov customer support](#), or [support@grants.gov](mailto:support@grants.gov). The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the full application in DOJ's Justice Grants System (JustGrants), contact the JustGrants Service Desk at 833-872-5175 or [JustGrants.Support@usdoj.gov](mailto:JustGrants.Support@usdoj.gov). The JustGrants Service Desk operates 5 a.m. to 9 p.m. eastern time Monday–Friday and 9 a.m. to 5 p.m. Saturday, Sunday, and federal holidays.

For assistance with any other requirements of this solicitation, contact the OJP Response Center by telephone at 800-851-3420 or TTY: 301-240-6310 (hearing impaired only), or by email at [grants@ncirs.gov](mailto:grants@ncirs.gov). The OJP Response Center hours of operation are 10 a.m. to 6 p.m. eastern time Monday–Friday, and 10 a.m. to 8 p.m. on the solicitation close date.

### Submission Information

Applications will be submitted to DOJ in two steps:

**Step 1:** The applicant must submit by the Grants.gov deadline the required Application for Federal Assistance standard form (SF)-424 and a Disclosure of Lobbying Activities (SF-LLL) form when they register in Grants.gov at <https://www.grants.gov/web/grants/register.html>. To register in Grants.gov, the applicant will need to ensure that its System for Award Management (SAM) registration is current.

**Step 2:** The applicant must then submit the full application, including attachments, in JustGrants at <https://justicegrants.usdoj.gov/>. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline. OJP encourages applicants to review the "How to Apply" section in the [OJP Grant Application Resource Guide](#) and the [JustGrants website](#) for more information, resources, and training.

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## Program Description

### Overview

OJP is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government as described in this FY 2022 JAG Program Local Solicitation.

For more information on the JAG Program, please refer to the [JAG Fact Sheet](#) and/or [JAG Frequently Asked Questions \(FAQs\)](#).

**Statutory Authority:** The JAG Program is authorized by Title I of Pub. L. No. 90-351 (generally codified at [34 U.S.C. 10151-10726](#)), including subpart 1 of part E (codified at [34 U.S.C. 10151-10158](#)); see also [28 U.S.C. 530C\(a\)](#).

### Specific Information

#### Statutory Formula

JAG awards are based on a statutory formula that is fully described within the [JAG Technical Report](#). Once each fiscal year's overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics to begin a four-step grant award calculation process, which, in general, consists of:

1. Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine if the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.
3. Dividing each state's final award amount (except for the territories and the District of Columbia) between the state and its units of local governments at rates of 60 and 40 percent, respectively.
4. Determining units of local government award allocations, which are based on their proportion of the state's 3-year violent crime average. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is \$10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local Solicitation) for a JAG award. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is less than \$10,000, however, the funds are not made available for a direct award to that particular unit of local government, but instead are added to the amount that is awarded to the state.

**Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds**  
Eligible allocations under JAG are posted annually on the [JAG web page](#).

According to the JAG Program statute, a "disparity" may exist between the funding eligibility of a county and its associated municipalities. See [34 U.S.C. § 10156\(d\)\(4\)](#). Units of local government identified by BJA as disparate must select a fiscal agent that will submit a joint application for the allocation to include all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. To verify eligibility on the [JAG web page](#), an applicant should click on its respective state and note the following regarding the state's allocation table:

1. Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
2. Counties that have an asterisk (\*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required MOU.
3. Direct allocations are listed alphabetically below the shaded disparate groupings.

**Please note that disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and documenting individual allocations in the MOU.**

#### **Statutory Program Areas**

In general, JAG funds awarded to a unit of local government under the FY 2022 program may be used to hire additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including for any one or more of the following program areas:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams

Note that the statute defines "criminal justice" as "activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies, and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency."

#### **BJA Areas of Emphasis**

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local law enforcement. Key areas of priority for BJA include: Combatting Hate Crime, Promoting Public Trust between Communities and Criminal Justice Agencies, Reducing Violent Crime, Community Violence Intervention (CVI), Addressing COVID-19 Criminal Justice Challenges and Sustaining Innovations, and Crime Analysis and Investigation. BJA encourages each recipient of FY 2022 JAG funds to join federal law enforcement agencies in addressing these challenges. Additional details on the BJA areas of emphasis can be found below:

**Combatting Hate Crime:** Hate crimes (sometimes called bias-motivated crimes) are criminal offenses motivated by some form of bias toward victims on the basis of their perceived or actual race, color, religion, national origin, sexual orientation, gender, gender identity, or disability. As noted in the [June 21, 2021, BJA Acting Director Mahoney Letter to JAG State Administering Agency \(SAA\) Directors](#) and the [January 26, 2022, DOJ Associate Attorney General Gupta Letter to SAA Directors](#), JAG funds may be used to prevent and respond to hate crimes and bias-motivated attacks. BJA encourages JAG recipients to utilize funding to prioritize efforts to identify, investigate, report, and prevent hate crimes and hate incidents; increase public awareness and expand/enhance the reporting of hate crimes; enhance the capacity of law enforcement and prosecutors to prevent and address hate crimes through education, training, and tools to investigate and prosecute hate crime cases; increase collaboration between federal, state, local, tribal, and territorial



(SLTT) law enforcement and prosecution agencies in their investigation and prosecution of hate crimes; assist SLTT law enforcement with training in identifying and classifying hate crimes and update these crimes in their entries in the National Incident-Based Reporting System (NIBRS); create state-run hate crime reporting hotlines that direct individuals to law enforcement, if appropriate; and fund victim support services. More information on BJA's hate crimes portfolio, including the [Emmett Till Cold Case Investigations](#) and [Matthew Shepard and James Byrd, Jr. Hate Crimes](#) programs, can be found at [Hate Crime | Bureau of Justice Assistance \(oip.gov\)](#).

**Promoting Public Trust between Communities and Criminal Justice Agencies:** For many communities, recent high profile incidences of excessive uses of force have contributed to strained relationships and a lack of confidence in law enforcement, courts, and prosecutors. Justice system practitioners' ability to address crime and collaborate with the public depends on having trust and legitimacy with the communities they serve. Criminal justice agencies must work together to renew and strengthen relationships with community members and leaders in order to elevate public confidence and trust in law enforcement, the courts, prosecutors, defense counsel, and corrections; reduce crime; and ensure that the rights of all are protected. In his January 21, 2022, remarks to the U.S. Conference of Mayors, Attorney General Garland stated, "...promoting public trust between communities and law enforcement is essential to making both communities and policing safer. The department will continue to fulfill its duty to ensure the constitutional policing practices that promote the accountability necessary to build that public trust." As such, BJA encourages SLTT jurisdictions to utilize JAG funding in support of projects that aim to partner police and community organizations and advance constitutional policing practices that create the transparency and accountability necessary to build public trust. The practices include, but are not limited to: eliminating racial profiling and implicit bias, eliminating excessive force and chokeholds, eliminating "no-knock" warrants in drug cases, eliminating contractual arrangements that prevent investigations of law enforcement misconduct, and prohibiting sexual contact between police and persons in their custody. BJA also encourages SLTT jurisdictions to utilize JAG funding in support of projects that aim to increase trust and confidence in prosecutorial, defense, and court practices such as neighborhood-focused [community courts](#) programs and building capacity and tools to protect constitutional rights under the [Sixth Amendment](#).

**Reducing Violent Crime:** Although the Federal Bureau of Investigation (FBI) [Uniform Crime Report \(UCR\) Crime in the United States](#) publications for 2020 and 2021 are not yet available, there are other indicators to suggest that certain types of violent crime increased in many areas. According to an analysis of 27 cities conducted by the [Council on Criminal Justice](#), incidents of homicide increased 5 percent over 2020, which had already seen a 44 percent increase in homicides over 2019. Also, preliminary data compiled by the [National Law Enforcement Officers Memorial Fund \(NLEOMF\)](#) indicates that as of December 31, 2021, 458 federal, state, tribal, and local law enforcement officers died in the line of duty in 2021. This is an increase of 55 percent from the 295 officers killed during the same period in 2020 and is the highest total line-of-duty officer deaths since 1930 when there were 312 fatalities. In addition, the past year has seen an unprecedented increase in threats of violence against Americans who administer the election process in our country.

In June of 2021, the Biden-Harris Administration announced a [Comprehensive Strategy to Prevent and Respond to Gun Crime and Ensure Public Safety](#) to stem the flow of firearms used to commit violence including by holding rogue firearms dealers accountable for violating federal laws; supporting local law enforcement with federal tools and resources to help address summer violent crime; investing in evidence-based community violence interventions; expanding summer programming, employment opportunities, and other services and supports for teenagers and young adults; and helping formerly incarcerated individuals successfully reenter their communities.

Recognizing that violent crime and the drivers of that crime vary from community to community, BJA encourages JAG grantees to invest funds to tailor programs and responses to state and local crime issues through the use of data and analytics; coordinate with United States Attorneys and Project Safe Neighborhoods grantees in order to leverage funding for violence reduction projects, and coordinate their law enforcement activities with those of federal law enforcement agencies such as the FBI, the Bureau of Alcohol, Tobacco, Firearms, and Explosives, the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security (DHS); and form partnerships with federal, state, and local law enforcement and prosecutors to identify persons who use guns in the commission of a

crime and who purchase or sell guns illegally. This includes ensuring that persons prohibited from purchasing firearms (see e.g., 18 U.S.C. § 922(g)) are deterred from doing so by enhancing complete, accurate, and timely access to the FBI's National Instant Criminal Background Check System (NICS) and the submission of all necessary records to the FBI databases in a timely fashion, thereby helping to prevent illegal transfers of firearms to those who are prohibited from owning firearms under current law.

In addition, in June 2021, DOJ issued guidance regarding threats against election workers and a task force to address the rise in such threats. BJA also sent a letter to SAA Directors to address the rise in such threats. BJA also sent a letter to SAA Directors clarifying that JAG funds can be used to deter, detect, and protect against threats of violence against election workers, administrators, officials, and others associated with the electoral process. BJA encourages JAG recipients to utilize funds to prevent and respond to violent threats of this kind.

Community Violence Interventions: In April 2021, the Biden-Harris Administration announced historic investments in community violence intervention (CVI) efforts to combat the gun violence epidemic. CVI is an approach that uses evidence-informed strategies to reduce violence through tailored, community-centered initiatives. These multidisciplinary strategies engage individuals and groups to prevent and disrupt cycles of violence and retaliation and establish relationships between individuals and community assets to deliver services that save lives, address trauma, provide opportunity, and improve the physical, social, and economic conditions that drive violence. CVI strategies typically focus on high risk individuals and gang and gun violence, as well as the historical and structural challenges that often contribute to community violence. CVI strategies should involve holistic, coordinated interventions attending to the multiple needs of individuals at high risk of gang and gun violence. For example, hospital-based violence intervention programs use credible messengers to connect with victims of gun violence while they are still in the hospital, and then wraparound services are typically deployed such as behavioral health supports, employment access, housing advocacy, and family supports. visit <https://bja.ojp.gov/program/community-violence-intervention/overview>. BJA encourages JAG recipients to invest JAG funds to tailor programs and responses to CVI in an effort to build strong, sustained partnerships with community residents and organizations to support CVI work in communities most impacted by violent crime. CVI strategies will be highlighted on BJA's National Training and Technical Assistance Center (NTTAC) website, and jurisdictions looking to implement those strategies can request training and technical assistance (TTA) on the NTTAC website.

Addressing COVID-19 Criminal Justice Challenges and Sustaining Innovations: As a result of the COVID-19 pandemic, SLTT criminal justice agencies implemented various community mitigation policies to prevent and reduce the spread of COVID-19. Courts at every level were forced to cancel or significantly scale back proceedings, which commonly included suspending in-person hearings, granting extensions of court deadlines and waivers of speedy trials, restricting access to court buildings, and postponing jury trials. This created a backlog of cases, which impacted criminal court operations and court staff, victims, and witnesses, as well as defendants. To address backlogs and other consequences of the necessary mitigation policies, SLTT agencies created innovative ways to administer justice. While many of these innovations had an up-front cost, they hold significant potential to be cost saving and efficient over time. For example, correctional facilities have enabled virtual programming, education, medical appointments, and family visits, as well as efforts to reduce incarcerated populations. Police departments have hosted virtual community engagement events and opportunities, and courts and community corrections have increased the use of virtual staffing, status hearings, client visits, and access to treatment and support services. In addition, resources have supported the purchase of technology like headsets and Wi-Fi hotspots to ensure confidentiality of defense counsel with clients, as well as partnerships with community partners to host outdoor events like drug court graduations. It is important for SLTT agencies to sustain innovations that improved both the efficiency and effectiveness of justice system operations, and BJA encourages JAG recipients to utilize funds for continued innovation sustainment activities and to continue to address the backlog of cases. This could include the purchase of technology to enhance the use of virtual tools to conduct outreach to witnesses and defendants, as well as for hearings and status conferences, staffing, and enhancing access to services; resources to assist the jurisdiction to develop or enhance its case management system to assess and work to eliminate the backlog of cases; building tools to support diversion and alternatives to incarceration as part of the review of backlogged cases; and technology and equipment to retrofit court houses and staff to mitigate risks to staff and those coming to court. In addition to

or in conjunction with support for technology, BJA encourages SLTT agencies to address backlogs by instituting triage and other case-processing improvements, including diversion practices, by prosecutors and courts pretrial, as well as the implementation of legal and nonlegal navigators to guide and support defendants through the legal process.

**Crime Analysis and Investigation:** With the recent increases in violent crime, crime analysis and investigations have become increasingly vital. Law enforcement agencies that have robust analysis capabilities are better able to focus their limited resources in ways that directly improve public safety while protecting the rights of civilians. According to the International Association of Crime Analysts (IACA), "Crime analysis is both a profession and a set of techniques." The professionals who perform crime analysis, and the techniques they use, are dedicated to helping law enforcement agencies become more effective through the use of relevant metrics, information, and analytical practices.

This past year, ransomware has emerged as an international challenge affecting public sectors, private sectors, and even individuals. According to Cybersecurity and Infrastructure Security Agency (CISA) Alert (AA22-040A), "ransomware tactics and techniques continued to evolve in 2021, which demonstrates ransomware threat actors' growing technological sophistication and an increased ransomware threat to organizations globally." To combat this growing threat, DOJ, DHS, and other federal partners have launched a centralized repository of resources for organizations and individuals at StopRansomware.gov. This is a collaborative effort across the federal government and is the first joint website created to help private and public organizations mitigate their ransomware risk.

BJA encourages JAG recipients to utilize funds to support crime analysis efforts, including the hiring of cybercrime analysts and investigators, as well as cybercrime training for state or local law enforcement and emergency dispatch personnel. Recipients utilizing grant funds to support technological devices, artificial intelligence, predictive analytics, and other data-driven solutions ("Technological enhancements") directly should ensure those projects address the tenants of digital trust to include: how the technology will be carefully implemented through training of personnel and the setting and enforcement of policies governing its use to ensure that it contributes to positive outcomes for public safety, the community and/or the criminal justice system; and how the recipient will safeguard privacy, civil rights, and civil liberties throughout the duration of the project period.

#### **Additional Uses of JAG Funds**

JAG funds awarded under this FY 2022 solicitation may be used to:

- Enforce state and local laws that establish offenses similar to offenses established in 21 U.S.C. § 801 et seq. and/or improve the functioning of the criminal justice system, with emphasis on violent crime and serious offenses, by providing additional personnel, equipment, training, technical assistance, and information systems for the more widespread apprehension, prosecution, adjudication, detention, and rehabilitation of persons who violate these laws and assist the victims of such crimes (other than compensation).
- Support projects related to preventing, detecting, seizing, and/or stopping the presence and use of contraband cellphones within correctional facilities. This includes the purchasing of managed access systems and other mitigation technologies (as permitted by applicable law).
- Purchase fentanyl and methamphetamine detection equipment, including handheld instruments and training for law enforcement safety, as well as opioid reversal agents.
- Purchase drug-detection canines to combat the rise in drug trafficking, including that of methamphetamines.
- Support efforts to seal and expunge criminal history information in accordance with state laws and policies.
- Support efforts to attract and retain an all-inclusive, diverse, expert, and accountable law enforcement workforce.
- Support virtual reality de-escalation training.
- Purchase humane remote restraint devices that enable law enforcement to restrain an uncooperative subject without requiring the infliction of pain.
- Purchase gunfire detection technology.
- Additionally, JAG funds awarded under this FY 2022 solicitation may be used for any purpose indicated here: Purposes for Which Funds Awarded under the Edward Byrne Memorial Justice Assistance Grants (JAG) Program May Be Used (ojp.gov).

## **Limitations on the Use of JAG Funds**

### **Administrative Costs**

Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

### **Supplanting**

JAG funds may not be used to supplant state or local funds, but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available. See the [JAG FAQs](#) for examples of supplanting. Although supplanting is prohibited, the leveraging of federal funding is encouraged.

### **Matching Funds**

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for other federal awards.

### **Prohibited Expenditures and Associated Procedures under JAG**

The JAG statute, at 34 U.S.C. § 10152(d), specifically identifies a list of prohibited items. JAG funds provided under this part may NOT be used, directly or indirectly, to provide any of the following: (1) Any security enhancements or any equipment to any nongovernmental entity that is not engaged in criminal justice or public safety. (2) Unless the Attorney General certifies that extraordinary and exigent circumstances exist that make the use of such funds to provide such matters essential to the maintenance of public safety and good order:

- Vehicles, vessels, or aircraft\*
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Any similar matters

\*Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification. For purposes of JAG, a vehicle is considered a "police cruiser" only if it is used in the ordinary course for routine police patrol within the United States. Vehicles (including motorcycles, SUVs, and ATVs) used as "police cruisers" are not prohibited under JAG, and therefore may be acquired with JAG funds in the ordinary course, to the extent otherwise allowable under the award. For more information, please see the "prohibited expenditure list" at: [JAG Prohibited and Controlled Expenditures Guidance](#).

**Please refer to the [JAG FAQs](#) for details on how to request prior approval (a waiver) from BJA to utilize JAG funds for prohibited item(s).**

**Note:** The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and/or any accompanying accessories to support UAS or UAV devices/systems, is unallowable.

### **Other Program Requirements**

A unit of local government that applies for and receives an FY 2022 JAG award must note the following:

**Trust Fund** — Units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(8) apply. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit the funds. For additional information, see 2 C.F.R. § 200.305.

**Certifications and Assurances by the Chief Executive of the Applicant Government (which incorporates the 30-day governing body review requirement)** — A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the "Certifications and Assurances by the Chief Executive of the Applicant Government." The most up-to-date version of this certification can be found at: [FY 2022 Byrne JAG — Certifications and Assurances by the Chief Executive of the Applicant Government \(ojp.gov\)](#). Please note that this certification takes the place of the review narrative attachment and contains

assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied.

OJP will not deny an application for an FY 2022 award for failure to submit these "Certifications and Assurances by the Chief Executive of the Applicant Government" by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances, properly executed by its respective chief executive (e.g., the mayor).

**Body-worn Cameras (BWCs)** — A JAG award recipient that proposes to use FY 2022 funds to purchase BWC equipment or implement or enhance BWC programs must provide to OJP a certification(s) that each direct recipient receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: [Edward Byrne Memorial Justice Assistance Grant \(JAG\) Program — Body-worn Camera \(BWC\) Policy Certification \(ojp.gov\)](#).

A JAG award recipient that proposes to use funds for BWC-related expenses will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize JAG funds for BWC-related expenses after the award is accepted, the JAG award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for BWC-related expenses, the JAG award recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request. The [BJA BWC Toolkit](#) provides model BWC policies and best practices to assist criminal justice departments in implementing BWC programs.

Apart from the JAG Program, BJA provides funds under the [Body-worn Camera Policy and Implementation Program \(BWCPiP\)](#). BWCPiP allows jurisdictions to develop and implement policies and practices required for effective program adoption; and to address program factors including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested JAG award recipients may wish to refer to the BWC Program web page for more information. JAG award recipients that are also BWC award recipients may not use JAG funds for any part of the 50 percent match required by the BWC Program.

**Body Armor** — Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards (<https://citic.org/compliance-testing-program/compliant-product-lists/>). In addition, body armor purchased must be made in the United States.

Finally, body armor purchased with JAG funds must be "uniquely fitted vests," which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage through a combination of: (1) correctly sized panels and carrier determined through appropriate measurement, and (2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. Note that the requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP's efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)) at no cost. The [Personal Armor Fit Assessment Checklist](#) is excerpted from ASTM E3003.

A JAG award recipient that proposes to use FY 2022 award funds to purchase body armor must provide OJP with a certification(s) that each law enforcement agency receiving body armor has a written "mandatory wear" policy in effect\* (see 34 U.S.C. § 10202(c)). The certification form related to mandatory wear can be found at: [Justice Assistance Grant \(JAG\) Program — Body Armor Mandatory Wear Policy Certification \(ojp.gov\)](#). Note: A JAG award recipient that proposes to use funds for the purchase of body armor will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize funds for the purchase body armor after the award is accepted, the award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for the purchase of body armor, the JAG award recipient must collect a completed mandatory wear certification from the proposed subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request.

Apart from the JAG Program, BJA provides funds under the Patrick Leahy Bulletproof Vest Partnership (BVP) Program. The BVP Program provides funding to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and an application, refer to the [BVP web page](#). JAG award recipients should note, however, that funds may not be used as any part of the 50 percent match required by the BVP Program.

\*A mandatory wear concept and issues paper and a model policy are available from the BVP Customer Support Center, which can be contacted at [vests@usdoj.gov](mailto:vests@usdoj.gov) or toll free at 1-877-758-3787. Additional information and FAQs related to the mandatory wear policy and certifications can be found in the [JAG FAQs](#).

**Interoperable Communications** — Units of local government (including any subrecipients) that are using FY 2022 JAG funds for emergency communications activities should comply with the SAFECOM Guidance for Emergency Communication Grants (SAFECOM Guidance), including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is an essential resource for entities applying for federal financial assistance for emergency communications projects. It provides general information on eligible activities, technical standards, and other terms and conditions that are common to most federal emergency communications programs. Specifically, the SAFECOM Guidance provides guidance to applicants on:

- Recommendations for planning, coordinating, and implementing projects.
- Emergency communications activities that can be funded through federal grants.
- Best practices, policies, and technical standards that help to improve interoperability.
- Resources to help grant recipients comply with technical standards and grant requirement

SAFECOM Guidance is recognized as the primary guidance on emergency communications grants by the Administration, Office of Management and Budget, and federal grant program offices. CISA updates the document every year in close coordination with federal, state, local, tribal, and territorial stakeholders and partners. SAFECOM Guidance is applicable to all federal grants funding emergency communications. The most recent version of the SAFECOM Guidance is available at <https://www.cisa.gov/safecom/funding>.

Additionally, emergency communications projects funded with FY 2022 JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state's interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. CISA maintains a list of SWICs for each state and territory. Contact [ecd@cisa.dhs.gov](mailto:ecd@cisa.dhs.gov) for more information. All communications equipment purchased with FY 2022 JAG Program funding should be identified during the quarterly performance measurement reporting.

**DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database** — If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), the national DNA database operated by the FBI, by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA (exceptions include forensic genealogy). Additionally, award recipients utilizing JAG funds for forensic genealogy testing must adhere to the DOJ Interim Policy Forensic Genealogical DNA Analysis and Searching available at <https://www.justice.gov/oip/page/file/1204386/download>. For more information about DNA testing as it pertains to JAG, please refer to the [JAG FAQs](#).

**Entry of Records into State Repositories** — As appropriate and to the extent consistent with law, a special condition will be imposed that would require the following: Any program or activity that receives federal financial assistance under JAG that is likely to generate court dispositions or other records relevant to NICS determinations, including any dispositions or records that involve any noncitizen or migrant who is undocumented in the United States (18 U.S.C. § 922(g)(5)(A)), must have a system in place to ensure that all such NICS-relevant

dispositions or records are made available in a timely fashion.

**National Incident-based Reporting System (NIBRS)** — In FY 2016, the FBI formally announced its intention to sunset the UCR program's traditional Summary Reporting System (SRS) and replace it with NIBRS by January 1, 2021. By statute, BJA JAG awards are calculated using summary part 1 violent crime data from the FBI's UCR program. Specifically, the formula allocations for JAG rely heavily on the ratio of "the average number of part 1 violent crimes of the UCR of the FBI reported by such state for the three most recent years reported by such state to the average annual number of such crimes reported by all states for such years" (34 U.S.C. 10156(a)(1) (B)). Further, the local allocations rely on the "average annual number of part 1 violent crimes reported by such unit to the Federal Bureau of Investigation for the 3 most recent calendar years for which such data is available bears to the number of part 1 violent crimes reported by all units of local government in the State in which the unit is located to the Federal Bureau of Investigation for such years" (34 U.S.C. 10156(d)(2)(A)). In preparation for the FBI's 2021 NIBRS compliance deadline, BJA imposed an administrative requirement for JAG award recipients that are not NIBRS compliant to dedicate 3 percent of their JAG award toward coming into full compliance with the FBI's NIBRS data submission requirement to both encourage and assist jurisdictions in working toward compliance and ensure they continued to have critical criminal justice funding available through JAG when SRS transitioned to NIBRS. **A NIBRS set-aside is NOT required for FY 2022 awards**; however, JAG recipients are encouraged to continue working toward and/or maintaining NIBRS compliance to ensure that JAG eligibility is not affected in future fiscal years. More information about NIBRS, including toolkits and updates from the FBI Criminal Justice Information Services team, can be found at [NIBRS — FBI](#).

#### Goals, Objectives, Deliverables, and Timeline

##### Goals

In general, the FY 2022 JAG Program is designed to provide units of local government with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice.

##### Objectives

The objectives are directly related to the JAG Program accountability measures described at <https://bja.oip.gov/sites/g/files/xvckuh186/files/media/document/jag-pmt-accountability-measures.pdf>.

##### Deliverables

A unit of local government that receives an FY 2022 JAG award will be required to produce various types of reports including quarterly financial reports, quarterly performance reports, and semi-annual progress reports in JustGrants.

The Goals, Objectives, and Deliverables are directly related to the performance measures that show the completed work's results, as discussed in the "Application and Submission Information" section.

##### Evidence-Based Programs or Practices

OJP strongly encourages the use of data and evidence in policymaking and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

##### Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information, see the [OJP Grant Application Resource Guide](#) section entitled "Information Regarding Potential Evaluation of Programs and Activities."

##### Federal Award Information

###### General Guidance for Federal Award

Total number of awards BJA expects to make: 1198

Maximum dollar amount for each award: \$4,283,151

Edward Byrne Memorial (BJA)

{268,637.00}

Total amount to be awarded under solicitation: \$92,888,141

Period of performance start date: October 1, 2021

Period of performance duration: 24-48 months

**Category 1 — Eligible Allocation Amounts of Less than \$25,000:** Units of local government that are listed on the JAG web page as eligible for an allocation amount of less than \$25,000 should apply under Category 1. This includes direct and joint (disparate) allocations. Category 1 awards of less than \$25,000 are 2 years in length. Extensions of up to 2 years can be requested for these awards via JustGrants no fewer than 30 days prior to the project period end date and will be automatically granted upon request.

**Category 2 — Eligible Allocation Amounts of \$25,000 or More:** Units of local government that are listed on the JAG web page as eligible for an allocation amount of \$25,000 or more should apply under Category 2. This includes direct and joint (disparate) allocations. Category 2 awards of at least \$25,000 are 4 years in length. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via JustGrants no fewer than 30 days prior to the project period end date

#### Availability of Funds

This solicitation and awards (if any are made) under this solicitation are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States; its departments, agencies, or entities; its officers, employees, or agents; or any other person.

The allocations for the FY 2022 JAG Program can be found at: [Fiscal Year \(FY\) 2022 Local Edward Byrne Memorial Justice Assistance Grant \(JAG\) Allocations \(ojp.gov\)](#).

#### Solicitation Categories

Competition ID	Category *	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2022-00154-PROD	Category 1 - Applicants with eligible allocation amounts of less than \$25,000	618	\$9,450,338.00	10/1/21 12:00 AM	24
C-BJA-2022-00155-PROD	Category 2 - Applicants with eligible allocation amounts of \$25,000 or more	580	\$83,437,803.00	10/1/21 12:00 AM	48

#### Types of Awards

BJA expects to make awards under this solicitation as grants. See the "Administrative, National Policy, and Other Legal Requirements" section of the [OJP Grant Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

#### Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the [OJP Grant Application Resource Guide](#) for additional information.

#### Budget Information

This solicitation expressly modifies the [OJP Grant Application Resource Guide](#) by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provision in the "Financial Information" section of the [OJP Grant Application Resource Guide](#).

*Checklist to Determine Subrecipient or Contractor Classification*



General requirement for federal authorization of any subaward: statutory authorization of subawards under the JAG Program statute. Generally, a recipient of an OJP award may not make subawards ("subgrants") unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward. However, JAG subawards that are required or specifically authorized by statute (see 34 U.S.C. § 10152(a) and 34 U.S.C. § 10156) do not require prior approval. For additional information regarding subawards and authorizations, please refer to the subaward section in the OJP Grant Application Resource Guide.

**Unmanned Aircraft Systems**

The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and/or any accompanying accessories to support UAS or UAV devices/systems, is unallowable.

**Cost Sharing or Matching Requirement**

This solicitation does not require a match.

**Pre-agreement Costs (also known as Pre-award Costs)**

See the OJP Grant Application Resource Guide for information on Pre-agreement Costs (also known as Pre-award Costs).

**Limitation on Use of Award Funds for Employee Compensation: Waiver**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the OJP Grant Application Resource Guide.

**Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs**

See the OJP Grant Application Resource Guide for information on Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs.

**Costs Associated with Language Assistance (if applicable)**

See the OJP Grant Application Resource Guide for information on Costs Associated with Language Assistance.

**Eligibility Information**

For eligibility information, see the solicitation cover page.

For information on cost sharing or matching requirements, see the "Federal Award Information" section.

**Application and Submission Information**

See the "Application Elements and Formatting Instructions" section of the OJP Grant Application Resource Guide for information on what happens to an application that does not contain all the specified elements or is nonresponsive to the scope of the solicitation.

**Information to Complete the Application for Federal Assistance (SF-424)**

The SF-424 must be submitted in Grants.gov. It is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the OJP Grant Application Resource Guide for additional information on completing the SF-424.

In Section 8F of the SF-424, please include the name and contact information of the individual who will

**complete application materials in JustGrants.** JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

**Intergovernmental Review:** This solicitation ("funding opportunity") is subject to Executive Order 12372. An applicant may find the names and addresses of state Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>. If the applicant's state appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the state's process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19 once the applicant has complied with its state E.O. 12372 process. An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the: "Program is subject to E.O. 12372 but has not been selected by the state for review."

**Standard Applicant Information (JustGrants 424 and General Agency Information)**

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, the applicant will need to add: zip codes for areas affected by the project; confirm its Authorized Representative; and verify and confirm the organization's unique entity identifier, legal name, and address.

**Proposal Narrative**

The proposal narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point Times New Roman font, and have no less than 1-inch margins. Pages should be numbered and submitted as an attachment.

**Category 1 — Eligible Allocation Amounts of Less than \$25,000**

The proposal narrative for Category 1 applications should include a description of the project(s), including subawards, if applicable, to be funded with JAG funds over the 2-year grant period.

**Category 2 — Eligible Allocation Amounts of \$25,000 or More**

The proposal narrative for Category 2 applications should include:

- a. **Description of the Issue** — Identify the unit of local government's strategy/funding priorities for the FY 2022 JAG funds, the subgrant award process (if applicable, including disparities) and timeline, any progress or challenges, and a description of the programs to be funded over the 4-year grant period.
- b. **Project Design and Implementation** — Describe the unit of local government's strategic planning process, if any, that guides its priorities and funding strategy. This should include a description of how the local community is engaged in the planning process and the data and analysis utilized to support the plan. It should identify the stakeholders currently participating in the strategic planning process, the gaps in the needed resources for criminal justice purposes, and how JAG funds will be coordinated with state and related justice funds.
- c. **Capabilities and Competencies** — Describe any additional strategic planning/ coordination efforts in which the units of local government participate with other criminal justice entities within the local jurisdiction.

**Plan for Collecting the Data Required for this Solicitation's Performance Measures**

- d. **Plan for Collecting the Data Required for this Solicitation's Performance Measures** —OJP will require each successful applicant to submit specific performance data that show the completed work's results. The performance data directly relate to the objectives previously identified under "Objectives."

Applicants should visit OJP's performance measurement page at [www.ojp.gov/performance](http://www.ojp.gov/performance) for an overview of performance measurement activities at OJP.

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it

receive funding.

**Note:** Applicants are not required to submit performance data with the application. Rather, performance measure information is included as an alert that successful applicants will be required to submit performance data as part of each award's reporting requirements.

BJA will require award recipients to submit performance measure data in BJA's PMT located at <https://bjapmt.ojp.gov> and separately submit an annual (Category 1 recipients) or semi-annual (Category 2 recipients) performance report in JustGrants. BJA will provide further guidance on the post-award submission process, if selected for award.

**Note on Project Evaluations**

An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance in the "Note on Project Evaluations" section in the [OJP Grant Application Resource Guide](#).

**Budget and Associated Documentation**

**Budget Worksheet and Budget Narrative (attachment)**

The applicant will complete the budget worksheet attachment and submit it by uploading it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

The budget narrative and budget worksheet (attachment) are critical elements, and applicants will be unable to successfully submit an application in JustGrants unless an attachment is uploaded in this section. If an applicant does not have a budget to submit at the time of application, an attachment must be uploaded noting as such, and BJA will add the appropriate special condition withholding funds for budget documentation.

Please note that the budget narrative should include a full description of all costs, including administrative costs (if applicable).

**Indirect Cost Rate Agreement (if applicable)**

The applicant will submit its indirect cost rate agreement by uploading it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

This rule does not eliminate or alter the JAG-specific restriction in federal law that states charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

**Financial Management Questionnaire (including applicant disclosure of high-risk status)**

The applicant will download the questionnaire, complete it, and submit it by uploading it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information and the link to the questionnaire.

**Disclosure of Process Related to Executive Compensation**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating its "Disclosure of Process Related to Executive Compensation" provisions. Applicants to this solicitation are not required to provide this disclosure.

**Additional Application Components**

The applicant will attach the requested documentation in JustGrants.

**Research and Evaluation Independence and Integrity Statement**

If an application proposes research (including research and development) and/or evaluation, the applicant must

demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant will submit documentation of its research and evaluation independence and integrity by uploading it as an attachment in JustGrants. For additional information, see the [OJP Grant Application Resource Guide](#).

#### **Certifications and Assurances by the Chief Executive of the Applicant Government**

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and submits, the "Certifications and Assurances by the Chief Executive of the Applicant Government" attached in the section above entitled "Other Program Requirements." The most up-to-date certification form can be found at: [FY 2022 Byrne JAG — Certifications and Assurances by the Chief Executive of the Applicant Government \(ojp.gov\)](#).

#### **Disclosures and Assurances**

The applicant will address the following disclosures and assurances.

##### **Disclosure of Lobbying Activities**

Complete and submit the SF-LLL in Grants.gov. See the [OJP Grant Application Resource Guide](#) for additional information.

##### **DOJ Certified Standard Assurances**

Review and accept the DOJ Certified Standard Assurances in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

##### **Applicant Disclosure of Duplication in Cost Items**

Complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the [OJP Grant Application Resource Guide](#) for additional information.

##### **DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements**

Review and accept the DOJ Certified Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; and Law Enforcement and Community Policing in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

##### **Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)**

If applicable, submit the DOJ High Risk Disclosure and Justification as an attachment in JustGrants. A DOJ High Risk Grantee is an award recipient that has received a DOJ High Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible. See the [OJP Grant Application Resource Guide](#) for additional information.

#### **How to Apply**

Step 1: The applicant must submit the ~~SF-424~~ and an SF-LLL in Grants.gov at <https://www.grants.gov/web/grants/register.html>.

Step 2: The applicant must then submit the full application, including attachments, in JustGrants at [JustGrants.usdoj.gov](https://www.justgrants.usdoj.gov).

For additional information, see the "How to Apply" section in the [OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

### Submission Dates and Time

The **SF-424** and the **SF-LLL** must be submitted in Grants.gov by August 3, 2022 at 8:59 p.m. eastern time.

The **full application** must be submitted in JustGrants by August 8, 2022 at 8:59 p.m. eastern time.

OJP urges applicants to submit their Grants.gov and JustGrants submissions prior to the due dates to allow sufficient time to correct errors and resubmit by the submission deadlines if a rejection notification is received. To be considered timely, the **full application** must be submitted in JustGrants by the JustGrants application deadline.

### Experiencing Unforeseen Technical Issues

An applicant that experiences unforeseen SAM.gov, Grants.gov, or JustGrants technical issues beyond its control that prevent application submission by the deadline must demonstrate all efforts in requesting technical support in order to submit an application by the deadline. Technical support is available via phone and email to the applicable SAM.gov, Grants.gov, or JustGrants support centers or service desks in which an applicant received a ticket number for resolution. If an applicant misses a deadline due to unforeseen technical difficulties, the applicant may request a waiver to submit an application after the deadline. *Note: If an applicant does not submit all the required Grants.gov forms by the Grants.gov deadline, the applicant will not be able to proceed to the JustGrants portion of the application process.*

An applicant experiencing technical difficulties with the following systems must contact the associated support desk indicated below to report the technical issue and receive a tracking number:

- Grants.gov — Contact the [Grants.gov Customer Support Hotline](#).
- SAM.gov — Contact the [SAM Help Desk \(Federal Service Desk\)](#).
- JustGrants — Contact the JustGrants Support Desk at [JustGrants.Support@usdoj.gov](mailto:JustGrants.Support@usdoj.gov) or 833-872-5175.

An applicant requesting a waiver to submit a late application must document their request for technical assistance in an email to the OJP Response Center at [grants@ncjrs.gov](mailto:grants@ncjrs.gov) within 24 hours after the application deadline to request approval to submit its application after the deadline. If an applicant has technical issues with Grants.gov, the applicant must contact the OJP Response Center within 24 hours of the Grants.gov deadline to request approval to submit after the deadline. Waiver requests to submit after the submission deadline must:

- Describe the technical difficulties experienced.
- Include a timeline of the applicant's submission efforts (e.g., what date and time did the error occur, what date and time was action taken to resolve the issue and resubmit; and what date and time did support representatives respond).
- Include an attachment(s) of the complete grant application and all required documentation and material.
- Include the applicant's Unique Entity Identifier (UEI) and any applicable SAM.gov tracking number(s), Grants.gov Help Desk, and JustGrants Support Desk Ticket Numbers.

OJP will review each request for late submission and required supporting documentation and notify the applicant whether the request has been approved or denied. For more details on the waiver process, OJP encourages applicants to review the "Experiencing Unforeseen Technical Issues" section in the [OJP Grant Application Resource Guide](#).

### Application Review Information

#### Review Process

OJP reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process for this solicitation.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and

consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

**Important note on FAPIIS:** An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

## **Federal Award Administration Information**

### **Federal Award Notices**

See the [OJP Grant Application Resource Guide](#) for information on award notifications and instructions.

### **Administrative, National Policy, and Other Legal Requirements**

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the [OJP Grant Application Resource Guide](#).

### **Information Technology (IT) Security Clauses**

An application in response to this solicitation may require inclusion of information related to information technology security. See the [OJP Grant Application Resource Guide](#) for information on information technology security.

### **General Information about Post-Federal Award Reporting Requirements**

In addition to the deliverables described in the "Program Description" section, all award recipients under this solicitation will be required to submit certain reports and data.

### **Category 1 — Eligible Allocation Amounts of Less than \$25,000**

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP's JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report through BJA's PMT. Please note that as soon as all project activity has concluded, that report may be marked final.
- An annual performance report and final progress report through OJP's JustGrants. If all project activity has concluded at the time the first annual performance report is submitted, that report may be marked final.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

### **Category 2 — Eligible Allocation Amounts of \$25,000 or More**

Recipients must submit:

Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been

obligated and expended) through OJP's JustGrants system.

- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report (at any time once all project activity has concluded) through BJA's PMT.
- Semi-annual performance reports and a final performance report (at any time once all project activity has concluded) through OJP's JustGrants.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

Accountability measurement data must be submitted through BJA's Performance Measurement Tool, available at <https://bjapmt.ojp.gov>. The accountability measures are available at <https://bjapmt.ojp.gov/help/jagdocs.html>. (Note that if a unit of local government provides funding to a law enforcement agency, the unit of local government must submit quarterly accountability measurement data on training that officers have received on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.)

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measure data.

#### **Federal Awarding Agency Contact(s)**

For OJP contact(s), see solicitation cover page.

For contact information for Grants.gov, see the solicitation cover page.

For contact information for JustGrants, see the solicitation cover page.

#### **Other Information**

**Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)**

See the [OJP Grant Application Resource Guide](#) for information on the Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a).

#### **Provide Feedback to OJP**

See the [OJP Grant Application Resource Guide](#) for information on how to provide feedback to OJP.

#### **Application Checklist**

##### **BJA FY 2022 Edward Byrne Memorial Justice Assistance Grant Formula Program: Local Solicitation**

This application checklist has been created as an aid in developing an application. The [DOJ Application Submission Checklist](#) is another resource.

#### **What an Applicant Must Do:**

*Prior to registering in Grants.gov:*

- Confirm your Entity's [System Award Management \(SAM\) Registration Information](#) (see [OJP Grant Application Resource Guide](#))

*To register in Grants.gov:*

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see [OJP Grant Application Resource Guide](#))
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see [OJP Grant](#))

Application Resource Guide)

*To find the Funding Opportunity:*

- Search for the Funding Opportunity in Grants.gov using the opportunity number, Assistance Listing, or keyword(s)
- Select the correct Competition ID
- Access the Funding Opportunity and Application Package (see Step 7 in the OJP Grant Application Resource Guide)
- Sign up for Grants.gov email notifications (optional) (see OJP Grant Application Resource Guide)
- Read Important Notice: Applying for Grants in Grants.gov
- Read OJP policy and guidance on conference approval, planning, and reporting available at <https://www.ojp.gov/funding/financialguidedoj/iii-postaward-requirements#6q3y8> (see OJP Grant Application Resource Guide)

*Overview of Post-Award Legal Requirements:*

- Review the “Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2022 Awards” in the OJP Funding Resource Center.

*Review Scope Requirement:*

- The federal amount requested is within the allowable limit(s) of the FY 2022 JAG Allocations List as listed at: FY 2022 Local JAG Allocations.

*Review Eligibility Requirement:*

Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state; or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

**Prepare to submit the Application for Federal Assistance standard form (SF)-424 and Disclosure of Lobbying Activities form (SF-LLL)**

- Review Information to complete the Application for Federal Assistance (SF-424) in Grants.gov
- Submit the Intergovernmental Review
- Complete Standard Applicant Information (SF-424 information from Grants.gov)
- Submit the SF-424 and SF-LLL in Grants.gov

*After the SF-424 and SF-LLL submission in Grants.gov, receive Grants.gov email notifications that:*

- Submission has been received in Grants.gov
- Submission has either been successfully validated or rejected with errors (see OJP Grant Application Resource Guide)

*If no Grants.gov receipt and validation, or if error notifications are received:*

- Contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, at Grants.gov customer support, or by email at [support@grants.gov](mailto:support@grants.gov) regarding technical difficulties (see OJP Grant Application Resource Guide)



*Receive email notification to complete application in JustGrants:*

- Proceed to complete application in JustGrants

**Content of Application Submission**

- Proposal Narrative

**Budget and Associated Documentation**

- Budget Worksheet and Budget Narrative (attachment)
- Indirect Cost Rate Agreement (if applicable) (see [OJP Grant Application Resource Guide](#))
- Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))

**Additional Application Components**

- Research and Evaluation Independence and Integrity (see [OJP Grant Application Resource Guide](#))
- FY 2022 Byrne JAG — Certifications and Assurances by the Chief Executive of the Applicant Government ([ojp.gov](http://ojp.gov)).

**Disclosures and Assurances**

- Disclosure of Lobbying Activities (SF-LLL) (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure of Duplication in Cost Items (see [OJP Grant Application Resource Guide](#))
- DOJ Certified Standard Assurances (see [OJP Grant Application Resource Guide](#))
- DOJ Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable) (see [OJP Grant Application Resource Guide](#))

*Submit application in JustGrants:*

- Application has been successfully submitted in JustGrants

*If no JustGrants application submission validation, or if error notifications are received:*

- Contact the JustGrants Service Desk at [JustGrants.Support@usdoj.gov](mailto:JustGrants.Support@usdoj.gov) or 833-872-5175 regarding technical difficulties.



OFFICE OF THE CITY ATTORNEY  
9/27/2022

**ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE THE FY22 UNITED STATES DEPARTMENT OF JUSTICE MICROGRANTS-COMMUNITY POLICING DEVELOPMENT (COPS) APPLICATION TO RECEIVE GRANT FUNDS FOR OFFICER RECRUITMENT AND RETENTION.**

**WHEREAS**, the FY22 United States Department of Justice Microgrants-Community Policing Development Solicitation administered by Community Oriented Policing Services (COPS) had an original closing date of June 21, 2022; and

**WHEREAS**, the City of Jackson Police Department submitted the FY22 Microgrants – Community Policing Development Solicitation application administered by COPS on June 13, 2022; and

**WHEREAS**, the grant funds will assist the City of Jackson Police Department with officer recruitment and retention to attract and retain the best law enforcement candidates who represent diverse backgrounds, knowledge, and the experience essential to supporting the implementation of community policing; and

**WHEREAS**, the primary goal of officer recruitment and retention is to provide the City of Jackson Police Department funding to increase its capacity to implement innovative projects that engage the community on a broad range of public safety issues and increase engagement between law enforcement and the communities they serve; and

**WHEREAS**, the FY22 United States Department of Justice Microgrants-Community Policing Development Solicitation administered by Community Oriented Policing Services Grant does not require matching funds from the City of Jackson; and

**WHEREAS**, the term of the agreement began on September 1, 2022, with a duration period of twelve (12) months; and

**WHEREAS**, the City of Jackson Police Department has not yet been awarded any grant funds; and

**WHEREAS**, the City of Jackson Police Department is anticipating an award amount of one hundred seventy-five thousand dollars (\$175,000.00).

**IT IS, HEREBY, ORDERED** that the Mayor is authorized to ratify and execute the application for the FY22 United States Department of Justice Microgrants-Community Policing Development Solicitation administered by Community Oriented Policing Services (COPS).

**IT IS FURTHERED ORDERED** that the Mayor be authorized to execute all documents necessary to accept all awarded grant funds.

Agenda Item No. 18  
Agenda Date: October 11, 2022  
(Davis, Lumumba)

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

**July 8, 2022**

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>			
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE THE APPLICATION FOR THE FY22 UNITED STATES DEPARTMENT OF JUSTICE MICROGRANTS-COMMUNITY POLICING DEVELOPMENT APPLICATION (COPS) TO RECEIVE GRANT FUNDS FOR OFFICER RECRUITMENT AND RETENTION.</b>			
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>	City of Jackson			
4.	<b>Benefits</b>	To develop the capacity of law enforcement to implement community policing strategies by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities.			
5.	<b>Schedule (beginning date)</b>	As per grant guidelines			
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ ▪ <b>Project limits if applicable</b>	ALL WARDS  CITY WIDE			
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Jackson Police Department			
8.	<b>COST</b>	No matching funds required.			
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input checked="" type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>				
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 ___

**ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE THE APPLICATION FOR ORDER AUTHROZING THE MAYOR TO RATIFY AND EXECUTE THE APPLICATION FOR**

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 RATIFY AND EXECUTE THE FY22 UNITED STATES DEPARTMENT OF JUSTICE MICROGRANT-COMMUNITY POLICING DEVELOPMENT (COPS) APPLICATION TO RECEIVE GRANT FUNDS FOR OFFICER RECRUITMENT AND RETENTION is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Victoria James, *Deputy City Attorney*



10/6/22

Date

OFFICE OF THE CITY ATTORNEY  
V.  
9/27/2022

If you have questions please contact the Grants.gov Contact Center: [support@grants.gov](mailto:support@grants.gov)  
1-800-518-4726 24 hours a day, 7 days a week. Closed on federal holidays.

The following application tracking information was generated by the system:

**Grants.gov Tracking Number:** GRANT13656415

**UEI:** GNNPTMPBPYM8

**Submitter's Name:** Juan S Gray

**CFDA Number:** 16.710

**CFDA Description:** Public Safety Partnership and Community Policing Grants

**Funding Opportunity Number:** O-COPS-2022-171175

**Funding Opportunity Description:** FY22 Microgrants -Community Policing Development Solicitation

**Agency Name:** Community Oriented Policing Services

**Application Name of this Submission:** City of Jackson

**Date/Time of Receipt:** Jun 13, 2022 06:52:46 PM EDT

**TRACK MY APPLICATION** – To check the status of this application, please click the link below:

[https://apply07.grants.gov/apply/spoExit.jsp?p=web/grants/applicants/track-my-application.html&tracking\\_num=GRANT13656415](https://apply07.grants.gov/apply/spoExit.jsp?p=web/grants/applicants/track-my-application.html&tracking_num=GRANT13656415)

It is suggested you Save and/or Print this response for your records.



**O-COPS-2022-171175**  
**FY22 Microgrants -Community Policing Development Solicitation**  
**Department of Justice**  
**Community Oriented Policing Services**

**GENERAL INFORMATION**

**Document Type:** Grants Notice

**Funding Opportunity Number:** O-COPS-2022-171175

**Funding Opportunity Title:** FY22 Microgrants -Community Policing Development Solicitation

**Opportunity Category:** Discretionary

**Opportunity Category Explanation:**

**Funding Instrument Type:** Grant

**Category of Funding Activity:** Law, Justice and Legal Services

**Category Explanation:**

**Expected Number of Awards:** 28

**CFDA Number(s):** 16.710 -- Public Safety Partnership and Community Policing Grants

**Cost Sharing or Matching Requirement:** No

**Version:** Synopsis 1

**Posted Date:** May 05, 2022

**Last Updated Date:** May 05, 2022

**Original Closing Date for Applications:** Jun 21, 2022

**Current Closing Date for Applications:** Jun 21, 2022

**Archive Date:**

**Estimated Total Program Funding:** \$5,000,000

**Award Ceiling:** \$5,000,000

**Award Floor:** \$0

**ELIGIBILITY**

**Eligible Applicants:** Others (see text field entitled "Additional Information on Eligibility" for clarification)

**Additional Information on Eligibility:** This solicitation is open to all local, state, tribal, and territorial law enforcement agencies. To advance Executive Order 13929 Safe Policing for Safe Communities, as of October 28, 2020, the Attorney General determined that all state, local, and university or college law enforcement agencies must be certified by an approved independent credentialing body or have started the certification process to be allocated FY 2022 DOJ discretionary grant funding, either as a recipient or a subrecipient. For detailed information on this new certification requirement, please visit <https://cops.usdoj.gov/SafePolicingEO>.

**ADDITIONAL INFORMATION**

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**Agency Name:**

Community Oriented Policing Services

**Description:**

Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as violent crime, nonviolent crime, and fear of crime.

Community Policing Development (CPD) Microgrants funds are used to develop the capacity of law enforcement to implement community policing strategies by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities.

The COPS Office is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and build trust between law enforcement and the community. For all Fiscal Year 2022 COPS Office grant solicitations, applicants should consider these priorities when applying for COPS Office funding to advance community policing and address these strategic planning priorities within their applications as applicable.

**Statutory Authority**

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

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

**Program-Specific Information**

This solicitation is being announced as an open competition.

Please note that applicants may submit multiple applications, but you must submit a separate application for each project. Any application that does not clearly state the solicitation, may not pass the basic minimum requirement phase of the review process.

The following sections will provide further background, requirements, and details for your application. In addition, all applicants should keep the following general requirements in mind:

All award recipients will be expected to begin work immediately upon selection and notification of award.

For all identified deliverables, the applicant must adhere to the requirements set forth in the COPS Office Curriculum Standards and Review Process Guides, which can be found at <https://cops.usdoj.gov/training>.

For all identified deliverables, the applicant must adhere to the requirements set forth in the COPS Office conference request approval process.

For all identified deliverables, the applicant should adhere to the COPS Office Editorial and Style Manual. For projects that propose site-specific work, letters of support from the targeted agencies are strongly encouraged.

With any programmatic questions, please contact the COPS Office Response Center at 800-421-6770 or send questions via email to [AskCopsRC@usdoj.gov](mailto:AskCopsRC@usdoj.gov). The COPS Office Response Center operates Monday through Friday, 9:00 a.m. to 5:00 p.m. ET, except on federal holidays.

#### Program Goals

Under this solicitation, the COPS Office seeks to support projects that allow for the identification and expansion of promising practices and produces knowledge products that follow the principles of good guidance:

Quality-driven, with an emphasis on action statements to drive promising practices and reduce variations in performance  
Evidence-based, with recommendations that are consistent with the weight of the best available evidence identified through systematic review

Accessible, with clear language and manageable lengths that are appropriate and relevant for the law enforcement field  
Memorable, to encourage immediate actions or aid for the complex situations law enforcement professionals face

To read an overview of the principles of community policing, please see the COPS Office publication *Community Policing Defined*.

Applicants should also consider the COPS Office performance measures when developing their own specific project goals and activities, which can be found in the "Performance Measures" section of this application.

#### Link to Additional Information:

**Grantor Contact Information:** If you have difficulty accessing the full announcement electronically, please contact:

Applications must be submitted through both [Grants.gov](https://grants.gov) and the [JustGrants](https://justgrants.gov) system.

For technical assistance with submitting the SF-424, please call the Grants.gov customer service hotline at 800-518-4726, send questions via email to [support@grants.gov](mailto:support@grants.gov), or consult the Grants.gov Organization Applicant User Guide. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical support with the Justice Grants System ([JustGrants](https://justgrants.gov)) application, please contact [JustGrants.Support@usdoj.gov](mailto:JustGrants.Support@usdoj.gov) or 833-872-5175. [JustGrants](https://justgrants.gov) Support operates Monday through Friday between the hours of 5:00 a.m. and 9:00 p.m. Eastern Time (ET) and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET. Training on [JustGrants](https://justgrants.gov) can also be found at <https://justicegrants.usdoj.gov/training-resources>.

For programmatic assistance with the requirements of this program, please call the COPS Office Response Center at 800-421-6770 or send questions via email to AskCopsRC@usdoj.gov. The COPS Office Response Center operates Monday through Friday, 9:00 a.m. to 5:00 p.m. ET, except on federal holidays.  
askCopsRC@usdoj.gov

COPS Office Response Center



**Juan Gray**

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**From:** Default <do-not-reply@ojp.usdoj.gov>  
**Sent:** Tuesday, June 21, 2022 5:35 PM  
**To:** Juan Gray  
**Subject:** Notice of Application Submitted to



**JUST**grants  
JUSTICE GRANTS SYSTEM

An application for FY22 Microgrants -Community Policing Development Solicitation has been submitted to the COPSProgrammatic on behalf of 199732731 JACKSON, CITY OF Doing Business As DEPARTMENT OF ADMINISTRATION at 06-21-2022 06:34 PM.

To view it go to:  
[JustGrants](#)

For more information go to [www.justicegrants.usdoj.gov](http://www.justicegrants.usdoj.gov)  
JustGrants is operated under the U.S. Department of Justice

**Juan Gray**

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**From:** Default <do-not-reply@ojp.usdoj.gov>  
**Sent:** Tuesday, June 21, 2022 5:35 PM  
**To:** Juan Gray  
**Subject:** Notice of Application Submitted to FY22 Microgrants -Community Policing Development Solicitation



**JUSTgrants**  
JUSTICE GRANTS SYSTEM

Your application GRANT13656415 has been successfully submitted for FY22  
Microgrants -Community Policing Development Solicitation on 06-21-2022 06:34  
PM

For more information go to [www.justicegrants.usdoj.gov](http://www.justicegrants.usdoj.gov)  
JustGrants is operated under the U.S. Department of Justice



## **Confirmation**

Thank you for submitting your grant application package via Grants.gov. Your application is currently being processed by the Grants.gov system. Once your submission has been processed, Grants.gov will send email messages to advise you of the progress of your application through the system. Over the next 24 to 48 hours, you should receive two emails. The first will confirm receipt of your application by the Grants.gov system, and the second will indicate that the application has either been successfully validated by the system prior to transmission to the grantor agency or has been rejected due to errors.

Please do not hit the back button on your browser.

If your application is successfully validated and subsequently retrieved by the grantor agency from the Grants.gov system, you will receive an additional email. This email may be delivered several days or weeks from the date of submission, depending on when the grantor agency retrieves it.

You may also monitor the processing status of your submission within the Grants.gov system by clicking on the "Track My Application" link listed at the end of this form.

**Note:** Once the grantor agency has retrieved your application from Grants.gov, you will need to contact them directly for any subsequent status updates. Grants.gov does not participate in making any award decisions.

**IMPORTANT NOTICE:** If you do not receive a receipt confirmation and either a validation confirmation or a rejection email message within 48 hours, please contact us. The Grants.gov Contact Center can be reached by email at [support@grants.gov](mailto:support@grants.gov), or by telephone at 1-800-518-4726. Always include your Grants.gov tracking number in all correspondence. The tracking numbers issued by Grants.gov look like GRANTXXXXXXXXXX.

## **Executive Summary/Abstract**

Perhaps one of the most salient challenges facing law enforcement today is the issue of recruitment and retention in light of the growing record number of retirements (including early retirements), transfers to other law enforcement agencies, and a decline in applications. Furthermore, the decline in applications is compounded by a decline in the “quality” of the applicants. In this vein, there has never been a more pressing time than now to take thoughtful steps to address these challenges. It is within this context that the current proposal seeks to present, implement, and evaluate a civilian staff and sworn officer Recruitment and Retention plan for the Jackson Police Department in Jackson, Mississippi. Specifically, this project represents a research-practitioner partnership between the Jackson Police Department (capital city of Mississippi, highest ranking city in the US in terms of annual homicide rate) and an experienced criminal justice scholar and researcher from the state of Mississippi’s flagship research university to assess the effectiveness of an evidence-based, best practices-informed recruitment and retention plan using a mixed methodological framework involving both quantitative and qualitative methods and a robust human resources software platform. As such, this proposed project has the potential to serve as a model framework to inform recruitment and retention initiatives and strategies for other law enforcement agencies in the state of Mississippi and nationally.

# 2022 Community Policing Programs Project Narrative Template

The COPS Office is providing this template as a voluntary tool to assist your organization or agency in developing your project narrative, which is required by this program. Instructions are in italics. If you choose to use this template, please make sure to delete the instructions before submitting so that they do not count against you in the page count.

For more information about the project narrative or the subcategory-specific requirements, please see the appropriate solicitation materials at <https://cops.usdoj.gov/grants>.



# FY22 CPA Project Narrative Template

**FY22 Microgrants-Community Policing Development Solicitation**

**Officer Recruitment and Retention**

**Jackson Police Department**

**Project Narrative**

6-23-2022

## Problem Identification and Project Description

QUESTION

(#1) Maintaining the appropriate police workforce level is one of the most salient challenges facing law enforcement today,<sup>i,ii,iii,iv</sup> and the city of Jackson and the Jackson Police Department (JPD) are certainly not immune to this challenge. According to the U.S. Census (2020),<sup>v</sup> Jackson, Mississippi covers 111.05 square miles and has a population of 153,701. An overwhelming majority of its residents are Black or African American (82.2%), and roughly 25% of the population is under the age of 18. Approximately half of the population are renters versus home owners, with a median home value of \$90,700. Only 62.4% of the residents ages 16 and older are employed in the civilian labor force, and more than 1 out of 4 residents are classified as living below the poverty threshold.

(#2) Provided with these demographic characteristics and indicators of concentrated disadvantage (high unemployment, high poverty, etc.), the high rates of community violence and racial/ethnic disparities in community violence risk are alarmingly visible in the city of Jackson as well. Specifically, homicides reached an all-time peak in the city's history with over 150 homicides in 2021. This figure soared north of the 130 homicides that occurred in the city in 2020. To put this into perspective, the city's homicide rate in 2021 climbed to 97.6 murders per 100,000 residents, which was 15 times greater than the national average homicide rate of 6.5 murders per 100,000 residents in the U.S. in the same year.<sup>vi</sup> This upward trend in community violence is not unique to homicide in the city of Jackson either. Specifically, rape/sexual battery increased by 62.9%, aggravated assaults increased by 30.9%, and violent crime overall increased by 19.1% when comparing 2021 to 2020 police crime data from the JPD. These upward trends deserve even more of an emphasis as they occurred during a time period when crimes against property actually declined by 12.31%, and declined for all crimes against property with the

exception of grand larceny (70.19% increase). <sup>#2</sup> These community violence statistics coupled with related events (decline in the police workforce size from 520 at its peak to 290 in 2021; decline in the population from 200,000 residents in 1990 to less than 160,000 in 2020, place the city of Jackson and its residents in a critical need of resources (i.e., recruiting and retaining high quality applicants and officers) to combat the community violence that is facing the community in general, and the African American community disproportionately.]

x In this vein, both the supply of and demand for high quality officers and civilian staff are changing in a time of increasing attrition, expanding law-enforcement-related responsibilities, and decreasing resources. These factors, among others, contribute to the difficulties that so many agencies report in creating a workforce that represents the demographics of their communities, that is committed to providing its employees the opportunity for long-term police careers, and that effectively implements community policing. The obstacles that law enforcement agencies face in the retention of seasoned officers as well as in the recruitment of new officers and civilian staff are particularly pronounced in the current times. Furthermore, these difficulties have persisted through recent recessionary times and may become more challenging as the economy improves. Similarly, JPD resources have continued to decrease and responsibilities have continued to increase, with the agency being asked and expected to do more police work with fewer resources. These increased demands and expectations are coming at an unprecedented time with JPD experiencing staffing shortages, continued drops in the number of applications, and uncertainty surrounding the ability to recruit and retain high quality applicants and officers. Ultimately, the heightened recognition of these issues informs the current project and research focused on establishing and implementing an evidence-based, best practices recruitment and retention plan for JPD, and an evaluation of these efforts.]

## **Jackson Police Department's Recruitment and Retention Plan**

JPD's civilian staff and sworn officer Recruitment and Retention Plan will be multifaceted and heavily informed by the prevailing extant literature on lessons learned and evidence-based, best practices for recruiting and retention.<sup>vii,viii,ix,x,xi,xii,xiii</sup> Specifically, elements of the civilian staff and sworn officer Recruitment and Retention Plan are best described in the two "buckets" of 1) recruitment and 2) retention, although we recognize that these elements often overlap.

With regard to recruitment, JPD will consider implementing a series of initiatives such as 1) launch a nationwide, marketing campaign including expanding the online presence of marketing efforts to platforms such as twitter, LinkedIn, Indeed, etc. intended to tout not only the benefits of working in the city of Jackson and for JPD, but also highlight the benefits of living in Jackson city limits; 2) increase recruitment efforts with outside organizations, including starting a JPD college internship program, participating in the U.S. military's internship program [which is aimed at soldiers transitioning out of the military and into civilian (work) life], and recruiting at all universities and community colleges in the state of Mississippi; 3) hold two recruit academy classes during the 12 months of the grant period; 4) increase starting pay as JPD does not typically fare well with comparable civilian staff and officer pay scales; 5) implement "hiring bonuses" (i.e., \$1,000) to help attract high quality applicants; 6) offer relocation bonuses/reimbursement for recruits to reimburse them for money spent to travel to the city of Jackson for testing or to move there once they are hired [These relocation bonuses/reimbursements can be tiered based on the distance moved to work for JPD (i.e., up to \$1,000 for >50 miles, but <150 miles; up to \$2,000 for >150 miles, but <300 miles; and up to \$3,000 for >300 miles)]; and/or, 7) streamline and digitize the hiring process and flow of

applications and applicants using the Guardian Alliance Technologies platform in order to make the background investigation process and application flow and related decision-making more efficient and quicker. By utilizing this software, the average timeline from application to hire can be reduced to three to six months for new police recruit candidates.

Concerning retention, JPD will consider implementing a number of strategies such as 1) offer staggered retention bonuses, where each new police officer can be eligible for up to \$5,000 after five years of service (The retention incentive could be paid out in annual installments of \$1,000 on the anniversary of their date of hire for each of their first five years of employment, contingent on an overall satisfactory performance evaluation); 2) enhance and expand the lateral hire program in an effort to hire back/retain recent high quality JPD retirees as part-time police officers (currently, under the city of Jackson's Police Pension Plan an officer's pension benefits are capped at 25 and 30 years of service); 3) manage and control overtime to reduce burnout and promote retention [These actions could involve an issuance of policies and guidelines to limit overtime; negotiate changes to employee policies and guidelines to limit overtime; negotiate changes to employee daily work schedule (i.e., 12-hour-shifts); an issuance of cost containment directives; maintain reports to track and monitor overtime usage; preparation of an overtime budget; require Commanders to get prior approval for overtime that is not an emergency; require Commanders to submit by-weekly overtime justification reports to their Division Chief which is reported to the Department Head Director and shared with the Chief of Police and Command Staff]; 4) draft a clearly defined document and timeline outlining the possible pathways and opportunities for promotion for civilian staff and sworn personnel ; 5) commitment from the Personnel Office to performing routine "benchmark" job classification and pay comparisons for sworn and civilian positions to evaluate potential need for title and/or pay adjustments; 6)

commitment from the Personnel Office to actively review the flow of applications in order to quickly identify, flag, and move forward high quality applicants to the attention of the JPD hiring authorities in order to not delay their on-boarding or to avoid potentially losing them to other agencies due to the bottleneck in the initial review/screening process; and/or 7) commitment from the Personnel Office to performing systematic exit interviews upon receipt of a letter of resignation from a full-time civilian or sworn personnel employee and prior to the employee's receipt of their final paycheck.

### **Methodology**

The research methodology will be a mixed methods approach in an effort to gather both quantitative and qualitative data to best evaluate JPD's Recruitment and Retention Plan.

### **Quantitative Data**

#### **JPD Applicant Data**

Official applicant data will be collected from the JPD application system including applicant demographics and their background, experience, and eligibility criteria for the six months prior to the implementation of JPD's Recruitment and Retention Plan and for the six months post-implementation of JPD's civilian staff and sworn officer Recruitment and Retention Plan.

#### **JPD Applicant Survey Data**

Online, web-based surveys administered via Qualtrics will be administered to the applicants who apply post-implementation of JPD's civilian staff and sworn officer Recruitment and Retention Plan for the purpose of collecting information regarding their interest in JPD, what method (i.e., marketing, online, word of mouth, etc.) they became aware of JPD as an employment opportunity, what factors influenced their decision to apply, expectations regarding their role as a civilian staff, JPD officer, etc. These online surveys will take less than 30 minutes to complete.

Applicants will be remunerated with a \$25 gift card for their participation delivered electronically.

### **Qualitative Data**

#### **JPD Staff Interviews**

Principal Investigator (PI) Jennings will conduct a series of focus group interviews with JPD Staff members (2-3 focus groups with 3-5 JPD Staff team members). Each session is expected to last approximately one hour. An interview guide/questionnaire for promoting open-ended questioning and conversation will be used focusing on topics such as the quantity of applications and the quality of the applicants, perceptions of JPD's historical and newly implemented civilian staff and sworn officer Recruitment and Retention Plan, and areas for improvement and growth. To protect the confidentiality of the focus group participants and to better ensure honest and open conversations field notes will be taken by the researchers in lieu of audio-recording the focus group sessions. JPD Staff participants will be remunerated with a \$50 gift card for their participation.

#### **Analytic Strategy**

The analysis of the multiple sources of data will proceed in a series of steps. First, for the quantitative data, descriptive statistics will be computed for all of the applicants' official data including demographics, background characteristics, and eligibility criteria for both cohorts of applicants (i.e., those who apply six months pre-implementation and those who apply six months post-implementation of JPD's civilian staff and sworn officer Recruitment and Retention Plan). Descriptive analysis will also be performed on the applicants' survey data to summarize their responses regarding their interest in JPD, what method (i.e., marketing, online, word of mouth, etc.) they became aware of JPD as an employment opportunity, what factors influenced their

decision to apply, expectations regarding their role as a civilian staff, JPD officer, etc. Second, bivariate analysis will be utilized to make statistical comparisons between the two cohorts of applicants in terms of the number of applicants and the characteristics of the applicants who applied pre- or post-implementation of civilian staff and sworn officer JPD's Recruitment and Retention Plan.

In contrast, for the qualitative data, the field notes will be drafted and compiled from all of the focus group interviews with the JPD Staff. These field notes will then be analyzed using Atlas.ti 22 software, which is a software platform that enables the researcher to review, interpret, and analyze large amounts of text data in a user-friendly and efficient manner. Stemming from a grounded theory approach<sup>xiv</sup>, conceptual themes will then emerge from the analysis in an iterative process related to JPD's Staff perceptions of JPD's recruitment and retention initiatives.

## **Project Reach and Impact**

The dissemination of project activities and research findings will include project-specific work products, which address policy, practice, research, and community audiences. Four primary dissemination methods will be used: print, presentations, webpages, and social media. Specifically, as PI Jennings has done with previous grant-funded research, peer-reviewed journal articles (approximately 2 articles) will be produced with research findings to inform criminological and criminal justice academic audiences. Some possible outlets for these publications include: *Justice Quarterly*, *American Journal of Criminal Justice*, and the *Journal of Criminal Justice*. We will also prepare a practitioner-friendly final report and executive summary of the project's main findings to share electronically to police agencies and any others by request. The University of Mississippi will provide press releases on the grant findings and will upload links on their webpages highlighting the project and its results. Additional



dissemination of the proposed research products will take place in the form of presentations of findings at scientific and practitioner conferences. These will include, but are not limited to, the annual meetings of the Academy of Criminal Justice Sciences and the National Sheriff's Association conference. Finally, the results of the project will be disseminated via a host of social media outlets such as Twitter, Instagram, LinkedIn, ResearchGate, etc.

## **Management and Implementation**

The proposed project will be overseen by Mr. Juan Gray (Program Manager; PM) at the Jackson Police Department in junction with Dr. Wesley Jennings (PI) at the University of Mississippi. They will be responsible for coordinating a project launch meeting to bring all stakeholders (PM, PI, and JPD) together to review the project implementation and evaluation timeline and tasks and to specify the division of labor. PM Gray will serve as the main point of contact at JPD to facilitate the gathering of the needed JPD applicant data, coordinate JPD Staff interview scheduling, and take part in monthly (via phone or Zoom) and quarterly (in-person) meetings with PI Jennings and JPD stakeholders in order to ensure the project activities stay on schedule. PI Jennings will take the primary role of overseeing the UM research assistant and performing the research activities (quantitative and qualitative data collection, management, cleaning, and analysis) and related dissemination activities (conference presentations, publications etc.). In addition, PI Jennings will take the lead in drafting the Final Report, and PM Gray will review and contribute where needed to ensure the accessibility of the report for JPD stakeholders and broader practitioner audiences.

## **Experience and Capacity**

**Program Manager (PM).** Mr. Juan Gray is a Grants Administrator at the city of Jackson Police Department (JPD) in Jackson, Mississippi. He has a lengthy history in law

enforcement, and many years of prior work and experience as the Grants Administrator for JPD. In this role, he is responsible for grant proposal writing, managing funded grant projects, producing grant final reports, and disseminating the results that emerge from these grants to JPD, the city of Jackson, and other stakeholders. He has secured over \$7 million in grant funding for JPD since being selected for this role as Grants Administrator. He will take a primary role as the Program Manager (PM), and serve as the main point of contact who will provide the necessary data from JPD to PI Jennings. Finally, he will be a resource to review, comment, and provide context for any results and findings that emerge from the PI's analysis of data and contribute to the Final Report where needed.

**Principal Investigator (PI).** Dr. Wesley Jennings (*Ph.D., University of Florida, 2007*) is Gillespie Distinguished Scholar, Chair, and Professor in the School of Applied Sciences at the University of Mississippi. He has over 250 publications, 12,500 citations to his published work, and has been externally recognized as one of the top criminologists in the world in terms of his publication productivity. He has extensive experience working on federally-funded projects from agencies including the National Institute of Justice and the Bureau of Justice Assistance that involve researcher-practitioner partnerships. In addition, he is a world re-known policing scholar, and has served as the Co-Editor of the premier policing peer-reviewed journal (*Policing: An International Journal*) since 2013. For this proposed project, he will serve as the Principal Investigator (PI) and research partner and will work alongside Mr. Juan Gray (the PM) and JPD on all aspects of the project. Furthermore, PI Jennings will serve as the primary point of contact for the University of Mississippi's grants management personnel for budgetary oversight and overseeing the day-to-day management-related activities to make sure that all work is completed on time and within budget. In addition, PI Jennings will take the primary role in all research

activities including, but not necessarily limited to, quantitative and qualitative data collection, data cleaning, and data analysis, as well as taking the lead on dissemination activities (conference presentations, scholarly journal articles; websites, social media outlets, conference presentations, etc.). Also, he will take the lead on drafting the Final Report. Finally, he will participate in monthly meetings (via phone or Zoom) with the PM and JPD and travel to Jackson, Mississippi for quarterly (in-person) meetings to facilitate completion of the proposed project's milestones.

**Research Assistant (TBD).** The UM graduate research assistant will be involved in data collection, management, and analysis of JPD Applicant Data, JPD Applicant Survey Data, and JPD Staff focus group interview data, and be involved in dissemination activities (scholarly journal articles; other related dissemination including websites and social media outlets).

**University of Mississippi Research Capacity.** The University of Mississippi (UM), founded in 1848, represents the state's flagship institution of higher learning, as well as its fastest growing university and home to 24,000 students. UM is designated as a Carnegie R1 Institution—Very High Research Activity, denoting a track record of sustained excellence and achievement in obtaining and supporting externally funded research. In 2021, for example, external funding at the University totaled \$123.5 million dollars from 392 separate grants, awards, and contracts. In other words, from the Chancellor to the Provost to individual Schools and Departments, the University values, encourages, and actively supports outstanding faculty research and sponsored projects. In order to assist UM scholars in the goal of maintaining and growing the research footprint of the university, a number of resources are available to support faculty efforts, both at the University level, as well as within specific Schools and Departments across campus (i.e., grants and contracts administrators, hosts of shared interest learning communities, and research

workshops and trainings). In addition, the UM Department of Criminal Justice & Legal Studies (home Department of PI Jennings, where he is also Chair) provides ample support for research investigators through connections with senior faculty members, funding allowances for travel, support for continued research training, as well as competitive research assistance from master's and doctoral students. The Department also houses the Center for Evidence-Based Policing (PI Jennings is the Center Director) that primarily focuses on supporting activities that are broadly categorized as education, research, and training with evidence-based strategies being the thread that binds all of the Center's activities together. Specifically, the Center closely aligns with and serves to enhance the skills and expertise of students, drive the research enterprise of the Department, School, and University forward, offers educational training and advanced educational credentials for practitioners, and provides a forum to engage scholars around the nation and world on evidence-based policing and related topics. Given the central focus of this proposed project and the related grant application, the Center can help leverage existing relationships with the criminal justice community in the state of Mississippi (and beyond) to support the data collection efforts, project goals, and/or dissemination plans.

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## References

- <sup>i</sup> Lum, C., Koper, C. S., & Wu, X. (2021). Can we really defund the police? A nine-agency study of police response to calls for service. *Police Quarterly*, 10986111211035002.
- <sup>ii</sup> McCabe, J. (2013). *An analysis of police department staffing: How many officers do you really need*. ICMA Center for Public Safety Management White Paper.
- <sup>iii</sup> Vermeer, S., Stickle, B., Frame, M., & Hein, M. (2020). Reasons and barriers for choosing police careers. *Policing: An International Journal*, 43(5), 817-830.
- <sup>iv</sup> Vose, B., Miller, J. M., & Koskinen, S. (2020). Law enforcement manpower analysis: An enhanced calculation model. *Policing: An International Journal*, 43(3), 511-523.
- <sup>v</sup> U.S. Census. (2020). *QuickFacts: Jackson city, Mississippi*. Retrieved on Feb. 2, 2022: <https://www.census.gov/quickfacts/fact/table/jacksoncitymississippi/IPE120220#IPE120220>.
- <sup>vi</sup> Salo, J. (2021, December 2021). Jackson, Mississippi, hits all-time homicide record. *New York Post*. <https://nypost.com/2021/12/29/jackson-mississippi-hits-all-time-homicide-record/>. Retrieved on June 1, 2022.
- <sup>vii</sup> U.S. Department of Justice. (2009). *Law enforcement Recruitment Toolkit*. Washington, DC: Office of Community Oriented Policing Services.
- <sup>viii</sup> U.S. Department of Justice. (2019). *Law enforcement best practices: Lessons learned from the field*. Washington, DC: Office of Community Oriented Policing Services.
- <sup>ix</sup> Wilson, J.M., & Weiss, A. (2012). Police staffing allocation and managing workload demand: a critical assessment of existing practices. *Policing: A Journal of Policy and Practice*, 8, 96-108.
- <sup>x</sup> Wilson, J. M., & Weiss, J. (2014). *A performance-based approach to police staffing and allocation*. Washington, DC: Office of Community Oriented Policing Services.
- <sup>xi</sup> Wilson, J. M., & Heinonen, J. A. (2011). Advancing a police science: Implications from a national survey of police staffing. *Police Quarterly*, 14(3), 277-297.
- <sup>xii</sup> Wilson, J.M., Dalton, E., Scheer, C., & Grammich, C.A. (2010). *Police recruitment and retention for the new millennium*. Washington, DC: Office of Community Oriented Policing Services.
- <sup>xiii</sup> Wilson, J. M., Dalton, E., Scheer, C., & Grammich, C. (2011). *Police recruitment and retention for the new Millennium: The state of knowledge*. Washington, DC: Office of Community Oriented Policing Services. [http://cops.usdoj.gov/Publications/101027321\\_Police-RecruitmentRetention.pdf](http://cops.usdoj.gov/Publications/101027321_Police-RecruitmentRetention.pdf)
- <sup>xiv</sup> Glaser, B. G., & Strauss, A. L. (1967). *The discovery of grounded theory: Strategies for qualitative research*. Chicago: Aldine.

**Travel Breakdown**

	<b>Meeting</b>	<b>Destination</b>	<b># of Nights</b>
	<b><u>Project Team Meeting</u></b>	<b><u>Jackson, MS</u></b>	<b>2</b>
Airfare	\$ -	Taxi	\$ -
Lodging	\$ 500.00	Baggage Fees	\$ -
Meals	\$ 112.00	Conference Fee	\$ -
Mileage to Jackson (roundtrip)	\$ 186.03	Parking @ Memphis Airport	\$ -
<b>Estimated Costs per trip</b>	<b>\$ 798.03</b>	<b>(5 Trips * 1 person)</b>	<b>\$3,990.15</b>
	<b>Conference</b>	<b>Destination</b>	<b># of Nights</b>
	<b><u>Academy of CJ Sciences</u></b>	<b><u>Baltimore, MD</u></b>	<b>4</b>
Airfare	\$ 600.00	Taxi	\$ 200.00
Lodging	\$ 1,060.00	Baggage Fees	\$ -
Meals	\$ 280.00	Conference Fee	\$ 250.00
Mileage to Memphis Airport (roundtrip)	\$ 79.56	Parking @ Memphis Airport	\$ 75.00
<b>Estimated Costs:</b>	<b>\$ 2,544.56</b>	<b>(2 persons)</b>	<b>\$5,089.12</b>
	<b>Conference</b>	<b>Destination</b>	<b># of Nights</b>
	<b><u>NSA</u></b>	<b><u>Grand Rapids, MI</u></b>	<b>3</b>
Airfare	\$ 600.00	Taxi	\$ 150.00
Lodging	\$ 795.00	Baggage Fees	\$ -
Meals	\$ 224.00	Conference Fee	\$ 600.00
Mileage to Memphis Airport (roundtrip)	\$ 79.56	Parking @ Memphis Airport	\$ 60.00
<b>Estimated Costs:</b>	<b>\$ 2,508.56</b>	<b>(1 person)</b>	<b>\$2,508.56</b>
<b>Total Estimated Travel:</b>		<b>\$ 11,588.00</b>	

**City of Jackson  
BUDGET JUSTIFICATION**

**A. Program Manager (PM): \$28,000**

Program Manager – Mr. Juan Gray: Funds are requested in the amount of \$28,000.

The proposed project will be overseen by Mr. Juan Gray (Program Manager; PM) at the Jackson Police Department in junction with Dr. Wesley Jennings (PI) at the University of Mississippi. They will be responsible for coordinating a project launch meeting to bring all stakeholders (PM, PI, and JPD) together to review the project implementation and evaluation timeline and tasks and to specify the division of labor. PM Gray will serve as the main point of contact at JPD to facilitate the gathering of the needed JPD applicant data, coordinate JPD Staff interview scheduling, and take part in monthly (via phone or Zoom) and quarterly (in-person) meetings with PI Jennings and JPD stakeholders in order to ensure the project activities stay on schedule. PI Jennings will take the primary role of overseeing the UM research assistant and performing the research activities (quantitative and qualitative data collection, management, cleaning, and analysis) and related dissemination activities (conference presentations, publications etc.). In addition, PI Jennings will take the lead in drafting the Final Report, and PM Gray will review and contribute where needed to ensure the accessibility of the report for JPD stakeholders and broader practitioner audiences.

<b>Juan Gray</b>	
Base Salary	\$22,391.04
PERS (17.4%)	\$3,896.04
FICA (6.2%)	\$1,388.25
Medicare (1.45%)	<u>\$324.67</u>
	<u><b>\$28,000.00</b></u>

**B. Software (JPD Recruitment) \$30,600**

<b>ANNUAL FEE</b>		<b>\$30,600</b>
<b>APPLICANT SCREENING (TRIAGE CENTER) • Smart PHQ • Concerns Report • Document Management</b>		<b>INCLUDED</b>
<b>FULL INVESTIGATION PROCESSING (INVESTIGATION CENTER)</b> Once an Applicant has been deemed eligible for a full investigation, Guardian’s robust Investigation module organizes and automates the investigator process. Request reference information and local records checks in just one click, easily locate all investigation documents, automatically generate your final report, get chain of command approvals, and more.	<b>INCLUDED</b>	
<b>SOCIAL MEDIA SCREENING REPORTS</b> Advanced machine learning easily grabs information from popular social media sites and compiles concerning information into a summary document based on agency preferences (available within the investigation file).	<b>INCLUDED</b>	
<b>CREDIT REPORTS</b> Order credit reports on any applicant without leaving the applicant investigation file	<b>INCLUDED</b>	

**Total JPD Budget: \$58,600.00**

**Total Over All Budget for Project: \$174,948.00**

**Project Timeline and Research Benchmarks (9/1/2022 – 8/31/2023).**

Activity/Process	1	2	3	4	5	6	7	8	9	10	11	12
<i>Project Launch: Meet to build rapport with stakeholders (JPD) and to review project implementation and evaluation timeline and tasks</i>	JG, WGJ, & JPD											
<i>Data Collection: Acquire JPD applicant data from the JPD for the previous 6 months (March 1 – August 31, 2022) prior to project launch</i>	JG, JPD, WGJ, & RA											
<i>Implementation: Implement JPD's Recruitment and Retention Plan</i>	JG & JPD	JG & JPD	JG & JPD	JG & JPD	JG & JPD	JG & JPD	JG & JPD					
<i>Data Collection: Administer JPD Applicant Surveys</i>		WGJ & RA	WGJ & RA	WGJ & RA	WGJ & RA	WGJ & RA	WGJ & RA					
<i>Data Collection: Conduct JPD Staff Interviews</i>				WGJ								
<i>Dissemination: Present JPD's Recruitment and Retention Plan at the Academy of Criminal Justice Sciences annual conference</i>							WGJ & RA					
<i>Data Collection: Acquire JPD applicant data from JPD for the 6 months (October 1 – March 31, 2022) post-implementation of JPD's Recruitment and Retention Plan</i>								JG, JPD, WGJ, & RA				
<i>Data Coding/Management: Clean JPD Applicant Data, JPD Applicant Survey Data, and JPD Staff Interview Data to prepare for data analysis</i>	WGJ & RA	WGJ & RA	WGJ & RA	WGJ & RA	WGJ & RA	WGJ & RA	WGJ & RA	WGJ & RA				
<i>Data Analysis: Analyze JPD Applicant Data, JPD Applicant Survey Data, and JPD Staff Interview Data</i>								WGJ	WGJ			
<i>Dissemination: Present JPD's Recruitment and Retention Plan and preliminary results at the National Sheriff's Association annual conference</i>										WGJ & JG		
<i>Dissemination: Prepare Final Report, Research Briefs, and Publications</i>										WGJ, RA & JG	WGJ, RA & JG	WGJ, RA & JG

Note. JG= Mr. Juan Gray; WGJ= Dr. Wesley Jennings; JPD= Jackson Police Department; RA= Research Assistant.



Jackson Police Department



327 East Pascagoula Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMORANDUM

To: Chokwe A. Lumumba, Mayor

From: James E. Davis, Chief of Police

A handwritten signature in dark ink, appearing to be "J.E. Davis", is written over the printed name of the Chief of Police.

Subject: **FY 2022 (COPS) Application for Microgrants-Community Policing Development Solicitation (CPDS)**

Date: September 14, 2022

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The Jackson Police Department has been granted the opportunity to apply for the 2022 United States Department of Justice COPS Office for Microgrants-Community Policing Development Solicitation. Funds through this award will be used to advance the practice of Community Oriented Policing in law enforcement by creating a recruitment and retention plan for officers and civilian staff to assist in the day-to-day operations of the police department.

I respectfully request your signature approving the document contained herein. Should you have any questions or concerns, please do not hesitate to contact me.

06/03/22

Commander Michael Outland, Sr.  
 Jackson Police Department  
 327 E. Pascagoula St.  
 Jackson, MS 39205

Re: Guardian Background Investigation Software Platform Price Quote

Dear Commander Outland,

We are pleased to provide this price quote for use of the Guardian Platform for the upcoming 12 month period (start date TBD). The price below will include your use of all features outlined below for processing up to 300 applicants.

<b>ANNUAL FEE</b>	<b>\$30,600</b>
<b>APPLICANT SCREENING (TRIAGE CENTER)</b> <ul style="list-style-type: none"> <li>• Smart PHQ</li> <li>• Concerns Report</li> <li>• Document Management</li> </ul>	<b>INCLUDED</b>
<b>FULL INVESTIGATION PROCESSING (INVESTIGATION CENTER)</b> Once an Applicant has been deemed eligible for a full investigation, Guardian's robust Investigation module organizes and automates the investigator process. Request reference information and local records checks in just one click, easily locate all investigation documents, automatically generate your final report, get chain of command approvals, and more.	<b>INCLUDED</b>
<b>SOCIAL MEDIA SCREENING REPORTS</b> Advanced machine learning easily grabs information from popular social media sites and compiles concerning information into a summary document based on agency preferences (available within the investigation file).	<b>INCLUDED</b>
<b>CREDIT REPORTS</b> Order credit reports on any applicant without leaving the applicant investigation file	<b>INCLUDED</b>

Please reach out with any additional questions or needs.

Sincerely,



Adam Anthony  
 COO



DEPARTMENT OF CRIMINAL JUSTICE & LEGAL STUDIES

June 4, 2022

Mr. Juan Gray  
Grant Administrator  
Jackson Police Department (JPD)  
Jackson, MS  
[juang@jacksonms.gov](mailto:juang@jacksonms.gov)

In Re: Letter of support, *Jackson Police Department's Evidence-Based, Best Practices Approach to Recruitment and Retention in a Challenging Era*

Dear Juan,

Please accept this letter of support as confirmation that I am fully committed to working with JPD in fulfillment of the very timely application in response to the US COPS Office FY22 Microgrants—Community Policing Development Solicitation targeting “Officer Recruitment and Retention” (O-COPS-2022-171175).

For this proposed project, I will serve as the Principal Investigator (PI) and research partner and will work alongside you and JPD on all aspects of the project. Furthermore, I will serve as the primary point of contact for the University of Mississippi's grants management personnel for budgetary oversight and overseeing the day-to-day management-related activities to make sure that all work is completed on time and within budget. In addition, I will take the primary role in all research activities including, but not necessarily limited to, quantitative and qualitative data collection, data cleaning, and data analysis, as well as taking the lead on dissemination activities (conference presentations, scholarly journal articles; websites, social media outlets, conference presentations, etc.). Also, I will take the lead on drafting the Final Report. Finally, I will participate in monthly meetings (via phone or Zoom) with the PM and JPD and travel to Jackson, Mississippi for quarterly (in-person) meetings to facilitate completion of the proposed project's milestones.

I welcome this collaboration with you and JPD as these are unique and challenging times in the U.S. and in the city of Jackson in terms of recruiting and hiring high quality and diverse applicants in order to meet community policing and public safety needs. We hope that the grant selection committee will give this application the highest consideration given the critical needs in the city of Jackson and JPD.

Warm Regards,

*Wesley G. Jennings, Ph.D.*

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**Wesley G. Jennings, Ph.D.**

GILLESPIE DISTINGUISHED SCHOLAR, CHAIR, AND PROFESSOR OF CRIMINAL JUSTICE & LEGAL STUDIES  
The University of Mississippi, School of Applied Sciences  
Department of Criminal Justice & Legal Studies  
FACULTY AFFILIATE

The University of Mississippi, School of Law  
Fellow, *Academy of Criminal Justice Sciences (ACJS)*  
Honorary Lifetime Member, *Southern Criminal Justice Association (SCJA)*  
84 Dormitory Row West, H313  
P.O. Box 1848  
University, MS 38677-1848, USA  
O: +1-6629151484  
[wjg@olemiss.edu](mailto:wjg@olemiss.edu) | [www.olemiss.edu](http://www.olemiss.edu) | [www.legalstudies.olemiss.edu](http://www.legalstudies.olemiss.edu)

**WESLEY G. JENNINGS, Ph.D.**

*(May 14, 2022)*

*Gillespie Distinguished Scholar, Chair, & Professor*  
*Faculty Affiliate, School of Law*  
*Fellow, Academy of Criminal Justice Sciences*  
*Honorary Lifetime Member, Southern Criminal Justice Association*  
The University of Mississippi  
School of Applied Sciences  
Department of Criminal Justice & Legal Studies  
84 Dormitory Row West  
H313  
University, MS 38677-1848  
662-915-1484  
[wgj@olemiss.edu](mailto:wgj@olemiss.edu)

**EDUCATION**

Ph.D. in Criminology  
University of Florida

M.C.J. In Criminal Justice  
University of South Carolina

B.A. in Psychology  
University of South Carolina

**ADMINISTRATIVE APPOINTMENTS**

2019-current  
**Chair**, Department of Criminal Justice & Legal Studies (formerly the  
Department of Legal Studies), University of Mississippi

2017-2019  
**Doctoral Program Coordinator**, School of Criminal Justice, Texas  
State University

2015-2017  
**Undergraduate Director**, Department of Criminology, University of  
South Florida

2015-2017  
**Director**, Undergraduate Honors Program, Department of  
Criminology, University of South Florida

2014-2017

**Associate Chair**, Department of Criminology, University of South Florida

**OTHER LEADERSHIP APPOINTMENTS**

2020-2021

**Immediate Past President**, Southern Criminal Justice Association

2019-2020

**President**, Southern Criminal Justice Association

2018-2019

**1<sup>st</sup> Vice President**, Southern Criminal Justice Association

2018-2019

**Co-Chair**, Quality Enhancement Plan (QEP) Task Force, Texas State University

2017-2018

**2<sup>nd</sup> Vice President**, Southern Criminal Justice Association

2012-2017

**Executive Board Member**, Southern Criminal Justice Association

2009-2011

**Director-at-Large**, Southern Criminal Justice Association

**FACULTY APPOINTMENTS**

2021-current

**Gillespie Distinguished Scholar**, School of Applied Sciences, University of Mississippi

2021-current

**Faculty Affiliate**, School of Law, University of Mississippi

2020-current

**Faculty Affiliate**, School of Applied Sciences Analytics Lab, University of Mississippi

2019-current

**Faculty Affiliate**, Mississippi Crime and Justice Research Unit, Mississippi State University

2019-current

**Professor**, Department of Criminal Justice & Legal Studies (formerly the Department of Legal Studies), University of Mississippi

2018-2019

**Honorary Professor of International Studies**, Texas State University

2017-2019

**Professor**, School of Criminal Justice, Texas State University

2017-2017

**Professor** (granted early promotion), Department of Criminology, University of South Florida

2014-current

**Courtesy Appointment**, Department of Health Outcomes & Biomedical Informatics, College of Medicine, University of Florida

2014-current

**Faculty Affiliate**, Institute for Child Health Policy, College of Medicine, University of Florida

2014-2017

**Faculty Affiliate**, Florida Mental Health Institute (FMHI), University of South Florida

2013-2017

**Associate Professor** (granted early tenure and promotion), Department of Criminology, University of South Florida

2011-2017

**Courtesy Appointment**, Department of Mental Health Law and Policy, University of South Florida

2010-2013

**Assistant Professor**, Department of Criminology, University of South Florida

2008-2010

**Assistant Professor**, Department of Justice Administration,  
University of Louisville

### **PEER-REVIEWED PUBLICATION PRODUCTIVITY METRICS**

#### **Author Impact**

***h-index***: 63 (*h-index is the largest number h such that h publications have at least h citations*)

***i10-index***: 173 (*i10-index is the number of publications with at least 10 citations*)

#### **Author Citations**

>13,250

#### **Number of Unique Co-Authors for Peer-Reviewed Publications**

155 co-authors

#### **Externally Evaluated & Recognized Ranking**

\*Ranked #3 Criminologist in the world with 5 articles that received the most citations according to Google Scholar published between 2010-2015 (Graham et al. 2019. Contemporary classics? The early onset of influence of articles published in criminology and criminal justice journals, 2010-2015. *Journal of Criminal Justice Education*).

\*Ranked #1 Criminologist in the world as an Associate Professor in terms of publication productivity and citations (Khey, D. 2017. The young scholars from the "Hit Parade": Where are they now? *Journal of Criminal Justice Education*).

\*Ranked #8 Criminologist in the world (*across all ranks*) in terms of publication productivity and citations (Walters, G.D. 2015. Measuring the quantity and quality of scholarly productivity in criminology and criminal justice: A test of three integrated models. *Scientometrics*).

\*Ranked #3 Criminologist (*across all ranks*) in the world in terms of publication productivity (Cohn, E. & Farrington, D. 2014. Publication productivity of criminologists. *Journal of Criminal Justice Education*).

\*Ranked #1 Criminologist as an Assistant Professor in the world in terms of publication productivity (Copes et al. 2012. Criminology and criminal justice hit parade: Measuring academic productivity in the discipline. *Journal of Criminal Justice Education*).

## **SCHOLARSHIP**

### **Books (B)**

- B1. **Jennings, W.G.**, Perez, N., Delcher, C., & Wang, Y. (2020). *Opioid prescribing rates and criminal justice and health outcomes*. New York, NY: Springer.
- B2. Akers, R.L., Sellers, C., & **Jennings, W.G.** (2020). *Criminological theories: Introduction, evaluation, and application*. 8<sup>th</sup> edition. Oxford University Press.
- B3. **Jennings, W.G.**, & Reingle, J. (2019). *Criminological and criminal justice research methods*. 2<sup>nd</sup> edition. Wolters Kluwer.
- B4. Loeber, R. **Jennings, W.G.**, Ahonen, L., Piquero, A.R., & Farrington, D.P. (2017). *Female delinquency from childhood to young adulthood: Recent results from the Pittsburgh Girls Study*. New York, NY: Springer.
- B5. **Jennings, W.G.**, Loeber, R., Pardini, D., Piquero, A., & Farrington, D.P. (2016). *Offending from childhood to young adulthood: Recent results from the Pittsburgh Youth Study*. New York, NY: Springer.
- B6. **Jennings, W.G.** (2016). *Encyclopedia of Crime and Punishment (Volumes I-III)*. Boston, MA: Wiley-Blackwell.

\*Awarded 2017 **Outstanding Academic Title** for *CHOICE* magazine due to excellence in scholarship and presentation, the significance of the contribution to the field, and the value as important – often the first – treatment of the subject.

"Comprising less than 3% of the more than 25,000 titles reviewed by *CHOICE* magazine during the calendar year, **Outstanding Academic Titles** are truly the 'best of the best' ".



- B7. Akers, R.L., Sellers, C., & **Jennings, W.G.** (2016). *Criminological theories: Introduction, evaluation, and application. 7<sup>th</sup> edition.* Oxford University Press.
- B8. **Jennings, W.G.** (2015). *Innovations and advancements in sex offender research.* Taylor & Francis.
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#### **Peer-Reviewed Articles (A)**

- A1. **Jennings, W.G.** (forthcoming, 2022). An evidence-based and enhanced staffing analysis approach for probation and parole: Implications for recruitment and retention. *Perspectives.*
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- A4. **Jennings, W.G.** (2021). Presidential Address: Widening the net of education, research and scholarship, and service and community engagement in criminology and criminal justice. *American Journal of Criminal Justice, 46,* 577-585.
- A5. Kethineni, S., Frazier-Kouassi, S., Shigemoto, Y., **Jennings, W.G.**, Cardwell, S., Piquero, A.R., Gay, K., & Sundaravadivelu, D. (2021). Protocol: Effectiveness of parent-engagement programs to reduce truancy and delinquency: A systematic review. *Campbell Systematic Reviews, 17,* e1189.

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- O23. \*Fegadel, A., & **Jennings, W.G.** (2016). "IQ and crime." In W.G. Jennings (Ed.), *Encyclopedia of Crime & Punishment*. Malden: MA: Wiley-Blackwell.
- O24. **Jennings, W.G.** (2016). "Life-course/developmental theories." In W.G. Jennings (Ed.), *Encyclopedia of Crime & Punishment*. Malden: MA: Wiley-Blackwell.
- O25. **Jennings, W.G.** (2016). "Ethnicity and crime." In W.G. Jennings (Ed.), *Encyclopedia of Crime & Punishment*. Malden: MA: Wiley-Blackwell.
- O26. **Jennings, W.G.** (2016). "Integrated theories of crime." In W.G. Jennings (Ed.), *Encyclopedia of Crime & Punishment*. Malden: MA: Wiley-Blackwell.
- O27. **Jennings, W.G.** (2016). "Victim-Offender Overlap." In W.G. Jennings (Ed.), *Encyclopedia of Crime & Punishment*. Malden: MA: Wiley-Blackwell.

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- O29. **Jennings, W.G.** (2015). "Keys to success: Recognizing the role and importance of faculty-student mentoring in a PhD program." *The Criminologist, 40*, 37.
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- O31. **Jennings, W.G., Piquero, A.R., & Zimring, F.E., & Reingle, J.** (2015). "Assessing the (dis)continuity of sex offending from adolescence through early adulthood: Evidence from two large birth cohort studies." In A. Blokland & P. Lussier (Eds.), *Sex offenders: A criminal career approach* (pp. 129-142). Wiley Publishing.
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- O36. **Jennings, W.G., & Reingle, J.** (2015). "A sociological explanation of crime trends/rates." In K. Beaver, J.C. Barnes, & B. Boutwell (Eds.), *The nurture versus biological debate in criminology* (pp. 352-362). Thousand Oaks: Sage.

- O37. Fox, B., **Jennings, W.G.**, & Piquero, A.R. (2014). "Serious, chronic, and violent offenders." In A.R. Roberts, W.T. Church, & D.W. Springer (Eds.), *Juvenile Justice Sourcebook: Past, Present, and Future* (pp. 553-579). Oxford University Press.
- O38. **Jennings, W.G.**, & Reingle, J. (2014). "Cross-cultural methodology," In J.H. Copes & C.J. Forsyth (Eds.), *Encyclopedia of Social Deviance*. Thousand Oaks: Sage.
- O39. **Jennings, W.G.** (2014). "Egon Bittner." In J.M. Miller (Ed.), *Encyclopedia of Theoretical Criminology*. Malden: MA: Wiley-Blackwell.
- O40. **Jennings, W.G.**, & Reingle, J. (2014). "Violent victimization." In J.M. Miller (Ed.), *Encyclopedia of Theoretical Criminology*. Malden: MA: Wiley-Blackwell.
- O41. **Jennings, W.G.**, & Reingle, J. (2014). "Experimental criminology." In J.M. Miller (Ed.), *Encyclopedia of Theoretical Criminology*. Malden: MA: Wiley-Blackwell.
- O42. **Jennings, W.G.**, & \*Beaudry-Cyr, M. (2014). "Rational choice." In J.M. Miller (Ed.), *Encyclopedia of Theoretical Criminology*. Malden: MA: Wiley-Blackwell.
- O43. **Jennings, W.G.**, & \*Henderson, B. (2014). "Ronald Akers." In J.M. Miller (Ed.), *Encyclopedia of Theoretical Criminology*. Malden: MA: Wiley-Blackwell.
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- O45. **Jennings, W.G.**, & \*Donner, C. (2014). "Life-course Criminology." In J.M. Miller (eds.), *Encyclopedia of Theoretical Criminology*. Malden: MA: Wiley-Blackwell.
- O46. **Jennings, W.G.**, & \*Dobrow, J. (2014). "Terrie Moffitt." In J.M. Miller (Ed.), *Encyclopedia of Theoretical Criminology*. Malden: MA: Wiley-Blackwell.

- O47. **Jennings, W.G.** Book Review. (2014). Criminal Justice Review. Practical Program Evaluation for Criminal Justice. By G.F. Vito & G.E. Higgins. Waltham, MA: Anderson Publishing.
- O48. Piquero, A.R., \*Diamond, B., **Jennings, W.G.**, & Reingle, J. (2013). "Adolescence-limited offending." In M. Krohn & C.L. Gibson (Eds.), *Handbook on Life Course Criminology* (pp. 129-142). New York: Springer.
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- O51. **Jennings, W.G.** (2012). Editorial introduction (special issue on "Methodological innovations and empirical advancements in sex offender research"). *Journal of Crime and Justice*, 35, 327-334.
- O52. **Jennings, W.G.** (2012). Editorial introduction (special issue on "Cross-cultural and international investigations of the victim-offender overlap"). *International Criminal Justice Review*, 22, 105-109.
- O53. **Jennings, W.G.**, & Piquero, A.R. (2012). "Trajectory methods in criminology." In *Oxford Bibliographies Online*. New York: Oxford University Press.
- O54. **Jennings, W.G.**, & Miller, J.M. (2012). "Juvenile gangs." In E. L. Grigorenko (Ed.), *Handbook of Juvenile Forensic Psychology and Psychiatry* (pp. 567-578). New York: Springer.
- O55. Tewksbury, R., **Jennings, W.G.**, & Zgoba, K. (2012). "Sex offenders: Recidivism and collateral consequences." A final report submitted to the National Institute of Justice. Award#2009-IJ-CX-0203. Washington, D.C.: U.S. Department of Justice, National Institute of Justice.

- O56. Piquero, A.R., & Jennings, W.G. (2012). "Parent training and the prevention of crime." In D.P. Farrington & B.C. Welsh (Eds.), *Handbook on Crime Prevention* (pp. 89-101). Oxford University Press.
- O57. Jennings, W.G. (2012). Editorial Introduction. "Maintaining tradition, encouraging empirical advancement, and continuing the upward trajectory of the American Journal of Criminal Justice." *American Journal of Criminal Justice*, 37, 1-3.
- O58. Jennings, W.G., Maldonado-Molina, M., & Reingle, J. (2011). "General strain theory." In R. J.R. Levesque (Ed.), *Encyclopedia of Adolescence* (pp. 1158-1162). Thousand Oaks: Sage.  
  
Reprinted (2016) in In R. J.R. Levesque (Ed.), *Encyclopedia of Adolescence, 2<sup>nd</sup> Edition*. Thousand Oaks: Sage.
- O59. Jennings, W.G., & Akers, R.L. (2011). "Social learning theory." In C. D. Bryant (Ed.), *The Handbook of Deviant Behavior* (pp. 106-113). New York: Routledge.
- O60. Jennings, W.G., & Maldonado-Molina, M.M. (2011). Editorial introduction (special issue on "Health Disparities in Alcohol Use, Delinquency and Violence among Minority Adolescents"). *The Open Family Studies Journal*, 4, 15-16.
- O61. Jennings, W.G., & Mieczkowski, T. (2011). "Mechanisms of legal effects: Perspectives from criminology." *Public Health Law Research Methods Monograph Series*. Temple University.
- O62. Jennings, W.G. (2011). Editorial introduction (special issue on "New Directions in Research Examining Publication Productivity and Rankings in Criminology and Criminal Justice"). *Journal of Criminal Justice Education*, 22, 1-4.
- O63. Piquero, A.R., Jennings, W.G., & Farrington, D.P. (2010). "Self-control interventions for children under age 10 for improving self-control and delinquency and problem behaviors. A *Campbell Collaboration Review*." Available @ <http://www.campbellcollaboration.org>.



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- O65. Piquero, A.R., **Jennings, W.G.**, & \*Reingle, J. (2010). "Criminal careers." In F. Cullen & P. Wilcox (Eds.), *Encyclopedia of Criminological Theory* (pp. 234-244). Thousand Oaks: Sage.
- O66. Akers, R.L., & **Jennings, W.G.** (2009). "The social learning theory of crime and deviance." In M. Krohn, A. Lizotte, & G. Hall (eds.), *Handbook on Criminology and Deviance* (pp. 103-120). New York: Springer.
- Reprinted (2019) in M. Krohn, A. Lizotte, G. Hall, & N. Hendrix (eds.), *Handbook on Criminology and Deviance* (2<sup>nd</sup> edition). New York: Springer.
- O67. Akers, R.L., & **Jennings, W.G.** (2009). "Social learning." In J.M. Miller (ed.), *21<sup>st</sup> Century criminology: A reference handbook* (pp. 323-331). Thousand Oaks: Sage.
- O68. **Jennings, W.G.**, & Piquero, A.R. (2009). "Life-course criminology." In J.M. Miller (ed.), *21<sup>st</sup> Century criminology: A reference handbook* (pp. 262-270). Thousand Oaks: Sage.
- O69. Piquero, A.R., Farrington, D.P., Welsh, B.C., Tremblay, R., & **Jennings, W.G.** (2008). "Effects of early family/parent training programs on antisocial behavior and delinquency. A final report submitted to the National Institute of Justice." Award#2007-IJ-CX-0045. Washington, D.C.: U.S. Department of Justice, National Institute of Justice.
- O70. **Jennings, W.G.**, Gover, A.R., & \*Hitchcock, D.M. (2008). "Localizing restorative justice: An in-depth look at a Denver public school program." *Sociology of Crime, Law, and Deviance*, 11, 167-187. (H.V. Miller, Ed.). Amsterdam: Elsevier.
- O71. **Jennings, W.G.** Book Review. *Journal of Criminal Justice Education* (2008). 19(3). *The long view of crime: A synthesis of longitudinal research*. New York: Springer.

- O72. Piquero, A.R., Farrington, D.P., Welsh, B.C., Tremblay, R., & Jennings, W.G. (2008). "Effects of early family/parent training programs on antisocial behavior and delinquency. A *Campbell Collaboration Review*." Available @ <http://www.campbellcollaboration.org>.
- O73. Jennings, W.G. Book Review. *Journal of Criminal Justice Education* (2007). 18(2). *Choosing white-collar crime*. By N. Shover, & A. Hochstetler. Cambridge: Cambridge University Press.
- O74. Jennings, W.G., & Hudak, E. (2004). "Police response to the mentally ill." In R.G. Dunham & G.P. Alpert (eds.), *Critical Issues in Policing: Contemporary readings* (5th edition). Prospect Heights, IL: Waveland Press.
- \*Reprinted (2010) in R.G. Dunham & G.P. Alpert (eds.), *Critical Issues in Policing: Contemporary readings* (6th edition). Prospect Heights, IL: Waveland Press.
- \*Reprinted (2014) in R.G. Dunham & G.P. Alpert (eds.), *Critical Issues in Policing: Contemporary readings* (7th edition). Prospect Heights, IL: Waveland Press.
- \*Reprinted (2019) in R.G. Dunham, G.P. Alpert, & K. McLean (eds.), *Critical Issues in Policing: Contemporary readings* (8th edition). Prospect Heights, IL: Waveland Press.
- O75. Jennings, W.G. (2004). "Genealogical explanations of crime." In R.A. Wright & J.M. Miller (eds.), *Encyclopedia of Criminology*. New York, NY: Taylor & Francis.
- O76. Jennings, W.G. (2004). "Federal Bureau of Investigation." In R.A. Wright & J.M. Miller (eds.), *Encyclopedia of Criminology*. New York, NY: Taylor & Francis.
- O77. Miller, J.M., & Jennings, W.G. (2004). "Drug Enforcement Administration." In R.A. Wright & J.M. Miller (eds.), *Encyclopedia of Criminology*. New York, NY: Taylor & Francis.
- O78. Jennings, W.G. Book Review. *Private Security* (2003). 16(3). *The manager's handbook for corporate security: Establishing and managing a successful assets protection program*. By G.L. Kovacich, & E.P. Halibozek. Boston, MA:

Butterworth Heinemann.

*\*denotes publication with a graduate student*

### **GRANTS (G)**

#### **TOTAL AMOUNT OF GRANTS AWARDED: \$1,897,240**

- G1. 2020-2021. Principal Investigator. *"Coming home: A reentry initiative for special needs offenders."* Funder: Texas Department of Criminal Justice. Amount: \$28,000.
- G2. 2017-2019. Principal Investigator. *"Smart Reentry: An evaluation of evidence-based strategies for successful reentry from incarceration to community."* Funder: Texas Department of Criminal Justice. Amount: \$98,752.
- G3. 2017-2019. Co-Principal Investigator. *"A randomized control trial evaluating a prediction tool for risk assessment and recidivism."* Funder: Bureau of Justice Assistance. Amount: \$999,986.
- G4. 2017-2018. Co-Investigator. *"Better intelligence gathering for public safety and public health (BigPUSH)."* Funder: Bureau of Justice Assistance. Amount: \$600,000.
- G5. 2016-2017. Co-Principal Investigator. *"Justice system imposed financial penalties increase the likelihood of recidivism in a sample of adolescent offenders."* Funder: Juvenile Law Center & the Laura and John Arnold Foundation. Amount: \$50,000.
- G6. 2013-2014. Co-Principal Investigator. *"A Systematic Review of Ethnicity, Gender, and Age as Moderators of Violent Recidivism"*. Funder: Center for Advancing Correctional Excellence! George Mason University. Amount: \$15,000.
- G7. 2010-2011. Co-Principal Investigator. *"A Systematic Review of the Effects of Self-Control Improvement Programs on Improving Self-Control and Reducing Delinquency."* Funder: Swedish National Council on Crime Prevention & The Campbell Collaboration. Amount: \$10,000.

- G8. 2009-2011. Principal Investigator. "*Sex offenders: Recidivism & Collateral Consequences*" Funder: National Institute of Justice. Amount: \$76,502.
- G9. 2009-2010. Co-Principal Investigator. "*A Systematic Review of the Effects of Early Family/Parent Training on Reducing Antisocial Behavior and Crime.*" Funder: National Institute of Justice & The Campbell Collaboration. Amount. \$19,000.

### **AWARDS (AW)**

- AW1. 2021 Gillespie Distinguished Scholar (School of Applied Sciences, University of Mississippi)
- AW2. 2020 Outstanding Faculty Poster Award (*Southern Criminal Justice Association*)
- AW3. 2020 Academy Fellow (*Academy of Criminal Justice Sciences*)
- AW4. 2018 College Achievement Award for Excellence in Scholarly/Creative Activities (*College of Applied Arts, Texas State University*)
- AW5. 2017 Distinguished Service Award (*Department of Criminology, University of South Florida*)
- AW6. 2016 Outstanding Educator Award (*Southern Criminal Justice Association*)
- AW7. 2011 William L. Simon/Anderson Publishing Outstanding Paper Award (*Academy of Criminal Justice Sciences*)
- AW8. 2009 Outstanding Article Award (*American Journal of Criminal Justice*)
- AW9. 2009 SAGE Junior Faculty Professional Development Teaching Award (*Academy of Criminal Justice Sciences*)
- AW10. 2007 Outstanding Graduate Student (*Southern Criminal Justice Association*)
- AW11. 2006 Outstanding Graduate Student Research Paper (*Department of Sociology, Criminology & Law, University of*

Florida)

AW12. 2004 Outstanding Graduate Student of the Year  
(Department of Criminology & Criminal Justice, University of  
South Carolina)

### **EDITORSHIPS (E)**

- E1. **Editor-in-Chief.** *Journal of Experimental Criminology.* 2020-current.
- E2. **Co-Editor.** *Policing: An International Journal* (previous title: *Policing: An International Journal of Police Strategies & Management*). 2013-current.
- E3. **Associate Editor.** *Deviant Behavior.* 2017-current.
- E4. **Editor-in-Chief.** *American Journal of Criminal Justice.* 2011-2017.
- E5. **Editor-In-Chief.** *Encyclopedia of Crime and Punishment (Volumes I-III).* Boston, MA: Wiley-Blackwell. 2016.
- E6. **Associate Editor.** *Encyclopedia of Theoretical Criminology (Volumes I-III).* Malden: MA: Wiley-Blackwell. 2014.
- E7. **Book Review Editor.** *Journal of Criminal Justice Education.* 2009-2012.

### **GUEST-EDITORSHIPS (GE)**

- GE1. **Guest Editor.** (2021). Widening the net of education, research and scholarship, and service and community engagement in criminology and criminal justice. *American Journal of Criminal Justice.*
- GE2. **Guest Editor.** (2020). International developmental/life-course perspectives and research on sexual offending and offenders. *Sexual Abuse.*
- GE3. **Senior Article Editor.** (2018). Perceptions of police body-worn cameras across various stakeholders: Implications for policy and case processing. *Criminology & Public Policy.*

- GE4. **Guest Editor.** (2012). Cross-cultural and international investigations of the victim-offender overlap. *International Criminal Justice Review.*
- GE5. **Guest Editor.** (2012). Methodological innovations and empirical advancements in sex offender research. *Journal of Crime & Justice.*
- GE6. **Guest Article Editor.** (2011; 2013). *Sage OPEN.*
- GE7. **Guest Editor** (2011). New directions in research examining publication productivity and rankings in criminology and criminal justice. *Journal of Criminal Justice Education.*
- GE8. **Co-Guest Editor** (with M.M. Maldonado-Molina). (2011). Health disparities in alcohol use, delinquency, and violence among minority adolescents. *The Open Family Studies Journal.*
- GE9. **Guest Editor.** (2010). New directions in research examining crime over the life-course. *American Journal of Criminal Justice.*

#### **EDITORIAL BOARD MEMBERSHIP (EB)**

- EB1. **Editorial Board Member.** *American Journal of Criminal Justice.* 2008-current.
- EB2. **Editorial Board Member.** *Springer Nature Social Sciences.* 2020-current.
- EB3. **Editorial Board Member.** *Youth Violence & Juvenile Justice.* 2017-current.
- EB4. **Editorial Board Member.** *Journal of Developmental and Life-Course Criminology.* 2014-current.
- EB5. **Editorial Board Member.** *Adolescent Research Review.* 2014-current.
- EB6. **Editorial Board Member.** *Journal of Criminological Research, Policy, & Practice.* 2014-current.
- EB7. **Editorial Board Member.** *Women & Criminal Justice.* 2014-current.

- EB8. **Editorial Board Member.** *Journal of Quantitative Criminology.* 2012-current.
- EB9. **Editorial Board Member.** *Journal of Criminal Justice.* 2012-current.
- EB10. **Editorial Board Member.** *Journal of Youth and Adolescence.* 2011-current.
- EB11. **Editorial Board Member.** *Journal of Crime and Justice.* 2010-2019.
- EB12. **Editorial Board Member.** *Journal of Criminal Justice Education.* 2007-2017.
- EB13. **Editorial Board Member.** *SAGE Open.* 2012-current.
- EB14. **Editorial Board Member.** *Today Social Science.* 2013-2016.
- EB15. **Editorial Board Member.** *Journal of Social Sciences.* 2014.
- EB16. **Editorial Board Member.** *American Journal of Sociological Research.* 2011.

#### **ARTICLE REVIEWER (AR)**

- AR1. *Criminology*
- AR2. *Journal of Research in Crime and Delinquency*
- AR3. *Sexual Abuse: A Journal of Research and Treatment*
- AR4. *Deviant Behavior*
- AR5. *Journal of Criminal Justice*
- AR6. *Justice Quarterly*
- AR7. *Journal of Youth and Adolescence*
- AR8. *Journal of Quantitative Criminology*
- AR9. *Journal of Experimental Criminology*
- AR10. *Journal of Drug Issues*
- AR11. *Crime & Delinquency*
- AR12. *American Journal of Criminal Justice*
- AR13. *Journal of Criminal Justice Education*
- AR14. *Psychology, Crime, and Law*
- AR15. *International Journal of Offender Therapy & Comparative Criminology*

- AR16. *Research In Social Problems & Public Policy*  
 AR17. *Western Criminology Review*  
 AR18. *Criminal Justice Review*  
 AR19. *Criminal Justice & Behavior*  
 AR20. *Youth Violence & Juvenile Justice*  
 AR21. *Journal of Police & Criminal Psychology*  
 AR22. *Journal of Crime & Justice*  
 AR23. *Time & Society*  
 AR24. *Violence Against Women*  
 AR25. *International Journal of Biodiversity and Conservation*  
 AR26. *The Open Family Studies Journal*  
 AR27. *Journal of Adolescent Health*  
 AR28. *Security Journal*  
 AR29. *Ethnicity & Health*  
 AR30. *International Criminal Justice Review*  
 AR31. *Criminal Justice Policy Review*  
 AR32. *Journal of Interpersonal Violence*  
 AR33. *Homicide Studies*  
 AR34. *Violence & Victims*  
 AR35. *Policing: An International Journal*  
 AR36. *Women & Criminal Justice*  
 AR37. *African Safety Promotion: A Journal of Injury & Violence  
 Prevention*  
 AR38. *Sociological Inquiry*  
 AR39. *Laws*  
 AR40. *Sociology and Criminology*  
 AR41. *Journal of Abnormal Child Psychology*  
 AR42. *Criminal Behavior & Mental Health*  
 AR43. *Journal of Primary Prevention*  
 AR44. *Policy Studies Journal*  
 AR45. *Asian Journal of Criminology*  
 AR46. *Journal of the Royal Statistical Society*  
 AR47. *Journal of Forensic Psychiatry & Psychology*  
 AR48. *International Journal of Criminology & Sociology*  
 AR49. *Journal of Development Studies*  
 AR50. *Issues in Business Management & Economics*  
 AR51. *International Journal of Forensic Mental Health*  
 AR52. *Social Science Research*  
 AR53. *Social & Behavioral Personality: An International Journal*  
 AR54. *Trauma, Violence, and Abuse*  
 AR55. *Child Abuse & Neglect*  
 AR56. *Traumatology*  
 AR57. *Journal of Public Administration & Policy Research*  
 AR58. *Sociological Forum*



- AR59. *Rubriq*
- AR60. *Social Psychiatry & Psychiatric Epidemiology*
- AR61. *Sociology Compass*
- AR62. *Police Practice & Research: An International Journal*
- AR63. *Criminal Justice Studies*
- AR64. *Journal of Substance Abuse Treatment*
- AR65. *Annals of Epidemiology*
- AR66. *European Journal on Criminal Policy and Research*
- AR67. *International Journal of Law, Crime and Justice*
- AR68. *Law & Social Inquiry*
- AR69. *Journal of Public Health*
- AR70. *Journal of Health & Medical Informatics*
- AR71. *Race & Justice*
- AR72. *Journal of Developmental and Life-Course Criminology*
- AR73. *Policing: A Journal of Policy & Practice*
- AR74. *Alcoholism: Clinical and Experimental Research*
- AR75. *Journal of Substance Use*
- AR76. *Crime Science*
- AR77. *Journal of Research on Adolescence*
- AR78. *Substance Use & Misuse*
- AR79. *Psychiatry Research*
- AR80. *International Review of Victimology*
- AR81. *International Journal of Comparative and Applied Criminal Justice*
- AR82. *Criminology & Public Policy*
- AR83. *Drug & Alcohol Dependence*
- AR84. *Criminology, Criminal Justice, Law & Society*
- AR85. *Journal of Youth Studies*
- AR86. *Psychology of Violence*
- AR87. *Children & Youth Services Review*
- AR88. *International Journal of Law, Crime, & Justice*
- AR89. *The Social Science Journal*
- AR90. *Canadian Journal of Criminology and Criminal Justice*
- AR91. *Journal of Child & Family Studies*
- AR92. *Addiction*
- AR93. *Injury Prevention*
- AR94. *Law & Human Behavior*
- AR95. *Social Science & Medicine*
- AR96. *Journal of Immigrant and Minority Health*
- AR97. *International Journal of Environmental Research & Public Health*
- AR98. *Journal of Human Behavior in the Social Environment*
- AR99. *Policing & Society*
- AR100. *Annals of Epidemiology*

- AR101. *Prevention Science*
- AR102. *Journal of Aggression, Conflict and Peace Research*
- AR103. *Social Behavior & Personality*
- AR104. *Law & Society Review*
- AR105. *Journal of Adolescence*
- AR106. *JMIR Research Protocols*
- AR107. *Preventive Medicine*
- AR108. *Journal of Public  
Administration Research & Theory*
- AR109. *Journal of Criminal Psychology*
- AR110. *Journal of Investigative Psychology and Offender Profiling*
- AR111. *Feminist Criminology*
- AR112. *Springer Nature Social Sciences*
- AR113. *The American Journal of Drug & Alcohol Abuse*

#### **GRANT REVIEWER (GR)**

- GR1. *National Science Foundation*
- GR2. *Centers for Disease Control & Prevention*
- GR3. *Substance Abuse and Mental Health Services  
Administration*
- GR4. *Bureau of Justice Assistance*
- GR5. *National Institute of Justice*
- GR6. *Office of Juvenile Justice & Delinquency Prevention*
- GR7. *Riksbankens Jubileumsfond: The Swedish Foundation for  
the Humanities and Social Sciences*
- GR8. *Harry Frank Guggenheim Foundation*
- GR9. *University of Ottawa, Institute of Mental Health Research*
- GR10. *University of South Carolina, Department of Criminology &  
Criminal Justice, Research Mentorship Grants*
- GR11. *American Psychology Law Society, Pilot Grant Progra*
- GR12. *University of Mississippi, Ralph E. Powe Junior Faculty  
Achievement Nominations*

#### **TEXTBOOK REVIEWER (TR)**

- TR1. *SAGE*
- TR2. *Springer*
- TR3. *Jones & Bartlett Publishers*
- TR4. *Wolters Kluwer*
- TR5. *Routledge*
- TR6. *Elsevier*
- TR7. *Oxford University Press*
- TR8. *Oxford Handbooks Online*

- TR9. *Oxford Bibliographies*
- TR10. *NYU Press*
- TR11. *Cognella*

#### **EXTERNAL TENURE AND/OR PROMOTION CASE REVIEWER (ER)**

- ER1. Arizona State University (Full Professor; 2022)
- ER2. University of North Carolina at Charlotte (Associate Professor, 2022)
- ER3. University of Alabama at Birmingham (Associate Professor, 2021)
- ER4. University of Utah (Mid-Probationary Review; 2021)  
Clemson University (Full Professor; 2021)
- ER5. Iowa State University (Associate Professor; 2020)
- ER6. University of Memphis (Associate Professor; 2020)
- ER7. University of Arkansas (Associate Professor; 2020)
- ER8. Mississippi State University-Meridian (Associate Professor; 2020)
- ER9. University of Louisville (Associate Professor; 2020)
- ER10. University of New Haven (Associate Professor; 2019)
- ER11. Washington State University (Associate Professor; 2018)
- ER12. University of Nebraska, Omaha (Associate Professor; 2018)
- ER13. The City University of New York (Associate Professor; 2018)
- ER14. University of North Carolina at Charlotte (Associate Professor; 2018)
- ER15. University of Texas at Tyler (Associate Professor; 2018)
- ER16. University of Massachusetts Lowell (Full Professor; 2017)

#### **GRADUATE STUDENT SERVICE**

##### **Doctoral Dissertations (D)**

- D1. **Member**, Dissertation Committee, Patricia Collingwood, The University of Queensland. Spring 2020.
- D2. **Chair**, Dissertation Committee, Jennifer Carreon, Texas State University. Fall 2017-Fall 2019.
- D3. **Chair**, Dissertation Committee, Danielle Fenimore, Texas State University. Spring 2018-Spring 2020.
- D4. **Member**, Dissertation Committee, Norair Khachatryan,

University of South Florida. Spring 2019-current.

- D5. **Member**, Dissertation Committee, Kevin Leverenz, Texas State University. Spring 2019-Summer 2019.
- D6. **Member**, Dissertation Committee, Natasha Baloch, University of South Florida. Spring 2018-current.
- D7. **Member**, Dissertation Committee, Tyson Whitten, Griffith University. Spring 2018.
- D8. **Co-Chair**, Dissertation Committee, Wyatt Brown, University of South Florida. Spring 2013-Spring 2016.
- D9. **Member**, Dissertation Committee, Michelle Jeanis, University of South Florida. Summer 2016-Summer 2017.
- D10. **Member**, Dissertation Committee, Alexander Toth, University of South Florida. Spring 2017-Summer 2019.
- D11. **Member**, Dissertation Committee, Caitlyn Meade, University of South Florida. Fall 2016-Spring 2019.
- D12. **Member**, Dissertation Committee, Erin Cotrone, University of South Florida. Fall 2015-Fall 2016.
- D13. **Member**, Dissertation Committee, Sianne Vijay, University of South Florida (Economics). Fall 2014-Fall 2016.
- D14. **Chair**, Dissertation Committee, Nicholas Perez, University of South Florida. Fall 2014-Spring 2016.
- D15. **Member**, Dissertation Committee, Samantha Balemba, Simon Frasier University. Summer 2014-Summer-2014.
- D16. **Member**, Dissertation Committee, Jason Payne, Australian National University. Spring 2014-Spring 2014.
- D17. **Member**, Dissertation Committee, Amy Eggers, University of South Florida. Fall 2013-Fall 2016.
- D18. **Member**, Dissertation Committee, Oliver Chan. University of South Florida. Fall 2011-Spring 2012.
- D19. **Member**, Dissertation Committee, Jennifer Peck.

University of South Florida. Fall 2012-Spring 2014.

- D20. **Member**, Dissertation Committee, Jason Dobrow.  
University of South Florida. Spring 2012-Spring 2016.
- D21. **Member**, Dissertation Committee, Brandy Henderson.  
University of South Florida. Spring 2012-Spring 2015.
- D22. **Co-Chair**, Dissertation Committee, Gena Givens.  
University of South Florida. Spring 2011-Summer 2014.
- D23. **Member**, Dissertation Committee, Carl Root. University of  
South Florida. Fall 2011-Summer 2018.
- D24. **Member**, Dissertation Committee, Lane Kirkland.  
University of South Florida. Fall 2011-Spring 2013.
- D25. **Member**, Dissertation Committee, Christopher Donner.  
University of South Florida. Spring 2012-Spring 2013.
- D26. **Member**, Dissertation Committee, Tara Richards.  
University of South Florida. Fall 2010-Fall 2011.
- D27. **Member**, Dissertation Committee. Michael Caudy.  
University of South Florida. Fall 2010-Summer 2011.
- D28. **Member**, Dissertation Committee, Jennifer Reingle.  
University of Florida. Fall 2010-Summer 2011.
- D29. **Member**, Dissertation Committee, James Ray. University  
of South Florida. Fall 2010-Spring 2011.

**PhD Publishable Paper (DPP)**

- DPP1. **Chair**, Publishable Paper Committee, Jennifer Carreon.  
Texas State University. Spring 2018-Fall 2018.

**Master's Theses (T)**

- T1. **Member**, Master's Thesis. Mason Myers. University of  
Mississippi. Spring 2021-current.
- T2. **Member**, Master's Thesis. Mykle Ayala. Texas State

University. Spring 2019-Spring 2019.

- T3. **Member**, Master's Thesis. Anna Kleppe. University of South Florida. Fall 2015-Summer 2016.
- T4. **Member**, Master's Thesis. Jessica Trapassi. University of South Florida. Summer 2016-Summer 2017.
- T5. **Chair**, Master's Thesis. Maude Beaudry-Cyr. University of South Florida. Spring 2013-Fall 2013.
- T6. **Member**, Master's Thesis. Lance Gilmore. University of South Florida. Fall 2014-Fall 2014.
- T7. **Member**, Master's Thesis. Norair Khachatryan. University of South Florida. Fall 2013-Fall 2014.
- T8. **Member**, Master's Thesis. Melissa Lugo. University of South Florida. Spring 2013-Summer 2013.
- T9. **Chair**, Master's Thesis. Nick Branic. University of South Florida. Fall 2011-Summer 2012.
- T10. **Member**, Master's Thesis. Sarah Ehlke. University of South Florida. Fall 2011-Spring 2013.
- T11. **Member**, Master's Thesis. Tony Madias. University of South Florida. Spring 2011-Spring 2012.
- T12. **Member**, Master's Thesis. Averi Fegadel. University of South Florida. Fall 2011-Spring 2014.
- T13. **Member**, Master's Thesis. Jennifer Peck. University of South Florida. Fall 2010-Spring 2011.
- T14. **Chair**, Master's Thesis. Heather Long. University of Louisville. Fall 2009-Spring 2010.
- T15. **Chair**, Master's Thesis. Margaret Mahoney. University of Louisville. Fall 2008-Spring 2009.
- T16. **Chair**, Master's Thesis. Megan Magers. University of Louisville. Fall 2008-Spring 2009.

### **Master's Professional Paper/Project (MPP)**

- MPP1. **Member**, Professional Paper. Kaylee Kadlubar. Texas State University. Spring 2018.
- MPP2. **Member**, Master's Project. Jerry Banfield. University of South Florida. Fall 2011-Spring 2012.
- MPP3. **Chair**, Master's Project. Melissa Barham. University of South Florida. Fall 2011-Spring 2012.

### **Undergraduate Theses (UT)**

- UT1. **Member**, Undergraduate Honor's Thesis. Zachary Frederick. University of South Florida. Fall 2015-Fall 2015.
- UT2. **Member**, Undergraduate Honor's Thesis. Elizabeth Ellis, University of South Florida. Fall 2015-Spring 2016.
- UT3. **Member**, Undergraduate Honor's Thesis. Kristin Myer, University of South Florida. Fall 2014-Spring 2015.
- UT4. **Chair**, Undergraduate Honor's Thesis. Gabrielle McCoy, University of South Florida. Fall 2010.
- UT5. **Chair**, Undergraduate Honor's Thesis. Ammole Buchanan, University of Florida. Fall 2007.
- UT6. **Member**, Undergraduate Honor's Thesis. Danielle Leon, University of Florida. Spring 2007.

### **PRESENTATIONS (P)**

- P1. Lee, Y., Kim, J., & **Jennings, W.G.** "Association between school bullying victimization and sexual health among South Korean adolescents: The role of teacher and parental attachment." *American Society of Criminology* (Atlanta, GA). November, 2022.
- P2. \*Jossie, M., Vose, B., **Jennings, W.G.**, & Miller, J.M. "Optimizing law enforcement manpower analysis: An enhanced calculation model. *American Society of Criminology* (Atlanta, GA). November, 2022.

- P3. Miller, J.M., **Jennings, W.G.**, & Vose, B.  
 "Demonstrating staffing needs in challenging times: A new and enhanced calculation model. *National Sheriff's Association* (Kansas City, MO). June, 2022.
- P4. Miller, J.M., **Jennings, W.G.**, Vose, B., & \*Koskinen, S.  
 "A theoretically and empirically-informed staffing analysis model for law enforcement. *Academy of Criminal Justice Sciences* (Las Vegas, NV). November, 2021.
- P5. **Jennings, W.G.** "Surviving and thriving in the early years as a new department chair." *American Society of Criminology* (Chicago, IL). November, 2021.
- P6. **Jennings, W.G.** "A review of the effects of the Violence Against Women Act (VAWA) on law enforcement." *American Society of Criminology* (Chicago, IL). November, 2021.
- P7. Miller, J.M., **Jennings, W.G.**, Vose, B., & \*Koskinen, S. "A theoretical and empirically-informed staffing analysis model for law enforcement. *American Society of Criminology* (Chicago, IL). November, 2021.
- P8. Miller, J.M., Jennings, W.G., & Vose, B. "Keynote Address: Meeting staffing needs in challenging times: An enhanced calculation model for evidence-based hiring plans." *Florida Sheriffs Association's Executive Leadership Conference and Fleet Exhibition* (Orlando, FL). November, 2021.
- P9. Stickle, B., Miller, J.M., **Jennings, W.G.**, & Vahldiek, B.  
 "Law enforcement staffing analysis: An application of an enhanced staffing calculation model. *Southern Criminal Justice Association* (Daytona Beach, FL). September, 2021.
- P10. **Jennings, W.G.** "Keynote Address: Widening the net of education, research and scholarship, and service and community engagement in criminology and criminal justice." *Southern Criminal Justice Association* (Daytona Beach, FL). September, 2021.
- P11. Miller, J.M., **Jennings, W.G.**, & Stickle, B. "Law enforcement staffing analysis: An application of an enhanced staffing calculation model in Gallatin, Tennessee. *Tennessee Chapter of the FBI National Academy Associates* (Nashville, TN). August, 2021.



- P12. **Jennings, W.G.**, & Perez, N. "The immediate impact of COVID-19 on law enforcement in the United States." *Academy of Criminal Justice Sciences* (Virtual Conference). April, 2021.
- P13. **Jennings, W.G.** "Surviving and thriving in the first year as a new department chair." *American Society of Criminology* (Washington, DC). November, 2020 (cancelled due to COVID—19).
- P14. **Jennings, W.G.** "The immediate impact of COVID-19 on law enforcement in the United States". *Western Association of Criminal Justice* (Virtual Conference). November, 2020.
- P15. **Jennings, W.G.** Keynote Speaker. "Latino/a early life-course risk and protective factors and evidence-based crime prevention". *Fundación Paz Ciudadana: 11<sup>th</sup> International Conference on Data Management and Analysis for Better Citizen Security and Justice Public Policies* (Santiago, Chile; Virtual Conference). November, 2020.
- P16. **Jennings, W.G.** Invited Panelist. "Law enforcement agency management." National Institute of Justice (NIJ), the RAND Corporation, Police Executive Research Forum (PERF), and RTI International sponsored *Virtual Workshop on the effects of the COVID-19 pandemic on the United States criminal justice system and the communities it serves*. September, 2020.
- P17. **Jennings, W.G.**, Perez, N., Delcher, C., & Wang, Y. "Association between opioid prescribing rates and criminal justice outcomes." *Southern Criminal Justice Association* (Virtual Research Showcase). September, 2020.
- P18. Fenimore, D., **Jennings, W.G.**, Perez, N., & Bishopp, S. "Exploring crime distributions: Victimization by race and ethnicity." *Southern Criminal Justice Association* (Virtual Research Showcase). September, 2020.
- \*Recipient of 2020 Outstanding Faculty Poster Award from the *Southern Criminal Justice Association*.
- P19. **Jennings, W.G.** "Surviving the first year as a new department chair." *Academy of Criminal Justice Sciences* (San Antonio, TX). March, 2020 (cancelled due to COVID—19).

- P20. \*Fenimore, D., **Jennings, W.G.**, & Summers, L. "Harmful by design? Exploring the contextual variability of criminogenic facilities surrounding crime harmspots." *American Society of Criminology* (San Francisco, CA). November, 2019.
- P21. **Jennings, W.G.**, & \*Fenimore, D. "How to get a job in Academia." *Southern Criminal Justice Association* (Nashville, TN). September, 2019.
- P22. \*Fenimore, D., & **Jennings, W.G.** "Contextual variability in biopsychosocial pathways to violent offending." *Western Society of Criminology* (Honolulu, HI). February, 2019.6
- P23. **Jennings, W.G.** Discussant. "Rolf Loeber: Reflections." *American Society of Criminology* (Atlanta, GA). November, 2018.
- P24. **Jennings, W.G.** "Recidivism: Terminology, estimates, & research strategies and suggestions." *National Institute of Criminalistics and Criminology* (Brussels, Belgium). March, 2018.
- P25. **Jennings, W.G.** "An international focus on sex offender recidivism: a review of the evidence from various longitudinal studies and the "effects" of sex offender registration and notification (SORN) policies". *Sex Offenders in and out of Crime Symposium* (Brussels, Belgium). March, 2018.
- P26. \*Rosa, M., Cochran, J., Fox, B., & **Jennings, W.G.** "Profiles of death penalty attitudes: A latent class approach." *Academy of Criminal Justice Sciences* (New Orleans, LA). February, 2018.
- P27. **Jennings, W.G.** Discussant. "Understanding discipline norms in terms of publishing, peer review, open access, data, metrics Lunch & Learn". *Texas State University* (San Marcos, TX). February, 2018.
- P28. **Jennings, W.G.**, Loeber, R., Ahonen, L., Piquero, A.R., & Farrington, D.P. "An examination of developmental patterns of chronic offending from self-report records and official data: Evidence from the Pittsburgh Girls Study". *American Society of Criminology* (Philadelphia, PA). November, 2017.

- P29. **Jennings, W.G.**, \*Valentin Rosa, M., & Fox, B.H. "Do developmental/life-course (DLC) risk factors equally predict sexual and non-sexual offending among at-risk juveniles?" *American Society of Criminology* (Philadelphia, PA). November, 2017.
- P30. Loeber, R., Ahonen, L., **Jennings, W.G.**, & Piquero, A.R. "Key findings on girls' delinquency based on two longitudinal studies and one early intervention study." *American Society of Criminology* (Philadelphia, PA). November, 2017.
- P31. **Jennings, W.G.** "A comprehensive analysis of the effects of sex offender registration and community notification policies: Evidence from two states." Department of Criminology and Criminal Justice (Jacksonville, FL). November, 2017.
- P32. **Jennings, W.G.** "Meet the Editors". *Southern Criminal Justice Association* (New Orleans). September, 2017.
- P33. **Jennings, W.G.** "Criminal career research and sex offender policy: The United States Experience." *Sex Offenders: A Criminal Career Approach Symposium* (Amsterdam, Netherlands). December, 2016.
- P34. Rocque, M.R., **Jennings, W.G.**, Piquero, A.R., \*Ozkan, T., & Farrington, D.P. "The importance of school attendance: Findings from the Cambridge Study in Delinquent Development." *American Society of Criminology* (New Orleans, LA). November, 2016.
- P35. **Jennings, W.G.** Participant. "Journal Committee Roundtable with Editors." *American Society of Criminology* (New Orleans, LA). November, 2016.
- P36. **Jennings, W.G.** "Meet the Editors". *Southern Criminal Justice Association* (Savannah, GA). September, 2016.
- P37. Tomsich, E., Richards, T., **Jennings, W.G.**, & Gover, "Child maltreatment and dating violence: The victim-offender overlap." *Academy of Criminal Justice Sciences* (Denver, CO). March, 2016.

- P38. Theobald, D., Farrington, D.P., Ttofi, M.M., **Jennings, W.G.**, Piquero, A.R. "Continuity of cannabis use and violent offending over the life-course." *American Society of Criminology* (Washington, DC). November, 2015.
- P39. Cochran, J., Brown, W., **Jennings, W.G.**, Smith, M.D., Bjerregaard, B., & Fogel, S. "Overkill: An examination of comparatively excessive death sentences in North Carolina 1977-2010." *American Society of Criminology* (Washington, DC). November, 2015.
- P40. **Jennings, W.G.** Chair. "Successes & areas for improvement in mentoring Ph.D. students." *American Society of Criminology* (Washington, DC). November, 2015.
- P41. \*Lynch, M., **Jennings, W.G.**, & Fridell, L. "The implementation of police officer body-worn cameras in Florida: A preliminary comparison." *American Society of Criminology* (Washington, DC). November, 2015.
- P42. Henderson, B.B., Jones, S., & **Jennings, W.G.** "Exploring the interactive effects of social learning theory components and psychopathy on serious juvenile delinquency." *American Society of Criminology* (Washington, DC). November, 2015.
- P43. **Jennings, W.G.** Chair. "How to get a tenure track job: Preparing the best application and navigating the politics." *American Society of Criminology* (Washington, DC). November, 2015.
- P44. **Jennings, W.G.**, Richards, T., Tomsich, E., & Gover, A. "Investigating the victim-offender overlap in intimate partner violence: Does social learning matter". *Southern Criminal Justice Association* (Charleston, SC). September, 2015.
- P45. **Jennings, W.G.** "Meet the Editors". *Southern Criminal Justice Association* (Charleston, SC). September, 2015.
- P46. Maldonado-Molina, M., **Jennings, W.G.**, Kominsky, T., Delcher, C., & Komro, K.A. "Risk for DUI among American Indian and White Adolescents." *Society for Prevention Research* (Washington, DC). May, 2015.

- P47. Gover, A., **Jennings, W.G.**, Park, M., Richards, T., Tomsich, E., & Powers, R. "Using a causal inference approach to examine the relationship between child abuse and adult dating violence perpetration and victimization among a South Korean sample of young adults. *Academy of Criminal Justice Sciences* (Orlando, FL). March, 2015.
- P48. \*Lynch, M., **Jennings, W.G.**, & Fridell, L. "Cameras & Cops: Evidence from police officer body-worn cameras in Orlando, FL." *Academy of Criminal Justice Sciences* (Orlando, FL). March, 2015.
- P49. Cochran, J., **Jennings, W.G.**, \*Wholl, D., Smith, M.D., Fogel, S., & Bjerregaard, B. "Rape, race, and capital punishment: An enduring cultural legacy?" *Academy of Criminal Justice Sciences* (Orlando, FL). March, 2015.
- P50. **Jennings, W.G.**, & Fox, B. "How to write a methodology and results section for empirical research." *Academy of Criminal Justice Sciences* (Orlando, FL). March, 2015.
- P51. **Jennings, W.G.** "Author Meets Critics: *Offending from childhood to late middle age: Recent results from the Cambridge Study in Delinquent Development*". *Academy of Criminal Justice Sciences* (Orlando, FL). March, 2015.
- P52. **Jennings, W.G.** Park, M., Richards, T., Tomsich, E., Gover, A., & Powers, R. "Examining the cycle of violence in South Korea: A propensity score matching approach." *Southern Criminal Justice Association* (Clearwater Beach, FL). September, 2014.
- P53. \*Henderson, B., **Jennings, W.G.**, & Jones, S. "Social learning theory and psychopathy: An Integrative perspective. *Southern Criminal Justice Association* (Clearwater Beach, FL). September, 2014.
- P54. **Jennings, W.G.**, Park, M., Richards, T., Tomsich, E., Gover, A., & Powers, R. "On the relationship between child abuse and adult dating violence Perpetration and Victimization from a Causal Inference Approach with a South Korean sample of college students." *American Society of Criminology* (San Francisco, CA). November, 2014.

- P55. Givens, E., Reid, J.A., **Jennings, W.G.**, & Jones, S. "Developmental trajectories of physical aggression and nonaggressive rule-breaking during childhood and early adolescence. *American Society of Criminology* (San Francisco, CA). November, 2014.
- P56. \*Lynch, M., Fridell, L., & **Jennings, W.G.** "Evaluating the impact of police officer body-worn cameras." *American Society of Criminology* (San Francisco, CA). November, 2014.
- P57. Connell, N.M., Barbieri, N., **Jennings, W.G.**, & Reingle, J.M. "Arrest as a way out: Understanding the needs of human sex trafficking victims identified by law enforcement." *American Society of Criminology* (San Francisco, CA). November, 2014.
- P58. \*Cardwell, S.M., Piquero, A., **Jennings, W.G.**, & Copes, H. "Variability in moral disengagement and criminal offending in a sample of serious youthful offenders. *American Society of Criminology* (San Francisco, CA). November, 2014.
- P59. \*Lynch, M., **Jennings, W.G.**, & Fridell, L. "Evaluating body-worn cameras in policing: Preliminary evidence from the Orlando experience." SPIAA Annual Training Conference (Tampa, FL). July, 2014.
- P60. **Jennings, W.G.** "On the importance of the *Journal of Criminal Justice Education: A historical analysis using an alternative method.*" *Academy of Criminal Justice Sciences* (Philadelphia, PA). February, 2014.
- P61. \*Beaudry-Cyr, M., **Jennings, W.G.**, Zgoba, K., & Tewksbury, R. "A life-course approach to sexual offending: Examining the continuity of juvenile sexual offending into adulthood and subsequent patterns of recidivism. *Academy of Criminal Justice Sciences* (Philadelphia, PA). February, 2014.
- P62. Tomsich, E., Richards, T., **Jennings, W.G.**, & Gover, A. "An examination of survival time and predictors of recidivism among a cohort of domestic violence offenders." *Academy of Criminal Justice Sciences* (Philadelphia, PA). February, 2014.

- P63. Tomsich, E., **Jennings, W.G.**, Richards, T., Gover, A, & Powers, R. (2013). "A critical examination of the causal link between child abuse and adult dating violence perpetration and victimization from a propensity-score matching approach." *Academy of Criminal Justice Sciences* (Philadelphia, PA). February, 2014.
- P64. Donner, C., & **Jennings, W.G.** "Low self-control and police deviance: Applying Gottfredson and Hirschi's general theory to officer misconduct." *American Society of Criminology* (Atlanta, GA). November, 2013.
- P65. \*Fegadel, A., Heide, K., **Jennings, W.G.**, & Jones, S. "Juvenile and adult involvement in double parricide and familicide in the U.S." *American Society of Criminology* (Atlanta, GA). November, 2013.
- P66. **Jennings, W.G.**, \*Henderson, B., & Khey, D. "A descriptive examination of co-authorship characteristics among criminology and criminal justice academic 'stars.'" *Southern Criminal Justice Association* (Virginia Beach, VA). September, 2013.
- P67. Reingle, J., **Jennings, W.G.**, Connell, N., Businelle, & Chartier, K. "The event-specific etiology of intimate partner violence: The role of alcohol use and psychiatric conditions." *College on Problems of Drug Dependence* (San Diego, CA). June, 2013.
- P68. \*Ehlke, S., Cohn, A., Heide, K., **Jennings, W.G.**, & Cameron, A. "Rape myth acceptance and implicit alcohol-guilt associations: The moderating role of sexual victimization history." *Research Society on Alcoholism* (Orlando, FL). June, 2013.
- P69. Piquero, A.R., **Jennings, W.G.**, Diamond, B., & Reingle, J. "A meta-analytic review of ethnicity, race, gender, and age as moderators of violent recidivism: A focus on correctional interventions." *Society for Prevention Research* (San Francisco, CA). May, 2013.
- P70. **Jennings, W.G.** "Sex offenders: Relating research to policy." *Academy of Criminal Justice Sciences* (Dallas, TX). March, 2013.

- P71. Reingle, J., **Jennings, W.G.**, Maume, M., & Komro, K.A. "The substance-related etiology of teen dating violence victimization: Does gender matter? *Academy of Criminal Justice Sciences* (Dallas, TX). March, 2013.
- P72. Alvarez-Rivera, L.L., **Jennings, W.G.**, & Lanza-Kaduce, L. "Paternal attachment and Hispanics: Discovering the link between attachment and self-control." *American Society of Criminology* (Chicago, IL). November, 2012.
- P73. \*Branic, N., **Jennings, W.G.**, Boggess, L., & Powers, R. "The walls are closing in: The impact of gated communities on property crime victimization risk." *American Society of Criminology* (Chicago, IL). November, 2012.
- P74. **Jennings, W.G.**, Zgoba, K., & Tewksbury, R. "A longitudinal study of recidivism trajectories and collateral consequences of offenders released since SORNA. *Association for the Treatment of Sexual Abusers*. (Denver, CO). October, 2012.
- P75. **Jennings, W.G.**, Zgoba, K., \*Donner, C., \*Henderson, B., & Tewksbury, R. "Considering specialization/versatility as an unintended collateral consequence of SORN." *Southern Criminal Justice Association* (Atlantic Beach, FL). September, 2012.
- P76. **Jennings, W.G.** "Getting a job." *Academy of Criminal Justice Sciences* (New York, NY). March, 2012.
- P77. \*Eggers, A., & **Jennings, W.G.** "The effects of social influences and birth status on violent victimization." *Academy of Criminal Justice Sciences* (New York, NY). March, 2012.
- P78. **Jennings, W.G.** "Author meets critics." *Academy of Criminal Justice Sciences* (New York, NY). March, 2012.
- P79. \*Banfield, J., **Jennings, W.G.**, & Fridell, L. "The general nature of online deviance among college students." *Academy of Criminal Justice Sciences* (New York, NY). March, 2012.
- P80. \*Donner, C., Fridell, L., & **Jennings, W.G.** "Analyzing the relationship between procedural justice and the desire for career advancement among police sergeants." *Academy of Criminal Justice Sciences* (New York, NY). March, 2012.



- P81. \*Banfield, J., Fridell, L., & **Jennings, W.G.** "Applying self-control theory to online deviance." *Academy of Criminal Justice Sciences (New York, NY)*. March, 2012.
- P82. Maschi, T., **Jennings, W.G.**, Zgoba, K., \*Suftin, S., & \*Ristow, J. "Traumatic stressors, coping resources, and well-being among older adults in prison: Forging a social work response." *Society of Social Work and Research (Washington, DC)*. January, 2012.
- P83. Tewksbury, R., **Jennings, W.G.**, & Zgoba, K. "A longitudinal examination of sex offender recidivism prior to and following the implementation of SORN." *Association for the Treatment of Sexual Abuse (Toronto, CA)*. November, 2011.
- P84. **Jennings, W.G.**, Park, M., \*Tomsich, E., Gover, A., & Akers, R. "Assessing the overlap in dating violence perpetration and victimization among South Korean college students." *American Society of Criminology (Washington, DC)*. November, 2011.
- P85. Ray, J.V., Jones, S.J., Lynch, M.J., Mitchell, O.J., **Jennings, W.G.**, & Loughran, T. "Developmental trajectories of self-control: Assessing the stability hypothesis." *American Society of Criminology (Washington, DC)*. November, 2011.
- P86. \*Donner, C., **Jennings, W.G.**, & Fridell, L. "The relationship between organizational commitment and aspirations for career advancement among police supervisors." *American Society of Criminology (Washington, DC)*. November, 2011.
- P87. Reingle, J., Maldonado-Molina, M., **Jennings, W.G.**, Komro, K.A., Shuster, J., & McCarty, C. "Trajectories of serious violence in a nationally representative, longitudinal sample." *American Society of Criminology (Washington, DC)*. November, 2011.
- P88. Alvarez-Rivera, L.L., & **Jennings, W.G.** "Maternal attachments and self-control: Exploring the cross-cultural applicability of a general theory." *American Society of Criminology (Washington, DC)*. November, 2011.

- P89. Zgoba, K., Tewksbury, R., & **Jennings, W.G.** "A Longitudinal examination of sex offender recidivism prior to and following the implementation of SORN." *American Society of Criminology (Washington, DC)*. November, 2011.
- P90. Reingle, J., **Jennings, W.G.**, & Maldonado-Molina, M. "Gender differences in the direct and indirect effects of multi-level risk and protective factors on trajectories of violence among Hispanic adolescents. *Southern Criminal Justice Association (Nashville, TN)*. September, 2011.
- P91. **Jennings, W.G.**, Khey, D.N., \*Maskaly, J., & \*Donner, C. "Evaluating the relationship between law enforcement and school security measures and violent crime in schools." *Southern Criminal Justice Association (Nashville, TN)*. September, 2011.
- P92. Reingle, J., **Jennings, W.G.**, & Maldonado-Molina, M. "Gender differences in the direct and indirect effects of multi-level risk and protective factors on trajectories of violence among Hispanic adolescents. *National Hispanic Science Network (Miami, FL)*. August, 2011.
- P93. Piquero, A.R., **Jennings, W.G.**, & Farrington, D.P. "On the malleability of self-control: Theoretical and policy implications regarding a general theory of crime." *Academy of Criminal Justice Sciences (Toronto, Canada)*. March, 2011.
- P94. Gover, A.R., Park, M., \*Tomsich, E., & **Jennings, W.G.** "Dating violence perpetration and victimization among South Korean college students: A focus on gender and childhood maltreatment. *American Society of Criminology (San Francisco, CA)*. November, 2010.
- P95. Zgoba, K., Pizarro, J., & **Jennings, W.G.** "Assessing the interaction of offender and victim lifestyle characteristics for differentiating homicide incidents." *American Society of Criminology (San Francisco, CA)*. November, 2010.
- P96. Maldonado-Molina, M., \*Reingle, J., **Jennings, W.G.**, Tobler, A., & Komro, K.A. "Trajectories of physical aggression among Hispanic urban adolescents and young adults: An application of latent trajectory modeling from ages 12 to 18." *University of South Florida, College of Behavioral and Community Sciences Fall Assembly (Tampa, FL)*. October, 2010.

- P97. Maldonado-Molina, M., Reingle, J., **Jennings, W.G.**, & Prado, W. "Drinking and driving among Hispanic immigrant and US-born young adults: Results from a longitudinal and nationally representative study." *National Hispanic Science Network* (New Orleans, LA). October, 2010.
- P98. \*Reingle, J., Maldonado-Molina, M., **Jennings, W.G.**, Tobler, A., & Komro, K. "Trajectories of physical aggression among Hispanic urban adolescents and young adults: An application of latent trajectory modeling from ages 12 to 18." *National Hispanic Science Network* (New Orleans, LA). October, 2010.
- P99. Maldonado-Molina, M., \*Reingle, J., **Jennings, W.G.**, Tobler, A., & Komro, K.A. "Trajectories of physical aggression among Hispanic urban adolescents and young adults: An application of latent trajectory modeling from ages 12 to 18." *Southern Criminal Justice Association (Clearwater Beach, FL)*. September, 2010.
- P100. Cohen, M.A., Piquero, A.R., & **Jennings, W.G.** "Monetary costs of gender and ethnicity disaggregated group-based offending." *Southern Criminal Justice Association (Clearwater Beach, FL)*. September, 2010.
- P101. Tewksbury, R., **Jennings, W.G.**, & Vito, G. "Recidivism among sex offenders and commuted sentence inmates." *Kentucky Council on Crime and Delinquency (Lexington, KY)*. September, 2010.
- P102. Maldonado-Molina, M., \*Reingle, J., **Jennings, W.G.**, Tobler, A., & Komro, K.A. "Trajectories of physical aggression among urban youth: An application of latent trajectory modeling." *Society for Prevention Research (Denver, CO)*. June, 2010.
- P103. Mahoney, M., Khey, D., & **Jennings, W.G.** "Exploring the factors related to the continuity of offending from adolescence to young adulthood among college students." *Academy of Criminal Justice Sciences (San Diego, CA)*. March, 2010.
- P104. Piquero, A.R., Zimring, F., **Jennings, W.G.**, & Hays, S. "Investigating the continuity of sex offending: Evidence from the Second Philadelphia Birth Cohort." *Academy of Criminal Justice Sciences (San Diego, CA)*. March, 2010.

- P105. Gibson, C., Miller, J.M., **Jennings, W.G.**, Swatt, M., & Gover, A.R. "Using propensity score matching to understand the relationship between gang membership and violent victimization: A research note. *Academy of Criminal Justice Sciences (San Diego, CA)*. March, 2010.
- P106. Gover, A.R., **Jennings, W.G.**, & Tewksbury, R. Adolescent male and female gang members' experiences of violent victimization, dating violence, and sexual assault. *Academy of Criminal Justice Sciences (San Diego, CA)*. March, 2010.
- P107. Maldonado-Molina, M., **Jennings, W.G.**, & Komro, K.A. "Alcohol prevention among adolescents." *Substance Abuse and Mental Health Services Administration, Minority Fellowship Program (Washington DC)*. February, 2010.
- P108. Higgins, G., **Jennings, W.G.**, & \*Mahoney, M. "Developmental trajectories of maternal and paternal attachment and delinquency in adolescence." *American Society of Criminology (Philadelphia, PA)*. November, 2009.
- P109. Gover, A.R., **Jennings, W.G.**, Park, M., & Tomsich, E.A. "Dating violence among students attending college in the U.S. and Korea: A cross-cultural comparison. *American Society of Criminology (Philadelphia, PA)*. November, 2009.
- P110. Zimring, F.E., **Jennings, W.G.**, Piquero, A.R., & Hays, S. "Investigating the continuity of sex offending: Evidence from the Second Philadelphia Birth Cohort." *American Society of Criminology (Philadelphia, PA)*. November, 2009.
- P111. **Jennings, W.G.**, Maldonado-Molina, M., Piquero, A., \*Reingle, J., & Canino, G. "Investigating the role of gender and delinquency in exposure to violence among Hispanic youth." *National Hispanic Science Network (Miami, FL)*. October, 2009.
- P112. **Jennings, W.G.**, Khey, D.N., Lanza-Kaduce, L., & Frazier, C. "An exploration into the factors associated with specialization among college student computer criminals." *Southern Criminal Justice Association (Charleston, SC)*. September, 2009.

- P113. Pérez, D.M., **Jennings, W.G.**, Gover, A.R. "Treating rapists and sex offenders: Sex offender programming and recidivism." *Academy of Criminal Justice Sciences (Boston, MA)*. March, 2009.
- P114. Piquero, A.R., **Jennings, W.G.**, & Gover, A. "Integration of criminal justice and mental health service systems for crime victims." *National Institute of Mental Health Consortium (Washington, DC)*. January, 2009.
- P115. **Jennings, W.G.**, & \*Mahoney, M. "Examining delinquent trajectories among status offenders." *Southern Criminal Justice Association (New Orleans, LA)*. October, 2008.
- P116. Gibson, C., Miller, J.M., & **Jennings, W.G.** "Gang membership and violent victimization: Using propensity scoring to assess facilitation, enhancement, and selection. *Southern Criminal Justice Association (New Orleans, LA)*. October, 2008.
- P117. Piquero, A.R., Farrington, D.P., Welsh, B.C., Tremblay, R., & **Jennings, W.G.** "Effects of early family/parent training programs on antisocial behavior and delinquency." *Jerry Lee Symposium (Adelphi, MD)*. May, 2008.
- P118. Piquero, A.R., Maldonado-Molina, M.M., **Jennings, W.G.**, Bird, H., & Canino, G. "Trajectories of delinquent behaviors among Puerto Rican children and adolescents at two sites." John Jay College of Criminal Justice, International Conference: Justice and Policing in Diverse Societies. (*San Juan, Puerto Rico*). June, 2008.
- P119. Maldonado-Molina, M.M., Piquero, A.R., **Jennings, W.G.**, Bird, H., & Canino, G. "Trajectories of delinquent behaviors among Puerto Rican children and adolescents at two sites." *Society for Prevention Research (San Francisco, CA)*. May, 2008.
- P120. Piquero, A.R., **Jennings, W.G.**, Maldonado-Molina, M., Bird, H., & Canino, G. "Trajectories of delinquent behaviors among Puerto Rican children and adolescents in New York and Puerto Rico." *Society for Research on Adolescence (Chicago, IL)*. March, 2008.

- P121. Miller, H.V., Miller, J.M., **Jennings, W.G.**, & \*Barnes, J.C. "Mexican-American youth drug use and acculturation: A note on the mitigating effects of contextual dynamics." *Academy of Criminal Justice Sciences (Cincinnati, OH)*. March, 2008.
- P122. Ventura, H., **Jennings, W.G.**, \*Alvarez-Rivera, L.L., & Miller, J.M. "Explaining substance use among Puerto Rican adolescents: A partial test of social learning theory." *American Society of Criminology (Atlanta, GA)*. November, 2007.
- P123. Zimring, F., **Jennings, W.G.**, Piquero, A.R., & Hays, S. "The predictive power of juvenile sex offending: Evidence from the Second Philadelphia Birth Cohort Study." *Conference on Empirical Legal Studies (New York University School of Law, NY)*. November, 2007.
- P124. **Jennings, W.G.**, Maldonado-Molina, M.M., Piquero, A.R., Bird, H., & Canino, G. "Trajectories of delinquent behaviors among Puerto Rican children and adolescents at two sites." *National Hispanic Science Network (Miami Beach, FL)*. September, 2007.
- P125. **Jennings, W.G.**, Pérez, D.M., & Gover, A.R. "Specifying general strain theory: An ethnically-relevant approach." *Academy of Criminal Justice Sciences (Seattle, WA)*. March, 2007.
- P126. **Jennings, W.G.**, & Alvarez-Rivera, L.L. "An examination of self-control and institutional attachment among Puerto Ricans." *Academy of Criminal Justice Sciences (Seattle, WA)*. March, 2007.
- P127. Alvarez-Rivera, L.L., & **Jennings, W.G.** "The effects of parental attachment on self-control: A look at attachments among Puerto Rican high school students." *American Society of Criminology (Los Angeles, CA)*. November, 2006.
- P128. **Jennings, W.G.** "Regional variations in punitiveness for white-collar offenders: A re-analysis of the crisis in the savings and loan industry." *University of Florida. Department of Criminology, Law, & Society (Gainesville, FL)*. April, 2006.

- P129. **Jennings, W.G.**, & Alvarez-Rivera, L.L. "Let kids be kids?? A comparative analysis of the impact of alternative rationales for managing status offenders." *Academy of Criminal Justice Sciences (Baltimore, MD)*. March, 2006.
- P130. **Jennings, W.G.**, & Alvarez-Rivera, L.L. "Status offending and self-control: An extension of a general theory of crime." *American Society of Criminology (Toronto, Canada)*. November, 2005.
- P131. **Jennings, W.G.** "The development of a risk assessment tool for local law enforcement agencies." *Graduate Student Colloquium (Columbia, SC)*. April, 2004.

*\*denotes presentation with a graduate student*

## **PROFESSIONAL SERVICE**

### **Administrative**

**Chair**, Department of Criminal Justice & Legal Studies (formerly the Department of Legal Studies; name change in 2020), University of Mississippi. 2019-current.

**Member**, Chair Workshop Committee. University of Mississippi. 2022-current.

**Participant**, *Mississippi Sheriffs' Association Conference*. Biloxi, MS. June 2021.

**Chair**, Coordinator of Advising, Recruitment, and Retention Search Committee. Department of Criminal Justice & Legal Studies, University of Mississippi. Spring 2021.

**Participant**, *Leadercast 2019*, University of Mississippi. July 2019.  
**Co-Chair**, SACSCOC QEP Task Force, Texas State University. 2018-2019.

**Doctoral Program Coordinator**, School of Criminal Justice, Texas State University. 2017-2019.

**Participant**, *SACSCOS Annual Meeting*. New Orleans, LA. December, 2018.

**Participant**, SACSCOC Summer Institute on Quality Enhancement and Accreditation. Atlanta, GA. July 2018.

**Chair**, Administrative Assistant II Search Committee, School of Criminal Justice, Texas State University. Spring 2018.

**Undergraduate Director**, Department of Criminology, University of South Florida. 2015-2017.

**Director**, Undergraduate Honors Program, Department of Criminology, University of South Florida. 2015-2017.

**Associate Chair**, Department of Criminology, University of South Florida. 2014-2017.

**Member**, Executive Committee, Department of Criminology, University of South Florida. 2014-2017.

**Chair**, Tenure & Promotion Committee, Department of Criminology, University of South Florida. Fall 2016.

**Chair**, Instructor Promotion Committee, Department of Criminology, University of South Florida. Fall 2016.

**Chair**, Tenure & Promotion Committee, Department of Criminology, University of South Florida. Fall 2014.

**Chair**, Mid-Tenure & Promotion Committee, Department of Criminology, University of South Florida. Spring 2015.

**Chair**, Evaluation Committee, Department of Criminology, University of South Florida. 2014-2017.

**Member**, Internship Coordinator Search Committee, Department of Criminology, University of South Florida. 2016.

**Member**, Academic Advisor II Search Committee, Department of Criminology, University of South Florida. 2015.

**Member**, Academic Advisor Search Committee, Department of Criminology, University of South Florida. 2015.

**Member**, Administrative Specialist Search Committee, Department of Criminology, University of South Florida. 2014.



### **University/College/School**

**Member**, Manager of Marketing & Communications Search Committee, School of Applied Sciences. Summer 2022.

**Member**, Interdisciplinary Graduate Minor in Applied Statistics (GMAS) committee. University of Mississippi. Fall 2021-current.

**Member**, Remote Proctoring Task Force. University of Mississippi. Summer 2021-current.

**Member**, Tenure and Promotion Review Committee. University of Mississippi. 2021-2023.

**Member**, University of Mississippi Certified COVID-19 Contact Tracing Team. University of Mississippi. Fall 2020-Spring 2021.

**Member**, School of Applied Sciences Advisory Board. University of Mississippi. 2021-current.

**Member**, Bright Pathways to Academic Co-Curricular Engagement Task Force. University of Mississippi. 2020-current.

**Member**, Academic Freedom and Faculty Responsibility Committee. University of Mississippi. 2020-current.

**Member**, Taylor Medal Committee, University of Mississippi. 2020.

**Member**, Executive Committee, School of Applied Sciences. University of Mississippi. 2021-current.

**Chair**, Curriculum & Policy Revision Committee, School of Applied Sciences. University of Mississippi. 2019-current.

**Member**, Department Chairs Council. University of Mississippi. 2019-current.

**Member**, Department Chair Search Committee. Department of Social Work. University of Mississippi. 2019-current.

**Member**, IHL Military Credit Review Committee, School of Applied Sciences. University of Mississippi. 2019.

**Member**, Applied Baccalaureate Degree Committee, Division of Outreach. University of Mississippi. 2019-current.

**Member**, Curriculum & Policy Committee, School of Applied Sciences. University of Mississippi. 2019-current.

**Member**, Graduate Council. Texas State University. 2017-2019.

**Member**, University Distinguished Professor Review Committee. Texas State University, 2018.

**Member**, Tenure and Promotion Policy Committee, College of Applied Arts. Texas State University. 2017-2018.

**Member**, Internal Grant Awards Committee, College of Behavioral and Community Sciences. University of South Florida. Fall 2016.

**Member**, Study Abroad Scholarship Committee, College of Behavioral and Community Sciences, University of South Florida. 2016-2017.

**Member**, Common Prerequisites Discipline Committee, University of South Florida. 2016-2017.

**Member**, Faculty Council, College of Behavioral and Community Sciences, University of South Florida. 2011-2013.

### **Department**

**Member**, Master's Capstone Project Committee, Department of Criminal Justice & Legal Studies. University of Mississippi. 2020-current.

**Member**, Undergraduate Committee, Department of Criminal Justice & Legal Studies. University of Mississippi. 2019-current.

**Member**, Graduate Committee. Department of Criminal Justice & Legal Studies. University of Mississippi. 2019-current.

**Chair**, Doctoral Executive Committee, School of Criminal Justice. Texas State University. 2017-2019.

**Chair**, Doctoral Qualifying Exam Committee, School of Criminal Justice. Texas State University. 2017-2019.

**Chair**, Doctoral Admissions Committee, School of Criminal Justice. Texas State University. 2017-2019.

**Associate Chair**, Personnel Committee, School of Criminal Justice. Texas State University. 2017-2019.

**Member**, Curriculum Committee, School of Criminal Justice. Texas State University. 2017-2019.

**Member**, Executive Subcommittee, School of Criminal Justice. Texas State University. 2017-2019.

**Member**, MSCJ Research Track Committee, School of Criminal Justice. Texas State University. 2017-2019.

**Member**, Publications Standards Committee, School of Criminal Justice. Texas State University. 2017-2019.

**Member**, Assistant Professor Search Committee, School of Criminal Justice. Texas State University. 2017-2019.

**Member**, Associate/Full Professor Search Committee, School of Criminal Justice. Texas State University. 2017.

**Computer Representative**, Department of Criminology, University of South Florida. 2010-2017.

**Member**, Open Rank Tenure-Track Search Committee (for two positions), Department of Criminology, University of South Florida. 2015.

**Chair**, Visiting Instructor Search Committee, Department of Criminology, University of South Florida. 2015.

**Chair**, Undergraduate Committee, Department of Criminology, University of South Florida. 2015-2017.

**Member**, Faculty Evaluations Guidelines Committee, Department of Criminology, University of South Florida. 2015.

**Member**, New Tenure and Promotion and Annual Faculty Evaluation Guidelines Committee, Department of Criminology, University of South Florida. 2014-2015.

**Member**, Comprehensive Exam Committee, Department of Criminology, University of South Florida. 2015.

**Member**, Open Rank Tenure-Track Search Committee, Department of Criminology, University of South Florida. 2014.

**Member**, Assistant Professor Search Committee, Department of Criminology, University of South Florida. 2014.

**Member**, Evaluation Committee, Department of Criminology, University of South Florida. 2013-2014

**Member**, Comprehensive Exam Committee, Department of Criminology, University of South Florida. 2011-2013.

**Member**, Instructor Search Committee, Department of Criminology, University of South Florida. 2011-2012.

**Member**, Assistant Professor Search Committee, Department of Criminology, University of South Florida. 2011.

**Member**, Visiting Assistant Professor Search Committee, Department of Criminology, University of South Florida. 2011.

**Member**, Visiting Instructor Search Committee, Department of Criminology, University of South Florida. 2011.

**Member**, Department Chair Search Committee, Department of Criminology, University of South Florida. 2010-2011.

**Member**, Scheduling Committee, Department of Justice Administration, University of Louisville. 2008-2010.

### **Discipline**

**Member**, Campbell Collaboration Crime and Justice Group Coordinating Committee (CJCG). 2021-current.

**Chair**, Panel, "Crime and justice during the pandemic", *Academy of Criminal Justice Sciences (Virtual Conference)*. 2021.

**2<sup>nd</sup> Vice President** (2017-2018), **1<sup>st</sup> Vice President** (2018-2019), **President** (2019-2020), and **Immediate Past President** (2020-2021). *Southern Criminal Justice Association*. 2017-2021.

**Member**, Program Committee, *Academy of Criminal Justice Sciences*. Chair of "Developmental and Life Course Theory" section. 2019.

**Participant**, *Innovations Suite Researcher-Practitioner Fellows Academy*. Denver, CO. August 2018.

**Chair**, SCJA Awards Committee, *Southern Criminal Justice Association*. 2018.

**Member**, Outstanding Educator of the Year Award. *Southern Criminal Justice Association*. 2017-2019.

**Member**, *American Journal of Criminal Justice* Editor Search Committee. *Southern Criminal Justice Association*. 2016-2017.

**Member**, *Journal of Criminal Justice Education* Editor Search Committee, *Academy of Criminal Justice Sciences*. 2016-2017.

**Member**, Program Committee, *Academy of Criminal Justice Sciences*. Chair of "Research Methods" section. 2018.

**Chair**, ACJS Awards Committee, *Academy of Criminal Justice Sciences*. 2017-2018.

**Deputy Chair**, ACJS Awards Committee, *Academy of Criminal Justice Sciences*. 2016-2017.

**Member**, *Justice Quarterly* Editor Search Committee, *Academy of Criminal Justice Sciences*. 2015-2016.

**Participant**, *Fifth National Summit on Preventing Youth Violence*. Office of Juvenile Justice & Delinquency Prevention. Baltimore, MD. June 2016.

**Member**, Journals Committee, Division of Policing, *American Society of Criminology*. 2015-2018.

**Chair**, Simon/Anderson Outstanding Paper Award Committee, *Academy of Criminal Justice Sciences*. 2015.

**Member**, Program Committee, *Academy of Criminal Justice Sciences*. Chair of "Research and Pictorial Showcase" section. 2015.

**Member**, Developmental Life-Course Criminology Awards Committee, *American Society of Criminology*. 2014-current.

**Chair**, Panel, "Recent empirical advances in dating violence research: Rigorous approaches to examining gender and outcomes of childhood abuse", *Academy of Criminal Justice Sciences (Philadelphia, PA)*. 2014.

**Member**, Mentoring Committee, *American Society of Criminology*. 2015

**Member**, Constitution and Bylaws Committee, *Academy of Criminal Justice Sciences*. 2013-2017.

**Member**, Program Committee, *Academy of Criminal Justice Sciences*. Chair of "Quantitative Methods" section. 2014.

**Chair**, Minority Mentorship Grant Award Committee, *Academy of Criminal Justice Sciences*. 2014.

**Member**, Program Committee, *Academy of Criminal Justice Sciences*. Chair of "Quantitative Methods" section. 2013.

**Member**, Program Committee, *Academy of Criminal Justice Sciences*. Co-Chair of "Criminological Theories" section. 2012.

**Participant**, *Penn State Methodology Center's Summer Institute on Innovative Methods Workshop*. 2012.

**Member**, Program Committee, *Academy of Criminal Justice Sciences*. Chair of "Life-course and criminal careers" section. 2011.

**Chair**, Panel, "Sweet Child of Mine: Problems in the Juvenile Courts." *Southern Criminal Justice Association (Clearwater Beach, FL)*. 2010

**Member**, Executive Board of Directors, *Southern Criminal Justice Association*. 2011-current.

**Director-at-Large**, *Southern Criminal Justice Association*. 2009-2011.

**Chair**, Constitution and Bylaws Committee, *Southern Criminal Justice Association*. 2009-2012.

**Member**, Teller Committee, *Southern Criminal Justice Association*. 2011.

**Member**, Budget & Finance Committee, *Southern Criminal Justice Association*. 2009-2010.

**Participant**, Annual ACJS Professional Development Teaching Workshop, *Academy of Criminal Justice Sciences*. 2009.

### **COURSES TAUGHT**

Quantitative Analysis In Criminology (graduate)

Research Methods (undergraduate and graduate)

Sex Offenders (undergraduate and graduate)

Domestic Violence (undergraduate)

Gangs (undergraduate)

Crime & Justice in the U.S. (undergraduate)

Juvenile Justice (graduate)

Criminal Justice Statistics (undergraduate)

Race and Gender Issues in Criminal Justice (undergraduate and graduate)

Colloquium in Criminal Justice (undergraduate)

### **PROFESSIONAL ASSOCIATIONS**

American Bar Association (ABA)

American Society of Criminology (ASC)

Member, Division of Developmental and Life-Course Criminology (ASC)

Academy of Criminal Justice Sciences (ACJS: LIFETIME MEMBER)

Southern Criminal Justice Association (SCJA: HONORARY LIFETIME MEMBER)

Midwestern Criminal Justice Association (MCJA)

American Society of Evidence-Based Policing (ASEBP)

National Hispanic Science Network on Drug Abuse (NHSN)

Campbell Collaboration Crime & Justice Group (CCJG)

Alpha Phi Sigma

Phi Beta Kappa

COPE, Committee for Publication Ethics

International Association of Chiefs of Police (IACP)

National Sheriffs' Association (NSA)

**REFERENCES**

*\*\*\*available upon request\*\*\**



# **JUAN STEPHEN GRAY, SR.**

15099 Midway Road  
Terry, Mississippi 39170  
601-497-7449, Mobile  
USA – Citizen  
LE Certification # 10686

## **OBJECTIVE:**

To secure a challenging leadership position that will allow me to capitalize on my business acumen and training as an administrator, a law enforcement officer, and a grantsman.

## **EDUCATION:**

- |       |  |
|-------|--|
| 05/11 | M. S. Criminal Justice –Homeland Security<br>University of Mississippi, University Mississippi<br>(6 hrs. remaining) |
| 05/00 | M. S. Education – Educational Administration and<br>Supervision, Alcorn State University, Lorman, Mississippi        |
| 12/86 | B. S. – Business Administration<br>Alcorn State University, Lorman, Mississippi                                      |

## **PROFESSIONAL EXPERIENCE:**

- 2018-Present **Grant Administrator**, Jackson Police Department, Jackson Mississippi
- 2017- 2018 **Private/Criminal and Civil Investigator**, *Freelance, Statewide*
- 2014- 2017 **Chief of Police**, *Gloster Police Department, Gloster, Mississippi*
- 2007- 2014 **Chief of Police**, *Terry Police Department, Terry, Mississippi*
- 2002 – 2005 **Undercover Investigator / Officer**, *Mississippi and Louisiana, Freelance*
- 1989-2002 **Police Officer/Assistant Chief**, *Fayette Police Dept, Fayette, Mississippi*
- 1988-2014 **Executive Director**, *Gray & Associates, Inc., Jackson, Mississippi*

# **JUAN STEPHEN GRAY, SR.**

## **AREAS OF EXPERTISE**

• Strategic & Tactical Planning	• Public Safety/Sentinel Offender Services
• Identifying, Researching, & Implementing Best Practices	• Training, Supervising, and Developing Officers
• Write/Enforce Policies & Procedures	• Grant Writing/Compliance
• Written/Oral Communication	• Preparing & Administering Budgets
• Quality Assurance/Customer Service	• Fair & Objective Decision Making
• Developed a Real Time Command Center	• Managing Crisis Situations

## **CERTIFICATIONS:**

- FLETC, VIN and Auto Theft Fraud Certification
- Certified Instructor of Domestic Violence
- First Aid/CPR and Water Safety Certification
- Certified TAC Officer for NCIC
- Workplace Laws
- FEMA – Introduction to Hazardous Materials
- FEMA – Fundamentals of Emergency Management
- FEMA – National Incident Management Systems (NIMS)

## **TRAININGS/MEMBERSHIPS:**

- Regional Counterdrug Training Academy, NAS Meridian, MS
- Rural Executive Management Institute, National Center for RLE
- Standardized Field Sobriety Testing, MS Office of Highway Safety
- International Association of Chiefs of Police, Member
- Mississippi's Association of Chiefs of Police, Member
- Safe City "TOP COP" award 2008, Jackson's Safe City Program
- Basic Drug Intelligence Analysis, National Drug Intelligence Center
- Terry's "TOP COP" award 2007, MS Center for Police and Sheriffs
- Alpha Phi Alpha Honorary Leadership Fraternity for Men
- FLETC, Instructor for Elder Abuse in Domestic Violence
- TASER Instructor, TASER International
- Instructor in Lifeguard/Rescuing, First Aid/CPR and Water Safety
- Sentinel Offender, Certified

U.S. Department of Justice  
810 Seventh Street NW, Washington DC 20531

## Certificate of Completion

This certificate is presented to

**Juan Gray**

for successfully completing  
**DOJ Grants Financial Management Training**

Estimated Credit Hours: 8

February 6, 2019

Location: Online

Delivery Method: Online



Chief Financial Officer, Office of Justice Programs



DEPARTMENT OF HEALTH & HUMAN SERVICES

Program Support Center  
Financial Management Portfolio  
Cost Allocation Services

7700 Wisconsin Avenue, Suite 2301  
Bethesda, MD 20814  
PHONE: (301) 492-4855  
FAX: (301) 492-5081  
EMAIL: [CAS-Bethesda@psc.hhs.gov](mailto:CAS-Bethesda@psc.hhs.gov)

July 2, 2021

Steve G Holley  
Vice Chancellor  
For Administration & Finance  
University of Mississippi  
Office of the Vice Chancellor  
Post Office Box 1848  
University, MS 38677-1848

Dear Mr. Holley,

A copy of an indirect cost rate agreement is being sent to you for signature. This agreement reflects an understanding reached between your organization and a member of my staff concerning the rate(s) that may be used to support your claim for indirect costs on grants and contracts with the Federal Government.

Please have the agreement signed by an authorized representative of your organization and return to me by email, retaining the copy for your files. Our email address is [CAS-Bethesda@psc.hhs.gov](mailto:CAS-Bethesda@psc.hhs.gov). We will reproduce and distribute the agreement to the appropriate awarding organizations of the Federal Government for their use.

An indirect cost proposal, together with the supporting information, is required to substantiate your claim for indirect cost under grants and contracts awarded by the Federal Government. Thus, your next proposal based on actual costs for the fiscal year ending 06/30/2024 is due in our office by 12/31/2024. Please submit your next proposal electronically via email to [CAS-Bethesda@psc.hhs.gov](mailto:CAS-Bethesda@psc.hhs.gov).

Sincerely,

Darryl W.  
Mayes -S

Digitally signed by Darryl W. Mayes -S  
DN: c=US, o=U.S. Government,  
ou=HHS, ou=PSC, ou=People,  
0.9.2342.19200300.100.1.1=200013166  
9, cn=Darryl W. Mayes -S  
Date: 2021.07.16 09:13:58 -0400

Darryl W. Mayes, Deputy Director  
Cost Allocation Services

Enclosure

PLEASE SIGN AND RETURN THE NEGOTIATION AGREEMENT BY EMAIL

**COLLEGES AND UNIVERSITIES RATE AGREEMENT**

EIN: 16-46001159

DATE:07/02/2021

ORGANIZATION:

FILING REF.: The preceding agreement was dated 09/14/2020

University of Mississippi  
Office of the Vice Chancellor  
Post Office Box 1848  
University, MS 38677-1848

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

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**SECTION I: Facilities And Administrative Cost Rates**

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RATE TYPES:	FIXED	FINAL	PROV. (PROVISIONAL)	PRED. (PREDETERMINED)
	<u>EFFECTIVE PERIOD</u>			
<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE (%)</u>	<u>LOCATION</u>
<u>APPLICABLE TO</u>				
PRED.	07/01/2020	06/30/2024	46.00	On-Campus
				Organized Research
PRED.	07/01/2024	06/30/2025	46.50	On-Campus
				Organized Research
PRED.	07/01/2020	06/30/2025	26.00	Off-Campus
				Organized Research
PRED.	07/01/2020	06/30/2025	52.00	On-Campus
				Instruction
PRED.	07/01/2020	06/30/2025	26.00	Off-Campus
				Instruction
PRED.	07/01/2020	06/30/2025	32.00	On-Campus
				Other Sponsored Activities
PRED.	07/01/2020	06/30/2025	26.00	Off-Campus
				Other Sponsored Activities
PROV.	07/01/2025	Until Amended		
				Use same rates and conditions as those cited for fiscal year ending June 30, 2025.

ORGANIZATION: University of Mississippi

AGREEMENT DATE: 7/2/2021

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\*BASE

Modified total direct costs, consisting of all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). Modified total direct costs shall exclude equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

ORGANIZATION: University of Mississippi

AGREEMENT DATE: 7/2/2021

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**SECTION II: SPECIAL REMARKS**

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TREATMENT OF FRINGE BENEFITS:

The fringe benefits are specifically identified to each employee and are charged individually as direct costs. The directly claimed fringe benefits are listed below.

TREATMENT OF PAID ABSENCES

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

OFF-CAMPUS DEFINITION: The off-campus rate will apply for all activities: a) Performed in facilities not owned by the institution and where these facility costs are not included in the F&A pools; or b) Where rent is directly allocated/charged to the project(s). Grants or contracts will not be subject to more than one F&A cost rate. If more than 50% of a project is performed off-campus, the off-campus rate will apply to the entire project.

Fringe Benefits Include: Retirement, FICA, Health Insurance, Tuition Remission, Workers' Compensation, Unemployment Insurance, Terminal Leave and Life Insurance.

Equipment Definition: Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

The next indirect cost proposal based on actual costs for the fiscal year ending 06/30/2024, is due by 12/31/2024.

ORGANIZATION: University of Mississippi

AGREEMENT DATE: 7/2/2021

**SECTION III: GENERAL**

**A. LIMITATIONS:**

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its facilities and administrative cost pools as finally accepted; such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as facilities and administrative costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

**B. ACCOUNTING CHANGES:**

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from facilities and administrative to direct. Failure to obtain approval may result in cost disallowances.

**C. FIXED RATES:**

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

**D. USE BY OTHER FEDERAL AGENCIES:**

The rates in this Agreement were approved in accordance with the authority in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), and should be applied to grants, contracts and other agreements covered by 2 CFR 200, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

**E. OTHER:**

If any Federal contract, grant or other agreement is reimbursing facilities and administrative costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of facilities and administrative costs allocable to these programs.

BY THE INSTITUTION:

University of Mississippi

(INSTITUTION)



(SIGNATURE)

Steven Holley

(NAME)

Vice Chancellor for Administration and Finance

(TITLE)

July 16, 2021

(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

Darryl W. Mayes - S Digitally signed by Darryl W. Mayes - S  
DN: c=US, o=U.S. Government, ou=HHS, ou=PHC,  
ou=People, ou=2021, cn=Darryl W. Mayes - S,  
Date: 2021.07.16 09:11:33 -0400

(SIGNATURE)

Darryl W. Mayes

(NAME)

Deputy Director, Cost Allocation Services

(TITLE)

7/2/2021

(DATE) 7080

HHS REPRESENTATIVE: Lucy Siow

Telephone: (301) 492-4855



**COMPONENTS OF THE PUBLISHED F&A RATES**

INSTITUTION University of Mississippi

FY COVERED BY RATES FY 2021- FY 2025

RATE COMPONENTS:	ORGANIZED RESEARCH		INSTRUCTION		OTHER SPONSORED ACTIVITIES	
	On-Campus FY'21-24	On-Campus FY'25	Off-Campus FY'21-25	On-Campus FY'21-25	Off-Campus FY'21-25	On-Campus FY'21-25
Bldg & Improv - Depr/Use Allow	2.0	2.1	4.5	1.0		
Equipment - Depr/Use Allow	1.8	1.9	0.5	0.2		
Operations & Maintenance	14.4	14.7	11.0	3.5		
Library	1.8	1.8	10.0	1.3		
Administrative Component	26.0	26.0	26.0	26.0	26.0	26.0
<b>Total</b>	<b>46.0</b>	<b>46.5</b>	<b>52.0</b>	<b>32.0</b>	<b>26.0</b>	<b>26.0</b>

CONCURRENCE:



Signature

**Steven Holley**

Name

**Vice Chancellor for Administration and Finance**

Title



OFFICE OF THE CITY ATTORNEY  
VJ 9/28/22

**ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE AN APPLICATION FOR THE BJA FY22 LOCAL LAW ENFORCEMENT CRIME GUN INTELLIGENCE CENTER INTEGRATION INITIATIVE COMPETITIVE GRANT APPLICATION AND EXECUTE DOCUMENTS TO ACCEPT ALL AWARDED GRANT FUNDS**

**WHEREAS**, the City of Jackson was granted the opportunity to apply for the Bureau of Justice Assistance FY22 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative which is administered by the Office of Justices; and

**WHEREAS**, the grant application for the BJA FY22 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative deadline was May 23, 2022, the City of Jackson Police Department submitted a grant application on June 6, 2022; and

**WHEREAS**, grant funds will be used as part of a partnership initiative between the City of Jackson Police Department and the Bureau of Alcohol, Tobacco, Firearms, and Explosive (ATF) to utilize intelligence, technology, and community engagement to swiftly identify crime guns and their sources, and effectively prosecute perpetrators; and

**WHEREAS**, the grant will assist the City of Jackson Police Department with enhancing their investigative and prosecutorial resources to improve their ability to hold violent gun offender accountable and reduce violent crime; and

**WHEREAS**, BJA FY22 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative Grant requires no matching funds from the City of Jackson; and

**WHEREAS**, a limited amount of funds may be used for technology and equipment such as, but not limited to, test-fire equipment, NIBIN machines, analytic software, data collection software, and gunshot detection systems and for costs to implement the NIBIN Enforcement Support System (NESS); and

**WHEREAS**, the term of the agreement is to begin on October 1, 2022, with a duration period of thirty-six (36) months; and

**WHEREAS**, the City of Jackson Police Department is anticipating an award amount of seven hundred thousand dollars (\$700,000.00).

**IT IS, HEREBY, ORDERED** that the Mayor is authorized to ratify and execute an application for the Bureau of Justice Assistance FY22 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative Solicitation.

**IT IS FURTHERED ORDERED** that the Mayor be authorized to execute all documents necessary for the acceptance and administration of all awarded grant funds.

Agenda Item No. 19 Agenda Date: October 11, 2022 (Davis, Lumumba)
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CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 15, 2022  
DATE

POINTS		COMMENTS			
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE AN APPLICATION FOR THE BJA FY22 LOCAL LAW ENFORCEMENT CRIME GUN INTELLIGENCE CENTER INTEGRATION INITIATIVE COMPETITIVE GRANT APPLICATION AND EXECUTE DOCUMENTS TO ACCEPT ALL AWARDED GRANT FUNDS			
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>	City of Jackson			
4.	<b>Benefits</b>	The Jackson Police Department's objective is to utilize funding of the 2022 local Law Enforcement Crime Gun Intelligence Center Integration Initiative Grant to enhance the investigative and prosecutorial resources to improve their ability to hold violent gun offender accountable and reduce violent crime with the partnership of ATF. This plan will include collaborative working group, crime gun intelligence center business process, effective investigations and prosecution of violent crimes, ability to train new staff, violent crime prevention strategies, improve response to gun shots fired, collection of performance data and a final analysis report .			
5.	<b>Schedule (beginning date)</b>	As per grant guidelines			
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	ALL WARDS  CITY WIDE			
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Jackson Police Department			
8.	<b>COST</b>	No matching funds required.			
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	\$700,000.00			
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 _____	

Jackson Police Department



327 East Pascagoula Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMORANDUM

To: Chokwe A. Lumumba, Mayor

From: James E. Davis, Chief of Police

 9-15-22

Subject: **BJA FY 2022 Local law Enforcement Crime Gun Intelligence Center Integration Initiative**

Date: September 15, 2022

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The Jackson Police Department has been granted the opportunity to apply for the 2022 United States Department of Justice BJA Local Law Enforcement Crime Gun Intelligence Center Integration Initiative.

Funds through this award will focus on combining resources and power to work with our local ATF partners in utilize intelligence, technology, and community partners to identify unlawful firearms, individuals using them and the sources providing them. We have a great relationship with the local District Attorney's Office and U.S. Attorney's Office, who are on standby to prosecute anyone engaged in violent crimes.

I respectfully request your signature approving the document contained herein. Should you have any questions or concerns, please do not hesitate to contact me.

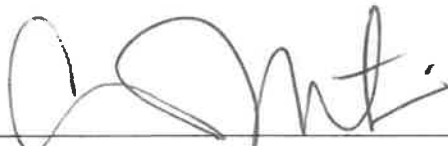
Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY  
9/28/2022

This **ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE AN APPLICATION FOR THE BJA FY22 LOCAL LAW ENFORCEMENT CRIME GUN INTELLIGENCE CENTER INTEGRATION INITIATIVE COMPETITIVE GRANT APPLICATION AND EXECUTE DOCUMENTS TO ACCEPT ALL AWARDED GRANT FUNDS** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Victoria James, *Deputy City Attorney*



10/6/22

Date

**Juan Gray**

---

**From:** Default <do-not-reply@ojp.usdoj.gov>  
**Sent:** Thursday, June 9, 2022 2:13 PM  
**To:** Juan Gray  
**Subject:** Notice of Application Submitted to BJA FY 22 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative



***JUST*grants**  
JUSTICE GRANTS SYSTEM

Your application GRANT13611548 has been successfully submitted for BJA FY 22 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative on 06-09-2022 03:11 PM

For more information go to [www.justicegrants.usdoj.gov](http://www.justicegrants.usdoj.gov)  
JustGrants is operated under the U.S. Department of Justice

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): _____ * Other (Specify): _____
* 3. Date Received: 05/09/2022	4. Applicant Identifier: _____	
5a. Federal Entity Identifier: _____	5b. Federal Award Identifier: _____	
<b>State Use Only:</b>		
6. Date Received by State: _____	7. State Application Identifier: _____	
<b>8. APPLICANT INFORMATION:</b>		
* a. Legal Name: City of Jackson		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 646000503	* c. UEI: GNNPTMPBPYMB	
<b>d. Address:</b>		
* Street1: 327 East Pascagoula Street	Street2: PO Box 17	
* City: Jackson	County/Parish: Hinds	
* State: MS: Mississippi	Province: _____	
* Country: USA: UNITED STATES	* Zip / Postal Code: 39205-0017	
<b>e. Organizational Unit:</b>		
Department Name: Jackson Police Department	Division Name: Major Crimes	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
Prefix: Mr.	* First Name: Juan	
Middle Name: S.	* Last Name: Gray	
Suffix: _____	Title: Grant Administrator	
Organizational Affiliation: Jackson Police Department		
* Telephone Number: 601-497-7449	Fax Number: 601-960-1368	
* Email: juang@city.jackson.ms.us		



**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

Bureau of Justice Assistance

**11. Catalog of Federal Domestic Assistance Number:**

16.738

CFDA Title:

Edward Byrne Memorial Justice Assistance Grant Program

**\* 12. Funding Opportunity Number:**

O-BJA-2022-171021

\* Title:

BJA FY 22 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

This grant will assist the Jackson Police Department and its Major Crimes Division with the necessary resources and equipment to combat the violent crimes in the City of Jackson.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

<b>Application for Federal Assistance SF-424</b>	
<b>16. Congressional Districts Of:</b>	
* a. Applicant: <input type="text" value="MS-002"/>	* b. Program/Project: <input type="text" value="MS-002"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
<b>17. Proposed Project:</b>	
* a. Start Date: <input type="text" value="10/01/2021"/>	* b. End Date: <input type="text" value="09/30/2024"/>
<b>18. Estimated Funding (\$):</b>	
* a. Federal	<input type="text" value="700,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="700,000.00"/>
<b>* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/>	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
<b>* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)</b>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
<b>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)</b>	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
<b>Authorized Representative:</b>	
Prefix: <input type="text" value="Mayor"/>	* First Name: <input type="text" value="Chokwe"/>
Middle Name: <input type="text" value="A"/>	
* Last Name: <input type="text" value="Lumumba"/>	
Suffix: <input type="text"/>	
* Title: <input type="text" value="Mayor"/>	
* Telephone Number: <input type="text" value="601-960-1084"/>	Fax Number: <input type="text" value="601-960-2193"/>
* Email: <input type="text" value="calumumba@jacksonms.gov"/>	
* Signature of Authorized Representative: <input type="text" value="Juan S Gray"/>	* Date Signed: <input type="text" value="05/09/2022"/>

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013  
Expiration Date: 02/28/2025

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: <input type="text" value="City of Jackson"/> * Street 1: <input type="text" value="PO BOX 17"/> Street 2: <input type="text"/> * City: <input type="text" value="Jackson"/> State: <input type="text" value="MS: Mississippi"/> Zip: <input type="text" value="39205-0017"/> Congressional District, if known: <input type="text" value="2nd"/>		
<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b> <div style="border: 1px solid black; height: 100px;"></div>		
<b>6. * Federal Department/Agency:</b> <input type="text" value="Office of Justice Programs"/>	<b>7. * Federal Program Name/Description:</b> <input type="text" value="Edward Byrne Memorial Justice Assistance Grant Program"/> CFDA Number, if applicable: <input type="text" value="16.738"/>	
<b>8. Federal Action Number, if known:</b> <input type="text"/>	<b>9. Award Amount, if known:</b> \$ <input type="text"/>	
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix: <input type="text" value="Mr."/> * First Name: <input type="text" value="Quincy"/> Middle Name: <input type="text"/> * Last Name: <input type="text" value="Mukoro"/> Suffix: <input type="text"/> * Street 1: <input type="text" value="PO Box 1704"/> Street 2: <input type="text"/> * City: <input type="text" value="Jackson"/> State: <input type="text" value="MS: Mississippi"/> Zip: <input type="text" value="39205"/>		
<b>b. Individual Performing Services (including address if different from No. 10a)</b> Prefix: <input type="text" value="Mr."/> * First Name: <input type="text" value="Quincy"/> Middle Name: <input type="text"/> * Last Name: <input type="text" value="Mukoro"/> Suffix: <input type="text"/> * Street 1: <input type="text" value="PO Box 1704"/> Street 2: <input type="text"/> * City: <input type="text" value="Jackson"/> State: <input type="text" value="MS: Mississippi"/> Zip: <input type="text" value="39205"/>		
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b> * Signature: <input type="text" value="Juan S Gray"/> * Name: Prefix: <input type="text" value="Mr."/> * First Name: <input type="text" value="Juan"/> Middle Name: <input type="text" value="Stephen"/> * Last Name: <input type="text" value="Gray"/> Suffix: <input type="text"/> Title: <input type="text" value="Grant Administrator"/> Telephone No.: <input type="text" value="6014977449"/> Date: <input type="text" value="05/09/2022"/>		
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

Office of the Mayor  
Chokwe A. Lumumba, Mayor



219 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017  
Telephone: 601-960-1084  
Facsimile: 601-960-2193

## **EXECUTIVE ORDER NO. 2019-6**

### **EXECUTIVE ORDER ESTABLISHING POLICY AND PRESCRIBING PROCEDURE FOR OVERTIME COMPENSATION TO CITY OF JACKSON, MISSISSIPPI PUBLIC SAFETY EMPLOYEES (SWORN) PURSUANT TO FAIR LABOR STANDARDS ACT (FLSA)**

This Executive Order supersedes any and all prior Executive Orders pertaining to compensation to the City of Jackson, Mississippi Public Safety Employees (SWORN) pursuant to the Fair Labor Standards Act (FLSA). This Executive Order supersedes any conflicting Department or Division directives, policies, rules, regulations and guidelines.

#### **OVERVIEW/ PURPOSE**

The purpose of this policy and procedure is to describe and set forth the policy and prescribed procedure for compensation to City of Jackson, Mississippi Public Safety Employees (SWORN) pursuant to the Fair Labor Standards Act. This policy and procedure also govern the following:

1. Overtime Compensation for Sworn, Non-exempt Public Safety Employees
2. Compensatory or Deferred Time for Sworn, Exempt Public Safety Employees
3. Overtime and/or Compensatory Time Accrual and Limitations for Sworn Public Safety Employees
4. Procedure for Documenting Overtime Compensation
5. Violations of Policy and Disciplinary Action

The need to earn compensatory time shall be the exception rather than the rule. The requirement to work additional, non-scheduled hours should be used after other alternatives have been fully explored, such as the rescheduling of priorities, balancing workload peaks, offering excess hours with reduced work hours later in the workweek, and revising the workweek so that weekend work can be performed at straight time.

#### **DEFINITIONS**

##### **Fair Labor Standards Act (FLSA):**

The Act that regulates employee overtime status (exempt and non-exempt), child labor, minimum wage, overtime pay, employee record keeping and other administrative concerns (e.g. penalties, compliance and enforcement of the Act).

##### **Work Period:**

The declared work period for sworn public safety employees is 12:00 am Sunday to 11:59 pm the second following Saturday, a consecutive 14 days.

Executive Order No. (2019-6)

This work period permits non-exempt, sworn law enforcement employees to work 86 hours during the aforementioned 14 consecutive day work period before becoming eligible for overtime.

This work period permits non-exempt sworn emergency responders and sworn fire protection employees to work 106 hours during the aforementioned 14 consecutive day work period before becoming eligible.

**Pay Period:**

A pay period consists of work performed in a 14 consecutive day work period.

**Sworn Public Safety Employee:**

A sworn public safety employee is an employee working for the City, a public agency and political subdivision of the State of Mississippi, engaged in work activities involving public safety, including law enforcement, emergency response and/or fire protection as defined by Sections 7 and 13(b)(2) of the FLSA, and 20 CFR 553.20, *et seq.*

**Non-exempt Employees:**

Employees covered under the Fair Labor Standard Act regulation, including minimum wage and overtime pay requirements.

**Exempt Employees:**

Employees who are excluded from the Fair Labor Standards Act minimum wage and overtime pay requirements. Sworn public safety employees may be exempt employees depending on such employee's salary and job duties (commonly identified by rank).

**Overtime:**

The number of hours worked by a FLSA-covered, non-exempt public safety employee in excess of the hours worked by a sworn, non-exempt public safety employee in the permitted work period. Stated differently, sworn, non-exempt public safety employees, pursuant to the FLSA, do not accrue overtime for hours worked over 40 in a seven-day workweek.

Sworn, non-exempt public safety employees in law enforcement are eligible for overtime beginning at the time the sworn, non-exempt

law enforcement employee works in excess of 86 hours in a work period. Likewise, sworn, non-exempt public safety employees in fire protection are eligible for overtime beginning at the time the sworn, non-exempt fire protection employee works in excess of 106 hours in a work period.

Pursuant to the FLSA, the City, as a public agency and political subdivision of the State of Mississippi is authorized to provide such FLSA-covered, non-exempt public safety employees with either compensatory time at a rate of time and a half for each hour of overtime worked (monetary payment).

**1. Overtime Compensation for Sworn, Non-exempt Public Safety Employees**

**a. Accrual of Compensatory Time for Sworn Non-exempt Public Safety**

Sworn, non-exempt public safety employees accrue compensatory time at the rate of time and a half for each hour of time worked in excess of their scheduled work period. Accrual of such compensatory time only occurs where any such sworn non-exempt public safety employee actually works in excess of 86 hours as a sworn, non-exempt law enforcement employee in a work period. Likewise, accrual of such compensatory time only occurs where any such sworn non-exempt public safety employee actually works in excess of 106 hours as a sworn non-exempt fire protection employee in a work period. For the purpose of calculation hours actually worked, hours obtained from vacation, sick or other type leave are not counted and/or included.

**b. Compensatory Time in Lieu of Monetary Payment to Sworn, Non-exempt Public Safety Employees**

Sworn, non-exempt public safety employees will accrue compensatory time in lieu of monetary payment at time and a half for each hour of time worked in excess of their scheduled work period. The awarding of compensatory time in lieu of monetary payment at time and a half for each hour of time worked in excess of their scheduled work period is a term and condition of the employment, which a non-exempt public safety employee is presumed to accept if he continues in employment with the City and works in excess of the scheduled work period.

**c. Monetary Payment of Overtime Wages instead of Compensatory Time to Sworn, Non-exempt Public Safety Employees**

The City may, in certain circumstance, and depending upon budgeted funds, elect to pay sworn, non-exempt public employees' monetary payment instead of compensatory time, as set forth in paragraphs a. and b. above. Monetary payments for overtime wages to sworn, non-exempt public safety employees will be calculated at time and a half for each

hour of overtime worked. Certain circumstance may include but are not limited to, events such as:

- (1) An emergency
- (2) Inclement Weather
- (3) Nonexempt employees whose regularly hourly rate is less than the amount of fifteen dollars (\$15.00).

As set forth previously herein, in such circumstances, the department director, deputy directors, managers and/or supervisors of all such sworn, non- exempt public safety employees who earn compensatory time and/or overtime are required to submit supporting documentation. Failure to submit documentation may result in disciplinary action, up to and including dismissal and/or termination.

**d. Working "Off the Clock" is not permitted.**

Department director, deputy directors, managers and/or supervisors of all sworn, non-exempt public safety employees are expected to and shall take steps to eliminate the occurrence of unauthorized work by sworn, non- exempt public safety employees. Such department directors, deputy directors, managers and/ or supervisors shall clearly advise all working, non-exempt public safety employees working "off the clock" is not permitted and that violations of this policy, other applicable policies or the Fair Labor Standards Act may result in disciplinary action, up to and including dismissal and/or termination.

**2. Compensatory or Deferred Time- off for Sworn, Exempt Public Safety Employees**

Sworn, exempt public safety employees *may*, at the discretion of the department head, receive compensatory or deferred time off at the rate of one hour for each hour worked in excess of their regularly scheduled work period. This is commonly referred to as straight time. As it relates to compensatory or deferred time off for sworn, exempt public safety employees, the City may, in certain circumstances and depending upon budgeted funds, elect to compensate sworn, exempt public safety employees with monetary payments in lieu of compensatory time off, calculated at a rate of one hour for each hour worked in excess of their regularly scheduled work period.

Department directors, deputy directors, managers and/or supervisors of all sworn, exempt public safety employees are required to submit documentation. Failure to submit documentation may result in disciplinary action, up to and including dismissal and/or termination.

**3. Compensatory Time Accrual and Limitation for Sworn Public Safety Employees**

**a. Sworn, Non-exempt Public Safety Employees**

Sworn, non-exempt public safety employees may not accrue more than 160 hours of compensatory time which when concerted at a rate of time and one half equates to 240 hours worked. Employees must receive monetary compensation for any hours in excess of the maximum accrual of compensatory time. The City may, in its discretion,

require sworn, non-exempt public safety employees, to utilize any accrued compensatory time first, in lieu of either sick time or other personal leave time.

**b. Sworn, Exempt Public Safety Employees**

Employees who are exempt from the Fair Labor Standards Act (FLSA) can accrue a maximum of 112 hours of compensatory or deferred time-off in a year. The accrual of such time-off for exempt employees; does not roll over, may not be paid in cash and will expire if not taken within one year. Department directors, deputy directors, managers and/or supervisors shall monitor exempt employee's accrual of compensatory or deferred time-off to ensure that employees have the opportunity to take compensatory or deferred time-off as schedules permit and that the accrual does not exceed 112 hours at any given time. Failure to do so may result in disciplinary action, up to and including dismissal and/or termination.

**4. Compensatory Time Taken Within Same Pay Period Earned**


Compensatory time earned during a given pay period should be taken within the same period whenever possible.

Any employee utilizing Kronos as the time keeping methods should assign and manage work hours in accordance with the *Kronos Attendance and Time Keeping Policy*. It is most important to document non-exempt compensatory time. Failure to do so may result in disciplinary action, up to and including dismissal and/or termination.

**5. Violation of this Policy and Disciplinary Action**

ALL employees, exempt and non-exempt, including, but not limited to department directors, deputy directors, managers and/or supervisors, are expected to comply with this policy, other applicable policies and the Fair Labor Standards Act. Failure to comply with this policy, other applicable policies and the Fair Labor Standards Act by any sworn public safety employee, exempt and non-exempt, including, but not limited to, department directors, deputy directors, managers and/or supervisors, may result in disciplinary action, up to and including dismissal and/or termination.

SO ORDERED, this the 18<sup>th</sup> day of November, 2019

  
CHOKWE A. LUMUMBA  
MAYOR OF THE CITY OF JACKSON, MISSISSIPPI

*This document is a general reference only. It is not intended as a contract and does not provide any legal advice or rights. If a discrepancy exists between this policy and procedure and the City Code, State Law or Federal Law, such Law takes precedence.*



May 23, 2022

Jackson Police  
Department  
BJA FY 2022 Local Law Enforcement Crime  
Gun Intelligence Center Integration Initiative  
(JAG) CFDA: 16.738

Applicant: City of Jackson  
Jackson, Mississippi  
Point of Contact: Juan Gray (601) 960-0729

**Research and Evaluation Independence and Integrity**

The City of Jackson Police Department assures that we have reviewed the application to identify any actual or potential apparent conflicts of interest (including thorough review of pertinent information on the principal investigator, any co-principal investigator, any co-principal investigators, and any sub recipients), and that the applicant has identified no such conflicts of interest—whether personal or financial or organizational (including on the part of the applicant entity or on the part of staff, investigators, or sub recipients)—that could affect the independence or integrity of the research, including the design, conduct, and reporting of the research.

The City of Jackson reasonably believes that no actual or potential apparent conflicts of interest (personal, financial, or organizational) exist. The applicant has worked with all the partners in different capacities including NIBIN. Existing MOUs are in place to address any possible conflicts of interest.

If funded, each agency will sign a conflict of interest statement certifying they have no financial or ethical conflicts of interest. When additional persons or agencies are brought into the working group, they too will be evaluated and a conflict of interest statement will be signed. All partners involved also have conflicts of interest policies and procedures within their respective agencies.



DEPARTMENT OF CRIMINAL JUSTICE & LEGAL STUDIES

May 23, 2022

Mr. Juan Gray  
Grant Administrator  
Jackson Police Department (JPD)  
Jackson, MS  
[juang@jacksonms.gov](mailto:juang@jacksonms.gov)

In Re: Letter of support, BJA FY 2022 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative

Dear Juan,

This letter is in support of Jackson Police Department's (JPD) application to the Bureau of Justice Assistance in response to their call for proposals for the Local Law Enforcement Crime Gun Intelligence Center Integration Initiative (O-BJA-2022-171021).

As a proposed research partner and project evaluator, this letter offers a description of my tasks and responsibilities for the project. Specifically, I and Ole Miss graduate assistants will work alongside Mr. Juan Gray and JPD on the research-related aspects of the project. This will include responsibilities for data collection, management, and analysis. Furthermore, we will be heavily involved in the drafting of research summaries and briefs, and a variety of dissemination activities (i.e., webinars; scholarly journal articles; book chapters; white papers; and other related dissemination) that will emerge from the project and related evaluation. Finally, I will take part in monthly phone calls with Mr. Gray and JPD and travel to Jackson, MS as needed to facilitate completion of the project milestones as they relate to research and evaluation.

I fully support all aspects of this proposal, and I look forward to working on this project with Mr. Gray and JPD should this application be fortunate enough to be selected to receive the grant funds to support this proposed project.

Warm Regards,

*Wesley G. Jennings, Ph.D.*

--

**Wesley G. Jennings, Ph.D.**  
GILLESPIE DISTINGUISHED SCHOLAR CHAIR, AND PROFESSOR OF CRIMINAL JUSTICE & LEGAL STUDIES  
The University of Mississippi, School of Applied Sciences  
Department of Criminal Justice & Legal Studies  
FACULTY AFFILIATE  
The University of Mississippi, School of Law  
Fellow, *Academy of Criminal Justice Sciences (ACJS)*  
Honorary Lifetime Member, *Southern Criminal Justice Association (SCJA)*  
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**U.S. Department of Justice**

Bureau of Alcohol, Tobacco,  
Firearms and Explosives  
*New Orleans Field Division*



May 16, 2022

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

777000:MEB  
1434

James Davis, Chief  
Jackson Police Department  
327 East Pascagoula St  
Jackson, Mississippi 39205

Dear Chief Davis:

I am writing this letter in support of the Jackson Police Department's (JPD) application for the Local Law Enforcement Crime Gun Intelligence Center (CGIC) Integration Initiative, administered by the Bureau of Justice Assistance in partnership with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF). This initiative will allow the JPD and ATF New Orleans to develop actionable crime gun intelligence in a timely manner, utilize ballistic evidence to identify possible matches to evidence from other violent crime scenes, and identify armed violent offenders along with the sources who supply illegally diverted firearms.

The CGIC will use a multi-faceted approach to collect, analyze, and evaluate information received from deputies, detectives, the crime laboratory, and special agents to disseminate timely crime gun intelligence leads. The CGIC initiative will provide an opportunity to close intelligence gaps with the addition of personnel, training, equipment, and other resources to disrupt the shooting cycle and successfully prosecute shooters.

Sincerely yours,

Kurt H. Thielhorn  
Special Agent in Charge

Digitally signed by KURT  
THIELHORN  
Date: 2022.05.20 13:15:04 -05'00'



**U.S. Department of Justice**

Bureau of Alcohol, Tobacco,  
Firearms and Explosives  
*New Orleans Field Division*



May 16, 2022

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Kurt H. Thielhorn  
Special Agent in Charge

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DEPARTMENT OF CRIMINAL JUSTICE & LEGAL STUDIES

May 23, 2022

Mr. Juan Gray  
Grant Administrator  
Jackson Police Department (JPD)  
Jackson, MS  
[juang@jacksonms.gov](mailto:juang@jacksonms.gov)

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Warm Regards,

*Wesley G. Jennings, Ph.D.*

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**Wesley G. Jennings, Ph.D.**

GILLESPIE DISTINGUISHED SCHOLAR, CHAIR, AND PROFESSOR OF CRIMINAL JUSTICE & LEGAL STUDIES  
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Chief of Police  
James E. Davis

**JACKSON POLICE DEPARTMENT**  
Investigative Services Bureau  
Deric Hearn, Deputy Chief of Police

Assistant Chief of Police  
Joseph Wade

## Memorandum

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**To: James E. Davis, Chief of Police**

**Via: Joseph Wade, Assistant Chief of Police**

**From: Deric Hearn, Deputy Chief of Investigative Services Bureau** *DA 294 3/3/2022*

**Date: March 3, 2022**

**Re: MOU Regarding The NIBIN Enforcement Support System (NESS)**

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The Bureau of Alcohol, Tobacco, Firearms and Explosive's (ATF) National Integrated Ballistics Information Network (NIBIN) provides Federal, State, Tribal, and local law enforcement with NIBIN hits and leads linking ballistic evidence between crime scenes and firearms recovered by law enforcement. The NIBIN Enforcement Support System (NESS), maintained by the ATF, serves as the national repository for NIBIN information pertaining to firearms, and other ballistic evidence, used in the commission of a crime. ATF has developed NESS to leverage crime gun intelligence derived from NIBIN with Federal, State, and local law enforcement resources to produce actionable leads and assist in ongoing investigation.

This Memorandum of Understanding (MOU) entered into by the U.S. Department of Justice (DOJ), the Bureau of Alcohol, Tobacco, Firearms and Explosive's (ATF) and the Jackson Police Department, hereinafter collectively referred to as "the Parties," and with the NIBN Enforcement Support System (NESS), maintained by the ATF, establishes and defines a partnership between the Parties (Jackson Police Department) that will result in ATF NESS installation, operation, and administration for the dissemination of crime gun data to enhance the efforts of law enforcement to integrate resources to reduce firearms violence, identify shooters and sources of crime guns, and refer them for prosecution.

The purpose of the NESS Rules of Behavior and User Agreement Form is to establish an interagency agreement governing the access and use of Ness. In addition, it will describe necessary provisions regarding the creation, maintenance, and removal of user accounts and passwords. Each user must sign this agreement form before ATF will grant access to NESS.

The use of the NESS system is free of charge to participating agencies. The user agrees that ATF is not responsible for costs or liabilities associated with our agency computer hardware, computer software (other than the NESS application), Internet connection(s), or other communications requirements associated with their use of the NESS application.

Upon approval I am requesting this MOU agreement to be forwarded to City Legal for approval to be placed on the City Council agenda.

## **NESS Application Information Reliability & Data Integrity**

Reliable data is critical to the successful operation of any information system. The mandatory provisions will ensure the reliability of incident-based information contributed to the NESS program.

- The user is responsible for and shall take those steps necessary to ensure the accuracy of information contributed to NESS during the course of an official investigation.
- The user agrees that NESS is solely to be used as an investigative tool.
- Files and other information entered into NESS are not original documents. Each contributing agency shall maintain original documents. ATF encourages user to follow their local rules of evidence governing the storage of electronic media.
- ATF cautions users not to use data extracted from NESS as admissible evidence in any proceeding without further verifying such information and coordinating with the agency that contributed it.
- User shall prevent unauthorized alteration, damage, destruction, or tampering with the NESS application or the information contained within NESS.
- User shall never enter unauthorized, inaccurate, or false information. If such information is inadvertently entered, it should be removed immediately and, if appropriate, documented than the user's agency.
- The user agrees that disclosures made under a user's State Public and Open Records Laws or other internal agency dissemination policy **apply only to incident reports that the user's agency has contributed into NESS.** The user shall not release any data in the NESS application contributed by a participating agency other than the user's agency. Furthermore, any such request seeking the disclosure of such third-party information shall be reported immediately to ATF. **ATF does not process public records requests for records contributed to NESS by non-ATF agencies.**
- The user agrees that premature disclosure of information contained within the NESS could interfere with pending or prospective law enforcement operations and/or prosecution proceedings. This LES information includes but is not limited to data that may link a person or persons to an incident or incidents; criminal methodology of an incident or incidents; personally identifiable information; ORI information, or information related to patterns of criminal activity involving the illegal use of firearms. The user agrees not to disclose LES information shared or generated pursuant to this agreement to any party except as described in this agreement without the express consent of both parties to this agreement.

- Any advisories or reports (including the information contained within them) obtained from the NESS system or ATF which contain third-party data may only be further disseminated with the consent of the party with ownership over the data.
- The user hereby agrees to notify ATF to terminate the NESS account of an authorized end-user immediately when they have no need for NESS access due to retirement, transfer, reassignment, termination, and/or separation.
- The user agrees to access NESS only through computers owned or leased for official Government purposes. The user agrees that ATF retain all proprietary rights to include but not limited to the NESS schema and computer code.
- The user agrees to protect access to the NESS information system via any type of wireless communication medium or appliance by authentication to ensure protection from unauthorized system access. Wireless devices shall support a minimum of AES 128-bit encryption in accordance with FIPS Publication 140-2 Security Requirements for Cryptographic Modules.





**MEMORANDUM OF UNDERSTANDING REGARDING THE  
NIBIN ENFORCEMENT SUPPORT SYSTEM (NESS)**

**Memorandum of Understanding  
between**

**and the  
Bureau of Alcohol, Tobacco, Firearms and Explosives**

**Article I. Purpose and Authority**

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is extending their on-going commitment to the law enforcement community by providing participating agencies with access to National Integrated Ballistic Information Network (NIBIN) data. The agency will be able to access NIBIN data through the NIBIN Enforcement Support System (NESS) via an Internet connection. The NESS application allows ATF to collect, analyze, refer, and track NIBIN and other crime gun data. Access will facilitate information sharing and provide near real-time intelligence to participating agencies. The mission of the program is to reduce firearms violence through aggressive identification, investigation, and prosecution of shooters and their sources of crime guns.

ATF has made a concerted effort to leverage existing information technology to better assist law enforcement agencies in the investigation of shooters and other armed violent offenders, prohibited persons possessing firearms, and sources of crime guns. This Memorandum of Understanding (MOU) establishes and defines a partnership between the Parties that will result in ATF NESS installation, operation, and administration for the dissemination of crime gun data to enhance the efforts of law enforcement to integrate resources to reduce firearms violence, identify shooters and sources of crime guns, and refer them for prosecution.

This MOU is entered into by the U.S. Department of Justice (DOJ), ATF, and \_\_\_\_\_, hereinafter collectively referred to as "the Parties," and with \_\_\_\_\_ referred to as the "NESS Partner Agency." This MOU will refer to individuals employed and authorized for NESS access by the NESS Partner Agency as "Users".

The Parties agree that it is the public interest to enhance cooperation among Federal, State, Tribal, and local enforcement and public safety agencies with regard to reducing firearms violence, identify shooters, and their sources of crime guns. The NESS Partner Agency acknowledges that ATF and the NESS program will assist Federal, State, Tribal, and local law enforcement and public safety agencies in combatting firearms violence.

This MOU is established pursuant to the authority of the participants to engage in activities related to the investigation and suppression of violent crimes involving firearms. ATF's authority is derived from, among other things, 28 U.S.C. § 599A, 18 U.S.C. § 3051, 27 CFR § 0.130, and, specifically, the Gun Control Act of 1968, 18 U.S.C. Chapter 44 and the National Firearms Act, 26 U.S.C. Chapter 53. The parties enter into this MOU pursuant to 31 U.S.C. § 6305.

**Article II. Background**

ATF is a law enforcement organization within DOJ with unique responsibilities dedicated to reducing violent crime and protecting the public. ATF recognizes the role that firearms play in violent crimes and pursues an integrated enforcement and regulatory strategy. Investigative priorities

focus on armed violent offenders and career criminals, armed narcotics traffickers, violent gangs, and domestic and international arms traffickers.

**Article III. Scope**

The purpose of this MOU is to establish an interagency agreement governing the access and utilization of NESS. In addition, the MOU will designate a primary and alternate point of contact (POC) for the NESS Partner Agency. The agency POC will ensure adherence to the MOU between ATF and NESS Partner Agency Users. These POCs shall also identify individuals from their respective agencies who will require system access, periodically validate the list of Users, and to notify an ATF POC immediately if it becomes necessary to revoke or suspend a User's account.

This MOU is effective upon the date of the last signature by the authorized representatives of the Parties and shall remain in effect until terminated eby either Party.

**Article IV. Interagency Communications**

The Parties agree that a principal POC within each organization shall coordinate all communications and tasks under this MOU. To ensure access is permitted to all NESS Partner Agency data, an Originating Agency Identifier (ORI Code) must be provided for each ORI code used by the NESS Partner Agency. The ATF POC can assist the NESS Partner Agency in determining what ORI Codes are appropriate. The designated POCs shall be as follows:

<b>ATF Field Division</b>		
<b>Name</b>		
<b>Address</b>		
	<b>Designated ATF Primary POC</b>	<b>Designated ATF Alternate POC</b>
<b>Name:</b>		
<b>Title:</b>		
<b>Email Address:</b>		
<b>Phone #:</b>		

NESS Partner Agency		
Name		
Address		
	Designated NESS Partner Agency Primary POC	Designated NESS Partner Agency Alternate POC
Name:		
Title:		
Phone #:		
Email Address:		
Date of Birth:		
Signature:		
Date:		
NESS Partner Agency ORIs		

**Article V. Responsibilities and Procedures**

In becoming an approved NESS Partner Agency of the NESS application, the involved Parties hereby acknowledge and accept the following responsibilities and procedures:

1. **Responsibilities of the NESS Partner Agency.** The NESS Partner Agency shall:
  - a. Appoint primary and alternate POCs within your agency (see table above). The appointed individuals will be responsible for creating, coordinating, and maintaining a list of all personnel, and determining the access levels for Users within the Partner Agency who will require access to NESS.
  - b. The designated POC(s) will immediately notify ATF in the event that a User's account needs to be suspended or revoked for any number of reasons, including (but not limited to) employee transfer, retirement, or release from employment.
  - c. Complete a Request for Change of Agency Point of Contact Form if the POC changes.
  - d. Agree to make every effort to provide complete and accurate information including investigative reports and data related to NIBIN linked shootings and gun recoveries, to the fullest extent allowed by law. This includes general event data including case numbers, dates,

locations, associated persons, etc. Partner Agencies that make a commitment to comprehensive data sharing with ATF will be provided an information platform for developing the best local investigative strategies for their community in the reduction of firearm related crime and violence.

- e. Share the results of NIBIN leads/hits including arrest and prosecution data with ATF via the NESS application.
- f. Provide a list of ORI numbers for the NESS Partner Agency (see table above), which will allow NESS to associate Users to the correct NESS Partner Agency NIBIN data. If the NESS Partner Agency needs to add or remove ORI numbers, it shall submit a completed Amendment of Originating Agency Identifier Form.
- g. Use information generated and retrieved pursuant to this MOU, only for the purpose(s) identified in the Agreement.

**2. Responsibilities of the Bureau of Alcohol, Tobacco, Firearms and Explosives:**

**a. The ATF Field Division shall:**

- 1) Appoint primary and alternate ATF POCs.
- 2) Coordinate all communications and tasks listed under this MOU and serve as a liaison between the NESS Partner Agency POC and ATF's Firearms Operations Division (FOD).
- 3) Ensure data sharing processes between ATF and the NESS Partner Agency.

**b. FOD shall:**

- 1) Maintain the NESS application and share NIBIN Leads with the NESS Partner Agency.
- 2) Upon receipt of this signed MOU, provide detailed instructions to the field division POCs on the process of requesting and receiving NESS User access for the NESS Partner Agency.
- 3) Maintain a copy of this MOU along with any associated User agreements.
- 4) Review all applications for NESS User access in a timely manner and facilitate the provisioning of accounts.
- 5) Upon receipt of a request for account revocation, FOD will immediately deactivate said User account.

## **Article VI. Conditions**

Both ATF and the NESS Partner Agency acknowledge their understanding that the NESS application is "LAW ENFORCEMENT SENSITIVE" and intended "FOR OFFICIAL LAW ENFORCEMENT USE ONLY." Failure to protect and safeguard such data from loss, misuse, or unauthorized access could adversely affect law enforcement operations, including those areas related to officer safety, as well as, the fair and equitable administration of justice, and the privacy of individuals.

Information within NESS is to be used for investigative purposes only. NESS data reflects a compilation of information from multiple data sources and should not be relied upon as evidence. Investigators must collect original reports for any evidentiary purposes. NESS information should not be used to develop statistics or for reporting purposes. By providing your agency with NESS, ATF is not waiving any privileges that prevent further disclosure of the materials. No information contained therein may be duplicated, reproduced, or disseminated without the express authorization of ATF and/or the Originating Partner Agency, except as may be required by State or Federal law or court of competent jurisdiction. In accordance with Paragraph 10, Article XII, the NESS Partner Agency agrees to notify ATF prior to such a release.

The Federal government may monitor and audit usage of this system, and all persons are hereby notified that use of this system constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on NESS are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §§ 1001 and 1030.

The Parties agree that premature disclosure of NESS data can reasonably be expected to interfere with pending or prospective law enforcement proceedings. It is agreed that the law enforcement sensitive firearms information generated pursuant to this Agreement shall not be disclosed to a third party without the consent of both Parties of this Agreement, subject to Federal and any applicable non-conflicting state law. The Parties agree to notify all other Parties to the MOU prior to the release of any sensitive firearms information to a third party under State or Federal law. The Parties acknowledge that NESS shall only be used for law enforcement purposes.

The Parties agree to define a "crime gun" as "any firearm illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime."

## **Article VII. Applicable Laws**

The applicable statutes, regulations, directives, and procedures of the United States, DOJ, and ATF shall govern this MOU and all documents and actions pursuant to it. Nothing in this MOU will prevail over any Federal law, regulation, or other Federal rule recognized by ATF. This MOU is not a funding document. All specific actions agreed to herein shall be subject to funding and administrative or legislative approvals.

### **Article VIII. Modifications and Terminations**

This MOU shall not affect any pre-existing or independent relationships or obligations between the Parties. If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

Amendments to this MOU are effective upon the date of the last signature on the Amendment, by the authorized representative(s) of the Parties. This MOU may be amended or modified only by written agreement and mutual consent of the Parties. Parties to this MOU may terminate their participation at any time upon a seven (7) day written notification of their intent to withdraw to the other Party. If either Party terminates this MOU, ATF will retain all of its interest in the electronically stored information contained in the NESS database.

Termination of the MOU by either Party will result in the revocation of all NESS accounts established under this Agreement. However, after termination, ATF agrees to provide to the NESS Partner Agency continued access to the NIBIN data associated with only cases originating from the NESS Partner Agency, subject to Federal law and regulations.

### **Article IX. Liability**

Each Party shall assume the responsibility and liability for the acts and omissions of its own employees or agents in connection with the performance of their obligations under this Agreement that are executed within the scope of their employment, including claims for injury, loss or damage to personal property or death, except in the case of the federal Government, liability shall be determined pursuant to the Federal Tort Claims Act (FTCA – 28 U.S.C. § 1346).

No third party is intended to benefit or otherwise claim any rights whatsoever under this MOU. The rights and obligations set out in the MOU run between the signatories to this MOU only.

### **Article X. User Access**

Prior to gaining NESS access, each User shall execute a User Agreement and Rules of Behavior, acknowledging that the operations described in this Agreement are subject to audit by the ATF; the U.S. Department of Justice; Office of the Inspector General; the General Accounting Office; and other auditors designated by the U.S. Government.

### **Article XI. Costs**

The use of the NESS system is provided without charge to the NESS Partner Agency. ATF is not responsible for costs associated with the NESS Partner Agency's computer hardware, computer software (other than the NESS application), Internet connection(s), or other communications requirements associated with their use of the NESS application. ATF will maintain access to the NESS application furnished to the NESS Partner Agency and shall facilitate repairs to the NESS

application in an expeditious manner, subject to availability and funding, but no guarantees as to when repairs will be completed. However, ATF will not assume maintenance or repairs required as the result of improper use of the NESS application or enhancements to the NESS application, as well as repairs to local computer hardware, computer software, or communications problems. ATF will not fund the costs associated with a NESS Partner Agency who chooses to manipulate their internal data structure for data communication and transfer reasons.

#### **Article XII. Limitations of the Agreement**

- 1. Relationship between the Parties:** The relationship between the Parties to this Agreement is and shall remain that of independent departments and entities. Nothing herein shall be construed to imply that either Party's employees are employees of the other.
- 2. Resources:** This MOU does not require that the Parties are to contribute resources (financial or otherwise) to each other.
- 3. Letters of Understanding:** The Parties are responsible for establishing relevant letters of understanding or interagency agreements initiated or required as a consequence of this MOU.
- 4. No Guarantee:** The NESS Partner Agency acknowledges that information is input into the NESS system based on data collected and available at the time, and that ATF makes no guarantee that said information will always be 100% accurate or up to date.
- 5. Anti-Deficiency Act:** The obligations in this MOU are subject to the availability of the necessary resources to the Parties. No provision of this MOU shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341, or other applicable laws.
- 6. Entire Agreement:** The mutual covenants and terms represent the entire Agreement and understanding of the Parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings relative to such subject matters. No representations or statements of any kind made by either Party, which are not expressly stated herein, shall be binding on such Party.
- 7. Waiver:** Failure or delay on the part of any Party to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and signed by the Party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.
- 8. Severability:** A determination that any term of this MOU is invalid for any reason shall not affect the validity of the remaining terms.
- 9. Governing Law:** The terms and provisions in this Agreement shall be construed under the applicable federal laws, in conjunction with state and local laws that do not conflict with the federal mandates.
- 10. Release of Information:** Releases to the media or third parties, judicial demands, public announcements, Freedom of Information Act/Privacy Act/Open Records requests, and communications with Congress concerning information generated and retrieved pursuant to this MOU shall be addressed by the Parties following coordination by authorized representatives of each Party.





**NIBIN Enforcement Support System (NESS)  
Partner Agency Account Checklist**

This checklist provides a self-review process to complete the application and avoid delays.

**Step 1: Agency and Approver Access**

*NOTE: if Agency has signed MOU and two designated Application Administrators, go to Step 2 for Individual Users access*

**A. NESS MOU (one for each NESS Partner Agency)**

- ATF designates two (2) Points of Contact
- NESS Partner Agency designates two (2) Points of Contact/Application Administrator
- NESS Partner Agency identifies their Originating Agency Identifiers (ORIs)
- NESS Partner Agency Chief Official and ATF SAC sign MOU
- Two (2) NESS Partner Agency POCs/Application Administrators complete Step 2, below

**Step 2: User Access**

**A. Memorandum of Understanding (one for each LE Agency)**

- Review entire document including purpose, scope, responsibilities, etc.  
(NOTE: A signed MOU by your Agency must already be in place in order to request a new user account)

**B. NESS User Account Form (one for each new user)**

- All sections completed
- User's signature
- NESS Application Administrator's signature

**C. Rules of Behavior & User Agreement Form (one for each new user)**

- Review entire document
- User's signature on last page
- NESS Application Administrator's signature on last page

For Questions, please contact your NESS POC or email [NESS\\_Support@ATF.gov](mailto:NESS_Support@ATF.gov)

**CITY OF JACKSON, MS**

**BJA FY 2022 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative**

**Applicant: City of Jackson**

**State: Mississippi**

**Point of Contact: Juan S. Gray (601) 960-0729**

**Award Amount: \$700,000.00**

**ABSTRACT**

The City of Jackson “The City” is the capital of Mississippi and is continuing its goal of delivering innovative and effective public safety programs to the citizens of Jackson within Hinds County. The city had to reduce its current fiscal year’s budget to offset unexpected reductions in tax revenue. Jackson has reported fifty-four murders and we are just 5 months into 2022 fiscal year. The City of Jackson has the highest volume of violent crimes in the nation as of today, we have seen an increase of gun violence for the past 4years. Our focus will be to combine resources and power to work with our local ATF partners in utilize intelligence, technology, and community partners to identify unlawful firearms, individuals using them and the sources providing them. We have a great relationship with the local District Attorney’s Office and U.S. Attorney’s Office, who are on standby to prosecute anyone engaged in violent crimes. The Jackson Police Department is being initiative-taking in all Precincts 1,2,3 and 4. Precincts 3 & 4 has seen a 133% rise in homicides, with most being violent gun crimes. Precincts 1 and 2 has seen a 24.2% increase this year. Our objective is to utilize funding of the 2022 local Law Enforcement Crime Gun Intelligence Center Integration Initiative Grant to enhance the conviction rate, solve cold cases of gun crimes and solve any cases of violent gun crimes with the assistances of our ATF partners and other resources. The Jackson Police Department will purchase innovative technology and equipment to combat gun crimes, expand the Blue

**CITY OF JACKSON, MS**

**BJA FY 2022 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative**

**Applicant: City of Jackson**

**State: Mississippi**

**Point of Contact: Juan S. Gray (601) 960-0729**

**Award Amount: \$700,000.00**

Light Camera System to capture crime in real-time with the aid of our Real Time Command Center. There is also, a need for two new SUV with all the current technology needed to have mobile units on patrol, a drone for active shooters and criminal round ups, the crime scene units and crime lab will need testing equipment for Ballistics, Drug related gun crimes and GSR Kits for testing individual suspects. Our goal is to create a tracking system for all cases and to increase victim participation through this initiative, the Jackson Police Department will be able to take a multidisciplinary approach to combatting gun crimes and prosecuting perpetrators engaged in violent crimes. This grant will provide for critical equipment and firsthand ballistics assistance from ATF. Dues to current budget constraints of our general operating budget, funds for the innovative technology equipment would not be available.

**FY 2022 LOCAL LAW ENFORCEMENT CRIME GUN  
INTELLIGENCE CENTER INTEGRATION INITIATIVE**

**May 23, 2022**

**CFDA #16.738**

**BJA-2022-171021**

**City of Jackson  
Jackson Police Department**

**Points of Contact: James E. Davis  
Chief of Police  
Jackson Police Department  
327 East Pascagoula St.  
Jackson, Mississippi 39205 Office:  
(601)960-1218  
E-mail: [jdavis@city.jackson.ms.us](mailto:jdavis@city.jackson.ms.us)**

**Juan S. Gray  
Grants Administrator  
Jackson Police Department  
327 East Pascagoula St.  
Jackson, Mississippi 39205 Office:  
(601)960-0729  
E-mail: [juang@jacksonms.gov](mailto:juang@jacksonms.gov)**

## **Program Narrative**

### **Statement of the Problem**

Jackson is the most populous city in the state of Mississippi. The city is in Hinds County and is in the central section of the state spanning three Interstates I-20, I-220 and I-55. Jackson's population is 160,628 per the July 2020 population estimate from the United States Census Bureau and ranks as the 49<sup>th</sup> largest city in the United States. The Jackson Metropolitan Statistical Area (MSA) has a population of 250,000 according to the United States Census Bureau's most recently estimate for 2020. Jackson is the 183<sup>rd</sup> largest United States metropolitan area. Mississippi is ranked 35<sup>th</sup> in the nation for K-12 achievement in 2021, with a median income of \$24, 519 and median household income \$45, 792 which is the lowest in the country. The state's current poverty rate is 19.6% the highest of any state and Mississippi is the poorest U.S. State in the country. In 2021 Jackson was ranked number 1 in the U.S. with the highest rate of killings per capita in the nation. Chief James E. Davis is determined to combat violent gun crimes and bring change to the city of Jackson for the citizens of Jackson.

The Jackson Police Department (JPD) was formed in 1800 and is the largest municipal police department in Mississippi. JPD's operational authority is 113 square miles. JPD is currently budgeted for 355 commissioned officers. It is the goal of the Police Department to provide adequate public safety services while ensuring officers are properly equipped to keep up with the ever-increasing demands of their jobs.

According to Mississippi Vital Records, in 2019, the third leading cause of death for Mississippians children between the ages of one through eighteen was homicide with 74% of those occurring by a firearm. Children ages 0-19 are killed by guns at a rate almost 60 percent higher than the national average and are murdered by guns at almost 40 percent above the

national average. The Center for Disease Control and Prevention, "Fatal Injury Data" – Jackson Mississippi is number 1, and Jackson is the worst city for gun deaths, and it has 14.6-gun deaths for every 100,000 people in the state in 2010 which is 40% higher than the national average of 10.3-gun deaths for every 100,000 people.

Jackson's homicide rates have continued to increase over the past seven years. Figures 1, 2 and 3 show most homicides were committed in Jackson by a firearm.

Figure 1 – JPD Real Time Crime Center. Data obtained from UCR

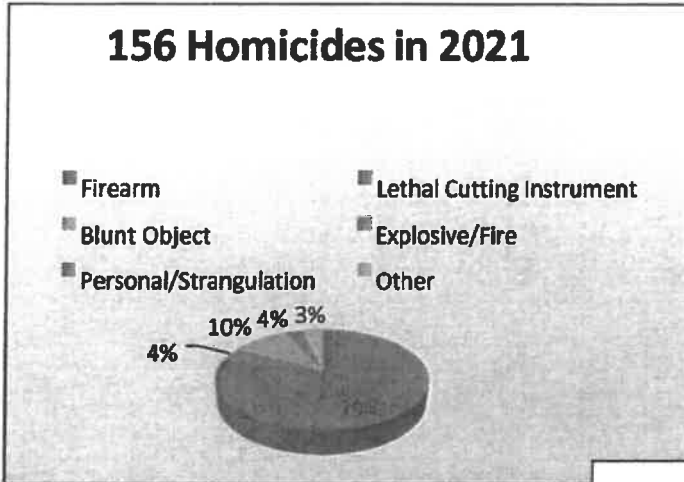


Figure 2- JPD Real Time Crime Center. Data obtained from UCR

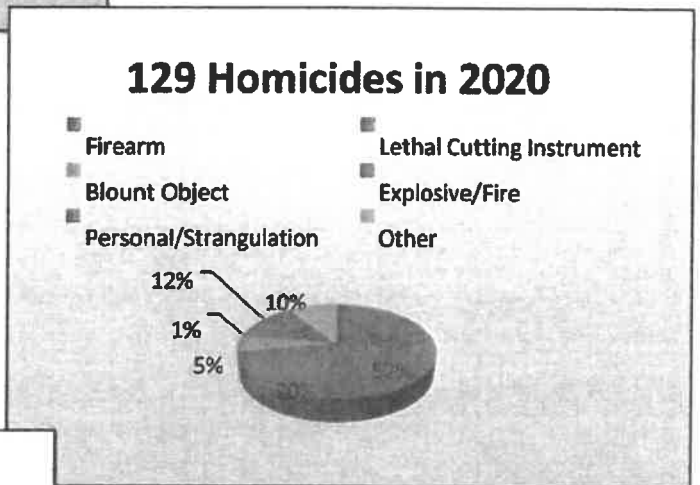


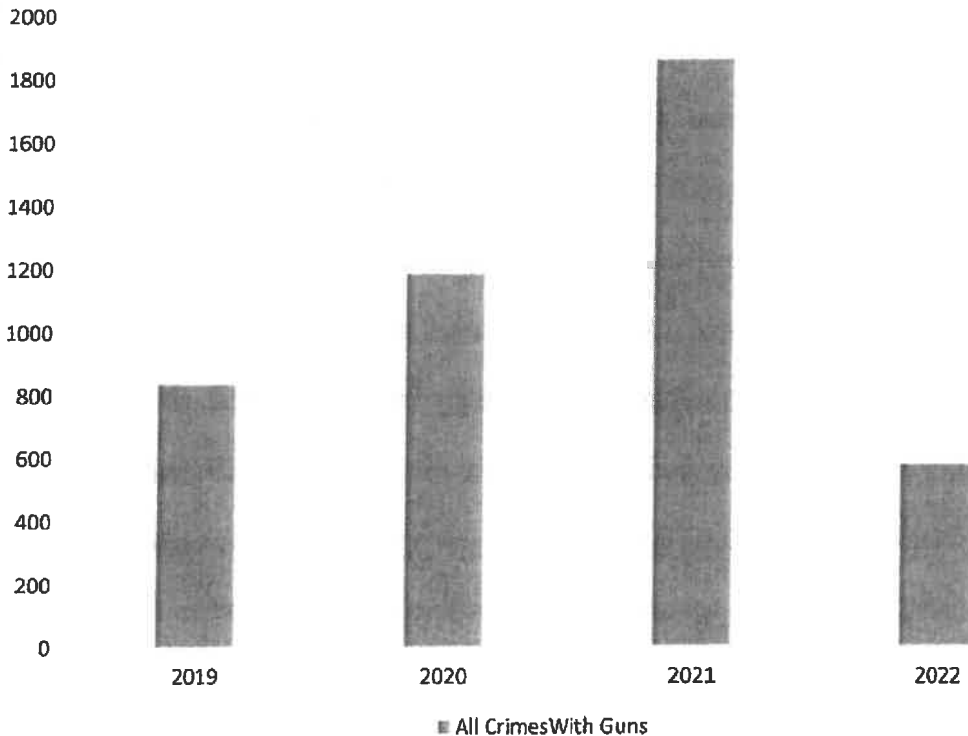
Figure 3 – JPD Real Time Crime Center. Data obtained from UCR





**\*\*\*The graph shows there was a 45% increase in crime with guns from 2019 to 2021.**

**We are currently in the 5 month of 2022 and the number of cases with guns is 577.**



**JPD cases**

### **Project Design and Implementation**

The JPD is proposing to enhance in addition to updating old equipment, a major component of the city of Jackson (COJ) Crime Gun Intelligence Center (CGIC) will be to change operations to improve process efficiency for collecting and processing evidence for reporting process outcomes. This enhanced workflow process will be modeled after the Memphis and Denver CGIC. A major emphasis will be placed on shortening the evidence process timeframe required for getting shell cases and guns to the NIBIN unit so they will be able to process and enter their findings into the database within one day and allow for correlations to be completed within the 24-48 hours timeframe.

To address the gun violence problem in Jackson, JPD partnered with the Bureau of Alcohol, Tobacco, and Firearms (ATF) and with the financial support of the Jackson City Council will sustain this project by employing a full-time Firearms Toolmark person to Integrated Ballistic Information System (IBIS) in 2025 or after the three years of the grant is completed. JPD has a current MOU with ATF and will revise as needed to ensure grant requirements are being met. JPD will form a National Integrated Ballistic Network (NIBIN) unit that is comprised of one NIBIN technician who is also responsible for JPD's eTrace program. The NIBIN Unit is currently using the State of Mississippi Crime Lab and cases are backed logged for months at one time JPD had an incredibly old and leaky shoot tank for collecting firearm test fires and a BrassTrax HD3D system for entering scene and test fired casings. The NIBIN National Correlation and Training Center (NNCTC) currently review correlations. Once a possible "hit" is generated by the NNCTC, a NIBIN Investigative Association (NIA) that links multiple incidents based upon a combination of scene evidence and/or firearm test fires is disseminated for further investigation. The JPD Crime Lab currently verifies NIAs at the request of the local District Attorney's Office or U.S. Attorney's Office.

The initiative will also continue to support the partnerships JPD has formed with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), US Attorney's Office (USAO), the Hinds County District Attorney's Office and the University of Mississippi (UM).

JPD and its partners meet the pre-existing requirements for a CGIC. That is, the JPD's Major Crimes Investigations Division (MCID) already uses the National Integrated Ballistic Integration Network (NIBIN) to support entry of all evidence casings and staff tests fire casings, makes correlations, develops leads, and notifies detectives about those leads. This is the only interstate ballistic identification system that allows law enforcement partners to associate ammunition casings, gun crimes and crime scenes together.

The Department will add a Forensics Firearms Examiners who confirm NIBIN leads in a timely manner, work closely with the local ATF office, and has a full-time Task Force Officer (TFO) assigned to it. The University of Mississippi (UM) will be the Research partner for JPD and will play a key role in evaluating the work of the COJ CGIC. eTrace is used to track crime guns and the United States Attorney's Office and the Hinds County District Attorney's Office are active participants in prosecuting shooters.

JPD is in an advantageous position to develop, integrate and operate a CGIC. We have had contact with several other municipalities that operate a CGIC to include Memphis Baton Rouge and Los Angeles Police Departments. JPD will research and implement a best practice workflow from the various agencies to create a CGIC that will function in the local environment. JPD has several partnerships with various law enforcement agencies to include local and federal partners. All guns and casings located at various scenes except for suicides are test fired and casings run through the NIBIN by a single individual at the State Crime Lab Forensic Service Center (SCLFSC) JPD goal is to create a full-time position for a Firearms Toolmark who is trained by our ATF partners. Results are then sent to detectives to conduct follow up investigations, develop leads and build cases for prosecution. The JPD currently do not have any trained Firearms and Toolmark Examiners who work closely with our local, state, and federal partners. JPD currently has one resolute ATF personnel along with two gang detectives and a sergeant working specifically on gun crimes.

In the development of the CGIC JPD will form an executive steering committee that will involve agency leadership from our local partners: Hinds County Sherriff's Department, Bureau of Alcohol Tobacco and Firearms, Hinds County District Attorney's Office, and the United States Attorney's Office. Together these partners will develop processes and procedures to maintain efficient and successful CGIC operations. The JPD is already in partnership with the USAO focusing on one geographic area within the Jackson area through Project Safe Neighborhoods.

This program will be expanded and provide information and networking to the CGIC.

The Patrol Division from each agency along and specialized units will be involved in daily field operations, interactions with the community and intelligence gathering. All gun related crimes that the units encounter will be forwarded to intelligence and research analysts within the CGIC. The State Crime Lab Forensics Center will continue to perform all NIBIN analysis within 48 hours of receiving casings. Any leads will be forwarded to the Major Crimes Investigation Division (MCID) within JPD for follow-up investigation.

To support the initiative, a training program will be developed and offered to officers, investigators, prosecutors to explain the new protocols and to enhance their effectiveness in using crime gun intelligence. The training will be provided in different platforms – classroom, online and refresher videos.

This program will also focus part of its efforts on the community. With the assistance of JPD's Community Policing Relations (CPRs) which have an audience of over 250 individuals, an important focus will be placed on promoting the importance of gun safety to the community. The CPRs will participate in community meetings and attend COJ CGIC trainings through the project to promote gun safety through education. Agendas and other information are also published on the JPD website.

An RTCC Cameras targeting high crime areas with guns have been identified and cameras will be installed with this grant award to combat these areas. The locations of these streets are outlined in an attachment, this is based on data collected for the current initiative. The principle for the Cameras is to have eyes where officers cannot be and were the Jackson Police Department is short on workforce. The RTCC will follow four simple steps: location, classification, notification and save information for evidence. At the time of gunfire, multiple units in the selected area of operations will be triggered. The technology will allow for

everything to happen in Real Time. Notifications can be sent to a variety of devices to include smartphones, tablets MDT's and desktop browsers. These Streets were identified for RTCC monitoring as high gun crime areas.

Street Name	Cross Street
Ridgewood	Lakeland
Ridgewood	Old Canton
Mitchell AVE	N West ST
Mitchell AVE	State ST
Ridgewood	Northside DR
Old Canton RD	Parkway DR
Cedars of Lebanon	Manhattan DR
Briarwood DR	State ST
Ridgewood RD	Adkins BLVD
Northside DR	Watkins DR
Northside DR	Sunset DR
Sunset DR	Medgar Evers BLVD
Woodrow Wilson AVE	Medgar Evers BLVD
Bailey AVE	Mayes ST
Northside DR	Flag Chapel RD
Beasley RD	Hanging Moss RD
Ethel Moore AVE	W Capitol ST
Robinson RD	Ellis AVE
St Charles ST	Myer AVE
State ST	Meadowbrook RD

The School of Criminal Justice at University of Mississippi (UM) has agreed to assist with data analytics and as a research partner. Funding from the grant will not be utilized to fund intern positions for the duration of the project. The research that the graduate level interns will focus on includes: 1) Gun related violence and socio-economic conditions by neighborhood and 2) nexus crimes as they relate to gun violence (narcotics, property crimes, etc.). The UM will utilize data from the COJ CGIC, JPD's Real Time Command Center (RTCC), the Mississippi Office of the Bureau Investigators and the Mississippi Department of Health to present a detailed picture of what are potential causes for gun violence in the specific area of concentration. This data will be analyzed from the macro and micro levels with several indices available to choose from.

This information will be utilized to assist in the submission of the final analysis report of the project's implementation and outcomes. If funded, JPD will hire a firearm toolmark dedicated to support effective investigations and prosecution of violent crimes involving a firearm. JPD has hired a full-time COJ CGIC Project Coordinator who will be responsible for the day-to-day operations of the project and ensure all grant requirements are being met. Additional duties will entail collaborating with the partners to conduct trainings to enhance gun and gun violence prosecutions and community awareness regarding gun violence prevention.

Two Investigative Analysts will be provided for JPD's Major Crimes Investigations Division (MCID) to assist with the investigative component in response to the gun evidence generated by NIBIN. The Hinds County District Attorney will provide an Analyst that will support the prosecution of cases arising from the COJ CGIC. This position will require background experience handling gun and gun violence cases. The Hinds County District Attorney's Office will collaborate with the United States Attorney's Office to integrate prosecutions and to ensure the overall effectiveness of COJ CGIC, including data and information sharing strategies among the partners. This partnership will ensure that the investigations are given the highest priority.

JPD has and have several grant-funded projects which have been supported through the Bureau of Justice Assistance Technical and Training Providers. If a grant is awarded, the department commits to work with the specified group to develop a sustainability plan after the grant period ends.

### **Capabilities and Competencies**

The COJ CGIC project will be led by three JPD and Grants Unit Manager who have the capability and competency to develop and implement new policies and procedures within its authority and collaborate with various stakeholders from forensic, law enforcement, and community organizations to improve law enforcement's management of, and response to, violent crime involving a firearm. This JPD Leadership team along with the COJ CGIC Project

Coordinator will work collaboratively to implement the project. The crucial point of contact will be the COJ CGIC Project Coordinator. The responsibilities of this group are outlined in the timelines.

The City of Jackson's fiscal office will serve as the primary fiscal authority for this project. The City of Jackson's fiscal office has extensive successful experience in developing, managing, and overseeing projects of this magnitude. Currently, they have over thirty-six federal, state, and pass-through grants totaling over \$58 million dollars. The JPD Grants Unit is and has managed several BJA grants such as: Body Worn Camera Implementation, Edward Byrne Justice Assistance Grant, Mental Health Collaboration, Sexual Assault Kit Initiative, Bulletproof Vest Partnership and Project Safe Neighborhoods. The Grants Unit Manager, Juan S. Gray has over 25 years of government and non-profit grant writing and management experience. The Major Crimes Commander is Abraham Thompson, and he has over 20 years of experience in law enforcement and major crime cases. He currently is the Commander of Major Crimes for the JPD. He recently took command of Division which consists of the Jackson Police Department Forensics Crime Laboratory, Property Crimes Unit, Auto Thief Unit, Homicide Unit, and all other Unit under Major Investigations. During his time as Commander, he has made significant changes that have positively impacted the over operations of the Crime Lab. Commander Thompson has strived to gain extensive working knowledge of NIBIN and is a firm believer that COJ CGIC is a valuable strategy that can support the reduction of gun violence in Jackson. Deputy Chief Deric Hearn is Chief of Major Crimes has approximately 37 years of experience with the Jackson Police Department. As Chief of Major Crimes, he oversees Narcotics, SID, JV Crimes, Property Crimes, Auto Thief, Career Criminal, and the department's Task Force Officers. Deputy Chief Hearn served as Case Agent for the Organized Crime Drug Enforcement Task Force Region. He was also a detective for Burglary and Organized Units.

He was the Lieutenant for Tactical, Homeland Security and Crisis Negotiation Team. During his

career, Deputy Chief Hearn, has received the Outstanding Service Award, Detective of the Year Award, and other Department Achievement Awards. Deputy Chief Vincent Grizzell currently oversees the department's Real Time Command Center which monitors calls for service, provides real life intelligence to field officers, and provides an analytic platform for the department. Deputy Chief Vincent Grizzell has over 25 years of experience at JPD. He has had a successful career with the department based on his strong administrative and analytical skills with a successful history of management and operations leadership directing progress through evaluation, analysis and change management. He completed Leadership in Police Organizations, International Association of Chiefs of Police in 2018. He is certified as a SWAT Lead Officer and Instructor and is Nationally Certified as a Polite for Small Unmanned Aircrafts, Deputy Chief Grizzell, has received several awards in his career and a Mayor's Hero of the Month recently.

#### **Plan for Collecting the Data Required for the Solicitations' Performance Measures**

JPD's Real Time Command Center along with the UM Research Graduate Interns and one PHD Graduate will determine the most effective way to merge all the information gathered through the COJ CGIC. They will evaluate and analyze data to understand patterns which may suggest a redirection of resources. They will also develop a baseline for the measurement of crimes committed. Furthermore, the UM interns will create surveys to be completed by investigators and prosecutors to create a baseline measurement for prosecutorial success rates of cases involving gun crimes. They will compare this data to the information at the end of the project and suggest recommendations for changes. UM will document the implementation of the project and evaluate the impact of the project on key outcome measures. The process evaluation will measure the integrity of the planned project and present findings related to the advantages and barriers to implementing this COJ CGIC. The COJ CGIC Analysts will be responsible for collecting process and output data related to these project responsibilities.



This will include but not limited to calls for service, calls resulting in a confirmed shooting, gunshot detection alerts with the RTCC and a drone resulting in confirmed shootings, ballistic/crime guns recovered that are entered into NIBIN, guns entered into NIBIN that are entered within 24/48 hours, crime guns entered into NIBIN that are traced through ATF, crime gun traces resulting in a hit, cases closed by arrest, suspects arrested, number of prosecutors assigned to the program, suspects arrested who were prosecuted, defendants convicted and partners in place with a Memorandum of Understanding. The collection of these and related data will be facilitated by UM, who will create the COJ CGIC “performance measures data warehouse” that will provide reports for evaluative and project reporting purposes.

In addition, UM will interview key stakeholders (officers, investigator, prosecutors, partners, etc.) about their perceptions and involvement in the COJ CGIC, as well as their perceptions of the effectiveness of specific activities. UM will also administer and analyze pre-and-post training assessments of all training workshops. These surveys will be used to compare the pre and post training knowledge to assess enhancements in each partner’s understanding of the COJ CGIC and will be used to identify the strengths and weakness of the project partner knowledge about the COJ CGIC so that project leaders can change training based on the needs of the partners.

UM will also conduct an impact evaluation of the project. Specifically, they will examine the impact of the project on gun related violence at the group, individual and neighborhood levels. UM will use several time-series models to assess the effects of different forms of firearms violence. This type of analysis will evaluate if the number of firearms crimes reported in one month is related to the number of firearms crimes in the previous month (temporal autocorrelation). Across all models. UM will control for changes in firearms violence that may be seasonal and will account for the overall effects with additional variables that assess the effect of diverse types of programmatic processes (such as number of gun traces, NIBIN hits, time to NIBIN entry) on desired outcomes (cases relating in an arrest, conviction, rates of violence).

### Timelines

<b>Project Objective</b>	<b>Activity</b>	<b>Expected Completion Date</b>	<b>Responsible Party</b>
A collaborative working group	Convene working group for project kick-off	Month 7	COJ CGIC Project Manager/JPD Leadership Team
A collaborative working group	Working group will meet monthly	Month 30	COJ CGIC Program Manager/JPD Leadership Team
A collaborative working group	Sign MOUs with all partners	Months 7-8	JPD Leadership Team
A Crime Gun Intelligence Center business process	Attend peer-to-peer training	Months 5-6	JPD Leadership Team
A Crime Gun Intelligence Center business process	Utilize NIBIN and eTrace	Months 9 - 10	MC Scientific Evidence Unit
A Crime Gun Intelligence Center business process	Procure bullet recovery system, microscope and laboratory supplies	Months 9 - 12	JPD Grants Unit
A Crime Gun Intelligence Center business process	Design and implement revised COJ CGIC workflow operations	Current – 36 Months	JPD Leadership Team
Dedicated staff to support effective investigations an prosecution	Initiative Intergovernmental Agreements with DA and JSU	Months 7-10	JPD Grants Unit
Dedicated staff to support effective investigations an prosecution	Hire Investigative Analysts	Month 7-10	MCID/JPD Grants Unit
Comprehensive training program	Design and implement comprehensive training to officers, investigators and prosecutors	Months 7-30	JPD Leadership Team
Violent Crime prevention strategies	Use the COJ CGIC collaboration to assist in the identification of shooters	Months 7-36	MCID/Deputy Chief's
Improve response to gun shots fired	Use the COJ CGIC collaboration to assist in the prosecution of shooters	Months 7-36	Deputy Chief's/MCID/RTCC/ Hinds County District Attorney's Office/

<b>Improve response to gun shots fired</b>	<b>Procure gun shots detection Cameras</b>	<b>Months 13-21</b>	<b>JPD Grants Unit</b>
<b>Improve response to gun shots fired Cameras ID</b>	<b>Collect and disseminate data to officers and investigators</b>	<b>Months 17-36</b>	<b>RTCC</b>
<b>Performance data collected</b>	<b>Obtain baseline data</b>	<b>Months 7-10</b>	<b>JSU</b>
<b>Performance data collected</b>	<b>Implement a plan for collecting data</b>	<b>Months 7-36</b>	<b>JSU</b>
<b>Performance data collected</b>	<b>Analyze and make recommended changes</b>	<b>Months 7-36</b>	<b>JSU</b>
<b>A final analysis report</b>	<b>Final report submitted to BJA</b>	<b>Months 35-36</b>	<b>JPD Grants Unit</b>

**Other**

Certified

**Application Attachments**

Name	Category	Created by	Date Added
 Executive Order No 2019-6 COJ Overtime Compensation.pdf	Additional Application Components Other	Juan Gray	05/23/2022
 COJ Chief Davis CGIC.pdf	Additional Application Components Other	Juan Gray	05/23/2022
 UM CGIC.pdf	Additional Application Components Other	Juan Gray	05/23/2022
 US ATF CGIC.pdf	Additional Application Components Other	Juan Gray	05/23/2022
 Letters of Support CGIC 2022 5.pdf	Additional Application Components Other	Juan Gray	05/23/2022
 COJ CGIC_Timelines_2022 Revised 1.docx	Additional Application Components Other	Juan Gray	05/23/2022
 COJ CGIC_R.E2022 Revised 2.pdf	Research Independence Integrity	Juan Gray	05/23/2022
 No Tribal CGIC FY 2022.docx	Tribal Authorizing Resolution	Juan Gray	05/23/2022
 COJ CGIC_Disclosure of Pending Applications_2022 Revised 2.docx	Disclosure of Process Related to Executive Compensation	Juan Gray	05/23/2022
 High Risk CGIC FY 2022.docx	Budget Financial Management Questionnaire	Juan Gray	05/23/2022

	No Indirect Cost CGIC FY 2022.docx	Budget Indirect Cost Rate Agreement	Juan Gray	05/23/2022
	COJ CGIC_Timelines_2022 Revised.docx	Proposal Narrative	Juan Gray	05/23/2022
	COJ CGIC\$29 Program Narrative_2022 Revised1.docx	Proposal Narrative	Juan Gray	05/23/2022
	manifest.txt	Program/Project Congressional Districts		05/09/2022
	Form SF424_4_0- V4.0.pdf	Program/Project Congressional Districts		05/09/2022
	Form SFLLL_2_0- V2.0.pdf	LobbyingActivitiesDis		05/09/2022
	GrantApplication.xml	Program/Project Congressional Districts		05/09/2022
		Correspondence	Job(GetApplicationSch	05/09/2022

**Budget and Associated Documentation**

	Year 1	Total
Personnel	\$67,815.9	\$67,815.9
Fringe Benefits	\$17,798.4	\$17,798.4
Travel	\$0.00	\$0.00
Equipment	\$490,300.0	\$490,300.0
Supplies	\$124,085.5	\$124,085.5
Construction	\$0.00	\$0.00
SubAwards	\$0.00	\$0.00
Procurement Contracts	\$0.00	\$0.00
Other Costs	\$0.00	\$0.00
<b>Total Direct Costs</b>	<b>\$700,000.0</b>	<b>\$700,000.0</b>
Indirect Costs	\$0.00	\$0.00
<b>Total Project Costs</b>	<b>\$700,000.0</b>	<b>\$700,000.0</b>

**Total Project Cost Breakdown**

	Total	Percentage
Federal	\$699,999.5	100.00%

Funds Match Amount 0.00%  
 Program Income Amount 0.00%

**Please note:** After completing this budget detail summary, please confirm that the following final values entered in this section are identical to those entered in the corresponding estimated cost section of the Standard Applicant Information. Specifically, the following must be equivalent. If they are not, you will not be able to submit this application until they are updated to be equivalent.

Standard Applicant Information	Equals	Budget Summary
Total Estimated Funding	=	Total Project Costs
Federal Estimated Funding (federal share)	=	Federal Funds
Applicant Estimated Funding (non-federal share)	=	Match Amount
Program Income Estimated Funding	=	Program Income Amount

**Budget Detail Summary View**

Budget Category

Personnel

Budget Year

Year 1

Name	Position	Salary	Rate	Time Worked	Percentage of Time (%)	Total Cost
1 Dr. Wes Jennings	Research & Evaluator	\$13,631.87	Y	1.00	100.00%	\$13,631.87
2 TBA	Firearm ToolMark	\$54,184.08	Y	1.00	100.00%	\$54,184.08

Personnel Total Cost  
**\$67,815.95**

Additional Narrative

The CGIC Firearm Toolmark (100% of time will be spent on project) position will ensure that all crime gun data is generated by NIBIN and eTrace are uniformly collected, examined and investigated by CGIC partners. Also, report grant activities, ensure project benchmarks are achieved. The position will begin prior to the individual going to training and getting certified by ATF in the amount \$54,184.08 plus benefits per year for 36 months.

Dr Jennings will oversee the University of Mississippi Interns for the research partner and project evaluator of the grant.

**Fringe Benefits**

**Budget Year**

Year 1

Name	Base	Rate (%)	Total Cost
1 Firearm ToolMark INS	\$4,225.33	100%	\$4,225.33
2 Firearm ToolMark	\$54,184.08	17.40%	\$9,428.03
3 Firearm ToolMark	\$54,184.08	1.45%	\$785.67
4 Firearm ToolMark	\$54,184.08	6.2%	\$3,359.41

Fringe Benefits Total Cost  
**\$17,798.44**

**Additional Narrative**

The FICA taxes are calculated at 6.2% of the combined total salaries \$3359.41.  
 TBA (Firearm Toolmark) (Medicare) at 1.45% = \$785.67  
 TBA (Firearm Toolmark) Retirement at 17.40% = \$9428.03  
 TBA Firearm Toolmark Insurance at \$4225.00 yearly  
 Health Insurance Benefits at \$4225.00 per year = \$4225.00. Retirement benefits are calculated at 17.40% of their monthly salary: Firearm Toolmark, \$54,184.08 x 17.40% = \$9,428.03 per year. Medicare at \$54,184.08 x 1.45% = \$785.67 yearly.

**Travel**

**Equipment**

**Budget Year**

Year 1

Equipment Item	# of Items	Cost	Total Cost
1 Color Scanner for Cases	1.00	\$45,000.00	\$45,000.00



2	SUV's w/Lights & Sirens	2.00	\$45,000.00	\$90,000.00
3	Cameras on Poles	20.00	\$15,000.00	\$300,000.00
4	Drones & Certification	2.00	\$12,500.00	\$25,000.00
5	Cellebrite UFED Series	1.00	\$16,000.00	\$16,000.00
6	Autel Maxicheck MX808	7.00	\$380.00	\$2,660.00
7	First Response Vest Carrier	42.00	\$170.00	\$7,140.00
8	Mobile Identification	6.00	\$416.67	\$2,500.02
9	All-In One Copier /Scanner	2.00	\$1,000.00	\$2,000.00

Equipment Total Cost

\$490,300.02

Additional Narrative

Purchasing two stand alone All-In-One Copier/Scanner will be used for each employee to scan documents to their computers for submitting reports to ATF. The cost of these Copier/scanners is \$1,000.00 each @ 2 = \$2,000.00. The mobile identification scanner will allow officers to indentify suspects and/or criminals 6 units @ \$416.67=\$2500.02. First Response Carrier for the officers vest will allow them to have outer carriers for duty 42 @\$170=\$7,140.00. Autel-MX808 is to Auto Thief officers, this will assist officers in finding stolen vehicles and identifying owners of vehicles \$380@7=\$2,660.00. Cellebrite allows the officers to jail break phones of criminals or deceased individuals and will be a standard in our laband a standalone device for investigations1@ \$16,000=\$16,000. JPD is in need of dornes(2@\$12,500=\$25,000) this will allow a certified officer/polite to man the dornes and find suspects or criminals in the field. Cameras are our eyes in the sky that will be were officers cannot be in a time of emergency we have identified twenty(20) locations of high crime gun areas that will have cameras man by the RTCC 20@\$15,000=\$300,000. There are 2 patrol vehicles in the grant for detectives with lights and sirens this will allow the department to have additional manpower on call 24/7 2@\$45,000=\$90,000. To help the case loads move faster we are purchasing a commercial scanner that will scan cases to the cloud for backup 1@\$45,000=\$45,000.

Supplies

Budget Year

Year 1

Purpose of Supply Items	# of Items	Unit Cost	Total Cost
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1	Printing, Publications	1.00	\$5,000.00	\$5,000.00
2	LapTops (Forensics) 15"	2.00	\$1,797.06	\$3,594.12
3	LapTops (Forensics) 13"	2.00	\$2,433.06	\$4,866.12
4	Rugged Carrying Cases	35.00	\$58.62	\$2,051.70
5	Microsoft Keyboard Equip	35.00	\$211.06	\$7,387.10
6	Office PRO 2021 WIN	35.00	\$384.62	\$13,461.70
7	LapTops Detectives	35.00	\$2,220.71	\$77,724.85
8	Office Supplies	1.00	\$10,000.00	\$10,000.00

Supplies Total Cost  
**\$124,085.59**

#### Additional Narrative

Due to the coronavirus (Covid-19) and social distancing we would like to add 4-Laptops computers 2-13" @\$2,433.06=\$4, 866.12, 2-15"@ \$1,797.06=\$3,594.12 they are necessary for the Forensics Crime Lab employees to perform their duties remotely. Additionally, The Major Crimes Division has not been updated with equipment in 20 years detectives cannot complete there jobs because they lack the technology and/or equipment to perform their jobs. Also, in order to have remote access to victims and family subscriptions to social distancing software will be needed. Zoom and Team software will be ideal for the Major Crimes employees to remain in contact with victims and their families during this crisis. However, this will give the Officers equipment to communicate with the Real Time Command Center(RTCC) in Real Time. Office Supplies will be purchases pens, paper,copy paper and etc \$10,000, LapTops for Detectives 35@\$2,220.71=\$77,724.85 ans software 35@\$384.62=\$13,461.70, Carrying cases 35@\$58.62=\$2,051.70, Keyboard Equipment 35@\$211.06=\$7,387.10.

The operation of the COJ-CGIC Program will be used to inform the community by printing of publications such as pamphlets, business cards or the purchase of books and CDs for the direct services that we provide to help community relations and victims of crimes.

Construction

**Budget Year**

Year 1

SubAwards

Procurement Contracts

Budget Year

Year 1

Other Costs

Indirect Costs

DOES THIS BUDGET CONTAIN CONFERENCE COSTS WHICH IS DEFINED BROADLY TO INCLUDE MEETINGS, RETREATS, SEMINARS, SYMPOSIA, AND TRAINING ACTIVITIES? **No**



O-BJA-2022-171021  
BJA FY 22 Local Law Enforcement Crime Gun Intelligence Center  
Integration Initiative  
Department of Justice  
Bureau of Justice Assistance

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**GENERAL INFORMATION**

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**Document Type:** Grants Notice  
**Funding Opportunity Number:** O-BJA-2022-171021  
**Funding Opportunity Title:** BJA FY 22 Local Law Enforcement Crime Gun Intelligence Center  
Integration Initiative  
**Opportunity Category:** Discretionary  
**Opportunity Category Explanation:**  
**Funding Instrument Type:** Grant  
**Category of Funding Activity:** Law, Justice and Legal Services  
**Category Explanation:**  
**Expected Number of Awards:** 7  
**CFDA Number(s):** 16.738 -- Edward Byrne Memorial Justice Assistance Grant  
Program  
**Cost Sharing or Matching Requirement:** No

**Version:** Synopsis 3  
**Posted Date:** Mar 16, 2022  
**Last Updated Date:** Apr 15, 2022  
**Original Closing Date for Applications:** May 16, 2022  
**Current Closing Date for Applications:** May 19, 2022  
**Archive Date:**  
**Estimated Total Program Funding:** \$5,000,000  
**Award Ceiling:** \$700,000  
**Award Floor:** \$0

Grant # 13611548

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**ELIGIBILITY**

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**Eligible Applicants:**

Others (see text field entitled "Additional Information on Eligibility" for clarification)

**Additional Information on Eligibility:** -State, local, and tribal law enforcement agencies -Governmental non-law enforcement agencies -Native American tribal governments (federally recognized) &nbsp; To advance Executive Order 13929 Safe Policing for Safe Communities, the Attorney General determined that all state, local, and university or college law enforcement agencies must be certified by an approved independent credentialing body or have started the certification process, to be eligible for FY 2022 DOJ discretionary grant funding. To become certified, the law enforcement agency must meet two mandatory conditions: (1) the agency's use-of-force policies adhere to all applicable federal, state, and local laws and (2) the agency's use-of-force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. The certification requirement also applies to law enforcement agencies receiving DOJ discretionary grant funding through a subaward. For detailed information on this certification requirement, please visit <https://cops.usdoj.gov/SafePolicingEO> to access the Standards for Certification on Safe Policing for Safe Communities, the Implementation Fact Sheet, and the List of Designated Independent Credentialing Bodies. &nbsp; All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

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**ADDITIONAL INFORMATION**

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**Agency Name:** Bureau of Justice Assistance

**Description:** OJP is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

The Local Law Enforcement Crime Gun Intelligence Center Integration Initiative, administered by BJA in partnership with ATF, is a competitive grant program that provides funding to state, local, and tribal government entities that are experiencing precipitous increases in violent gun-related crime.

The purpose of this initiative is to support local and tribal jurisdictions' capacity to work with their ATF partners to utilize intelligence, technology, and community engagement to swiftly identify unlawfully used firearms and their sources, and effectively prosecute perpetrators engaged in violent crime.

**Link to Additional Information:** <https://bja.ojp.gov/funding/opportunities/o-bja-2022-171021>

**Grantor Contact Information:** If you have difficulty accessing the full announcement electronically, please contact:

For technical assistance with submitting the Application for Federal Assistance standard form (SF)-424 and a Disclosure of Lobbying Activities form (SF-LLL) in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, Grants.gov customer support, or support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the full application in DOJ's Justice Grants System (JustGrants), contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. The JustGrants Service Desk operates 5 a.m. to 9 p.m. eastern time Monday - Friday and 9 a.m. to 5 p.m. Saturday, Sunday, and federal holidays.

For assistance with any other requirements of this solicitation, contact the OJP Response Center, by telephone at 800-851-3420 or TTY: 301-240-6310 (hearing impaired only) or by email at grants@ncjrs.gov. The OJP Response Center hours of operation are 10:00 a.m. to 6:00 p.m., eastern time Monday-Friday, and 10:00 a.m. to 8:00 p.m. on the solicitation closing date.  
grants@ncjrs.gov

Technical Assistance



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance



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## Local Law Enforcement Crime Gun Intelligence Center Integration Initiative FY 2022 Competitive Grant Solicitation

Assistance Listing Number #	16.738
Grants.gov Opportunity Number:	O-BJA-2022-171021
Solicitation Release Date:	March 16, 2022 3:00 PM
Grants.gov Deadline:	May 19, 2022 8:59 PM
Application JustGrants Deadline:	May 23, 2022 8:59 PM

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### Overview

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) seeks applications for funding to address firearm-related crime and forensics through the establishment of Crime Gun Intelligence Centers ( CGICs). This initiative is a partnership with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) to utilize intelligence, technology, and community engagement to swiftly identify crime guns and their sources, and effectively prosecute perpetrators.

The program furthers the DOJ's mission by assisting state, local, and tribal law enforcement with enhancing their investigative and prosecutorial resources to improve their ability to hold violent gun offenders accountable and reduce violent crime. To learn more, view the ATF CGIC Fact Sheet at: <https://crimegunintelcenters.org/wp-content/uploads/2017/07/5-THINGS-CGIC.pdf>.

This solicitation incorporates the OJP Grant Application Resource Guide by reference. The OJP Grant Application Resource Guide provides guidance to applicants for the preparation and submission to OJP of applications for funding. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

### Solicitation Categories

This solicitation does not include Solicitation Categories.

### Eligible Applicants:

Other

### Other

- State, local, and tribal law enforcement agencies
- Governmental non-law enforcement agencies
- Native American tribal governments (federally recognized)



To advance Executive Order 13929 Safe Policing for Safe Communities, the Attorney General determined that all state, local, and university or college law enforcement agencies must be certified by an approved independent credentialing body or have started the certification process, to be eligible for FY 2022 DOJ discretionary grant funding. To become certified, the law enforcement agency must meet two mandatory conditions: (1) the agency's use-of-force policies adhere to all applicable federal, state, and local laws and (2) the agency's use-of-force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. The certification requirement also applies to law enforcement agencies receiving DOJ discretionary grant funding through a subaward. For detailed information on this certification requirement, please visit <https://cops.usdoj.gov/SafePolicingEO> to access the Standards for Certification on Safe Policing for Safe Communities, the Implementation Fact Sheet, and the List of Designated Independent Credentialing Bodies.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

BJA may elect to fund applications submitted under this FY 2022 solicitation in future fiscal years, dependent on, among other considerations, the merit of the applications and on the availability of appropriations.

#### Contact Information

For technical assistance with submitting the Application for Federal Assistance standard form (SF)-424 and a Disclosure of Lobbying Activities form (SF-LLL) in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov customer support](mailto:Grants.gov_customer_support), or [support@grants.gov](mailto:support@grants.gov). The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the full application in DOJ's Justice Grants System (JustGrants), contact the JustGrants Service Desk at 833-872-5175 or [JustGrants.Support@usdoj.gov](mailto:JustGrants.Support@usdoj.gov). The JustGrants Service Desk operates 5 a.m. to 9 p.m. eastern time Monday - Friday and 9 a.m. to 5 p.m. Saturday, Sunday, and federal holidays.

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#### Submission Information

Applications will be submitted to DOJ in two steps.

**Step 1:** The applicant must submit by the Grants.gov deadline the required Application for Federal Assistance standard form (SF)-424 and a Disclosure of Lobbying Activities (SF-LLL) form when they register in Grants.gov at <https://www.grants.gov/web/grants/register.html>.

Beginning April 4, 2022, the Federal government will cease using the Data Universal Numbering System (DUNS) number to uniquely identify entities. At that point, entities doing business with the Federal government will use a Unique Entity Identifier (UEI) created in SAM.gov. If your entity is currently registered in SAM.gov, your UEI has already been assigned and is viewable in SAM.gov. This includes inactive registrations. If you are a new entity registering in SAM.gov, you will continue to register in SAM.gov using the DUNS number assigned by Dun and Bradstreet (D&B) until April 4, 2022. Upon completing your registration in SAM.gov, you will be assigned a UEI. For additional information, see the [Unique Entity Identifier Update](#) and the [OJP Grant Application Resource Guide](#).

**IMPORTANT:** Grants.gov will transition to UEI at 11:59 p.m. eastern time (ET) on March 31, 2022.

To support this transition, DOJ will update all posted Grants.gov funding opportunity packages to reflect the use of UEI.

All entities applying for DOJ funding opportunities that have a Grants.gov close date after March 31, 2022, must take one of the following actions:

1) Complete and submit the SF-424 and SF-LLL no later than **March 30, 2022, at 8:00 p.m. ET.**

- If the SF-424 is not completed and submitted by this time, any information contained in the SF-424 will be lost during the transition.
- If this occurs, applicants will need to re-enter their data in the new SF-424 form upon returning to Grants.gov on April 1, 2022.

2) Wait until April 1, 2022, to begin and submit the Grants.gov application.

**Step 2:** The applicant must then submit the **full application** including attachments in JustGrants at [JustGrants.usdoj.gov](https://JustGrants.usdoj.gov). To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline. OJP encourages applicants to review, the "How to Apply" section in the [OJP Grant Application Resource Guide](#) and the [JustGrants website](#) for more information, resources, and training.

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## **Program Description**

### **Overview**

OJP is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

The Local Law Enforcement Crime Gun Intelligence Center Integration Initiative, administered by BJA in partnership with ATF, is a competitive grant program that provides funding to state, local, and tribal government entities that are experiencing precipitous increases in violent gun-related crime.

The purpose of this initiative is to support local and tribal jurisdictions' capacity to work with their ATF partners to utilize intelligence, technology, and community engagement to swiftly identify unlawfully used firearms and their sources, and effectively prosecute perpetrators engaged in violent crime.

### **Statutory Authority**

Funding for this program is anticipated under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The JAG Program authorization provides that up to 5 percent of the funds available to carry out subpart 1 of Title I, Part E of the Omnibus Crime Control and Safe Streets Act of 1968 ("Omnibus") may be granted, among other reasons, for one or more of the purposes specified in 34 U.S.C. § 10152 upon a determination that it is necessary "to combat, address, or otherwise respond to precipitous or extraordinary increases in crime, or in a type or types of crime." 34 U.S.C. § 10157(b)(1). Any awards under this solicitation would be made under statutory authority provided by the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260, 134 Stat. 1182, 1260.

### **Specific Information**

The applicant must clearly identify how the funding will directly address a precipitous or extraordinary increase in violent firearm-related crime in its jurisdiction. This could be for the applicant's entire jurisdiction or for a specific area in the jurisdiction. The applicant must identify the following:

- Categories or types of firearm-related violent crime that have precipitously increased within the jurisdiction
- Period of time during which the categories/types of crime increased
- Number of criminal nonfatal shootings and homicides committed with the use of a firearm
- Volume of firearm violence in the target locality or region

The applicant must clearly state whether funding will be used to develop a new CGIC or to expand an existing CGIC.

**Award recipients will work with ATF to collaborate on the immediate collection, management, and analysis of crime gun evidence such as shell casings and test fires of unlawfully used firearms recovered in real time to identify criminal shooters, disrupt criminal activity, and prevent future violence. If selected, the applicant will be required to**

develop a memorandum of understanding (MOU) with ATF outlining the development of a new CGIC or expansion of existing work. The applicant must include a letter of support from the local ATF field office with its application. The list of ATF Field Divisions can be found at <https://www.atf.gov/contact/atf-field-divisions>.

This collaboration will use both ATF's eTrace (Electronic Tracing System), run by the National Tracing Center, and ATF's National Integrated Ballistics Information Network (NIBIN), and, if available, the NIBIN National Correlation and Training Center (NNCTC). NIBIN is the only national network that allows for the capture and comparison of ballistic evidence to aid in solving and preventing violent crimes involving firearms. NIBIN technology compares images of submitted ballistic evidence from shooting scenes and recovered firearms and produces a list of possible similar results. Trained NIBIN technicians then conduct a correlation review of these results, identifying NIBIN leads or potential links or associations from the same firearm. eTrace is an internet-based system that allows participating law enforcement agencies to submit firearm traces to the ATF for identification. To learn about eTrace, contact ATF's National Tracing Center at 1-800-788-7133, extension 01540, or visit the eTrace homepage at <https://etrace.atf.gov/etrace/>.

A key component of a CGIC is collaborative meetings with local, state, and federal partners to review intelligence and information on recent shootings and NIBIN leads. One of these routine meetings should be dedicated to GunStat, which measures core strategies and benchmarks that lead to an overall reduction in violent gun-related crime. The GunStat meeting should include parole and probation and the juvenile supervision agency as additional partners, and its focus should be to prioritize warrant service, improve compliance of those gun offenders under supervision, and enforce all relevant gun laws. The partners should also follow up on those gun offenders who have been previously identified and discuss any new offenders identified through the most recent NIBIN leads. Note that awardees will receive training and technical assistance provided by BJA at no cost to the grantee on the GunStat process and should indicate a willingness to implement it.

In August 2018, ATF's National Crime Gun Intelligence Board released a crime gun best practices guide that can be found at <https://crimegunintelcenters.org/wp-content/uploads/2018/09/CGI-Manual-Best-Practices-ATF-27-AUG-18.pdf>. Also, to learn more about the initiative generally, visit [Crime Gun Intelligence Center \(CGIC\) Initiative | Overview | Bureau of Justice Assistance \(ojp.gov\)](#).

#### **Goals, Objectives, Deliverables, and Timeline**

##### **Goals**

The primary goal of a CGIC is to develop leads that will identify armed violent offenders for investigation and prosecution.

##### **Objectives**

The objective is to adhere to the BJA-ATF CGIC model as outlined in the deliverables

section below, which includes intensive, timely, ongoing collaboration with ATF, local and tribal police, local crime laboratories, probation and parole, prosecuting attorneys, U.S. Attorneys' Offices (USAOs), crime analysts, community groups, and academic organizations.

### Deliverables

Awardees are required to provide the following deliverables at the conclusion of their grants, in accordance with the BJA-ATF CGIC model:

1. **A collaborative working group**, the CGIC integration team, including representatives from ATF, local/tribal police, probation and parole, prosecuting attorneys, USAO, local crime laboratory, crime analysts, community groups, and academic organizations. This working group will be formed using an MOU detailing partner roles and responsibilities.
2. **A Crime Gun Intelligence Center business process** utilizing NIBIN and crime gun tracing through eTrace, including purchasing appropriate technology, if necessary. This process includes developing policy that governs a crime scene response and delivery of forensic evidence to the crime laboratory in a timely fashion, as well as prioritizes NIBN cases for prosecution. This process should also incorporate the use of GunStat to support reductions in violent crime and recidivism by identifying repeat gun offenders and gun-related cases. With GunStat, law enforcement, prosecution, and community supervision agencies prioritize these cases through shared data and intelligence as a way to disrupt the shooting cycle and keep violent offenders off the street.
3. **Effective investigations and prosecutions of violent crime** involving feloniously used firearms.
4. **Ability to train** new staff and criminal justice partners to develop the skills necessary to effectively investigate and prosecute gun crime.
5. **Violent crime prevention strategies** in collaboration with community and nongovernmental organizations.
6. **Improved response to gun shots fired.**
7. **Collection of performance data** that reinforce the CGIC goal.
8. **A final analysis report** describing the CGIC's implementation and outcomes.

The Goals, Objectives, and Deliverables are directly related to the performance measures that show the completed work's results, as discussed in the Application and Submission Information section.

#### **Evidence-Based Programs or Practices**

OJP strongly encourages the use of data and evidence in policymaking and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

**Information Regarding Potential Evaluation of Programs and Activities**

OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information, see the [OJP Grant Application Resource Guide](#) section entitled "Information Regarding Potential Evaluation of Programs and Activities."

**Priority Areas**

The Department of Justice is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

Priority consideration will be given to jurisdictions with:

- High volume of nonfatal shootings
- High volume of firearm-related homicides
- Demonstrated strong partnerships, including with tribes and sheriffs' offices

To receive priority consideration, applicants must provide data demonstrating the high volume of nonfatal shootings and/or firearm-related homicides. To receive priority consideration for demonstrating strong partnerships, including with tribes and sheriffs' offices, applicants must include a detailed description in the proposal narrative.

BJA may also give priority selection consideration to those jurisdictions that have never received CGIC funding in previous years.

**Federal Award Information**

**Solicitation Categories**

This solicitation does not include Solicitation Categories.

**Awards, Amounts and Durations**

**Anticipated Number of Awards**

7

**Anticipated Maximum Dollar Amount of Awards**

\$700,000.00

**Period of Performance Start Date**

10/1/22 12:00 AM

**Period of Performance Duration (Months)**

36

**Anticipated Total Amount to be Awarded Under Solicitation**

\$4,900,000.00

**Continuation Funding Intent**

BJA may, in certain cases, provide additional funding in future years to awards made under this solicitation, through continuation awards. OJP will consider, among other factors, OJP's strategic priorities, a recipient's overall management of the award, and progress of award funded work, when making continuation award decisions.

**Availability of Funds**



This solicitation, and awards (if any are made) under this solicitation, are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person

**Types of Awards**

BJA expects to make awards under this solicitation as grants. See the "Administrative, National Policy, and Other Legal Requirements" section of the OJP Grant Application Resource Guide for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants (and cooperative agreements).

**Financial Management and System of Internal Controls**

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See OJP Grant Application Resource Guide for additional information.

**Budget Information**

The applicant must clearly delineate the amount of funding requested for personnel and CGIC integration. The personnel cost could include, but is not limited to, analysts, investigators, detectives, lab staff, prosecutors, and project coordinators.

→ A limited amount of funds may be used for technology and equipment such as, but not limited to, test-fire equipment, NIBIN machines, analytic software, data collection software, and gunshot detection systems and for costs to implement the NIBIN Enforcement Support System (NESS).

At least 20 percent of grant funding should be allocated to support the work of local/tribal prosecutors to ensure they are able to track and prioritize CGIC cases. This funding could be used for technology or tools for data collection and analysis, because it is critical to track the final outcome of cases generated from both NIBIN and eTrace leads.

**Cost Sharing or Matching Requirement**

This solicitation does not require a match.

**Unmanned Aircraft Systems**

The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and all accompanying accessories to support UAS or UAV, is unallowable.

**Pre-agreement Costs (also known as Pre-award Costs)**

See the [OJP Grant Application Resource Guide](#) information on Pre-agreement Costs (also known as Pre-award Costs).

**Limitation on Use of Award Funds for Employee Compensation: Waiver**

See the [OJP Grant Application Resource Guide](#) information on Limitation on Use of Award Funds for Employee Compensation; Waiver.

**Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs**

See the [OJP Grant Application Resource Guide](#) for information on Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs.

**Costs Associated with Language Assistance (if applicable)**

See the [OJP Grant Application Resource Guide](#) for information on Costs Associated with Language Assistance.

**Eligibility Information**

For eligibility information, see the title page.

For information on cost sharing or match requirements, see the "Federal Award Information" section.

**Application and Submission Information**

The following application elements **MUST** be included in the application submission for an application to meet the basic minimum requirements (BMR) to advance to peer review and receive consideration for funding:

- Proposal Abstract
- Proposal Narrative
- Budget Detail Worksheet and Budget Narrative

See the "Application Elements and Formatting Instructions" section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements or that is nonresponsive to the scope of the solicitation.

**Information to Complete the Application for Federal Assistance (SF-424)**

The SF-424 will be submitted in Grants.gov. The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

In Section F of the SF-424, please include the name and contact information of the individual who will complete the application in JustGrants. JustGrants will use this

information (email address) to assign the application to this user in JustGrants.

**Intergovernmental Review:** This solicitation (“funding opportunity”) is subject to Executive Order 12372. An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>. If the applicant’s State appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the State’s process under E.O. 12372. In completing the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. An applicant whose State does not appear on the SPOC list should answer question 19 by selecting the response that the: “Program is subject to E.O. 12372 but has not been selected by the State for review.”

**Standard Applicant Information (JustGrants 424 and General Agency Information)**

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. Applicants will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, applicants will need to: add zip codes for areas affected by the project; confirm their Authorized Representative; and verify the organization’s legal name and address.

**Proposal Abstract**

A proposal abstract (no more than 400 words) summarizing the proposed project, including the purpose of the project, primary activities, expected outcomes, the service area, and intended beneficiaries and subrecipients (if known), will be completed in the JustGrants web-based form. Proposal abstracts should be:

- Written for a general public audience.
- Submitted as a separate attachment with “Proposal Abstract” as part of its file name.
- Single-spaced, using a standard 12-point Times New Roman font with 1-inch margins.

This abstract should be written in the third person and will be made publicly available on the OJP website if the project is awarded.

**Proposal Narrative**

The attached document should be double-spaced, using a standard 12-point Times New Roman font; have no less than 1-inch margins; and **should not exceed 12 pages**. Pages should be numbered and submitted as an attachment. If the proposal narrative fails to comply with these length restrictions, BJA may negatively consider such noncompliance in peer review and in final award decisions.

**Description of the Issue**

The applicant must demonstrate it is experiencing a precipitous increase in violent firearm-related crime. The applicant must:

- I. Identify a firearm-related violent crime or type(s) of violent crime that has precipitously increased within the jurisdiction.
- II. Identify the period of time during which the relevant category of crime increased.

Provide sources such as statistics, research findings, or other objective evidence, as appropriate, substantiating the claimed increase. The applicant must document both Uniform Crime Report (UCR) and population data. The applicant must describe how its jurisdiction has experienced a precipitous increase in violent crime and the challenges associated with said increase.

#### Program Design

The applicant must detail how it will dedicate resources to implement the objective and essential elements of the CGIC model to create a comprehensive approach to addressing violent crime and felonious firearm use in its jurisdiction. Additionally, the applicant must detail how it will implement the deliverables listed in the Program Description section. The applicant should detail how it will work with specific law enforcement entities, probation and parole, crime laboratory, community organizations, and other stakeholder groups within the jurisdiction to ensure new policies and procedures are implemented that ensure the immediate collection, management, and analysis of illegal gun-related evidence, such as shell casings, in real time in an effort to identify shooters, disrupt criminal activity, and prevent future violence.

The applicant should specifically describe how its jurisdiction will meet the following criteria:

- Use a NIBIN machine that would support timely entry of all firearm-related evidence casings and test-fire casings, correlations, lead generation, and lead notification (or if the jurisdiction has a preexisting lab, please refer to it).
- Utilize the ATF NNCTC to review NIBIN entries and determine NIBIN hits, if available. Requests to join NNCTC must be made through the applicant's local ATF field office.
- All CGIC-participating local or tribal law enforcement agencies are expected to detail a task force officer (TFO) to the local ATF field office for assignment to ATF enforcement groups or, if the ATF is the primary CGIC coordinator, directly to the CGIC. The TFO should partner with ATF agents to conduct NIBIN- and eTrace-related investigations, target NIBIN/eTrace offenders, develop and analyze NIBIN/eTrace intelligence, and assist ATF with firearms trafficking and straw purchase investigations.
- Prioritize NIBIN through GunStat.
- Establish an ATF eTrace account(s) to trace recovered crime guns. (If the applicant does not have an existing account, please contact the local ATF field office to establish an account.)

- Develop a process for comprehensive crime gun tracing.
- Demonstrate a partnership with the appropriate district attorney's office (or office responsible for prosecuting criminal cases in the proposed CGIC area) and work with ATF to get a commitment from the USAO to strategically accept and prosecute cases coming from the CGIC program. (Letters from these offices indicating their commitment to participate in CGIC will strengthen the application and can be included as attachments.) Also, a reminder that 20 percent of the budget should be focused on prosecution.
- Through an MOU, demonstrate commitment to process firearm evidence with the appropriate crime lab following the required timeframes consistent with the CGIC model.

The applicant must describe specifically how the project will be accomplished by providing the expected objective and the performance measures applicable to this initiative. Include a comprehensive timeline (as an attachment) that identifies milestones, numerically lists deliverables, and identifies who is responsible for each activity.

The application should clearly describe how the CGIC will accomplish the following:

- Comprehensive collection of evidence
  - Evidence from all shooting incidents accepted for entry and correlation.
  - Routine NIBIN entries must be free from fee-for-service restrictions.
  - Policies and procedures must be in place to minimize latent print and DNA demands on routine submittals for NIBIN entry only.
- Timeliness
  - Streamline NIBIN-only cases to allow for lead notifications to be issued within 24–48 hours from evidence submission by using:
    - Evidence intake procedures that minimize the administrative time required for submitting evidence.
    - Technician input of shooting evidence and test fires prior to full firearm examination.
    - Release of unconfirmed NIBIN leads to the CGIC team.
  - Establish the following priority of evidence submissions into NIBIN:
    1. Current/recent fired cartridge casing evidence
    2. Current/recent test fires of crime guns
    3. Backlogged fired cartridge casing evidence
    4. Backlogged test fires of crime guns
- Follow-up

- Establish policies and procedures that ensure notifications are effectively disseminated in a timely manner. Ideally, they could be fed to a single liaison who would ensure all interested parties are notified.
- Establish policies and procedures that ensure accountability for follow-up investigations and working with prosecutors.
- Feedback loop
  - Conduct monthly review meetings with stakeholders.
  - Establish a means of feedback to the NIBIN site.
  - Establish a policy requiring successes to be communicated to the NIBIN site for dissemination.

Technological devices, artificial intelligence, predictive analytics, and other data-driven solutions (“Technological Enhancements”) are increasingly used to augment crime reduction strategies and efforts. Care must be taken to assess and address any potential harm that could be activated by these solutions to ensure privacy, civil rights, and civil liberties are protected. Applicants proposing to utilize grant funds to support technological enhancements directly or via training and technical assistance may receive priority consideration if their proposal addresses the tenants of digital trust such as:

- How the technology will be carefully implemented through training of personnel and the setting and enforcement of policies governing its use to ensure that it contributes to positive outcomes for public safety, the community and/or the criminal justice system.
- How the applicant will safeguard privacy, civil rights, and civil liberties throughout the duration of the project period.

#### **Capabilities and Competencies**

The applicant must clearly detail the expected or established structure of the collaborative team. Include a list of the key team members and describe the role of each. The applicant should identify the lead agency for this effort and outline its role and the plan for coordination among agencies. The applicant must also designate and discuss the responsibilities of the team lead for this project who will serve as the central point of contact.

The applicant must fully describe its capabilities and competencies to achieve the program objective and deliverables. The applicant must demonstrate capacity to develop and implement new policies and procedures within its jurisdiction and collaborate with various stakeholders from forensic, law enforcement, and community organizations to improve law enforcement’s management of, and response to, violent crime involving a firearm.

Describe the level of agency executive support for the project and the nature and extent of involvement by command staff in the project.

Describe the capabilities and competencies of the individual(s) responsible for tracking the performance measures and overall program accomplishments.

#### Plan for Collecting the Data

Describe the process for measuring project performance. Identify who will collect the data, who is responsible for performance measurements, and how the information will be used to guide and evaluate the impact of the project. Describe the process to accurately report data.

**Note:** Applicants are not required to submit performance data with the application. Rather, performance measure information is included as an alert that successful applicants will be required to submit performance data as part of each award's reporting requirements.

OJP will require each successful applicant to submit regular performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the goals, objectives, and deliverables identified in the "Goals, Objectives, and Deliverables" discussion. Applicants can visit OJP's performance measurement page at [www.ojp.gov/performance](http://www.ojp.gov/performance) for an overview of performance measurement activities at OJP.

A list of performance measure questions for this program can be found at: [Local Law Enforcement Crime Gun Intelligence Center Integration Initiative \(ojp.gov\)](http://www.ojp.gov/performance).

BJA will require award recipients to submit performance measures data and performance reports in JustGrants. Further guidance on the post-award submission process will be provided, if selected for an award.

#### **Note on Project Evaluations**

An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance under "Note on Project Evaluations" in the [OJP Grant Application Resource Guide](#).

#### **Goals, Objectives, Deliverables, and Timeline**

Applicants will submit the CGIC goals, objectives, deliverables, and timelines in the JustGrants Web-based form. See the [OJP Grant Application Resource Guide](#) for additional information.

#### **Budget and Associated Documentation**

##### **Budget Worksheet and Budget Narrative (Web-based Form)**

The applicant will complete the JustGrants web-based budget form. See the [OJP Grant Application Resource Guide](#) for additional information.

##### **Indirect Cost Rate Agreement (if applicable)**

Applicants will submit their indirect cost rate agreement by uploading the agreement as an

attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

**Financial Management Questionnaire (including applicant disclosure of high-risk status)**

The applicant will download the questionnaire, complete it, and submit it by uploading it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

**Disclosure of Process Related to Executive Compensation**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating its "Disclosure of Process Related to Executive Compensation" provisions. Applicants to this solicitation are not required to provide this disclosure.

**Additional Application Components**

Applicants will attach the additional requested documentation in JustGrants.

**Tribal Authorizing Resolution**

An application in response to this solicitation may require inclusion of tribal authorizing documentation as an attachment. If applicable, the applicant will submit the tribal authorizing documentation by uploading it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for information on tribal authorizing resolutions.

**Letters of Support**

**Letter from ATF Field Office**

The letter must outline how the applicant will work with the local ATF field office to expand upon its work and indicate that an MOU between the grantee and ATF will be developed. The applicant will submit the letter by uploading the document as an attachment in JustGrants.

**Letter from Chief Executive of the Law Enforcement Agency and Partner Agencies**

Attach a letter signed by the chief executive of the applicant law enforcement agency stating their support of the program and including support from the following agencies: local/tribal prosecutor, parole and probation, and the lab director. The applicant will submit the letter by uploading the document as an attachment in JustGrants.

**Research and Evaluation Independence and Integrity Statement**

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. Applicants will submit a description of their research and evaluation independence and integrity by uploading the document as an attachment in JustGrants. For additional information regarding demonstrating research/evaluation independence and integrity, including appropriate safeguards, see the [OJP Grant Application Resource Guide](#).



#### **Disclosures and Assurances**

Applicants will complete the following disclosures and assurances.

#### **Disclosure of Lobbying Activities**

Complete and submit the SF-LLL in Grants.gov. See the [OJP Grant Application Resource Guide](#) for additional information.

#### **DOJ Certified Standard Assurances**

Review and accept the DOJ Certified Standard Assurances in JustGrants See the [OJP Grant Application Resource Guide](#) for additional information.

#### **Applicant Disclosure of Duplication in Cost Items**

Complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the [OJP Grant Application Resource Guide](#) for additional information.

#### **DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements**

Review and accept the DOJ Certified Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Law Enforcement and Community Policing in JustGrants. See [OJP Grant Application Resource Guide](#) for additional information.

#### **Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)**

If applicable, submit the DOJ High Risk Disclosure and Justification as an attachment in JustGrants. A DOJ High Risk Grantee is an award recipient that has received a DOJ High Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or is otherwise not responsible. See the [OJP Grant Application Resource Guide](#) for additional information

#### **How to Apply**

Step 1: applicant must submit an **SF-424** and an **SF-LLL** in Grants.gov at <https://www.grants.gov/web/grants/register.html>.

Step 2: The applicant must then submit the **full application** including attachments in JustGrants at [JustGrants.usdoj.gov](https://www.justgrants.usdoj.gov).

For additional information, see the "How to Apply" section in the [OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

#### **Submission Dates and Time**

The **SF-424** and the **SF-LLL** must be submitted in Grants.gov by 8:59 PM ET on May 19, 2022.

**(IMPORTANT: Please carefully review UEI Transition details under Step 1. of the *Submission Information* section above).**

**The full application must be submitted in JustGrants by 8:59 PM on May 23, 2022.**

OJP urges applicants to submit their Grants.gov and JustGrants submissions prior to the due dates to allow sufficient time to correct errors and resubmit by the submission deadlines if a rejection notification is received. To be considered timely, the **full application** must be submitted in JustGrants by the JustGrants application deadline.

#### **Experiencing Unforeseen Technical Issues**

An applicant that experiences unforeseen SAM.gov, Grants.gov, or JustGrants technical issues beyond its control that prevent application submission by the deadline, must demonstrate all efforts in requesting technical support in order to submit an application by the deadline. Technical support is available via phone and email to the applicable SAM.gov, Grants.gov, or JustGrants support centers or service desks in which an applicant received a ticket number for resolution. If an applicant misses a deadline due to unforeseen technical difficulties, the applicant may request a waiver to submit an application after the deadline. **Note: If an applicant does not submit all the required Grants.gov forms by the Grants.gov deadline, the applicant will not be able to proceed to the JustGrants portion of the application process.**

An applicant experiencing technical difficulties with the following systems must contact the associated support desk indicated below to report the technical issue and receive a tracking number

- Grants.gov - contact the Grants.gov Customer Support Hotline
- SAM.gov - contact the SAM Help Desk (Federal Service Desk)
- JustGrants - contact the JustGrants Support Desk at JustGrants.Support@usdoj.gov or 833-872-5175

An applicant requesting a waiver to submit a late application must document their request for technical assistance in an email to the OJP Response Center at grants@ncjrs.gov **within 24 hours after the application deadline** to request approval to submit its application after the deadline. If an applicant has technical issues with Grants.gov, the applicant must contact the Grants.gov Customer Support Hotline within 24 hours of the Grants.gov deadline to request approval to submit after the deadline. However, waiver requests will not be reviewed until after the JustGrants deadline to allow time for all waivers to be submitted. Waiver requests to submit after the submission deadline must:

- Describe the technical difficulties experienced;

Include a timeline of the applicant's submission efforts (e.g., what date and time did the error occur, what date and time was action taken to resolve the issue and

resubmit; and what date and time did support representatives respond)

- Include an attachment(s) of the complete grant application and all required documentation and material; and
- Include the applicant's DUNS number (or Unique Entity Identifier if applying after April 4, 2022), any applicable SAM.gov tracking number(s), Grants.gov Help Desk, and JustGrants Support Desk Ticket Numbers.

OJP will review each request for late submission and required supporting documentation and notify the applicant whether the request has been approved or denied. For more details on the waiver process, OJP encourages applicants to review the "Experiencing Unforeseen Technical Issues" section in the [OJP Grant Application Resource Guide](#).

#### **Application Review Information**

##### **Review Criteria**

Applications that meet basic minimum requirements will be evaluated by peer reviewers. Applications will be evaluated on how the proposed project/program addresses the following criteria:

1. **Statement of the Problem/Description of the Issue (25%)** - evaluate the applicant's understanding of the program/issue to be addressed.
2. **Project Design and Implementation (25%)** - evaluate the adequacy of the proposal, including the goals, objectives, timelines, milestones, and deliverables.
3. **Capabilities and Competencies (15%)** - evaluate administrative and technical capacity of the applicant to successfully accomplish the goals and objectives.
4. **Plan for Collecting the Data Required for this Solicitation's Performance Measures (15%)** - evaluate the applicant's understanding of the performance data reporting requirements and the plan for collecting the required data.
5. **Budget (20%)** - evaluate for completeness, cost effectiveness, and allowability (e.g., reasonable, allocable, and necessary for project activities).

Other important considerations for BJA include geographic diversity, strategic priorities (specifically including, but not limited to, those priority areas already mentioned) available funding, past performance, a good partnership with ATF, and the extent to which the Budget Worksheet and Budget Narrative (web-based form) accurately explain project costs that are reasonable, necessary, and otherwise allowable under federal law and applicable federal cost principles.

##### **Review Process**

Applications submitted under this solicitation that meet basic minimum requirements, will be evaluated for technical merit by a peer review panel(s) in accordance with OJP peer review policy and procedures using the stated review criteria above.

OJP screens applications to ensure they meet the basic minimum requirements prior to

conducting peer review. Although specific requirements may vary, the following are common requirements applicable to all solicitations for funding under OJP programs:

- The application must be submitted by an eligible type of applicant.
- The application must request funding within programmatic funding constraints (if applicable).
- The application must be responsive to the scope of the solicitation.
- The application must include all items necessary to meet the basic minimum requirements.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant. Among other things to help assess whether an applicant that has one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

**Important note on FAPIIS:** An applicant, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may take into account not only peer review ratings and BJA recommendations, but also other factors as indicated in this section.

#### **Federal Award Administration Information**

##### **Federal Award Notices**

See the [OJP Grant Application Resource Guide](#) for information on award notifications and instructions.

##### **Administrative, National Policy, and Other Legal Requirements**

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance). For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the [OJP Grant Application Resource Guide](#).

##### **Information Technology (IT) Security Clauses**

An application in response to this solicitation may require inclusion of information related to information technology security. See the [OJP Grant Application Resource Guide](#) for information on information technology security.

**General Information about Post-Federal Award Reporting Requirements**

In addition to the deliverables described in the Program Description section, any recipient of an award under this solicitation will be required to submit certain reports and data.

**Required reports.** Recipients typically must submit quarterly financial reports, semi-annual performance reports, final financial and performance reports and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measures data.

**Federal Awarding Agency Contact(s)**

For OJP contact(s), see cover page.

For contact information for Grants.gov and JustGrants.gov, see cover page.

**Other Information**

**Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)**

See the [OJP Grant Application Resource Guide](#) for information on Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a).

**Provide Feedback to OJP**

See the [OJP Grant Application Resource Guide](#) for information on how to provide feedback to OJP.

**Performance Measures**

OJP will require each successful applicant to submit regular performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the goals, objectives, and deliverables identified under "Goals, Objectives, and Deliverables."

Applicants can also visit OJP's performance measurement page at [www.ojp.gov/performance](http://www.ojp.gov/performance) for an overview of performance measurement activities at OJP.

Award recipients will be required to submit performance measures data and performance reports in JustGrants. Further guidance on the post-award submission process will be provided, if selected for an award. A list of performance measure questions for this program can be found at: [Local Law Enforcement Crime Gun Intelligence Center](#)

Integration Initiative (ojp.gov).

**Application Checklist**

**Local Law Enforcement Crime Gun Intelligence Center Integration Initiative**

**Application Checklist**

This application checklist has been created as an aid in developing an application. The DOJ Application Submission Checklist is another resource.

**What an Applicant Must Do:**

*Prior to Registering in Grants.gov:*

- Confirm your Entity's System Award Management (SAM) Registration Information (see OJP Grant Application Resource Guide)
- Acquire a SAM Unique Entity Identifier (UEI)
  - If applying before April 4, 2022, obtain or confirm your Data Universal Number System (DUNS) number at www.dnb.com.
  - On April 4, 2022, the Federal government will stop using DUNS and start using the new SAM UEI

*To Register with Grants.gov:*

- Acquire AOR and Grants.gov username/password (see OJP Grant Application Resource Guide)
- Acquire AOR confirmation from the E-Biz POC (see OJP Grant Application Resource Guide)

*To Find Funding Opportunity:*

- Search for the Funding Opportunity on Grants.gov using the opportunity number, Assistance Listing or keyword(s)
- Access Funding Opportunity and Application Package (see Step 7 in the OJP Grant Application Resource Guide)
- Sign up for Grants.gov email notifications (optional) (see OJP Grant Application Resource Guide)
- Read Important Notice: Applying for Grants in Grants.gov

- Read OJP policy and guidance on conference approval, planning, reporting available at [ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm](http://ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm) (see [OJP Grant Application Resource Guide](#))

*Overview of Post-Award Legal Requirements:*

- Review the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2022 Awards](#)” in the [OJP Funding Resource Center](#).

*Scope Requirement:*

- The federal amount requested is within the allowable limit(s) of \$700,000.

*Eligibility Requirement:*

- State, local, and tribal law enforcement agencies
- Governmental non-law enforcement agencies
- Native American tribal governments (federally recognized)

**Prepare to submit the Application for Federal Assistance standard form (SF)-424 and Disclosure of Lobbying Activities form (SF-LLL)**

- Review Information to complete the Application for Federal Assistance (SF-424) in [Grants.gov](http://Grants.gov)
- Intergovernmental Review
- Complete Standard Applicant Information (SF-424 information from [Grants.gov](http://Grants.gov))
- Submit the **SF-424** and **SF-LLL** in [Grants.gov](http://Grants.gov)

*After SF-424 and SF-LLL Submission in Grants.gov, Receive Grants.gov Email Notifications That:*

- Submission has been received in [Grants.gov](http://Grants.gov)
- Submission has either been successfully validated or rejected with errors (see [OJP Grant Application Resource Guide](#))

*If No Grants.gov Receipt, and Validation or Error Notifications are Received:*

- Contact BJA or [Grants.gov](http://Grants.gov) Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov](http://Grants.gov) customer support, or [support@grants.gov](mailto:support@grants.gov) regarding technical difficulties (see [OJP Grant Application Resource Guide](#))

*Receive email notification to complete application in JustGrants:*

- Proceed to complete application in JustGrants

**Content of Application Submission:**

The following items are critical application elements required to pass Basic Minimum Requirements review. An application that OJP determines does not include the application elements that must be included in the application submission in order for the application to meet the basic minimum requirements, will neither proceed to peer review, nor receive further consideration.

- **Proposal Abstract**
- **Proposal Narrative**
- **Budget Detail Worksheet and Budget Narrative**

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#### **Budget and Associated Documentation**

- Indirect Cost Rate Agreement (if applicable) (see [OJP Grant Application Resource Guide](#))
- Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))
- Disclosure of Process related to Executive Compensation

#### **Additional Application Components**

- Research and Evaluation Independence and Integrity (see [OJP Grant Application Resource Guide](#))
- Request and Justification for Employee Compensation; Waiver (if applicable) (see [OJP Grant Application Resource Guide](#))
- Project Timeline
- Letter from ATF Field Office
- Letter from the Chief Executive of the Law Enforcement Agency and Partner Agencies

#### **Disclosures and Assurances**

- [Disclosure of Lobbying Activities \(SF-LLL\)](#) (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure of Duplication in Cost Items (Pending Applications) (see [OJP Grant Application Resource Guide](#))
- DOJ Certified Standard Assurance (see [OJP Grant Application Resource Guide](#))



- DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements (see OJP Grant Application Resource Guide)
- Applicant Disclosure and Justification - DOJ High Risk Grantees (if applicable) (see OJP Grant Application Resource Guide)

*Submit Application in JustGrants:*

- Application has been successfully submitted in JustGrants

If no JustGrants application submission, validation, or error notifications are received:

- Contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833-872-5175 regarding technical difficulties

# 5 THINGS

## YOU NEED TO KNOW ABOUT CRIME GUN INTELLIGENCE CENTERS [crimegunintelcenters.org](http://crimegunintelcenters.org)

A Crime Gun Intelligence Center (CGIC) is an interagency collaboration focused on the timely collection, management, and analysis of crime gun evidence, such as shell casings and semiautomatic handguns, using [NIBIN](#) and [eTrace](#). The CGIC process occurs in real time to identify serial shooters, disrupt criminal activity, and prevent future gun violence. The primary goal of these Centers is the timely identification, arrest, and prosecution of armed violent offenders. Other outcomes include: the identification of crime gun sources, efficient resource allocation, providing decision makers with the most accurate gun crime data available, and increased public safety.

Coupled with effective evidenced-based interventions such as Focused Deterrence and Hot Spot Policing, CGIC efforts decrease the number of shootings in a given community, improve the quality of gun crime investigations, increase clearance rates, and impactful prosecutorial outcomes; and increase public trust and confidence in law enforcement through meaningful community engagement. CGICs use forensic evidence- not race, socioeconomic status or other factors- to drive investigations and identify offenders.

These Centers are an intensive, ongoing, collaborative partnership between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), local police, crime/forensic laboratories, probation and parole, police gang units, prosecutors, the U.S. Attorney's Office, crime analysts, community groups, and academics. The role of each partner is equally as important as the next. To maintain effectiveness and sustainability, each partner must dedicate sufficient resources and personnel to the CGIC effort.



A project of the [Investigations Training and Technical Assistance Resource Center](#)

### 1 CONSISTENTLY COLLECT ALL BALLISTIC EVIDENCE

The immediate collection of all ballistic evidence (shell casings and crime guns) is critical to the success of the CGIC. All ballistic evidence is considered evidence of equal importance regardless of the circumstances of its recovery or the severity of the crime being investigated. This includes nonfatal shootings and shots fired calls.

### 2 UTILIZE NIBIN AND eTRACE IN A TIMELY MANNER

The goal is to guarantee timely and relevant NIBIN processing of all crime guns and recovered shell casings to develop actionable investigative leads and impactful prosecutions. Recovered crime guns are also entered into eTrace to identify sources of crime guns and how violent offenders obtain crime guns. NIBIN and eTrace processes should occur within 24-48 hours of recovery.

### 3 ESTABLISH A DEDICATED INVESTIGATIVE TEAM THAT COORDINATES EFFORTS

It is common for NIBIN to link multiple shootings that cross police districts and/or cities. CGIC partners, both police and prosecutors, investigate and coordinate efforts to pursue the immediate identification and arrest of serial shooters before they commit their next shooting.

### 4 USE FORENSIC TECHNOLOGY TO DRIVE INVESTIGATIONS & PROSECUTIONS

The CGIC approach is unique because it utilizes forensic technology to focus law enforcement investigations and ultimately state/federal prosecutions on the most violent, armed offenders. Investigations and prosecutions are based on the acts of violence perpetrated by criminals who merit the full scrutiny of the criminal justice system.

### 5 ESTABLISH & MAINTAIN PARTNERSHIPS

Key strategic and tactical stakeholders are identified and resources committed based on shared priorities and formalized by memorandums of understanding (MOUs).

The National Crime Gun Intelligence Center Initiative ([crimegunintelcenters.org](http://crimegunintelcenters.org)), funded by the Bureau of Justice Assistance, supports local multidisciplinary teams in their efforts to prevent and reduce violent crime by identifying perpetrators, linking criminal activities, and identifying sources of crime guns for immediate disruption, investigation, and prosecution. These efforts and others are all components of CGICs, an innovative and collaborative concept developed by the [Denver Police Department](#) and the [ATF](#). To request technical assistance, training, or other resources through this initiative, agency POCs should fill out a request form [here](#).

May 2017

OFFICE OF THE CITY ATTORNEY  
A.M. 10/11/22

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GRANICUS TO EXPORT DATA FROM THE GOVQA SYSTEM AND AUTHORIZE PAYMENT IN THE AMOUNT OF TWO THOUSAND AND FIVE HUNDRED DOLLARS.**

**WHEREAS**, on July 19, 2022, the Jackson City Council authorized the Mayor to cancel the Master Services Agreement with GovQA and provide a sixty (60) day written notice as stated within the GovQA Master Service Agreement; and

**WHEREAS**, the City of Jackson utilized GovQA to manage public records requests; and

**WHEREAS**, the Municipal Clerk provided a written notice of termination that included a request for the exportation of the City of Jackson's data that is in GovQA's possession; and

**WHEREAS**, the Department of Municipal Clerk recommends that the Jackson City Council authorize the Mayor to execute the Granicus Proposal for a one-time fee of \$2,500.00; and

**WHEREAS**, the term of the agreement will commence on the date the Proposal is signed and will continue for twelve months.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute the Proposal with Granicus to export data from the GovQA system in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500.00).

20

Item#  
Date: October 11, 2022  
By: (A. Harris, Lumumba)

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

**September 30, 2022**

**DATE**

| POINTS                                                                                                    |                                                                                                                                                                                                                                                                                                                                | COMMENTS                                                                                                                                                                                                                                                                                                                                      |  |  |
|-----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| 1.                                                                                                        | <b>Brief Description/Purpose</b>                                                                                                                                                                                                                                                                                               | Order to authorize payment to Granicus to export data from the GovQA system                                                                                                                                                                                                                                                                   |  |  |
| 2.                                                                                                        | <b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol> |                                                                                                                                                                                                                                                                                                                                               |  |  |
| 3.                                                                                                        | <b>Who will be affected</b>                                                                                                                                                                                                                                                                                                    | N/A                                                                                                                                                                                                                                                                                                                                           |  |  |
| 4.                                                                                                        | <b>Benefits</b>                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                               |  |  |
| 5.                                                                                                        | <b>Schedule (beginning date)</b>                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                               |  |  |
| 6.                                                                                                        | <b>Location:</b> <ul style="list-style-type: none"> <li>▪ <b>WARD</b></li> <li>▪ <b>CITYWIDE (yes or no) (area)</b></li> <li>▪ <b>Project limits if applicable</b></li> </ul>                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                               |  |  |
| <input type="checkbox"/><br><input type="checkbox"/><br><b>7.</b>                                         | <b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b></li> <li>▪ <b>Consultant</b></li> </ul>                                                                                                                                                                                          | Department of Municipal Clerk                                                                                                                                                                                                                                                                                                                 |  |  |
| <b>8.</b>                                                                                                 | <b>COST</b>                                                                                                                                                                                                                                                                                                                    | \$2,500.00                                                                                                                                                                                                                                                                                                                                    |  |  |
| <input type="checkbox"/><br><b>x</b><br><input type="checkbox"/><br><input type="checkbox"/><br><b>9.</b> | <b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b></li> <li>▪ <b>Grant</b></li> <li>▪ <b>Bond</b></li> <li>▪ <b>Other</b></li> </ul>                                                                                                                                                        | 001-428-00-6419                                                                                                                                                                                                                                                                                                                               |  |  |
| <b>10.</b>                                                                                                | <b>EBO participation</b>                                                                                                                                                                                                                                                                                                       | ABE _____ %      WAIVER    yes ___ no ___      N/A <u>  X  </u><br>AABE _____ %      WAIVER    yes ___ no ___      N/A <u>  X  </u><br>WBE _____ %      WAIVER    yes ___ no ___      N/A <u>  X  </u><br>HBE _____ %      WAIVER    yes ___ no ___      N/A <u>  X  </u><br>NABE _____ %      WAIVER    yes ___ no ___      N/A <u>  X  </u> |  |  |



# M E M O R A N D U M

Department of Municipal Clerk  
(601) 960-1033

**TO:** Honorable Chokwe Antar Lumumba, Mayor  
All Jackson City Council Members

**FROM:** Angela Harris, Municipal Clerk

**DATE:** September 30, 2022

**RE:** Agenda Item-Agreement with Granicus to export data from GovQA

Attached for review is an order to authorize the Mayor to sign an agreement with Granicus to export data from the GovQA system and authorize payment in the amount of \$2,500.

Please feel free to contact me at (601) 960-1137, should you have any further questions.

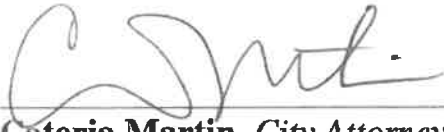
Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE AND AGREEMENT WITH GRANICUS TO EXPORT DATA FROM THE GOVQA SYSTEM AND AUTHORIZE PAYMENT IN THE AMOUNT OF TWO THOUSAND AND FIVE HUNDRED DOLLARS is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney



Deputy City Attorney



10/4/22  
Date

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

| <b>One-Time Fees</b> |                          |                      |                     |
|----------------------|--------------------------|----------------------|---------------------|
| <b>Solution</b>      | <b>Billing Frequency</b> | <b>Quantity/Unit</b> | <b>One-Time Fee</b> |
| Custom Consulting    | Upon Delivery            | 1 Each               | \$2,500.00          |
| <b>SUBTOTAL:</b>     |                          |                      | <b>\$2,500.00</b>   |

## PRODUCT DESCRIPTIONS

| Solution          | Description                 |
|-------------------|-----------------------------|
| Custom Consulting | Data Export for Jackson, MS |



## TERMS & CONDITIONS

- Link to Terms: <https://granicus.com/legal/licensing>
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Jackson MS to provide applicable exemption certificate(s).
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-224968 dated 10-07-2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

### BILLING INFORMATION

|                         |                            |                                            |                                                                            |
|-------------------------|----------------------------|--------------------------------------------|----------------------------------------------------------------------------|
| <b>Billing Contact:</b> | Angela Harris              | <b>Purchase Order Required?</b>            | <input checked="" type="checkbox"/> - No<br><input type="checkbox"/> - Yes |
| <b>Billing Address:</b> | 219 S President St.        | <b>PO Number:</b><br><i>If PO required</i> |                                                                            |
| <b>Billing Email:</b>   | aharris@city.jackson.ms.us | <b>Billing Phone:</b>                      | 601-960-1035                                                               |

**If submitting a Purchase Order, please include the following language:**

*The pricing, terms, and conditions of quote Q-224968 dated 10/07/2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.*

### AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

| Jackson MS        |                      |
|-------------------|----------------------|
| <b>Signature:</b> |                      |
| <b>Name:</b>      | Chokwe Antar Lumumba |
| <b>Title:</b>     | Mayor                |
| <b>Date:</b>      |                      |

OFFICE OF THE CITY ATTORNEY  
10/11/22

**ORDER AUTHORIZING THE MAYOR TO RATIFY THE PAYMENT TO INTEGRATED PEST CONTROL MAINTENANCE (IPCM) FOR PROVIDING PEST CONTROL SERVICES AT FIVE FACILITIES MANAGED BY THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES FOR THE 2021-2022 FISCAL YEAR AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND THREE HUNDRED AND TWENTY- FOUR DOLLARS**

**WHEREAS**, Section 21-17-5 of the Mississippi Code states that the governing authorities of every municipality in the state shall have the care, management, and control of municipal affairs and its property and finances and may adopt orders, resolutions, or ordinances with respect to same which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

**WHEREAS**, the power granted to governing authorities of municipalities by Section 21-17-5 is complete without the existence of or reference to any specific authority granted in any other statute or law of the State of Mississippi; and

**WHEREAS**, during the 2021-2022 fiscal year, IPCM performed pest control services at the Smith Robertson Museum, Westside Early Childhood Center, Johnnie Champion Senior Center, Sykes Park Senior Center, and Mary C. Jones Early Childhood Center; and

**WHEREAS**, the total cost of providing pest control services at the facilities mentioned above under the Department of Human and Cultural Services is One Thousand Three Hundred and Twenty-Four Dollars and No Cents (\$1,324.00); and

**WHEREAS**, advertising and bidding requirements do not apply to a personal service contract under section 31-7-13 of the Mississippi Code of 1972, as amended; and

**WHEREAS**, the Department of Human and Cultural Services requests the authority to pay IPCM in an amount not to exceed One Thousand Three Hundred and Twenty- Four Dollars and No Cents (1,324.00) for work previously performed.

**IT IS HEREBY ORDERED** that the Mayor be authorized to ratify the payment to Integrated Pest Control Maintenance for providing pest control services during the 2021-2022 Fiscal Year and authorizing payment in the amount of One Thousand Three Hundred and Twenty- Four Dollars and No Cents (1,324.00).

Agenda Item No. 21  
Agenda Date: October 11, 2022  
(Kidd, Lumumba)

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

**DATE: 9/9/22**

| <b>P O I N T S</b> |                                                                                                                                                                                                                                                                                                                            | <b>C O M M E N T S</b>                                                                                                                                                                                                                                                                                                                   |        |         |        |     |                                     |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------|--------|-----|-------------------------------------|
| 1.                 | <b>Brief Description/Purpose</b>                                                                                                                                                                                                                                                                                           | Order authorizing the Mayor to ratify the payment to Integrated Pest Control Maintenance (IPCM) for providing pest control services at five facilities managed by the Department of Human and Cultural Services for the 2021-22 fiscal year and authorizing payment in the amount of one thousand three hundred and twenty-four dollars. |        |         |        |     |                                     |
| 2.                 | <b>Public Policy Initiative</b><br><ul style="list-style-type: none"> <li>○ Youth &amp; Education</li> <li>○ Crime Prevention</li> <li>○ Changes in City Government</li> <li>○ Neighborhood Enhancement</li> <li>○ Economic Development</li> <li>○ Infrastructure and Transportation</li> <li>○ Quality of Life</li> </ul> | Quality of Life                                                                                                                                                                                                                                                                                                                          |        |         |        |     |                                     |
| 3.                 | <b>Who will be affected</b>                                                                                                                                                                                                                                                                                                | Citizens and patrons of the City of Jackson will be affected.                                                                                                                                                                                                                                                                            |        |         |        |     |                                     |
| 4.                 | <b>Benefits</b>                                                                                                                                                                                                                                                                                                            | Services will improve the quality of life for citizens and patrons of the City of Jackson.                                                                                                                                                                                                                                               |        |         |        |     |                                     |
| 5.                 | <b>Schedule</b><br>(Beginning date)<br>(Completion date)                                                                                                                                                                                                                                                                   | August 25, 2022                                                                                                                                                                                                                                                                                                                          |        |         |        |     |                                     |
| 6.                 | <b>Location:</b><br><b>Ward:</b><br><b>CITYWIDE (yes or no)</b><br>(area)<br>Project limits if applicable                                                                                                                                                                                                                  | Citywide                                                                                                                                                                                                                                                                                                                                 |        |         |        |     |                                     |
| 7.                 | <b>Action implemented by:</b><br><ul style="list-style-type: none"> <li>○ Mayor's Office</li> <li>○ City Department</li> <li>○ Consultant</li> </ul>                                                                                                                                                                       | Department of Human and Cultural Services                                                                                                                                                                                                                                                                                                |        |         |        |     |                                     |
| 8.                 | <b>COST</b>                                                                                                                                                                                                                                                                                                                | \$1,324.00                                                                                                                                                                                                                                                                                                                               |        |         |        |     |                                     |
| 9.                 | <b>Source of Funding</b><br><ul style="list-style-type: none"> <li>○ General Fund</li> <li>○ Enterprise</li> <li>○ Grant</li> <li>○ Bond</li> </ul> <b>Other</b>                                                                                                                                                           | General Fund Accounts #001-43420-6419<br>#081-59810-6419<br>#001-43600-6419                                                                                                                                                                                                                                                              |        |         |        |     |                                     |
| 10.                | <b>EBO participation</b>                                                                                                                                                                                                                                                                                                   | ABE _____ %                                                                                                                                                                                                                                                                                                                              | WAIVER | yes ___ | no ___ | N/A | <input checked="" type="checkbox"/> |
|                    |                                                                                                                                                                                                                                                                                                                            | AABE _____ %                                                                                                                                                                                                                                                                                                                             | WAIVER | yes ___ | no ___ | N/A | <input checked="" type="checkbox"/> |
|                    |                                                                                                                                                                                                                                                                                                                            | WBE _____ %                                                                                                                                                                                                                                                                                                                              | WAIVER | yes ___ | no ___ | N/A | <input checked="" type="checkbox"/> |
|                    |                                                                                                                                                                                                                                                                                                                            | HBE _____ %                                                                                                                                                                                                                                                                                                                              | WAIVER | yes ___ | no ___ | N/A | <input checked="" type="checkbox"/> |
|                    |                                                                                                                                                                                                                                                                                                                            | NABE _____ %                                                                                                                                                                                                                                                                                                                             | WAIVER | yes ___ | no ___ | N/A | <input checked="" type="checkbox"/> |

**MEMO**

**TO:** The Honorable Chokwe A. Lumumba  
Mayor

**FROM:** Adriane Kidd, Ed.D., Director   
Department of Human and Cultural Services

**DATE:** September 9, 2022

**SUBJECT: ORDER AUTHORIZING THE MAYOR TO RATIFY THE PAYMENT  
TO INTEGRATED PEST CONTROL MAINTENANCE (IPCM) FOR  
PROVIDING PEST CONTROL SERVICES**

---

This agenda item authorizes the Mayor to ratify the payment to Integrated Pest Control Maintenance (IPCM) for providing pest control services at five facilities managed by the Department of Human and Cultural Services for the 2021-22 fiscal year and authorizing payment in the amount of one thousand three hundred and twenty-four dollars (\$1,324.00).

Should you desire additional information, please do not hesitate to notify me.

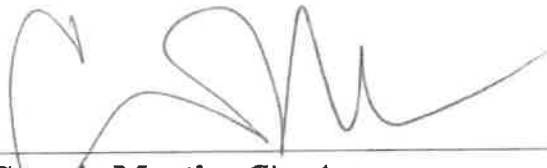
Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE MAYOR TO RATIFY THE PAYMENT TO INTEGRATED PEST CONTROL MAINTENANCE (IPCM) FOR PROVIDING PEST CONTROL SERVICES AT FIVE FACILITIES MANAGED BY THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES FOR THE 2021-2022 FISCAL YEAR AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND THREE HUNDRED AND TWENTY-FOUR DOLLARS is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney S.M.

9/16/22  
Date

OFFICE OF THE CITY ATTORNEY  
9/15/22

**Integrated Pest Control Maintenance**  
P. O. Box 957  
Jackson, MS 39205-0957

**City of Jackson**  
**Total Past Due Amounts**

August 25, 2022

| <b>Service Location:</b>                    | <b>Total Balance:</b> |
|---------------------------------------------|-----------------------|
| Smith Robertson Museum                      | \$245.00              |
| Westside Early Childhood Center             | \$390.00              |
| Johnnie Champion Senior Center              | \$50.00               |
| Sykes Park Senior Center                    | \$134.00              |
| <u>Mary C. Jones Early Childhood Center</u> | <u>\$505.00</u>       |
| <br>                                        |                       |
| <b>Total for all centers:</b>               | <b>\$1324.00</b>      |

All invoices for the above past due amounts have been emailed previously.

Thank you,



Kenneth Breland





**ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH TANGENT SOLUTIONS LLC FOR THE LAUNCH OF THE 2022 VIRTUAL SUMMER STEAM CAMP AND NASA ASTRO CAMP AND PAYMENT IN THE AMOUNT OF NINE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS.**

OFFICE OF THE CITY ATTORNEY  
7/21/22  
K.C.M.

**WHEREAS**, the City of Jackson, through the Russell C. Davis Planetarium, and Tangent Solutions, LLC will collaborate to administer a 3-week virtual Summer STEAM Camp and NASA Astro Camp to take place July 11-29, 2022, at Jackson State University's School of Science Technology and Engineering to participating students at no charge; and

**WHEREAS**, the City of Jackson has worked with Tangent Solutions, LLC to administer this groundbreaking and innovative Summer STEAM camp for the past 2 years; and

**WHEREAS**, the camp will serve students from 5<sup>th</sup> to 8<sup>th</sup> grade; and

**WHEREAS**, the virtual summer camp provides programming strategies and skills designed to empower Mississippi underrepresented youth in STEAM. This approach provides future scientists opportunities and supports through exposure to the world through advanced technology, student-centered, standards-based activities; and peer mentoring support through modeling and in the following areas of soft skill development: self-efficacy, self-esteem, self-awareness, decision-making, and leadership. The goals of the summer camp align with Tangent Solutions, LLC's vision of seeking to 1) help students realize and nurture STEAM career dreams of tomorrow and 2) develop life-changing goals through Next Generation science, math, engineering, and 21st Century Learning Skills; and

**WHEREAS**, Tangent Solutions, LLC, located at 42099 Lakeland Drive, Flowood, Mississippi 39232, proposes that the parties enter into a Memorandum of Understanding to provide perpetual extension and use of virtual MARS (Metro Area Robotics and STEAM) online platform and programming used in virtual summer camps at no cost provided Tangent Solutions, LLC is the contractual administrator of virtual online camps or programs services. Online platforms and programming include MARS Virtual STEAM programming located on Tangent Solutions, LLC's website. Tangent Solutions will photo-capture virtual visual elements of camp, photo document the in-person physical elements of the camp, exercises, and activities, work with any parents of virtual attendee students to capture images from home (with necessary permissions), and will work with the Cultural Services staff to set up times to be present to photograph and document camp activities, such building models or working with headsets on. Tangent Solutions, LLC will also provide PowerUp Airplanes 3.0 drone exploration models and on-site use of its own Oculus Quest 2 VR hardware, which will be tagged and separated from City of Jackson-owned hardware and for which the City of Jackson Planetarium will not be liable for any damages that might occur; and

Agenda Item No. 22  
Agenda Date: October 11, 2022  
(Kidd, Lumumba)

**WHEREAS**, the City of Jackson shall provide use of existing City facilities to hold safe, in-person activities for any applicable elements of camp. The City of Jackson Planetarium shall also provide perpetual extension and use of virtual programming licenses and physical equipment used in virtual summer camps at no cost. Licenses and physical equipment include Oculus goggles and libraries, NASA AstroCamp supplies, and STEAM kits i.e., Kiwico.

**WHEREAS**, Tangent Solutions, LLC. will be providing said services at a cost not to exceed \$9,750.00; and

**WHEREAS**, it has been generally held through Mississippi Case Law and Attorney General Opinions that governing authorities are not “required”, but “recommended” to follow competitive bid requirements in the procurement of personal or professional service contracts and pursuant to Miss. Code. Ann. § 31-7-57(2), no governing authority shall let contracts or purchase commodities or equipment except in the manner provided by law; nor shall any governing authority ratify any such contract or purchase...or pay for the same out of public funds unless such contract or purchase was made in the manner provided by law; provided, however, that any vendor who, in good faith, delivers commodities or printing or performs any services under a contract to or for the governing authority, shall be entitled to recover the fair market value of such commodities, printing or services, notwithstanding some error or failure by the governing authority to follow the law, if the contract was for an object authorized by law and the vendor had no control of, participation in, or actual knowledge of the error or failure by the governing authority

**IT IS HEREBY ORDERED** that the procurement of services from Tangent Solutions LLC is hereby ratified and the Mayor is authorized to execute a Memorandum of Understanding to support a 3-week virtual Summer STEAM Camp and NASA Astro Camp from July 11-29, 2022 and payment is authorized in an amount not to exceed Nine Thousand Seven Hundred and Fifty Dollars and No Cents (\$9,750.00).

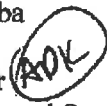
**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

6/23/22  
DATE

| <b>POINTS</b> |                                                                                                                                                                                                                                         | <b>COMMENTS</b>                                                                                                                                                                                                                                                             |         |        |         |        |     |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------|---------|--------|-----|
| 1.            | <b>Brief Description/Purpose</b>                                                                                                                                                                                                        | Authorizes the Mayor to execute a Memorandum of Understanding between Tangent Solutions, LLC. and Russell C. Davis Planetarium for the purpose of administering a 3-week curriculum-based virtual Summer STEAM camp designed to empower underrepresented Mississippi youth. |         |        |         |        |     |
| 2.            | <b>Public Policy Initiative</b><br>1. Youth & Education<br>2. Crime Prevention<br>3. Changes in City Government<br>4. Neighborhood Enhancement<br>5. Economic Development<br>6. Infrastructure and Transportation<br>7. Quality of Life | Youth & Education, Quality of Life                                                                                                                                                                                                                                          |         |        |         |        |     |
| 3.            | <b>Who will be affected</b>                                                                                                                                                                                                             | Students within the City of Jackson                                                                                                                                                                                                                                         |         |        |         |        |     |
| 4.            | <b>Benefits</b>                                                                                                                                                                                                                         | Provides basis for launch of Virtual Summer STEAM Camp                                                                                                                                                                                                                      |         |        |         |        |     |
| 5.            | <b>Schedule (beginning date)</b>                                                                                                                                                                                                        | Summer 2022                                                                                                                                                                                                                                                                 |         |        |         |        |     |
| 6.            | <b>Location:</b><br>▪ WARD<br><br>▪ CITYWIDE (yes or no) (area)<br><br>▪ Project limits if applicable                                                                                                                                   | Jackson State University School of Science Engineering & Technology                                                                                                                                                                                                         |         |        |         |        |     |
| 7.            | <b>Action implemented by:</b><br>▪ City Department <input checked="" type="checkbox"/><br>▪ Consultant <input type="checkbox"/>                                                                                                         | Department of Human and Cultural Services                                                                                                                                                                                                                                   |         |        |         |        |     |
| 8.            | <b>COST</b>                                                                                                                                                                                                                             | \$9,750.00                                                                                                                                                                                                                                                                  |         |        |         |        |     |
| 9.            | <b>Source of Funding</b><br>▪ General Fund <input checked="" type="checkbox"/><br>▪ Grant <input type="checkbox"/><br>▪ Bond <input type="checkbox"/><br>▪ Other <input type="checkbox"/>                                               |                                                                                                                                                                                                                                                                             |         |        |         |        |     |
| 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 |

## MEMORANDUM

**TO:** Mayor Chokwe Antar Lumumba

**FROM:** Adriane Dorsey-Kidd, Director   
Department of Human and Cultural Services

**DATE:** June 23, 2022

**SUBJECT:** MOU between Tangent Solutions LLC and Russell C. Davis Planetarium

This memorandum of understanding defines the collaboration of Tangent Solutions, LLC. and the Russell C. Davis Planetarium for the purpose of administering a 3 week curriculum-based virtual Summer STEAM camp designed to empower underrepresented Mississippi youth. The program focuses on exposure through advanced technology, student-centered standards-based activities, and peer mentoring support through modeling and in the areas of soft skill development of self-efficacy, self-esteem, self-awareness, decision-making, and leadership.

EVENT

Planetarium Summer STEAM  
Camp

ENTITY

Tangent Solutions, LLC.  
Russell C. Davis Planetarium



AK/jdl


Enclosures

Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-0250

## OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH TARGENT SOLUTIONS, LLC FOR LAUNCH OF THE 2022 VIRTUAL SUMMER STEAM CAMP AND PAYMENT IN THE AMOUNT OF NINE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, City Attorney  
Sondra Moncure, Deputy City Attorney 

  
\_\_\_\_\_  
DATE

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum"), is made and entered into by and between Tangent Solutions, LLC, located at 4209 Lakeland Dr, Flowood MS 39232 (the "First Party"), and the City of Jackson, located at 219 President St, Jackson, Mississippi 39201 (the "Second Party"). First Party and Second Party may be referred to individually as the "Party", or collectively, the "Parties".

**WHEREAS**, the proposed virtual summer camp is steeped in technology and the creativity involved with respective engineering projects and diverse applications strongly align with the Planetarium's vision and mission to present educational and entertaining programming regarding astronomy and STEM principles or training in astronomy and/or STEAM disciplines.

**WHEREAS**, the virtual summer camp provides programming strategies and skills designed to empower Mississippi underrepresented youth in STEAM. This approach provides future scientists opportunities and supports through 1) exposure to the world through advanced technology; 2) student-centered, standards-based activities; and 3) peer mentoring supports through modeling and in the areas of soft skill development: self-efficacy, self-esteem, self-awareness, decision-making, and leadership. The goals of the summer camp align with Tangent Solutions, LLC's vision in seeking to 1) help students realize and nurture STEAM career dreams of tomorrow and 2) develop life-changing goals through Next Generation science, math, engineering, and 21st Century Learning Skills.

**WHEREAS**, the Parties intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by the Parties and which may be related to the project.

### **WITNESSETH:**

**NOW, THEREFORE**, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, Tangent Solutions agree as follows:

- 1) The Parties shall endeavor to work together to promote and sustain a market for an innovative, student-centered hands-on virtual summer camp that leverages engineering and critical thinking at no cost to participants and intends to maintain a product and/or service that meets or exceeds all business and industry standards.
- 2) Any Party may decide not to proceed with the project contemplated herein for any reason or no reason. A binding commitment with respect to the project described herein will result only from the execution of definitive agreements, subject to the conditions contained therein. Notwithstanding the two preceding sentences of this paragraph, the provisions herein are agreed to be fully binding on, and enforceable, against the Parties.
- 3) Tangent Solutions, LLC. shall render and provide the following services that include, but are not limited to: Providing perpetual extension and use of virtual MARS (Metro Area Robotics and STEAM) online platform and programming used in virtual summer camps at

no cost provided Tangent Solutions, LLC is the contractual administrator of virtual online camps or programs services are applied. Online platforms and programming include MARS Virtual STEAM programming located on Tangent Solutions, LLC's website. Tangent Solutions will photo-capture virtual visual elements of camp, photo document the in-person physical elements of the camp, exercises, and activities, work with any parents of virtual attendee students to capture images from home (with necessary permissions), and will work with the Cultural Services staff to set up times to be present to photograph and document camp activities, such building models or working with headsets on. Tangent Solutions, LLC will also provide PowerUp Airplanes 3.0 drone exploration models and on-site use of it own Oculus Quest 2 VR hardware, which will be tagged and separated from City of Jackson-owned hardware and for which the City Of Jackson Planetarium will not be liable for any damages that might occur.

- 4) The City of Jackson Planetarium shall render and provide the following services that include but are not limited to providing use of existing City facilities to hold safe, in-person activities for any applicable elements of the camp. The City of Jackson Planetarium shall also provide perpetual extension and use of virtual programming licenses and physical equipment used in virtual summer camps at no cost. Licenses and physical equipment include Oculus goggles and libraries, NASA AstroCamp supplies, and STEAM kits i.e., Kiwico.
- 5) The City shall provide funds in an amount not to exceed Nine Thousand Seven Hundred Fifty Dollars and No Cents (\$9,750.00), to Tangent Solutions, LLC, for the performance of the services set forth and specified herein.
- 6) Tangent Solution, LLC shall maintain all financial and programmatic records, documents, and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
- 7) The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of Tangent Solutions, LLC pertaining to the funds related to this MOU. Further, Tangent Solutions, LLC shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of Tangent Solutions, LLC and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
- 8) This Memorandum shall be effective from July 11, 2022, and will be terminated effectively on July 31, 2022, and may be extended upon written mutual hereby terminate
- 9) The Parties will treat the terms of this MOU, and the documents submitted herewith, in the strictest of confidence, and that such terms will not be disclosed other than to those officers,

representatives, advisors, directors and employees of any Party who need to know for the purpose of evaluating this MOU and who agree to keep such material confidential.

- 10) The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.
- 11) If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.
- 12) No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.
- 13) Tangent Solutions, LLC will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
- 14) Tangent Solutions, LLC agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Tangent Solutions, LLC, its employees, agents, or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
- 15) Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.
- 16) This Memorandum shall be governed by and construed in accordance with the laws of the State of Mississippi.
- 17) The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by Tangent Solutions, LLC. and the City of Jackson and shall be effective as of the date first written above.



**IN WITNESS WHEREOF**, this Contract is executed by the parties hereto on this, the

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF JACKSON, MISSISSIPPI**

**BY:** \_\_\_\_\_

Chokwe A. Lumumba, Mayor

**ATTEST:**

\_\_\_\_\_

Angela Harris, Municipal Clerk

**TANGENT SOLUTIONS, LLC**

**BY:** \_\_\_\_\_

Director



**ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH TANGENT SOLUTIONS LLC FOR THE LAUNCH OF THE 2022 VIRTUAL SUMMER STEAM CAMP AND NASA ASTRO CAMP AND PAYMENT IN THE AMOUNT OF NINE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS.**

OFFICE OF THE CITY ATTORNEY  
10/11/22  
S. C. M.

**WHEREAS**, the City of Jackson, through the Russell C. Davis Planetarium, and Tangent Solutions, LLC will collaborate to administer a 3-week virtual Summer STEAM Camp and NASA Astro Camp to take place July 11-29, 2022, at Jackson State University's School of Science Technology and Engineering to participating students at no charge; and

**WHEREAS**, the City of Jackson has worked with Tangent Solutions, LLC to administer this groundbreaking and innovative Summer STEAM camp for the past 2 years; and

**WHEREAS**, the camp will serve students from 5<sup>th</sup> to 8<sup>th</sup> grade; and

**WHEREAS**, the virtual summer camp provides programming strategies and skills designed to empower Mississippi underrepresented youth in STEAM. This approach provides future scientists opportunities and supports through exposure to the world through advanced technology, student-centered, standards-based activities; and peer mentoring support through modeling and in the following areas of soft skill development: self-efficacy, self-esteem, self-awareness, decision-making, and leadership. The goals of the summer camp align with Tangent Solutions, LLC's vision of seeking to 1) help students realize and nurture STEAM career dreams of tomorrow and 2) develop life-changing goals through Next Generation science, math, engineering, and 21st Century Learning Skills; and

**WHEREAS**, Tangent Solutions, LLC, located at 42099 Lakeland Drive, Flowood, Mississippi 39232, proposes that the parties enter into a Memorandum of Understanding to provide perpetual extension and use of virtual MARS (Metro Area Robotics and STEAM) online platform and programming used in virtual summer camps at no cost provided Tangent Solutions, LLC is the contractual administrator of virtual online camps or programs services. Online platforms and programming include MARS Virtual STEAM programming located on Tangent Solutions, LLC's website. Tangent Solutions will photo-capture virtual visual elements of camp, photo document the in-person physical elements of the camp, exercises, and activities, work with any parents of virtual attendee students to capture images from home (with necessary permissions), and will work with the Cultural Services staff to set up times to be present to photograph and document camp activities, such building models or working with headsets on. Tangent Solutions, LLC will also provide PowerUp Airplanes 3.0 drone exploration models and on-site use of its own Oculus Quest 2 VR hardware, which will be tagged and separated from City of Jackson-owned hardware and for which the City of Jackson Planetarium will not be liable for any damages that might occur; and

Agenda Item No. 23  
Agenda Date: October 11, 2022  
(Kidd, Lumumba)

**WHEREAS**, the City of Jackson shall provide use of existing City facilities to hold safe, in-person activities for any applicable elements of camp. The City of Jackson Planetarium shall also provide perpetual extension and use of virtual programming licenses and physical equipment used in virtual summer camps at no cost. Licenses and physical equipment include Oculus goggles and libraries, NASA AstroCamp supplies, and STEAM kits i.e., Kiwico.


**WHEREAS**, Tangent Solutions, LLC. will be providing said services at a cost not to exceed \$9,750.00; and

**WHEREAS**, it has been generally held through Mississippi Case Law and Attorney General Opinions that governing authorities are not “required”, but “recommended” to follow competitive bid requirements in the procurement of personal or professional service contracts and pursuant to Miss. Code. Ann. § 31-7-57(2), no governing authority shall let contracts or purchase commodities or equipment except in the manner provided by law; nor shall any governing authority ratify any such contract or purchase...or pay for the same out of public funds unless such contract or purchase was made in the manner provided by law; provided, however, that any vendor who, in good faith, delivers commodities or printing or performs any services under a contract to or for the governing authority, shall be entitled to recover the fair market value of such commodities, printing or services, notwithstanding some error or failure by the governing authority to follow the law, if the contract was for an object authorized by law and the vendor had no control of, participation in, or actual knowledge of the error or failure by the governing authority

**IT IS HEREBY ORDERED** that the procurement of services from Tangent Solutions LLC is hereby ratified and the Mayor is authorized to execute a Memorandum of Understanding to support a 3-week virtual Summer STEAM Camp and NASA Astro Camp from July 11-29, 2022 and payment is authorized in an amount not to exceed Nine Thousand Seven Hundred and Fifty Dollars and No Cents (\$9,750.00).

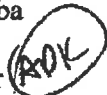
**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

6/23/22  
**DATE**

| <b>POINTS</b> |                                                                                                                                                                                                                                         | <b>COMMENTS</b>                                                                                                                                                                                                                                                             |                                                                                                                           |                                                                                                                                                                 |  |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1.            | <b>Brief Description/Purpose</b>                                                                                                                                                                                                        | Authorizes the Mayor to execute a Memorandum of Understanding between Tangent Solutions, LLC. and Russell C. Davis Planetarium for the purpose of administering a 3-week curriculum-based virtual Summer STEAM camp designed to empower underrepresented Mississippi youth. |                                                                                                                           |                                                                                                                                                                 |  |
| 2.            | <b>Public Policy Initiative</b><br>1. Youth & Education<br>2. Crime Prevention<br>3. Changes in City Government<br>4. Neighborhood Enhancement<br>5. Economic Development<br>6. Infrastructure and Transportation<br>7. Quality of Life | Youth & Education, Quality of Life                                                                                                                                                                                                                                          |                                                                                                                           |                                                                                                                                                                 |  |
| 3.            | <b>Who will be affected</b>                                                                                                                                                                                                             | Students within the City of Jackson                                                                                                                                                                                                                                         |                                                                                                                           |                                                                                                                                                                 |  |
| 4.            | <b>Benefits</b>                                                                                                                                                                                                                         | Provides basis for launch of Virtual Summer STEAM Camp                                                                                                                                                                                                                      |                                                                                                                           |                                                                                                                                                                 |  |
| 5.            | <b>Schedule (beginning date)</b>                                                                                                                                                                                                        | Summer 2022                                                                                                                                                                                                                                                                 |                                                                                                                           |                                                                                                                                                                 |  |
| 6.            | <b>Location:</b><br>■ <b>WARD</b><br><br>■ <b>CITYWIDE (yes or no) (area)</b><br><br>■ <b>Project limits if applicable</b>                                                                                                              | Jackson State University School of Science Engineering & Technology                                                                                                                                                                                                         |                                                                                                                           |                                                                                                                                                                 |  |
| 7.            | <b>Action implemented by:</b><br>■ <b>City Department</b> <input checked="" type="checkbox"/><br>■ <b>Consultant</b> <input type="checkbox"/>                                                                                           | Department of Human and Cultural Services                                                                                                                                                                                                                                   |                                                                                                                           |                                                                                                                                                                 |  |
| 8.            | <b>COST</b>                                                                                                                                                                                                                             | \$9,750.00                                                                                                                                                                                                                                                                  |                                                                                                                           |                                                                                                                                                                 |  |
| 9.            | <b>Source of Funding</b><br>■ <b>General Fund</b> <input checked="" type="checkbox"/><br>■ <b>Grant</b> <input type="checkbox"/><br>■ <b>Bond</b> <input type="checkbox"/><br>■ <b>Other</b> <input type="checkbox"/>                   | 001-40810-6419                                                                                                                                                                                                                                                              |                                                                                                                           | Edited on 9-28-22 because of pending budget transfer passed on 9-27-22<br> |  |
| 10.           | <b>EBO participation</b>                                                                                                                                                                                                                | ABE _____ %<br>AABE _____ %<br>WBE _____ %<br>HBE _____ %<br>NABE _____ %                                                                                                                                                                                                   | WAIVER yes ___ no ___<br>WAIVER yes ___ no ___<br>WAIVER yes ___ no ___<br>WAIVER yes ___ no ___<br>WAIVER yes ___ no ___ | N/A<br>N/A<br>N/A<br>N/A<br>N/A                                                                                                                                 |  |

## MEMORANDUM

**TO:** Mayor Chokwe Antar Lumumba

**FROM:** Adriane Dorsey-Kidd, Director   
Department of Human and Cultural Services

**DATE:** June 23, 2022

**SUBJECT:** MOU between Tangent Solutions LLC and Russell C. Davis Planetarium

This memorandum of understanding defines the collaboration of Tangent Solutions, LLC. and the Russell C. Davis Planetarium for the purpose of administering a 3 week curriculum-based virtual Summer STEAM camp designed to empower underrepresented Mississippi youth. The program focuses on exposure through advanced technology, student-centered standards-based activities, and peer mentoring support through modeling and in the areas of soft skill development of self-efficacy, self-esteem, self-awareness, decision-making, and leadership.

EVENT  
Planetarium Summer STEAM  
Camp

ENTITY  
Tangent Solutions, LLC.  
Russell C. Davis Planetarium

AK/jdl

Enclosures



Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-4750

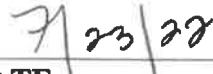
OFFICE OF THE CITY ATTORNEY  
7/23/22

## OFFICE OF THE CITY ATTORNEY

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This ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH TARGENT SOLUTIONS, LLC FOR LAUNCH OF THE 2022 VIRTUAL SUMMER STEAM CAMP AND PAYMENT IN THE AMOUNT OF NINE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, City Attorney  
Sondra Moncure, Deputy City Attorney 

  
\_\_\_\_\_  
DATE

## **MEMORANDUM OF UNDERSTANDING**

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**WHEREAS**, the proposed virtual summer camp is steeped in technology and the creativity involved with respective engineering projects and diverse applications strongly align with the Planetarium's vision and mission to present educational and entertaining programming regarding astronomy and STEM principles or training in astronomy and/or STEAM disciplines.

**WHEREAS**, the virtual summer camp provides programming strategies and skills designed to empower Mississippi underrepresented youth in STEAM. This approach provides future scientists opportunities and supports through 1) exposure to the world through advanced technology; 2) student-centered, standards-based activities; and 3) peer mentoring supports through modeling and in the areas of soft skill development: self-efficacy, self-esteem, self-awareness, decision-making, and leadership. The goals of the summer camp align with Tangent Solutions, LLC's vision in seeking to 1) help students realize and nurture STEAM career dreams of tomorrow and 2) develop life-changing goals through Next Generation science, math, engineering, and 21st Century Learning Skills.

**WHEREAS**, the Parties intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by the Parties and which may be related to the project.

### **WITNESSETH:**

**NOW, THEREFORE**, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, Tangent Solutions agree as follows:

- 1) The Parties shall endeavor to work together to promote and sustain a market for an innovative, student-centered hands-on virtual summer camp that leverages engineering and critical thinking at no cost to participants and intends to maintain a product and/or service that meets or exceeds all business and industry standards.
- 2) Any Party may decide not to proceed with the project contemplated herein for any reason or no reason. A binding commitment with respect to the project described herein will result only from the execution of definitive agreements, subject to the conditions contained therein. Notwithstanding the two preceding sentences of this paragraph, the provisions herein are agreed to be fully binding on, and enforceable, against the Parties.
- 3) Tangent Solutions, LLC. shall render and provide the following services that include, but are not limited to: Providing perpetual extension and use of virtual MARS (Metro Area Robotics and STEAM) online platform and programming used in virtual summer camps at



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- 4) The City of Jackson Planetarium shall render and provide the following services that include but are not limited to providing use of existing City facilities to hold safe, in-person activities for any applicable elements of the camp. The City of Jackson Planetarium shall also provide perpetual extension and use of virtual programming licenses and physical equipment used in virtual summer camps at no cost. Licenses and physical equipment include Oculus goggles and libraries, NASA AstroCamp supplies, and STEAM kits i.e., Kiwico.
- 5) The City shall provide funds in an amount not to exceed Nine Thousand Seven Hundred Fifty Dollars and No Cents (\$9,750.00), to Tangent Solutions, LLC, for the performance of the services set forth and specified herein.
- 6) Tangent Solution, LLC shall maintain all financial and programmatic records, documents, and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
- 7) The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of Tangent Solutions, LLC pertaining to the funds related to this MOU. Further, Tangent Solutions, LLC shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of Tangent Solutions, LLC and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
- 8) This Memorandum shall be effective from July 11, 2022, and will be terminated effectively on July 31, 2022, and may be extended upon written mutual hereby terminate
- 9) The Parties will treat the terms of this MOU, and the documents submitted herewith, in the strictest of confidence, and that such terms will not be disclosed other than to those officers,

representatives, advisors, directors and employees of any Party who need to know for the purpose of evaluating this MOU and who agree to keep such material confidential.

- 10) The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.
- 11) If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.
- 12) No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.
- 13) Tangent Solutions, LLC will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
- 14) Tangent Solutions, LLC agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Tangent Solutions, LLC, its employees, agents, or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
- 15) Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.
- 16) This Memorandum shall be governed by and construed in accordance with the laws of the State of Mississippi.
- 17) The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by Tangent Solutions, LLC. and the City of Jackson and shall be effective as of the date first written above.

**IN WITNESS WHEREOF**, this Contract is executed by the parties hereto on this, the

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF JACKSON, MISSISSIPPI**

BY: \_\_\_\_\_

Chokwe A. Lumumba, Mayor

**ATTEST:**

\_\_\_\_\_  
Angela Harris, Municipal Clerk

**TANGENT SOLUTIONS, LLC**

BY: 

Director



OFFICE OF THE CITY ATTORNEY  
 A.C.M. 10/5/22  
 [Signature]

**ORDER RATIFYING AND AUTHORIZING THE MAYOR TO RENEW THE CITYWORKS LICENSE AND MAINTENANCE AGREEMENT WITH AZTECA SYSTEMS, LLC AND EXECUTE AN AGREEMENT WITH AXIM GEOSPATIAL, LLC TO PROVIDE PROFESSIONAL SERVICES TO ASSIST WITH THE CITYWORKS (3-1-1) SOFTWARE UPGRADE**

**WHEREAS**, Section 21-17-5 of the Mississippi Code, as amended, vests the care, custody, and control of municipal property and affairs with the municipality; and

**WHEREAS**, Section 21-17-5 of the Mississippi Code, as amended, authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that are not inconsistent with the Mississippi Constitution of 1980, the Mississippi Code of 1972, and any other statute or law of the State of Mississippi; and

**WHEREAS**, on October 12, 2021, the Jackson City Council authorized the Mayor to execute agreements with Azteca System, Inc. for the maintenance of the Cityworks software from September 8, 2021, through September 8, 2022; and

**WHEREAS**, the Cityworks software supports the City of Jackson’s 311 Action Line for all non-emergency service requests; and

**WHEREAS**, in order for the City of Jackson to continue to provide an avenue for residents to submit a request for non-emergency services, the Administration Department recommends that the Mayor be authorized to execute an agreement with Axim Geospatial, LLC which will provide professional services to support the implementation of the Cityworks upgrade and the renewal of the Cityworks License and Maintenance Agreement with Azteca Systems, LLC; and

**WHEREAS**, Axim Geospatial, LLC, located at 100 QBE Way, Suite 1225, Sun Prairie, WI, 53590, proposes a GIS Support Block with a not to exceed price of \$67,500.00 and the rates for the professional services are as follows:

| <b>Labor Category</b>      | <b>Staff</b> | <b>Senior</b> | <b>Consultant</b> |
|----------------------------|--------------|---------------|-------------------|
| Geospatial Developer       | \$223.46     | \$286.15      |                   |
| Geospatial Project Manager | \$207.81     | \$256.97      |                   |
| Project Coordinator        | \$124.63     | \$145.52      |                   |
| Solutions Architect        | \$241.48     | \$298.53      |                   |
| Solutions Engineer         | \$223.46     | \$268.15      |                   |
| Application Architect      | \$268.15     | \$298.53      |                   |
| Enterprise Architect       |              |               | \$270.38          |
| Geospatial Analyst         | \$150.19     | \$179.53      |                   |
| Management Consultant      |              |               | \$281.19          |
| Subject Matter Expert      |              | \$305.91      | \$319.04          |

Agenda Item No. 24  
 Agenda Date: October 11, 2022  
 (Reid, Lumumba)

**WHEREAS**, GIS Support Block provides a vehicle for accessing GIS support on-demand. Once a GIS Support Block is put in place, Axim Geospatial, LLC will provide professional services to assist the City of Jackson with Cityworks support.

**WHEREAS**, all services provided as part of the GIS Support Blocks will be conducted by the most effective and cost-efficient method, including: virtually through remote network access, telephone conference calls, Internet(WebEx) demonstrations, or on-site consultants; and

**WHEREAS**, the City of Jackson will be billed monthly for all travel expenses and labor costs based on hours worked. Supporting details will be provided in the monthly status report to detail hours, rates, and the deliverable(s) performed during the preceding month; and

**WHEREAS**, Axim Geospatial, LLC agrees that all work performed hereunder shall be performed on a best effort basis by Axim Geospatial staff having an appropriate experience and skill level, and in compliance with the scope of work; and

**WHEREAS**, the City of Jackson shall pay Axim Geospatial, LCC within forty-five (45) days after receipt of invoice or as per the terms indicated in the proposal. Axim Geospatial will bill Customer (MCA 31-7-305) monthly for all travel expenses and labor costs based on hours worked; and

**WHEREAS**, the City of Jackson shall provide thirty (30) days written notice to Axim Geospatial, LLC prior to canceling an order. The City of Jackson will compensate Axim Geospatial, LLC for all authorized services satisfactorily performed through the cancellation date under the payment terms set forth in section 6 of these Terms and Conditions; and

**WHEREAS**, Axim Geospatial, LLC warrants that it will perform the services in good faith and in conformance with professional industry standards. All Axim Geospatial employees, that work on the project, shall have the knowledge, education, training, skills and experience of the subject matter to which they will be performing services; and

**WHEREAS**, Axim Geospatial, LLC warrants the completed application against bugs and defects for a period of 30 days after acceptance. Ongoing support, functional enhancements, or performance issues caused by a change in the customer's IT environment are not included in the warranty. Coverage for these items will require a separate agreement; and

**WHEREAS**, neither party will be liable to the other for delays in performing any obligations under the Agreement due to circumstances beyond its reasonable control, including but not limited to revolts, insurrections, riots, wars, acts of enemies, national emergency, strikes, floods, earthquake, embargo, inability to secure materials or transportation, and acts of God, and other events beyond the reasonable control of the parties caused by nature or governmental authorities; and

**WHEREAS**, the contract with Axim Geospatial, LLC, is for professional services and is considered exempt from the competitive bidding requirements found in Mississippi Code Annotated Sections 31-7-1 *et seq*; and

**WHEREAS**, the Administration Department further recommends that the governing authorities for the City of Jackson renew the License and Maintenance agreement with Azteca Systems, LLC pursuant to Section 5.1 of the previous agreement; and

**WHEREAS**, Azteca Systems, LLC, located at 11075 S. State St., Suite 24, Sandy, UT 84070, proposes to the City of Jackson a one-year license and maintenance agreement for an amount not to exceed \$59,000.00 for the following products:

| Product Name                    | Quantity | Net Unit Price |
|---------------------------------|----------|----------------|
| Server AMS Custom ELA           | 1.00     | USD 59,0000.00 |
| Service Request API License     | 1.00     | USD 0.00       |
| Equipment Checkout License      | 1.00     | USD. 0.00      |
| Cityworks Analytics License     | 1.00     | USD 0.00       |
| Storeroom License               | 1.00     | USD 0.00       |
| CCTV Interface for PACP License | 1.00     | USD 0.00       |
| MicroPaver License              | 1.00     | USD 0.00       |

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

**WHEREAS**, the Administration Department further represents that the Cityworks software is a “single-source item” and is excepted from bidding requirements; however, upon approval by the Jackson City Council, the Administration Department is authorized to make said purchase as mandated by Section 31-7-13(m)(viii) of the Mississippi Code Annotated, as amended; and

**WHEREAS**, following the purchase, the Administration Department is required to 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 as mandated by Section 31-7-13(m)(viii) of the Mississippi Code Annotated, as amended.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an agreement with Axim Geospatial, LLC to provide Cityworks software upgrade implementer services provided at a cost not to exceed \$67,500.00.

**IT IS FURTHER ORDERED**, and hereby ratified that Mayor is authorized to execute a one-year agreement with Azteca Systems, Inc. to provide the Cityworks license and maintenance support at a cost not to exceed \$59,000.00 from September 8, 2022 to September 7, 2023.

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

**09-12-2022**

**DATE**

| <b>POINTS</b>                                                                                                                                                                                                                              | <b>COMMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |        |         |        |     |       |     |              |     |              |      |         |        |     |       |    |       |     |              |     |         |        |     |       |    |       |     |              |     |         |        |     |       |    |       |     |              |      |         |        |     |       |    |       |     |              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------|--------|-----|-------|-----|--------------|-----|--------------|------|---------|--------|-----|-------|----|-------|-----|--------------|-----|---------|--------|-----|-------|----|-------|-----|--------------|-----|---------|--------|-----|-------|----|-------|-----|--------------|------|---------|--------|-----|-------|----|-------|-----|--------------|
| <b>1. Brief Description</b>                                                                                                                                                                                                                | ORDER RATIFYING AND AUTHORIZING THE MAYOR TO RENEW THE CITYWORKS LICENSE AND MAINTENANCE AGREEMENT WITH AZTECA SYSTEMS, LLC AND EXECUTE AN AGREEMENT WITH AXIM GEOSPATIAL, LLC TO PROVIDE PROFESSIONAL SERVICES TO ASSIST WITH THE CITYWORKS (3-1-1) SOFTWARE UPGRADE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |        |         |        |     |       |     |              |     |              |      |         |        |     |       |    |       |     |              |     |         |        |     |       |    |       |     |              |     |         |        |     |       |    |       |     |              |      |         |        |     |       |    |       |     |              |
| <b>2. Public Policy Initiative</b><br>1. Youth & Education<br>2. Crime Prevention<br>3. Changes in City Government<br>4. Neighborhood Enhancement<br>5. Economic Development<br>6. Infrastructure and Transportation<br>7. Quality of Life | Infrastructure and Transportation<br>Quality of Life<br>Crime Prevention<br>Changes in City Government<br>Neighborhood Enhancement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |        |         |        |     |       |     |              |     |              |      |         |        |     |       |    |       |     |              |     |         |        |     |       |    |       |     |              |     |         |        |     |       |    |       |     |              |      |         |        |     |       |    |       |     |              |
| <b>3. Who will be affected</b>                                                                                                                                                                                                             | All Departments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |        |         |        |     |       |     |              |     |              |      |         |        |     |       |    |       |     |              |     |         |        |     |       |    |       |     |              |     |         |        |     |       |    |       |     |              |      |         |        |     |       |    |       |     |              |
| <b>4. Benefits</b>                                                                                                                                                                                                                         | Cityworks System(311) will help everyone with reporting problems and tracking those problems and the repair.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |        |         |        |     |       |     |              |     |              |      |         |        |     |       |    |       |     |              |     |         |        |     |       |    |       |     |              |     |         |        |     |       |    |       |     |              |      |         |        |     |       |    |       |     |              |
| <b>5. Schedule (beginning date)</b>                                                                                                                                                                                                        | ASAP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |        |         |        |     |       |     |              |     |              |      |         |        |     |       |    |       |     |              |     |         |        |     |       |    |       |     |              |     |         |        |     |       |    |       |     |              |      |         |        |     |       |    |       |     |              |
| <b>6. Location:</b><br>▪ WARD<br><br>▪ CITYWIDE (yes or no) (area)<br><br>▪ Project limits if applicable                                                                                                                                   | Citywide                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |         |        |     |       |     |              |     |              |      |         |        |     |       |    |       |     |              |     |         |        |     |       |    |       |     |              |     |         |        |     |       |    |       |     |              |      |         |        |     |       |    |       |     |              |
| <b>7. Action implemented by:</b><br>▪ City Department <input type="checkbox"/><br>▪ Consultant <input type="checkbox"/>                                                                                                                    | City Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |        |         |        |     |       |     |              |     |              |      |         |        |     |       |    |       |     |              |     |         |        |     |       |    |       |     |              |     |         |        |     |       |    |       |     |              |      |         |        |     |       |    |       |     |              |
| <b>8. COST</b>                                                                                                                                                                                                                             | \$67,500.00 – Software Upgrade - implementer (Axim)<br>\$59,000.00 - Renewal Maintenance Support Cost (Azteca)<br><br><b>Total : \$126,500.00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        |         |        |     |       |     |              |     |              |      |         |        |     |       |    |       |     |              |     |         |        |     |       |    |       |     |              |     |         |        |     |       |    |       |     |              |      |         |        |     |       |    |       |     |              |
| <b>9. Source of Funding</b><br>▪ General Fund <input type="checkbox"/><br>▪ Grant <input type="checkbox"/><br>▪ Bond <input type="checkbox"/><br>▪ Other <input type="checkbox"/>                                                          | Technology Fund<br>Account # 004-90400-6464                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |        |         |        |     |       |     |              |     |              |      |         |        |     |       |    |       |     |              |     |         |        |     |       |    |       |     |              |     |         |        |     |       |    |       |     |              |      |         |        |     |       |    |       |     |              |
| <b>10. EBO participation</b>                                                                                                                                                                                                               | <table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>  X  </u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>  X  </u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>  X  </u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>  X  </u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>  X  </u></td> </tr> </table> | 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> |
| 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> |     |              |      |         |        |     |       |    |       |     |              |     |         |        |     |       |    |       |     |              |     |         |        |     |       |    |       |     |              |      |         |        |     |       |    |       |     |              |





**DEPARTMENT OF INFORMATION TECHNOLOGY**

**MEMORANDUM**

**Date:** .09.12.2022 - Revised

**To:** Dr. Muriel Reid, Interim Director of Information Technology

**From:** Mishi Jones Ulmer, Information Technology Database Manager

**Subject:** Purchase Justification for Cityworks Upgrade Performed by Axim Geospatial and Software Maintenance Renewal Support Services with Azteca Systems, LLC- Cityworks

---

The attached quotes is for Axim Geospatial' Cityworks software upgrade Software Maintenance Renewal Support Services with Azteca Systems, LLC- Cityworks

We strongly recommend the renewal of our current software support maintenance in addition to the upgrade in order to stay current by providing the latest technology and tools to our employees as they are servicing the Citizens of Jackson who call into 311. In addition, the Cityworks software is the foundation for our 311 (service requests), work order, and CitySourced (mobile application).

The combined cost associated with both the upgrade and support renewal is **\$126,500.00**. to include Axim Geospatial, providing software upgrade implementer services provided at a cost of \$67,500.00 In addition, the Mayor be authorized to execute agreements with Azteca Systems, Inc., providing for maintenance of software for Cityworks, said maintenance being provided at a cost of \$59,000.00. This software support maintenance covers the period from September 8, 2022 to September 7, 2023

I am recommending that we renew this upgrade and support maintenance renewal .

MR/mju



October 4, 2022

City of Jackson  
Attn: Mishi Ulmer  
200 S. President St  
Jackson, MS 39201  
Via email: [mishij@city.jackson.ms.us](mailto:mishij@city.jackson.ms.us)

*Re: Cityworks Sole Source Letter – City of Jackson, Mississippi*

Mishi Ulmer:

This letter is to confirm that the Cityworks Software is a sole source product, designed, created, and owned exclusively by Azteca Systems, LLC. Azteca Systems is the sole creator and owner of the Cityworks software including the Copyrights and Trademarks for Cityworks® and Empowering GIS® in the United States and elsewhere. Within the United States of America, Azteca Systems, LLC is the sole source provider for licensing, maintenance and support services and must be purchased directly from Azteca Systems at the address above. There are no agents, dealers, or distributors authorized to represent, sell, resell, or distribute this product in the United States.

Cityworks is the original and leading GIS-centric public asset management software. Over 20 years ago, Azteca Systems, pioneered the GIS-centric approach for managing local government assets with a proven GIS centered and based asset management solution. The Cityworks GIS-centric approach is now recognized as a best practice. The breadth and depth of our experience with GIS-centric public asset management is unsurpassed.

Should you have any further questions please contact me at (801)523-3732 or if you prefer e-mail at [george\\_mastakas@trimble.com](mailto:george_mastakas@trimble.com).

Sincerely,

George Mastakas  
Vice President, Azteca Systems, LLC



Azteca Systems, LLC - Cityworks  
 State | 334-977-  
 -72 5 33-77

Quote Number Q-13677-2  
 Created Date 10/3/2022

**Contact Information**

Contact Name: Mishi Ulmer Prepared By Name: Jenn Miya  
 Customer: Jackson (MS), City of Prepared By Phone: (801) 872-9528  
 Contact Address: 200 S. President St., Rm 405 Jackson, MS 39201 Prepared By Email: jmiya@cityworks.com

**Quote Lines**

| Product Name                    | Quantity | Net Unit Price       |
|---------------------------------|----------|----------------------|
| Server AMS Custom ELA           | 1.00     | USD 59,000.00        |
| Service Request API License     | 1.00     | USD 0.00             |
| Equipment Checkout License      | 1.00     | USD 0.00             |
| Cityworks Analytics License     | 1.00     | USD 0.00             |
| Storeroom License               | 1.00     | USD 0.00             |
| CCTV Interface for PACP License | 1.00     | USD 0.00             |
| MicroPaver License              | 1.00     | USD 0.00             |
| <b>TOTAL:</b>                   |          | <b>USD 59,000.00</b> |

**Maintenance Start Date: 9/8/2022 Maintenance End Date: 9/7/2023**

Quote Notes:

**Terms and Conditions**

**Payment Terms**  
 Payment due within 45 days

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

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

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

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

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

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

**Software Licensing**

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

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

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

**Taxes**

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

**International Customers**

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

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

\_\_\_\_\_  
Accepted by:

\_\_\_\_\_  
Title

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date



1.888.815.3327  
100 QBE Way, Suite 1225  
Sun Prairie, WI 53590  
aximgeo.com

October 4, 2022

Mishi Jones Ulmer  
Database Manager  
City of Jackson  
219 S. President Street  
Jackson, Mississippi 39205

Dear Mishi,

Thank you for your interest in our Support Block. Included in the following pages are Axim Geospatial's labor categories and labor rates.

This Support Block is intended to assist with a Cityworks Upgrade and will provide a vehicle for the City of Jackson to access Axim professional services. I hope you find this information helpful. If I can provide further assistance, please do not hesitate to contact me.

Thank you again for your interest. We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'GH'.

Greg Hymel  
Account Executive  
Axim Geospatial  
100 QBE Way, Suite 1225 | Sun Prairie, WI 53590  
p: (205) 725-5858 | e: greg.hymel@aximgeo.com



1.888.815.3327  
100 QBE Way, Suite 1225  
Sun Prairie, WI 53590  
aximgeo.com

**TITLE:** Continental Mapping, GISinc, and TSG Solutions Announce Collective Rebrand to Axim Geospatial

Continental Mapping Consultants, LLC is excited to announce a rebrand of the company to Axim Geospatial, LLC (Axim) effective January 1, 2022. All Continental Mapping Consultants, LLC holdings (including wholly owned subsidiaries: GISinc and TSG Solutions) will remain in place to fulfill existing agreements but will operate as Axim for all new work.

Axim is the result of three companies that have come together in the last 18 months via acquisition. The rebrand is a merging of culture, services, capabilities, and technologies across these organizations that created the largest singular provider of end-to-end geospatial solutions and services in the U.S.

Axim's mission is to use geospatial solutions to make the world a smarter, safer, and better place to live with a focus on empowering our clients to solve the world's toughest problems. Collectively, Axim transforms information into insights and analysis into action to address challenges such as national security, global climate change and resiliency, infrastructure and physical security, and environmental management. Axim clients include national, state, and local governments, defense and intelligence agencies, infrastructure, energy, utility, commercial and environmental organizations.

*"We were thrilled at the ease at which we came to a common mission and vision. There is a passion that runs through us all: to provide clarity through geography that empower our clients to solve tough problems. Axim is an expression of that passion." – Dave Hart, CEO & Co-Founder*

The rebrand does not constitute a change in control nor does it change the persons with whom our clients work. Axim has over 360 employees located in nearly 40 states throughout the U.S. They currently hold 18 prime Federal contracts and has mapped on all 7 continents in 182 countries and counting.

*"We are still the same people but with a broader set of capabilities and a clearly defined vision to help our clients succeed." – Chris Gross, Vice Chair & Co-Founder*

### **About Axim Geospatial**

Axim Geospatial empowers organizations to achieve their mission by discovering clarity through geography. With Axim, you can access full-service geospatial services and solutions that include data services (collection, sourcing, conflation), geomatics (photogrammetry, survey, cartography, data modeling), business solutions (Esri, Cityworks, Axim ViSAR, PrISM, TheGeoAnalyst), cloud services (cloud managed services, application hosting, system migration), consulting (roadmaps, implementation, Enterprise strategies, custom solutions), analytics (AI/ML, training data, model creation, threat risk reduction), and professional services (staff augmentation, partnership, emergency support, training). Headquartered in Sun Prairie, WI, Axim is currently 1 of 15 Esri Platinum Partners and a Platinum Cityworks Partner. Learn more at [www.aximgeo.com](http://www.aximgeo.com).

## I. GIS Support Blocks

GIS Support Blocks provide a vehicle for accessing GIS support on-demand. Once a GIS Support Block is put in place, Axim Geospatial will provide professional services to assist City of Jackson with Cityworks support. All services provided as part of the GIS Support Blocks will be conducted by the most effective and cost-efficient method, including: virtually through remote network access, telephone conference calls, Internet (WebEx) demonstrations, or on-site consultants.

### ***How do GIS Support Blocks work?***

Once the GIS Support Block vehicle is in place, Axim Geospatial will provide City of Jackson with a single point of contact. Axim Geospatial will identify the support tasks and establish a communication plan for coordinating the activities of the task as well as status reporting. We will match the support task with the correct Axim Geospatial resource and their corresponding labor category.

If a support task becomes large, Axim Geospatial may require using a management team. This function includes people, processes, and technology that are designed to make sure that City of Jackson receives outstanding value. Milestones and completion dates will be established for the Planning and Analysis, Client review, Design, Client review, Development, Testing, and Installation/Implementation phases of a large task or project. There are many tasks and risks that have the potential to derail a project. To manage this effort, larger tasks or projects that we execute are assigned a Project Coordinator or Solutions Architect from Axim Geospatial.

## II. Pricing & Acceptance

Axim Geospatial is proposing our time and materials Support Block with a not-to-exceed price of **\$67,500**. We have provided our rates below:

| Labor Category             | Staff    | Senior   | Consultant |
|----------------------------|----------|----------|------------|
| Geospatial Developer       | \$223.46 | \$268.15 |            |
| Geospatial Project Manager | \$207.81 | \$256.97 |            |
| Project Coordinator        | \$124.63 | \$145.52 |            |
| Solutions Architect        | \$241.48 | \$298.53 |            |
| Solutions Engineer         | \$223.46 | \$268.15 |            |
| Application Architect      | \$268.15 | \$298.53 |            |
| Enterprise Architect       |          |          | \$ 270.38  |
| Geospatial Analyst         | \$150.19 | \$179.53 |            |
| Management Consultant      |          |          | \$ 281.19  |
| Subject Matter Expert      |          | \$305.91 | \$ 319.04  |

You may indicate your acceptance of the above proposal with a signature from authorized personnel from City of Jackson.

### City of Jackson

Support Block Amount (Not to Exceed): \$ 67,500

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### **Quotation Terms and Conditions**

*This confidential quotation is valid for thirty (30) days unless otherwise stated and does not include shipping or tax unless otherwise stated. This contract will expire one year after signature. This quotation information is proprietary and may not be copied or released other than for the express purpose of system and service selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Axim Geospatial.*

**Time and Materials Payment Terms:** *Client will be billed monthly for all travel expenses and labor costs based on hours worked. Client agrees to NET 30 terms after receipt of invoice on this GIS support block. Supporting details will be provided in the monthly status report to detail hours, rates, and deliverable(s) performed during the preceding month.*





## Standard Terms and Conditions

These standard terms and conditions ("Terms and Conditions") apply to any proposal, quotation and the resultant agreement relating to products and services sold by Axim Geospatial to a customer ("Customer"). These Terms and Conditions, together with the proposal, quotation and contract, including any statement of work, herein SOW, shall constitute the entire agreement ("Agreement") between the parties.

These Terms and Conditions are governed by the terms of the applicable License Agreement for any incorporated software ("License Agreement"). Capitalized terms used and not otherwise defined herein shall have the respective meaning set forth in the License Agreement.

### 1. GENERAL PROVISIONS.

This proposal including the SOW and all Terms and Conditions set forth herein, constitutes the entire agreement between Axim Geospatial and Customer. The Terms and Conditions of the proposal shall govern and control the terms of any purchase order or purchase confirmation form from the Customer. Customer acknowledges that Axim Geospatial has not authorized any of its sales agents or representatives to make any representations, warranties or agreements on behalf of, or to bind Axim Geospatial in any way. This confidential proposal is valid for thirty (30) days and unless otherwise stated.

### 2. SCOPE OF SERVICES.

During the term of the Agreement, Axim Geospatial shall furnish the services in accordance with the SOW set forth in the proposal.

### 3. WORK PERFORMANCE.

Axim Geospatial agrees that all work performed hereunder shall be performed on a best effort basis by Axim Geospatial staff having an appropriate experience and skill level, and in compliance with the SOW.

### 4. TAXES.

Unless this Agreement specifies otherwise, the price included in the proposal does not include, and Customer is liable for and shall pay, all taxes, impositions, charges, and exactions imposed on or measured by this Agreement. Prices shall not include any taxes, impositions, charges, or exactions for which Customer has furnished a valid exemption certificate or evidence of exemption.

### 5. CHANGES.

No changes, modification, amendment shall be binding upon Axim Geospatial unless otherwise agreed to in writing. Customer's authorized representative may in writing, direct changes within the general scope of the Agreement. If such change increases or decreases the cost or time required to perform this Agreement, Customer and Axim Geospatial shall negotiate an equitable adjustment in the price and schedule to reflect the appropriate change. Axim Geospatial shall

adjust the proposal to reflect the change. Customer shall modify any purchase order or confirmation form and reissue to Axim Geospatial accordingly.

### 6. INVOICE AND PAYMENT.

Customer shall pay Axim Geospatial within forty-five (45) days after receipt of invoice or as per the terms indicated in the proposal. Axim Geospatial will bill Customer (MCA 31-7-305) monthly for all travel expenses and labor costs based on hours worked.

### 7. CANCELLATION.

Customer shall provide thirty (30) days written notice to Axim Geospatial prior to canceling an order. Customer will compensate Axim Geospatial for all authorized services satisfactorily performed through the cancellation date under the payment terms in section 6 of these Terms and Conditions.

### 8. ASSIGNMENT.

Neither party shall assign any of its rights or interest in this Agreement or subcontract all or substantially all of its performance of this Agreement without the other party's prior written consent.

**9. WARRANTY.**

Axim Geospatial warrants that it will perform the services in good faith and in conformance with professional industry standards. All Axim Geospatial employees, that work on the project, shall have the knowledge, education, training, skills and experience of the subject matter to which they will be performing services.

Axim Geospatial warrants the completed application against bugs and defects for a period of 30 days after acceptance. Ongoing support, functional enhancements, or performance issues caused by a change in the customer's IT environment are not included in the warranty. Coverage for these items will require a separate agreement.

**10. FORCE MAJEURE.**

Neither party will be liable to the other for delays in performing any obligations under the Agreement due to circumstances beyond its reasonable control, including but not limited to revolts, insurrections, riots, wars, acts of enemies, national emergency, strikes, floods, earthquake, embargo, inability to secure materials or transportation, and acts of God, and other events beyond the reasonable control of the parties caused by nature or governmental authorities.

**11. SERVERABILITY.**

If any provision of the Agreement is found to be invalid, illegal or unenforceable, then, notwithstanding such invalidity, illegality or unenforceability, the Agreement and the remaining provisions shall continue in full force and effect. In this event the parties will agree upon a valid, binding and enforceable substitute provision which shall be as close as possible to the commercial interests of the invalid or unenforceable provision.

**12. GENERAL SERVICES ADMINISTRATION SCHEDULE**

As indicated in the proposal, if applicable, this Agreement incorporates and shall be governed by the terms of a General Services Administration ("GSA") Schedule entered by Axim Geospatial and the United States Government. Axim Geospatial's GSA Schedule number: GS-35F- 0682R.

**13. GOVERNING LAW.**

This Agreement and any disputes arising out of, or relating to, this Agreement shall be governed by the laws of the State of Mississippi without regard to the conflict of law rules thereof, provided that (i) contract provisions that have been incorporated directly from or by express reference to the Federal Acquisition Regulations ("FAR"), FAR supplements or GSA schedule terms, (ii) contract provisions that have been flowed down from a contract with the U.S. Government, and (iii) the Changes and Termination for Convenience articles, shall be construed and interpreted according to the federal common law of government contracts, as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the federal government.

**14. OTHER.**

This Agreement shall be governed by and constructed in accordance with the laws of the State of Mississippi without regard to conflicts of laws provisions thereof.

Both Axim Geospatial and Customer will comply with all laws applicable to the Agreement.

All notices given under the Agreement will be effective when received in writing. Notices to the Customer and Axim Geospatial will be sent to the address provided in the proposal.

Changes to the Agreement must be in writing and must be signed by both parties.

**15. COMPLETE AGREEMENT.**

Customer acknowledges that it has read the Agreement, understands it and agrees to be bound by its Terms and Conditions. This contract contains the entire agreement of the parties and supersedes any and all prior agreements, understandings and communications between Customer and Axim Geospatial related to the subject matter of this contract. No amendment or modification of this contract shall bind either party unless it is in writing and is signed by Customer's authorized representative and an authorized representative of Axim Geospatial.

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## CITYWORKS® LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement made by and between Azteca Systems, LLC ("Azteca Systems") a Delaware limited liability company, with a place of business at 11075 South State, Suite 24, Sandy, Utah 84070 USA and the City of Jackson, Mississippi, using certain of Azteca Systems Licensed Products hereinafter referred to as "Licensee." This Agreement is effective immediately upon delivery of Licensed Products (the "Effective Date").

Azteca Systems Products are licensed under the terms and conditions of the Agreement. This agreement, when executed by the licensee named below ("Licensee") and Azteca Systems, LLC (Azteca Systems), as licensor of the Software, Online, Services, and Documentation licensed under the License Agreement, will supersede any previous Agreements including the License Agreement presented in the installation process requiring acceptance by electronic acknowledgement and will constitute a signed License Agreement.

This signed Agreement includes (i) this License and Maintenance Agreement, (ii) Addendum #1 – Product Licensing, (iii) Addendum #2 – Standard Maintenance and Support and (iv) Addendum #3 – Third Party Contractor Acknowledgment.

This signed Agreement may be executed in duplicate by the Parties. An executed Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or email, and reflects the signing of the document by any Party. Duplicates are valid and binding even if an original paper document bearing each Party's original signature is not delivered.

### ARTICLE 1—DEFINITIONS

#### 1.1 Definitions. The terms used are defined as follows:

- a. "Agreement" means this Software License Agreement between Azteca Systems and Licensee, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference.
- b. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
- c. "Authorized User" or "User" shall mean: (i) a direct user of the Licensed Products, including but not limited to Licensee's employees; (ii) Licensee's consultants who have agreed to maintain the Licensed Property in confidence and use it only for the benefit of Licensee, or (iii) members of the public gaining access to, and only limited use of, the Licensed Products via the Software's public web portal (if applicable). Other than limited use of the Products through the software's web portal, the public is not considered an authorized user.
- d. "Client Data" means the data provided or inputted by or on behalf of Licensee, including personally identifiable information, for use with the Software.
- e. "Covered Software" shall mean the particular Cityworks Software, scripts, interfaces and custom code identified in Addendum #1.
- f. "Deployment Server License" means a license that, in addition to providing staging server License rights, authorizes Licensee to install and use the Software for deployment in Licensee's internal use.
- g. "Testing Server License" means a license that authorizes Licensee to install and use the Software on a server in Licensee's internal use to provide testing License rights prior to deployment.
- h. "Documentation" means all user reference documentation that is delivered with the Software.
- i. "Internal Use" means use of the Licensed Products by employees of Licensee in Licensee's internal operations but does not include access of the Licensed Products by, or use of the Licensed Products in the provisions of services to, Licensee's clients or customers. Internal Use also includes use of the Licensed Products by contractors of Licensee, including contractors providing outsourcing or hosting services, as long as Licensee assumes full responsibility for the compliance with this Agreement in such use. Use of the Licensed Products (or any part thereof) for the benefit of others, whether by means of a software as a service offering, service bureau application, application service provider, outsourcing or other means of providing service to any third party shall not be considered Internal Use.
- j. "Licensed Products" or "Products" shall mean the portion of the Cityworks Software and the Documentation to which Licensee has purchased a License as identified as specified in Addendum #1

attached hereto. Licensed Products shall include any updates or upgrades to the Licensed Products that Azteca Systems may at its discretion deliver to Licensee. Products includes but is not limited to Software, Online Services, and Documentation licensed under the terms of this license Agreement.

- k. "Login" means a license that allows Licensee to permit a single authorized named end user to use the Software, Data, and Documentation installed on a server and accessed from a computer device.
- l. "Online Services" means any Internet-based system, including applications and associated APIs, hosted by Azteca Systems or its licensors, for storing, managing, publishing, and using Cityworks software and data, and other information.
- m. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- n. "Preview" means any alpha, beta, or prerelease Product.
- o. "Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.
- p. "Server" means each single instance of an operating system, whether physically installed on a computer or within a virtualized environment.
- q. "Software" or "Cityworks Software" means all or any portion of Azteca Systems proprietary software technology, excluding data, accessed or downloaded from an Azteca Systems (Cityworks) authorized website or delivered on any media in any format including backups, updates, upgrades, and service packs.
- r. "Standard Maintenance" or "Maintenance Addendum" shall mean the Standard Software Maintenance & Support Addendum #2.
- s. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or maintenance basis as specified herein.

## ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Products are licensed, not sold. Azteca Systems and its licensors own Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. This Agreement does not transfer ownership rights of any description in the Software, materials, or services to Licensee or any third party. Licensee agrees to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. Azteca Systems and its third-party licensors reserve all rights not specifically granted in this Agreement including the right to change and improve Products.

## ARTICLE 3—GRANT OF LICENSE

**3.1 Grant of License.** Subject to the terms of this Agreement, Azteca Systems grants to Licensee a personal, nonexclusive, nontransferable license solely to use the Products as set forth in Addendum #1 – Product Licensing (i) for which the applicable license fees have been paid; (ii) for Licensee's own internal use; and (iii) in accordance with this Agreement and the configuration ordered by Licensee or as authorized by Azteca Systems; and (iv) for the applicable Term or until terminated in accordance with Article 5. License types may include, but are not limited to Login, Workgroup, Departmental, ELA (Enterprise License) Licenses. Licensee may allow Third Party Contractors to access and use the licensed Software, provided Licensee and Third Party Contractor agree to and are bound by the terms set forth in Addendum 3. In addition to the Scope of Use in Article 4, Addendum #1 – Product Licensing which applies to specific Products, Addendum #2 – Standard Maintenance and Support, and Addendum #3 – Third Party Contractor Acknowledgment (if applicable) collectively, are incorporated in this Agreement.

- a. *Software.* Use and License for specific Software products are set forth in Addendum 1- Product Licensing Addendum, which is incorporated by reference.
- b. *Maintenance.* Maintenance terms are set forth in Section 9.11 below and in Addendum 2, - Standard Maintenance and Support which terms are incorporated by reference.
- c. *Third Party Contractor.* Terms of use for Third Party Contractor software usage (if applicable) are set forth in Addendum #3, which is incorporated by reference.

**3.2 Preview Release Licenses.** Products acquired under an evaluation license or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Licensee's own risk, and the Products do not qualify for Azteca or distributor maintenance.

**3.3 Special Use Programs.** If Licensee acquires Products under a special program for noncommercial, nonprofit, educational, or other limited-use license, Licensee's use of the Products is subject to the terms set forth in the applicable enrollment form or as described on Azteca's website in addition to the non-conflicting terms of this Agreement. All such program terms are incorporated herein by reference.

**3.4 Delivery.** Unless otherwise requested by Licensee, Azteca Systems shall provide an electronic link to make available to Licensee the Licensed Property by electronic download and a license key to activate the Licensed Property.

## ARTICLE 4—SCOPE OF USE

### 4.1 Permitted Uses

- a. For Products delivered to Licensee, Licensee may:
  1. Install and store Products on electronic storage device(s);
  2. Make archival copies and routine computer backups;
  3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed the Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity; and
  4. Move the Software in the licensed configuration to a replacement Server.
- b. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this License Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Azteca and its licensors: "Portions of this document include intellectual property of Azteca and its licensors and are used herein under license. Copyright © [Licensee will insert the actual copyright date(s) from the source materials] Azteca Systems, LLC. and its licensors. All rights reserved."
- c. *Consultant or Contractor Access.* Subject to Section 3.1 and Addendum #3, Azteca Systems grants Licensee the right to permit Licensee's Third Party Consultants or Contractors to use the Products exclusively and solely for Licensee's benefit. Licensee must comply with terms and provisions of Addendum #3 and provide a copy to Azteca. Licensee shall be solely responsible for compliance by Third Party Consultants and Contractors with this License Agreement and shall ensure that the Third Party Consultant or Contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by Third Party Consultants or Contractors not exclusively for Licensee's benefit is prohibited.

**4.2 Uses Not Permitted.** Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not:

- a. Sell, rent, lease, sublicense, lend, assign, or time-share Products;
- b. Permit persons other than Authorized Users to access or use the Licensed Products (or any part thereof);
- c. Act as a service bureau or Commercial ASP;
- d. Use Software, Data, or Documentation for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service);
- e. Redistribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or APIs;
- f. Redistribute Authorization Codes;
- g. Reverse engineer, decompile, or disassemble Products;
- h. Make any attempt to circumvent the technological measure(s) that controls access to or use of Products;
- i. Upload or transmit content or otherwise use Products in violation of third-party rights, including

- intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- j. Remove or obscure any Azteca Systems (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
  - k. Separate from the licensed use of APIs, Licensee may not unbundle or independently use individual or component parts of the Products, Software, or Online Services;
  - l. Unbundle or independently use the individual or component parts of Software or Online Services;
  - m. Incorporate any portion of the Software into a product or service that competes with the Software;
  - n. Publish the results of benchmark tests run on Software without the prior written permission of Azteca Systems; or
  - o. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Software in a manner that would subject such code or any part of the Software to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

#### ARTICLE 5—TERM AND TERMINATION

5.1. This License Agreement is effective upon date and signature of Licensee below. The initial term of this License Agreement will begin upon the dates set forth in Addendum 1 and provided the fees are paid. This license agreement and its maintenance provisions may then be renewed annually by payment of the then current maintenance fees for the next annual maintenance period as set forth in Addendum 1.

5.2. Either party may terminate this License Agreement or any Product license for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure.

5.3. Termination for Convenience: Either party may terminate this Agreement by giving the other party thirty (30) days' written notice prior to the end of the current Term Maintenance Period.

5.4. In the event that either funding from Licensee or other sources is withdrawn, reduced, or limited, or the authority of Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement and prior to normal completion, the parties shall have the authority to exercise the Termination for Convenience option to terminate this Agreement in whole or in part. If a party to this Agreement chooses to terminate for convenience that party may do so by thirty (30) days' written notice to the other party.

5.5. Upon termination of the License and Maintenance Agreement, all Product licenses granted hereunder terminate as well. Upon termination of a License or the License and Maintenance Agreement, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Azteca Systems.

5.6. If this Agreement is terminated for convenience, the Licensee is only liable for payment required by the terms of this Agreement for license, maintenance and support services rendered or products and software received and accepted prior to the effective date of termination.

5.7. If this Agreement is terminated under section 5.3 or 5.4 above, Licensee shall then return to Azteca Systems all of the Software, related modules, related updates, and any whole or partial copies, codes, modifications, and merged portions in any form. Azteca will then for no additional charge to Licensee and at Licensee's option either grant a license to the Licensee, for a period of one (1) year, which will allow Licensee to retain the ability to access records and data contained in the Software or allow Licensee to create digital copies of all files needed by the Licensee for the same period. If Licensee needs to retain access to records or data for a period longer than one (1) year, in order to transfer data to another system, Azteca will consider reasonable requests to extend beyond one (1) year.

5.8. The parties hereby agree that all provisions which operate to protect the intellectual rights of Azteca Systems shall remain in force should breach or termination of any kind occur.

## ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

**6.1 Limited Warranties.** Except as otherwise provided in this Article 6, Azteca Systems warrants for a period of ninety (90) days from the date Azteca Systems issues the Authorization Code enabling use of Software and that the unmodified Software will substantially conform to the published Documentation under normal use and service.

**6.2 Special Disclaimer.** CONTENT, DATA, SAMPLES, NEW VERSIONS, HOT FIXES, PATCHES, SERVICE PACKS, UPDATES, UPGRADES, AND ONLINE SERVICES PROVIDED ON A NO-FEE BASIS, AND EVALUATION, TEST AND BETA SOFTWARE ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND.

**6.3 Internet Disclaimer.** THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE PERFORMANCE OR DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF ONLINE SERVICES.

**6.4 General Disclaimer.** EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, AZTECA SYSTEMS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. AZTECA SYSTEMS DOES NOT WARRANT THAT PRODUCTS, MAINTENANCE OR ANY TECHNICAL SUPPORT SERVICES PROVIDED HEREIN WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR-FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. LICENSEE SHOULD NOT FOLLOW ANY SUGGESTIONS OR INSTRUCTIONS THAT APPEAR TO BE HAZARDOUS, UNSAFE, OR ILLEGAL. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

**6.5 Exclusive Remedy.** Licensee's exclusive remedy and Azteca Systems' entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Azteca Systems' sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for Software or Online Services subject to the Azteca Systems Maintenance Services and Support Addendum; or (iii) return of the license fees paid by Licensee for the current period, prorated for the current period, for Software or Online Services that do not meet Azteca Systems limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation; ceases using the Software or Online Services; and executes and delivers evidence of such actions to Azteca Systems.

**6.6** If the performance of any obligation under this Agreement is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure delivery of parts, supplies, services, or power; war, threat of actual terrorist act, cyberattack, or other violence; any law order, proclamation, regulation, ordinance, or demand; or any condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention interference, or restriction.

## ARTICLE 7—LIMITATION OF LIABILITY

**7.1 Disclaimer of Certain Types of Liability.** AZTECA SYSTEMS, ITS AUTHORIZED DISTRIBUTOR (IF ANY), AND ITS LICENSORS SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL,



INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE AND MAINTENANCE AGREEMENT OR USE OF PRODUCTS, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT AZTECA SYSTEMS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**7.2 General Limitation of Liability.** EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, THE TOTAL CUMULATIVE LIABILITY OF AZTECA SYSTEMS AND ITS AUTHORIZED DISTRIBUTOR HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE FEES ACTUALLY PAID BY LICENSEE DURING THE CURRENT MAINTENANCE AND SUPPORT PERIOD, FOR THE PRODUCTS THAT GIVE RISE TO THE CAUSE OF ACTION.

**7.3 Applicability of Disclaimers and Limitations.** Licensee agrees that the limitations of liability and disclaimers set forth in this License Agreement will apply regardless of whether Licensee has accepted Products or any other product or service delivered by Azteca Systems. The parties agree that Azteca Systems has set its fees and entered into this License Agreement in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. AZTECA SYSTEMS DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

#### **ARTICLE 8—INFRINGEMENT INDEMNITY**

**8.1** Azteca Systems shall defend, indemnify as described below, and hold Licensee harmless from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, arising out any claims, actions, or demands by a third party legally alleging that Licensee's licensed use of Software or Online Services infringe a US patent, copyright, or trademark, provided:

- a. Licensee promptly notifies Azteca Systems in writing of the claim;
- b. Licensee provides documents describing the allegations of infringement;
- c. Azteca Systems has sole control of the defense of any action and negotiation related to the defense or settlement of any claim; and
- d. Licensee reasonably cooperates in the defense of the claim at Azteca Systems' request and expense.

**8.2** If Software or Online Services are found to infringe a US patent, copyright, or trademark, Azteca Systems, at its own expense, may either (i) obtain rights for Licensee to continue using the Software or Online Services or (ii) modify the allegedly infringing elements of Software or Online Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the license shall terminate, and Licensee shall cease accessing infringing Online Services and shall uninstall and return to Azteca Systems any infringing item(s). Azteca Systems entire liability shall then be to indemnify Licensee pursuant to Section 8.1 and refund the unused portion of fees paid, prorated for the current maintenance and support period.

**8.3** Azteca Systems shall have no obligation to defend Licensee or to pay any resultant costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of Software or Online Services with a product, process, or system not supplied by Azteca Systems or specified by Azteca Systems in its Documentation; (ii) material alteration of Software or Online Services by anyone other than Azteca Systems or its subcontractors; or (iii) use of Software or Online Services after modifications have been provided by Azteca Systems for avoiding infringement or use after a return is ordered by Azteca Systems under Section 8.2.

**8.4** THE FOREGOING STATES THE ENTIRE OBLIGATION OF AZTECA SYSTEMS WITH RESPECT TO

**INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.**

**ARTICLE 9—GENERAL PROVISIONS**

**9.1 Future Updates.** New or updated Products and subscription renewals will be licensed under the then-current Azteca Systems license terms and conditions included with the deliverable Products.

**9.2 Export Control Regulations.** Licensee expressly acknowledges and agrees that Licensee shall not export, re-export, import, transfer, or release Products, in whole or in part, to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity or into any country where such export, re-export, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

**9.3 Taxes and Fees, Shipping Charges.** License fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

**9.4 No Implied Waivers.** The failure of either party to enforce any provision of this License Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

**9.5 Severability.** The parties agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

**9.6 Successor and Assigns.** Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this License Agreement without Azteca Systems' prior written consent, and any attempt to do so without consent shall be void. This License Agreement shall be binding on the respective successors and assigns of the parties to this License Agreement. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this License Agreement and Products acquired for delivery to its government customer upon written notice to Azteca Systems, provided the government customer assents to the terms of this License Agreement.

**9.7 Survival of Terms.** The provisions of Articles 2, 5, 6, 7, 8, and 9 of this License Agreement, and the provisions of section 4.1 of Addendum 2, shall survive the expiration or termination of this License and Maintenance Agreement.

**9.8 Equitable Relief.** Licensee agrees that any breach of this License Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Azteca Systems shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.

**9.9 US Government Licensee.** The Products are commercial items, developed at private expense, provided to Licensee under this License Agreement. If Licensee is a US government entity or US government contractor, Azteca Systems licenses Products to Licensee in accordance with this License Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Azteca Systems Data and Online Services are licensed under the same subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. The commercial license rights in this License Agreement strictly govern Licensee's use, reproduction, or disclosure of Products. Azteca Systems Software source code is unpublished, and all rights to Products are reserved by Azteca Systems and its licensors. Licensee may transfer Software to any licensed government procuring agency facility to which computer(s) on which Software is installed are transferred. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.

**9.10 Governing Law, Disputes, and Arbitration.** This License Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi without reference to conflict of laws principles, except

that US federal law shall govern in matters of intellectual property. Except as provided in Section 9.8, any dispute arising out of or relating to this License Agreement or the breach thereof shall be resolved in the following order:

- *Consultation and negotiation in good faith and a spirit of mutual cooperation;*
- *Mediation, by a mutually acceptable mediator chosen by the parties, which cost is shared equally;*
- *If the matter cannot be settled through negotiation or mediation, then it shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in a court of competent jurisdiction. If Licensee is a US government agency, this License Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613), in lieu of the arbitration provisions of this clause. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.*

**9.11 Maintenance.** Maintenance for qualifying Software consists of updates and other benefits, such as access to technical support, are provided during the Term of Use. Maintenance is specified as set forth in Addendum #2.

**9.12 Feedback.** Azteca Systems may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Azteca Systems. Regardless of the source of any feedback or suggestions, any improvements to Cityworks Software or Products, and any related intellectual property, are owned by Azteca Systems.

**9.13 Patents.** Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Azteca Systems technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Azteca Systems technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.

**9.14 Entire Agreement.** This License Agreement, including its incorporated documents, addendums, and exhibits constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this License Agreement must be in writing and signed by each party or as otherwise provided in Addendum #1.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed and made effective by their respective authorized representatives.

AZTECA SYSTEMS, LLC

CITY OF JACKSON, MS – (LICENSEE)

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

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

Name: Brian L. Haslam

Name: Chofove A. Lumbumba

Title: President - CEO

Title: Mayor

Date: \_\_\_\_\_

Date: 9 18 2020

**ADDENDUM #1**

**PRODUCT LICENSING**

**1. Licensed Software:**

Server AMS Custom Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:

Office

--Includes the following Add-ons:

Storeroom

Equipment Checkout

Cityworks Analytics for AMS

CCTV Interface for PACP

Pavement Management

Service Request API

Local Government Templates (LGT)

Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

*Annual fee herein is based on a 150,001 - 200,000 population range*

*Additional Software Products & Licenses: Additional Software Products & licenses may be added to this License Agreement with either an acknowledgement of an official Cityworks quote signed by Licensee and additional fees, if necessary or applicable being paid, or receipt of Purchase Order from Licensee in response to an official Cityworks quote and additional fees, if applicable being paid.*

**2. Notices & Licensee Information: Until or unless otherwise, modified, all notices relevant to this agreement shall be sent to the following address:**

|                                                                         |                                                                        |
|-------------------------------------------------------------------------|------------------------------------------------------------------------|
| Azteca Systems, LLC<br>11075 South State, Suite 24<br>Sandy, Utah 84070 | City of Jackson<br>219 President Street<br>Jackson, MS 39205           |
|                                                                         | Attn: Chokwe Antar Lumumba                                             |
|                                                                         | E-mail: <a href="mailto:halima@jacksonms.gov">halima@jacksonms.gov</a> |
|                                                                         | Phone: 601.960.1084                                                    |

**3. Delivery Date/Effective Date of Software**

*MM/DD/YYYY*

09/08/2020

**4. Schedule of Payments and Fees under License and Maintenance Agreement**

| Support Period | Date From/To (mm/dd/yyyy) | Amount      |
|----------------|---------------------------|-------------|
| Period 1       | 09/08/2020 – 09/07/2021   | \$59,000.00 |

**5. Additional**

Updates to the above licensed software means a subsequent release of the program which Azteca generally makes available to its supported customers as part of the annual maintenance plan for which fees have been paid.

Occasionally, Azteca changes the name of its licensed software as part of its ongoing process to improve and increase the functionality of the software. In the event the software licensed or listed above changes in name, and/or improvements are made, Azteca will provide software with functionality that is similar to or with substantially the same or greater functionality of the originally licensed software, provided all current license fees have been paid.

Updates may not always include any release, option or future program that Azteca licenses separately. Updates are provided when available (as determined by Azteca). Azteca is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. You shall be responsible for copying, downloading and installing the updates.

## **ADDENDUM #2**

### **STANDARD MAINTENANCE AND SUPPORT**

Standard Maintenance and Support Addendum provisions are between the Licensee and Azteca, Systems, LLC. Maintenance and Support are provided subject to the terms and conditions of the signed License Agreement and which is incorporated by reference.

1. **MAINTENANCE & SUPPORT:** Azteca Systems will provide maintenance and support services to Licensee for qualifying Products during the applicable Term for such Products provided the applicable license fees have been paid for the times and periods and amounts specified in Addendum #1. Maintenance and Support Services consist of the following benefits: Technical support, new version software, service packs, software upgrades, and software updates.

1.1. Azteca Systems will ensure upward compatibility for the Covered Software applications within a reasonable timeframe for minor Esri® ArcGIS and Cityworks supported database revisions. Azteca Systems will not ensure upward compatibility for Covered Software Applications when there are major Esri ArcGIS revisions (for example, from rev 10.x to rev 11.x), however Azteca Systems will make all reasonable efforts to provide upward compatibility.

1.2. Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4), during the term of this Agreement provide the following:

- (a) Software Updates. Software Updates includes Upgrades and service packs which are a collection of files that enhance or correct the Covered Software and which will be available for Licensee to download during the Maintenance Term/Period. Updates and Upgrades may also include new versions;
- (b) Provide Telephone Support, Email Support, Web Support, during normal business hours, 8 AM to 5 PM Mountain Time, Monday through Friday (excepting Holidays) and after hour emergency support line, and other benefits deemed appropriate by Azteca Systems (as set forth in Section 2 below); and
- (c) Implement and maintain a means of secure, remote direct network access (VPN, Web-access, etc.) to the Licensee's systems in order to perform thorough remote diagnostics.

1.3 The following items, among others, however, are specifically excluded as support services under this section of this Maintenance and Support:

- (a) Support for applying or installing upgrades and service packs;
- (b) Assistance with questions related to third party software, computer hardware, networking, and other similar items that are not provided by Azteca;
- (c) Assistance with computer operating system questions not directly pertinent to the Covered Software or Program Modifications;
- (d) Licensee Data debugging and/or correcting;
- (e) Services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the Covered Software, including but not limited to neglect, abuse, unauthorized modifications and/or unauthorized updates;
- (f) Consulting regarding customizations created to function with the Covered Software unless the customization is identified and listed as Covered Software in Addendum 1;
- (g) Assistance with applications which are not part of a standard life cycle, such as preview, beta, or candidate releases; and
- (h) Questions such as configuration, implementation and walk-throughs.

1.4 Support Periods are renewable unless terminated as provided in Section 3 below. The Maintenance Services consists of software and documentation updates and access to technical support via telephone, email, web-based ([www.MyCityworks.com](http://www.MyCityworks.com)) and after hours support as set forth in Section 1 of this Addendum.

1.5. Technical support provided pursuant these maintenance provisions shall be performed in a professional and workmanlike manner. Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a workaround, but Azteca Systems cannot guarantee that all technical issues can be fixed or resolved.

1.6. **Authorized Callers.** Licensee may designate a limited number of authorized callers per software product listed in Addendum 1. Licensee may replace Authorized Callers at any time by notifying Azteca Systems Support services. Authorized callers may be designated in this Addendum #2 or by email. Azteca may limit the total number of authorized callers as may be reasonably necessary and may request an updated list of authorized callers.

1.7. **Cityworks Online Support and Customer Portal.** Azteca has created a self-help support website center for Authorized Callers to submit technical issues, chat with technical specialists, track technical support incidents through the 'MyCityworks' portal, and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The support and care website can be found at <http://www.mycityworks.com>.

## 2. PROCEDURES FOR ACCESSING SUPPORT:

2.1. All problem categories from routine, non-critical and critical that occur during normal business hours shall procedurally occur as follows: 1) Licensee's system administration staff as first line of support, and then 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within 4 hours.

2.2. Prior to calling Azteca Systems for support services, the Licensee will first attempt to isolate any problems that occur within the Licensee's System. The Licensee will try to reduce the problem down to a specific software or system component. If it is determined that the problem is The Cityworks Software component, Licensee will first try and resolve the problem without Azteca Systems' involvement. If Licensee cannot resolve the problem or isolate the problem, Licensee may contact Azteca Systems via telephone, chat, or self-service portal. In each case, Cityworks technical support will log the information and provide, an answer to the question, a resolution to the problem, or submit a verified bug to the development group. Any support request that is not quickly resolved will be assigned to a technical support representative. Phone calls and chat requests are accepted during normal business hours as outlined on the Contact Support page of MyCityworks.com. Voicemails and requests submitted via the self-service portal outside of the posted business hours will be responded to on a first come, first served basis the next business day.

2.3. For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the Licensee, Azteca Systems will provide an after-hours phone number or pager number that will forward the call to the currently assigned Azteca Systems support representative. Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within 4 hours of receipt of the call from a designated and authorized Licensee representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. For routine and non-critical problems Licensee will submit support requests during normal business hours as outline in 2.2 above.

2.4. After a Technical Support Incident is logged, Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a work around. While it is Azteca's goal to provide an acceptable solution to technical issues, Azteca cannot guarantee that all technical issues can be fixed or resolved.

2.5. Azteca will use all reasonable efforts to utilize remote support-type services. However, in the event Licensee and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the Covered Software, the parties by mutual negotiation, shall develop a separate agreement that will govern the terms and conditions for any on-site work or services.

### 3. CHARGES/FEES

3.1. License, Maintenance and Support Services herein are included in the payment of annual fees as set forth in Addendum #1, and shall be paid by Licensee. The annual fee for each twelve (12) month period is set forth in Addendum #1, and shall be paid prior to the start for each License and Maintenance Period unless otherwise specified. The annual fee for successive Terms/Periods (twelve-month periods) commencing upon the anniversary of the first maintenance period, shall become due prior to the end of the preceding paid-up Maintenance Period.

3.2. Upon sixty (60) days written notice, the fee for the License and Maintenance Periods listed in Addendum 1 subsequent to year three (3) of the Maintenance Period, may be adjusted by Azteca Systems to reflect increases in costs of providing the services; provided, however, that the fee shall not increase by more than the CPI from the previous annual fee. Azteca Systems will notify Licensee of the new pricing no later than ninety (90) days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

3.3. **Maintenance Expiration.** Azteca Systems will send Licensee a notice of expiration approximately sixty (60) days before the Maintenance term expires. If Azteca Systems does not receive a purchase order prior to the expiration date, Azteca will send the notification to Licensee upon expiration of the Maintenance term. Azteca Systems will continue to provide technical support for an additional thirty (30) days, but Licensee will no longer receive Software updates released after the Maintenance term's expiration. If Licensee does not reinstate Maintenance within thirty (30) days of the expiration date, Licensee will no longer receive technical support. All other Maintenance benefits and Support services will end with the expiration of the Maintenance term.

3.4. **Reinstatement Fee for Lapsed Maintenance.** Azteca Systems will reinstate Maintenance if Licensee sends a purchase order or payment within thirty (30) days of the expiration date. If Licensee does not renew Maintenance within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Licensee would have paid since the expiration date.

### 4. MISCELLANEOUS

4.1. **Data Confidentiality Statement:** Azteca Systems will take reasonable measures to ensure that any Licensee data and/or confidential information provided to Azteca Systems is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the Licensee may be loaded onto Azteca Systems servers or employee computers for the purpose of testing The Cityworks Software, database structure, or database values, and related Esri® software to resolve database or software performance issues, software enhancements and software defects. At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from Licensee. If requested by the Licensee, and once the testing has been completed, Azteca Systems will delete all data provided by the Licensee.

4.2. **No Implied Waivers:** No failure or delay by Azteca Systems or Licensee in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Azteca Systems.



**ADDENDUM #3**

**THIRD PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT**

If Licensee (City of Jackson, MS) engages any Third Party Contractor and desires to grant access to or permission to use the licensed software, the access may be granted subject to the following terms conditions and provisions:

1. Access and use of the Licensed Products by any third party is solely for Licensee's benefit;
2. The Third Party Contractor (or, if applicable, its employee) shall be considered, as applicable, the Authorized User for purposes of the applicable license type, and all use by such contractor shall be in accordance with the terms and conditions of the License and Maintenance Agreement;
3. Before accessing the Licensed Products, the Third Party Contractor agrees in writing that (a) the software shall be used solely in accordance with the terms of this Agreement and solely for Licensee's benefit and (b) said contractor shall be liable to Azteca Systems for any breach by it of this Agreement;
4. Licensee hereby agrees and acknowledges that Licensee will be liable for any and all actions or omissions of the Third Party Contractor with respect to the use of the Licensed Products, as if such actions or omissions were the Licensee's;
5. Upon expiration or termination of this License Agreement, the rights of usage to any Third Party Contractor shall immediately terminate;
6. Use of the Software by such Third Party Contractors on Licensee's behalf will be governed by the terms of this Agreement, and will require that Licensee purchase the appropriate license for each user utilized by such contractor;
7. Any breach of this Agreement by any Third Party Contractor(s) will be deemed to be a breach by Licensee;
8. Licensee will ensure that Third Party Contractor agrees to comply with and does comply with the terms of this Agreement on the same basis as the terms apply to Licensee; and
9. Any Third Party Contractor must sign a copy of this Addendum acknowledging that it has a copy of the License Agreement and agrees to the terms herein, further Licensee shall provide a signed copy of this Addendum for every Third Party contractor to which it has granted permission to access and/or use the licensed software;

The rights granted under Third-Party Contractor Addendum, do not modify the license or increase the number of licenses granted under this Agreement. Third-Party Contractor acknowledges acceptance by signing below, and providing a copy to Azteca Systems at [contracts@cityworks.com](mailto:contracts@cityworks.com).

\_\_\_\_\_  
Third Party Contractor Name (Print)

By: \_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1736

OFFICE OF THE CITY ATTORNEY  
A. C. C. III  
10/5/22

## OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AND AUTHORIZING THE MAYOR TO RENEW THE CITYWORKS LICENSE AND MAINTENANCE AGREEMENT WITH AZTECA SYSTEMS, LLC AND EXECUTE AN AGREEMENT WITH AXIM GEOSPATIAL, LLC TO PROVIDE PROFESSIONAL SERVICES TO ASSIST WITH THE CITYWORKS (3-1-1) SOFTWARE** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra O. Moncure, Deputy City Attorney

10/5/22  
Date

OFFICE OF THE CITY ATTORNEY  
10/11/22 A.M.

**ORDER AMENDING THE CONTRACTUAL START DATE OF THE ANTENNA SITE LICENSE AGREEMENT IN THE DECEMBER 22, 2020, ORDER AUTHORIZING THE MAYOR TO EXECUTE THE ANTENNA SITE LICENSE AGREEMENT AND MEMORANDA OF ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS TO IMPROVE BROADBAND COVERAGE WITHIN THE CITY OF JACKSON**

**WHEREAS**, Section 21-17-5 of the Mississippi Code vests the care, custody, and control of municipal property and affairs with the municipality; and

**WHEREAS**, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances which are not inconsistent with the Mississippi Constitution of 1980, the Mississippi Code of 1972, and any other statute or law of the State of Mississippi; and

**WHEREAS**, on December 22, 2020, Jackson City Council authorized the Mayor to execute an agreement with Alltel Corporation DBA Verizon Wireless to Improve Broadband Coverage within the City of Jackson; and

**WHEREAS**, the parties never executed the agreement and agreed to push the commencement date back due to budgeting reasons; and

**WHEREAS**, the Telecommunications Division recommends that the Mayor be authorized to execute the Antenna Site License Agreement that will begin on October 1, 2022, and shall continue for five (5) years, subject to the right of the succeeding governing authorities to void; and

**WHEREAS**, the best interest of the public would be served by authorizing Verizon to utilize (Fire Station 19), located at 5802 Ridgewood Road, Jackson Mississippi 39211, tower site to install equipment to improve broadband capabilities for citizens of Jackson and increase revenue for the City of Jackson; and

**WHEREAS**, under the agreement, Verizon will pay Two Thousand Dollars (\$2000.00) a month to the City of Jackson as a monthly license fee, subject to a 3.5% annual increase; and

**WHEREAS**, the proposed Antenna Site License Agreement and the Memoranda of Antenna Site License Agreement contain the following provisions and are similar to Antenna Site License Agreements that the City has with private entities:

1. Definitions. Licensor and Licensee agree that the respective terms as used herein shall, unless the context otherwise requires, have the following meanings:

"Tower" means Licensor's tower and associated structural hardware located at geographic coordinates Latitude N 32° 23' 6.7", Longitude W 90° 8' 27.75", in the City of Jackson, in Hinds County, Mississippi (the "Premises"), also referred to as 5802 Ridgewood Road, Jackson, Mississippi 39211 and more particularly described on Exhibit A attached hereto and by this reference incorporated herein.

Agenda Item No. 25  
Agenda Date: October 11, 2022  
(Reid, Lumumba)

"Cabinet Pad" means a concrete pad adjacent to the Tower to be constructed by Licensee at its sole cost and expense designated by Licensor for Licensee's exclusive use and installation of communications equipment which Licensor and Licensee agree shall have those dimensions shown on Exhibit A, and shall be suitable for installation of cabinets associated with Licensee's equipment. The design and location of such pad shall be subject to Licensor's prior approval, which shall not be unreasonably withheld or delayed.

"Antenna Site" means the applicable portions of the Tower designated by Licensor as site space, the Cabinet Pad and any necessary route of ingress or egress between the Cabinet Pad and Tower for cables and other related equipment as necessary to interconnect Licensee's Site Equipment.

"Manager" means the City of Jackson, Mississippi, its successors or assigns and any subsequent manager of the Antenna Site pursuant to a management agreement with Licensor.

"Site Equipment" means any communications equipment, including equipment shelters, base stations, antenna(s), poles, dishes or masts, cabling, fiber or wiring and accessories used therewith approved by Licensor for installation, operation and maintenance on the Antenna Site.

Licensor and Licensee agree that capitalized terms defined elsewhere in this Agreement shall, unless the context requires otherwise, have the meaning there given.

## 2. License to Use.

(a) Subject to and upon the terms, provisions and conditions hereinafter set forth, and in consideration of the duties, covenants and obligations of Licensee hereunder. Licensor has granted and does hereby grant unto Licensee a nonexclusive license (the "License") to use the Antenna Site for the installation, operation and maintenance, at Licensee's sole expense and risk, of Licensee's Site Equipment, as more particularly described in Exhibit B attached hereto and made a part hereof for all purposes. The foregoing notwithstanding, however, Licensee's rights shall be exclusive with respect to the Cabinet Pad, and Licensor will not license space to other licensees at the same elevation on the Tower. Licensor further grants to Licensee a non-exclusive right of ingress and egress and access to the Antenna Site, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, and for the installation and maintenance of utilities, over and across the Premises from the nearest public right-of-way, Ridgewood Road, to the Antenna Site.

(b) This Agreement is limited to allowing Licensee to only install, maintain and operate on the Antenna Site in the location or locations described in Exhibit A, the Site Equipment which Licensee owns for purposes of providing communication

services which Licensee is licensed by the Federal Communications Commission ("FCC") to provide.

(c) Licensee, at its sole expense and with the prior approval of Licensor which shall not be unreasonably withheld or delayed, shall have the right to fence and enclose its ground equipment as necessary to provide for the security, safety and protection of the public and to provide for security and limitation of liability against Licensee, Licensor and others. Licensee shall provide Licensor with all keys and combinations to such fencing and enclosures as shall be necessary to give it complete access to all areas of the Antenna Site at all times.

(d) Licensor reserves the right to require Licensee to relocate all or a portion of its tower mounted Site Equipment to a different location on the Tower in the event that the Site Equipment interferes with the use of the Tower or Premises by the Licensor or other users of the Tower who pre-date Licensee's use of the Tower, and Licensee agrees to relocate said Site Equipment at its expense, provided that said relocation does not substantially change the radio service coverage area of the Site Equipment. Furthermore, Licensee shall not install any of its Site Equipment on the Antenna Site in a manner that interrupts or prevents the normal use or operation of the equipment of other users of the Tower who pre-date Licensee's use of the Tower; and without limiting the generality of the foregoing. Licensee's Site Equipment shall be installed with adequate clearance for opening of all cabinet doors and adequate access to all equipment of users who pre-date Licensee's use.

(e) Licensee may replace the Site Equipment with similar and comparable equipment provided said replacement does not increase tower loading. Prior to the replacement of the Site Equipment, Licensee shall provide to the City's Telecommunications Division Manager fourteen (14) days written notice of its intent to replace the Site Equipment. The written notice shall include a description and drawing depicting the equipment to be replaced and the location of the equipment. Any replacement of the Site Equipment which results in an increase in Tower loading will require an increase in fees and amendment of the Agreement. The amount of fee increase will be negotiated by the parties.

(f) Licensee shall have access to the Antenna Site twenty-four (24) hours per day, seven (7) days per week, and such access shall include, but shall not be limited to any and all roads, rights-of-way and easements (including for utilities) without the presence or assistance of the Licensor.

(g) Licensor represents and warrants to Licensee that Licensor holds good and valid fee simple title to the Antenna Site. Licensor covenants to Licensee that if Licensee shall perform its obligations hereunder, Licensee shall have quiet enjoyment of the Antenna Site

throughout the term of this Agreement.

### 3. Term.

(a) The initial term of this Agreement shall commence on October 1, 2022 (the "Commencement Date") and shall continue for five (5) years. The Agreement will automatically renew for three (3) additional terms of five (5) years each (each a "Renewal Term"), unless the Licensee provides written notice of intent not to continue at least 30 days in advance of the expiration of the then current term.

(b) Licensor acknowledges that Licensee's ability to use the Antenna Site is contingent upon its obtaining after the execution date of this Agreement, all certificates, permits and other approvals (collectively, the "Governmental Approvals") that may be required by any federal, state or local authorities as well as satisfactory soil boring tests which will permit Licensee to use the Antenna Site as set forth in this Agreement. Licensor shall cooperate with Licensee in Licensee's efforts to obtain such approvals and shall take no actions which would adversely affect the status of the Premises with respect to the proposed use by Licensee. In the event that any of such applications for Governmental Approvals should be finally rejected or Licensee determines that any such Governmental Approval may not be obtained in a timely manner, or if any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by a governmental authority or soil boring tests are found to be unsatisfactory so that Licensee in its sole discretion will be unable to use the Antenna Site for its intended use, the Licensee shall have the right to terminate this Agreement. Notice of Licensee's exercise of its right to terminate shall be given to Licensor in the manner set forth in this Agreement, and shall be effective upon the mailing of such notice by Licensee. All rentals paid to said termination date, if any, shall be retained by Licensor. Upon such termination, this Agreement shall become null and void and all parties shall have no further obligations, excluding the payment of monies that may be due up to the termination date.

### 4. Payments.

(a) License Fees. Licensee shall, except as noted below, pay Licensor, without demand, offset or counterclaim on the Commencement Date and on the first of each calendar month thereafter during the term the monthly fee set forth as \$2,000.00 per month (the "Monthly License Fee") for the Site Equipment specified on Exhibit B, subject to the annual increase as described below. If the Commencement Date occurs on a date other than the first day of the month, the Monthly License Fee shall be prorated for such partial month. Likewise, if the term ends on a date other than the last day of a month, the Monthly License Fee shall be prorated for such partial month. For the installation of additional equipment subsequent to the initial installation phase, Licensee shall pay an additional Monthly License Fee in the amount of \$1.50 per antenna line per foot, per month subject to the annual Increase as described below. For example, based on Licensee's RAD center of 140' AGL, the rent increase would be computed as follows: 140' x

\$1.50/per foot = \$210.00/month. Each time Licensee installs additional equipment, Licensee shall be entitled to install up to three (3) additional antennas, three (3) hybrid/coax/cable line, plus ancillary communications equipment, including but not limited to remote radio heads, surge suppression boxes, splitters, diplexers, amplifiers, and cable jumpers, or any combination of the foregoing at the same RAD center for the same increase in the Monthly License Fee. By way of example, if Licensee installs only six (6) antennas during the initial installation phase, Licensee may subsequently install three (3) additional antennas, three (3) remote radio heads, one (1) surge suppression box and one (1) hybrid cable and the total additional Monthly License Fee for all of the foregoing additional equipment will be \$1.50 per antenna line per foot, per month, or \$210.00/month. Similarly, if Licensee were only to install one (1) additional antenna after the initial installation phase, the one (1) additional antenna would be chargeable at the same rate of \$1.50 per antenna line per foot, per month, or \$210.00/month. Fees for all Antenna Sites encompassed by an Antenna Site License Agreement with Licensor may be aggregated and paid by Licensee in a single, monthly payment. The Monthly License Fee described herein shall be increased annually, effective as of each anniversary of the Commencement Date, by an amount equal to 3.5 percent.

(b) In addition to the Monthly License Fee, Licensee shall pay Licensor, if and when due, any sales, use, real estate, personal property or other taxes or assessments which are assessed or due by reason of this Agreement or Licensee's use of the Antenna Site hereunder. Licensee shall pay any applicable or assessed property taxes, real or personal, attributable to Licensee's Site Equipment.

5. Technical Standards. Licensee agrees that the installation, operation and maintenance of its Site Equipment shall at all times, and at Licensee's expense, comply with such technical standards as may from time to time be established by Licensor for the Antenna

Site, including, without limitation, technical standards relating to frequency compatibility, radio interference protection, antenna type and location and physical installation (the "Technical Standards"), more fully set out in Exhibit C hereto, provided that such technical standards (a) are implemented on a non-discriminatory basis; (b) do not prohibit or interrupt Licensee's use as provided for under this Agreement or conflict with the terms hereof; (c) do not increase Licensee's financial obligations under this Agreement; and (d) are substantially consistent with current wireless industry practices or FCC regulations, if applicable. Licensor will provide to Licensee a copy of any new Technical Standards established by Licensor to ensure compliance with the same, and if any new Technical Standards established by Licensor shall require that Licensee modify or revise the then existing installation, operation or maintenance of its Site Equipment, Licensee shall make such modifications or revisions within a reasonable time thereafter.

6. Interference. Licensee covenants that its Site Equipment shall not cause interference with equipment owned or operated by Licensor or by third parties collocated on the Tower prior to this Agreement. If any measurable electrical, electromagnetic, radio frequency or other interference shall result from the operation of any of the Licensee's Site Equipment, Licensee agrees to immediately take all steps necessary to eliminate the interference within twenty four (24) hours from receipt of verbal notice from Licensor, by telephone call to Licensee's Network Operations Center at 800-264-6620, and if such interference cannot be eliminated, then power down Licensee's equipment within such 24 hour period; provided, however, if any emergency situation exists which threatens life or property, which Licensor reasonably determines in its sole discretion to be attributable to Licensee's Site Equipment, Licensor shall immediately notify Licensee verbally as set forth above and Licensee shall act immediately to remedy the emergency situation. Should Licensee fail to so remedy said emergency situation, Licensor may then require Licensee to shut down Licensee's equipment. Licensee shall indemnify Licensor and hold it harmless from all expenses, costs, damages, loss, claims or other liabilities arising out of said shutdown, excluding those expenses, costs, damages, losses, claims, or other liability due to negligence or misconduct of Licensor, its employees, visitors, or invitees. Licensee agrees to cease operations (except for intermittent testing on a schedule approved by Licensor) until the interference has been corrected to the satisfaction of Licensor. If such interference has not been corrected within sixty (60) days, then Licensee shall either terminate this Agreement or immediately remove from the Antenna Site the specific item of Site Equipment causing such interference, in which latter case the Monthly License Fee shall be reduced by the portion of the fee applicable to such Site Equipment for the remainder of the then current term and all other terms and conditions of this Agreement shall remain in full force and effect. Licensee agrees that it shall act cooperatively and in good faith to resolve any interference issues with third parties. Licensor agrees that other licensees who collocate on or install additional or different equipment on the Premises after the date of this Agreement will be permitted to install only such radio equipment that is of a type and frequency which will not cause measurable interference to the existing equipment of Licensee, and Licensor will immediately correct such interference or cause the same to be corrected by other licensees. The parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this paragraph and therefore, either party shall have the right to specifically enforce the provisions of this paragraph in court of competent jurisdiction.

7. Default and Remedies.

(a) It is a "Default" if (i) Licensee fails to comply with a monetary requirement of this Agreement, such as payment of rent, and does not remedy the failure within 15 days after written notice from Licensor or (ii) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in



such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice. The cure periods set forth in this Paragraph do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 6 of this Agreement.

(b) In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If Licensee undertakes any such performance on Licensor's behalf and Licensor does not pay Licensee the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, Licensee may offset the full amount due against all fees due and owing to Licensor under this Agreement until the full amount is fully reimbursed to Licensee.

8. Maintenance. Licensor shall, at its expense, be responsible for the maintenance of the Tower and the Premises. Licensee shall be responsible, at Licensee's expense, for the maintenance of its Tower mounted equipment, including brackets, cable ties, antennas, antenna cable and associated hardware and its other Site Equipment. If Licensor, in its sole judgment, deems any repairs to Licensee's tower equipment necessary for the protection of life or property, Licensor shall notify Licensee's Network Operations Center at 800-264-6620 and if Licensee is unable or unwilling to effect such repairs expediently, Licensor may affect the necessary repairs, and Licensee shall pay Licensor's invoice therefor within thirty (30) days. Only tower service organizations approved by Licensor shall ascend the Tower or perform any installation, service or maintenance work on the Tower. Licensee, its employees, agents or invitees shall not ascend the Tower without first having given Licensor notice of Licensee's intent to ascend the Tower at least four (4) hours prior to the anticipated time of the ascension of the Tower except in urgent circumstances in which case Licensee shall give Licensor notice which is reasonable under the circumstances prior to ascending the Tower. In no event shall Licensee or its agents and contractors be allowed to ascend the Tower unless and until Licensee or its agents or contractors have complied with the insurance requirements imposed upon Licensee or its agents or contractors by this Agreement. Licensee shall keep its Site Equipment and the areas immediately surrounding same neat and clean. Licensee shall conduct its business and control its agents, employees, invitees and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb any

other licensee or Licensor in its operation of the Premises. Licensor shall have no obligation to license, maintain, operate or safeguard the Site Equipment.

#### 9. Utilities.

(a) Electrical Facilities. In the event that Licensee chooses not to install a separate electrical meter, Licensor shall furnish Licensee electrical facilities to furnish sufficient power for Licensee's Site Equipment; provided, however, if Licensee's Site Equipment (singly) consumes more than 1.0 kilowatts per hour at rated capacity or requires a voltage other than 120 volts single phase, Licensee shall pay (i) for the cost of installing such facilities, (ii) for the cost of the installation of any separate meters required thereby, and (iii) the sums charged Licensor by the applicable utility for such service as reflected by such meter without mark-up. Licensee may at its option install a separate electrical meter to service Licensee's Site Equipment. Temporary interruption in the power provided by such facilities shall not render Licensor liable in any respect for damages to either person or property nor relieve Licensee from fulfillment of any covenant or agreement hereof. If Licensor is furnishing power and any of Licensee's Site Equipment fails because of a loss of any electrical power, Licensor shall use reasonable diligence to restore electrical power promptly, but Licensee shall have no claim for damages on account of any interruption in electrical service occasioned thereby or resulting therefrom; however, should any such interruption in electrical service continue for a period in excess of seventy-two (72) hours, then, in such event, the Monthly License Fee shall be reduced proportionately, to the extent Licensee's Site Equipment is unusable until such time as electrical power is restored to Licensee's Site Equipment. Notwithstanding the foregoing, if Licensor furnishes electrical service for Licensee's Site Equipment, Licensor shall at all times be able to shut down the electrical service to the Antenna Site and Site Equipment in connection with any maintenance operation conducted for the Premises. Licensor agrees to make a reasonable effort to schedule any such shutdown during non-peak hours. Licensor also agrees to make a reasonable effort to cooperate with Licensee in obtaining temporary alternate power during scheduled maintenance operations, but shall have no obligation hereunder to provide alternate power from emergency power sources. In connection therewith, Licensor agrees to give Licensee reasonable prior notice, except in emergency situations, which notice may be verbal. Licensor shall call Licensee's Network Operations Center at 800-264-6620 to give notice of any shut down of electric service or emergency situation.

(b) Licensee may install telephone, utilities and fiber to the Antenna Site in the locations shown on Exhibit A or in a location approved by Licensor, such approval to not be unreasonably withheld, conditioned or delayed.

10. Compliance with Laws. The access to, and installation, maintenance and operation of Licensee's Site Equipment must at all times be in strict compliance with the Technical Standards, all applicable federal, state and local laws, ordinance,

and regulations (including without limitation the Federal Communications Commission, Federal Aviation Administration, City and Fire Codes) and the rules and regulations of the Antenna Site.

1 1. Assignment and Sublicensing.

(a) Licensee may not assign this Agreement without the prior written consent of Licensor, which shall not be unreasonably withheld, conditioned or delayed by Licensor. Licensee shall not be permitted to sublicense to, or share its Site Equipment with, third parties without the prior written consent of Licensor, which consent Licensor may withhold in its sole discretion. Notwithstanding the foregoing, the Agreement may also be sold, assigned, or transferred by Licensee without Licensor's consent to Licensee's principals, affiliates, subsidiaries of its principals, or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Site is located, by reason of a merger, acquisition or other business reorganization. No change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder.

(b) Licensor shall have the right to freely transfer and assign, in whole or in part, all its rights and obligation hereunder and no further liability or obligation shall thereafter accrue against Licensor hereunder, but this Agreement shall remain binding on Licensor's assigns.

12. Inspection. Licensee shall permit Licensor or its agents or representatives at all hours to have access to Licensee's Site Equipment to (a) inspect Licensee's Site Equipment, (b) make technical measurements or test related to the Site Equipment, provided that no hard electrical connections are made to Licensee's Site Equipment when Licensee or its representative is not present, (c) perform any obligations of Licensee hereunder which Licensee has failed to perform, for which work Licensee agrees to pay Licensor's invoice therefor promptly, (d) assure Licensee's compliance with the terms and provisions of this Agreement and all applicable laws, ordinances, rules and regulations. Licensee reserves the right to have a representative of Licensee present at any time Licensor or its agents or representatives access Licensee's Site Equipment.

13. Licensor's Review of Plans and Approval of Contractors.

(a) Prior to installing or allowing any equipment to be installed in or on the Antenna Site, Licensee shall submit detailed plans and specifications of the planned installation for Licensor's approval. Licensor shall have a reasonable period of time to review and approve such plans, which must in all events be in compliance with the Technical Standards. In no event will Licensor's approval of such plans be deemed a representation that they comply with applicable laws, ordinances or rules

and regulations or will not cause interference with other communications operations, such responsibility being solely Licensee's.

(b) Licensor shall have the right of prior approval of any contractors performing installation, modification or maintenance work on behalf of Licensee on the Antenna Site, which approval shall not be unreasonably withheld, but which once given may be rescinded by Licensor for cause upon written notice of rescission by Licensor to Licensee. If Licensee performs its own installation, modification or maintenance work, Licensor's right of prior approval shall also extend to Licensee as a contractor, and any reasonable withholding or rescission of Licensor's approval of Licensee as a contractor due to Licensee's negligence or willful misconduct shall not relieve Licensee of its obligations hereunder. Licensee shall submit the name of any proposed contractor to Licensor prior to such contractor performing any work on behalf of Licensee on the Antenna Site and Licensor shall notify Licensee within a reasonable period of time thereafter as to whether Licensor has approved such contractor.

#### 14. Removal of Site Equipment at End of Term; Holdover.

(a) Licensee shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Antenna Site to its original condition, reasonable wear and tear excepted. Licensor agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Licensee shall remain the personal property of Licensee and Licensee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes Licensee to remain on the Antenna Site after termination of this Agreement, Licensee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

(b) Licensee has no right to retain possession of the Antenna Site or any part thereof beyond the expiration of that removal period set forth in subparagraph (a) above, unless the Parties are negotiating a new agreement or agreement extension in good faith. In the event that the Parties are not in the process of negotiating a new agreement or agreement extension in good faith, Licensee holds over in violation of subparagraph (a) above and this subparagraph, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in subparagraph (a) above shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination. In such an event and if Licensee does not remove its Site Equipment within the aforementioned removal period, Licensor shall have the right to deem such equipment abandoned and such equipment shall become Licensor's property and

Licensor may remove and/or dispose of such Site Equipment as Licensor sees fit, all at Licensee's cost and expense. In connection therewith, Licensor agrees that if Licensee requests permission to maintain its Site Equipment on the Antenna Site after the termination of this Agreement, Licensor shall not unreasonably withhold its consent thereto, provided Licensee continues to pay the Monthly License Fee then in effect.

(c) If Licensee elects to abandon any transmission line which is the property of Licensee, and if Licensor consents to such abandonment, then said transmission line shall become the sole property of Licensor. Otherwise, Licensee agrees, at its expense, to remove any or all transmission lines, other than electrical or telephone lines installed by Licensee to service Licensee's Site Equipment, which are its property.

15. Fire Clause. In the event of a fire or other casualty in or on the Antenna Site, which Licensee is aware of, Licensee shall immediately give notice thereof to Licensor. If the Antenna Site, through no fault or neglect of Licensee, its agents, employees, invitees or visitors, shall be totally or partially destroyed by fire or other casualty so as to render the Antenna Site unusable, the Monthly License Fee provided for herein shall abate thereafter until such time as the Antenna Site is made usable as determined by Licensor and Licensee to be usable. In the event of such total or partial destruction of the Antenna Site without fault or neglect of Licensee, its agents, employees, invitees or visitors which cannot reasonably be expected to be repaired within forty-five (45) days following the casualty, then Licensee may terminate this Agreement on fifteen (15) days' notice to Licensor. Nothing herein shall be construed to require Licensor to rebuild the Antenna Site, but if Licensor decides not to rebuild, this Agreement shall terminate as of the date of such total or partial destruction.

16. Condemnation and Loss or Damage. If all or any portion of the Antenna Site shall be taken or condemned for any public purpose to such an extent as to make Licensee unable to utilize its Site Equipment, this Agreement shall, at the option of either party, forthwith cease and terminate. All proceeds from any taking or condemnation of the Antenna Site (excluding Licensee's Site Equipment) shall belong to and be paid to Licensor. Licensee may on its own behalf make a claim in any condemnation proceeding for losses related to Licensee's Site Equipment, its relocation costs, and any other damages Licensee may incur as a result of any such condemnation (excluding the loss of Licensee's interest in the communications facility).

17. Damages from Certain Causes. Neither Licensor nor Licensee, or their respective agents shall be liable or responsible to the other for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or other order of

governmental body or authority (other than Licensor), or for any damage or inconvenience which may arise by reason of the foregoing.

18. **Liability Insurance.** Licensee shall at its expense, maintain a policy or policies of commercial general liability insurance, issued by and binding upon some solvent insurance company rated at least A-: VII by AM Best., such insurance to include contractual liability and to afford minimum protection as follows:

Bodily Injury and Property Damage \$2,000,000 per occurrence (including death to any

person and property damage)

Worker's Compensation Statutory limits

Licensee agrees that (1) the commercial general liability policy shall include Licensor as an additional insured as their interest may appear under this Agreement (2) upon receipt of notice from its insurer(s) Licensee shall provide the Licensor with thirty (30) days prior written notice of cancellation of any required coverage, and (3) Licensor will be furnished a Certificate of Insurance of each policy upon the Commencement Date.

Licensor acknowledges that it currently maintains the following insurance coverages with respect to the Tower and the Antenna Site: property damage coverage with limits not less than the Latest Statement of Value or other documentation filed with Licensor's insurance carrier for all buildings and structures (including the Tower) located on the Antenna Site; and aggregate insurance coverage on all of Licensor's property in the amount of \$100,000,000 for damage arising out of any one occurrence, with such liability with respect to any one building or structure being limited to 110% of the individually stated value of such building, for damage or destruction to property in any one occurrence. Licensor agrees to maintain said insurance in effect throughout the term of this Agreement, including all renewals hereof.

19. **Indemnification.** Licensor, Manager or their agents, servants, employees and subcontractors shall not be liable to Licensee, or to the Licensee's agents, servants, employees, customers or invitees for any damage to person or property caused by any action or omission of Licensee, its agents, servants or employees, and Licensee agrees to indemnify and hold Licensor, Manager, their agents, servants, employees and subcontractors harmless from all liability and claims for any such damage. Likewise, Licensee, its agents, servants, employees and subcontractors shall not be liable to Licensor, or to Licensor's agents, servants, employees, customers, invitees, or subcontractors for any damage to persons or property caused by an action or omission of Licensor, its agents, servants, employees or subcontractors, and Licensor agrees, to the extent allowed by law, to indemnify and hold Licensee, and its agents, servants, employees, customers, invitees, or subcontractors harmless

from all liability and claims for and such damage. This section shall not be deemed to limit the City's sovereign immunity with respect to claims by third parties, and neither Licensor nor Licensee shall be deemed to have any indemnity obligation for any claim otherwise barred (or to the extent barred) by the City's sovereign immunity. The obligations of both parties hereunder shall survive the termination of this Agreement.

20. **Limitation of Licensor's Personal Liability.** Licensee acknowledges that Licensor's liability for any act or occurrence on the Tower Site is limited to the extent set forth in the Mississippi Tort Claims Act, Miss. Code Ann. Section 11-46-1, et seq.

21. **Notice.** Any notice, communication, request, reply or advise (herein severally and collectively, for convenience, called "notice") in this Agreement provided or permitted to be given, made or accepted by either party to the other must be in writing (except where verbal notice is specifically authorized under this Agreement for particular circumstance) and shall effectively be given (i) if deposited in the United States mail, postage paid and certified and addressed to the party to be notified, with return receipt requested, (ii) if deposited with a national overnight receipted delivery service which provides signed acknowledgements of receipts (includes Federal Express, UPS, and other similar delivery services) and addressed to the party to be notified, or (iii) delivered in person to such party. Any notice mailed shall be effective, unless otherwise stated in this Agreement, from and after the expiration of seven (7) days after it is deposited in a depository of the United States Postal Service. Any notice sent by overnight service shall be effective, unless otherwise stated in this Agreement, when the notice is deposited with the overnight delivery service. Verbal or any other notice given in any other manner shall be effective only if and when received by the other party to be notified. For purposes of notice the addresses of the parties shall, until changed as hereinafter provided, be as follows: The parties hereto and their respective heirs, successors, legal representatives and assigns shall have the right from time to time at any time to change their respective addresses and each shall have the right to specify as its address any other address, by at least fifteen (15) days prior written notice to the other party.

22. **Environmental.** Licensee shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). Licensee shall indemnify and hold harmless the Licensor from claims to the extent resulting from Licensee's violation of any applicable EH&S Laws or to the extent that Licensee causes a release of any regulated substance to the environment. To the extent permitted under applicable law, Licensor shall indemnify and hold harmless Licensee from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of

Licensee. The Parties recognize that Licensee is only leasing a small portion of the Premises and that Licensee shall not be responsible for any environmental condition or issue except to the extent resulting from Licensee's specific activities and responsibilities. In the event that Licensee encounters any hazardous substances that do not result from its activities, Licensee may relocate its facilities to avoid such hazardous substances to a mutually agreeable location..

23. **Applicable Laws.** During the Term, Licensor shall maintain the Tower and Premises in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). Licensee shall, in respect to the condition of the Antenna Site and at Licensee's sole cost and expense, comply with (i) all Laws relating solely to Licensee's specific and unique nature of use of the Antenna Site; and (ii) all building codes requiring modifications to the Antenna Site due to the improvements being made by Licensee at the Premises.

24. **Partial Invalidity.** If any terms or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, as finally determined by a court of competent jurisdiction, the remainder of this Agreement or the application of such term shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

25. **Non-Waiver.** Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but such party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Licensee to Licensor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

26. **Alteration.** This Agreement may not be altered, changed, or amended, except by an instrument in writing signed by both parties hereto.

27. **Miscellaneous.** The License shall be binding upon and inure to the benefit of the successors and assigns of Licensor, and shall be binding upon and inure to the benefit of Licensee, its successors, and, to the extent assignment is permitted hereunder, Licensee's assigns. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other.



28. Cumulative Remedies. All rights and remedies of Licensor and Licensee under this Agreement shall be cumulative and none shall exclude any other rights or remedies allowed by law.

29. Law; Venue. This Agreement is declared to be a Mississippi contract, and all of the terms thereof shall be construed according to the laws of the State of Mississippi. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may be brought and prosecuted in such court or courts located in the State of Mississippi as is provided by law; and the parties consent to the jurisdiction of said court or courts located in State of Mississippi and to service of process by registered mail, return receipt requested, or by any other manner provided by law.

30. Memorandum of Agreement. Licensee shall be entitled to record a Memorandum of this License Agreement in the county land records, and Licensor shall cooperate with Licensee in the preparation, execution and recording of such Memorandum. In the event of a termination of this Agreement for any reason, Licensee agrees to cancel any Memorandum of record.

**IT IS THEREFORE ORDERED** that the Mayor shall be authorized to execute an Antenna Site License Agreement and a Memoranda of Antenna Site License Agreement with Verizon Wireless which contains the provisions in this Order.

**IT IS THEREFORE ORDERED** that the Mayor may perform those actions necessary to affect the purpose of this Order with the exception of spending municipal funds without further approval of the Jackson City Council.

**IT IS THEREFORE ORDERED** the municipal personnel may be used and are authorized to perform those acts necessary for the achievement of the objectives of this Order; however, municipal personnel may not agree to the expenditure of municipal funds or attempt to expend municipal funds in contradiction of municipal procedure or the laws of the State of Mississippi.



**ORDER AUTHORIZING THE MAYOR TO AMEND ONE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS TO MODIFY EQUIPMENT AND INCREASE LICENSEE FEES AT TOWER SITE WITHIN THE CITY OF JACKSON.**

OFFICE OF THE CITY ATTORNEY  
9/11/22  
C.M.

**WHEREAS**, Mississippi Code of 1972, Annotated, Section 21-17-5(1) vests the care, management, and control of the municipal affairs and its property and finances with the governing authorities; and

**WHEREAS**, Mississippi Code of 1972, Annotated, Section 21-17-5(1) authorizes the governing authorities of the municipality to adopt an order concerning municipal affairs, property and finances which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

**WHEREAS**, the Department of Information Technology, through the Telecommunications Division, needs to amend the Antenna Site License Agreement with Alltel Corporation d/b/a Verizon Wireless (“Verizon”) that will modify Verizon’s equipment and increase the monthly license fees at tower located at (Site #1) 3551 J.R. Lynch Street Extension, and

**WHEREAS**, Verizon, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, has proposed the following provisions for the tower located at (Site #1) 3551 J.R. Lynch Extension:

- a) Commencing on the first (1<sup>st</sup>) day of the month following the installation of the Licensee’s modified equipment, the monthly License Fee shall increase by Three Hundred Twenty-Two and 50/100<sup>th</sup> Dollars (\$322.50). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- b) The parties agree that Licensee is authorized to modify its equipment described in Exhibit A attached hereto and incorporated herein by reference.

**WHEREAS**, all covenants, terms, and obligations of the agreements previously entered into between the parties are not modified by the proposed amendments and the terms and the provisions of the amendments shall control in the event of any inconsistency or discrepancy between the agreement and the amendments; and

**IT IS THEREFORE ORDERED** that the Mayor shall be authorized to execute the Fourth Amendment to Antenna Site License Agreement for the property located at (Site #1) 3551 J.R. Lynch Extension Jackson, Hinds County, Mississippi, 39204.

**IT IS FURTHER ORDERED** that the Mayor may perform those actions necessary to effect the purpose of this Order with the exception of expending municipal funds without further approval of the Jackson City Council.

Agenda Item No. 26  
Agenda Date October 11, 2022  
(Reid, Lumumba)

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

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This ORDER AUTHORIZING THE MAYOR TO AMEND ONE ANTENNA SITE LICENSE AGREEMENT WITH ALTEL CORPORATION D/B/A VERIZON WIRELESS TO MODIFY EQUIPMENT AND INCREASE LICENSEE FEES AT ONE TOWER SITE WITHIN THE CITY OF JACKSON is legally sufficient for placement in NOVUS Agenda.



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Catoria Martin, *City Attorney*

Sondra Moncure, *Deputy City Attorney* g.m.

Date

9/7/22

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

07/27/2022  
**DATE**

| <b>POINTS</b> |                                                                                                                                                                                                            | <b>COMMENTS</b>                                                                                                                                                                                                                                                                                                                            |         |        |     |     |    |     |     |          |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------|-----|-----|----|-----|-----|----------|
| 1.            | <b>Brief Description/Purpose</b>                                                                                                                                                                           | Alltel Corporation, D/B/A Verizon Wireless to modify equipment and increase licensee fees at one tower site within the City of Jackson                                                                                                                                                                                                     |         |        |     |     |    |     |     |          |
| 2.            | <b>Purpose</b>                                                                                                                                                                                             | The Department of Information Technology, through the Telecommunications Division, needs to amend the Antenna Site License Agreement with Alltel Corporation d/b/a Verizon Wireless ("Verizon") that will modify Verizon's equipment and increase the monthly license fees at tower located at (Site #1) 3551 J.R. Lynch Street Extension. |         |        |     |     |    |     |     |          |
| 3.            | <b>Who will be affected</b>                                                                                                                                                                                | All City Departments                                                                                                                                                                                                                                                                                                                       |         |        |     |     |    |     |     |          |
| 4.            | <b>Benefits</b>                                                                                                                                                                                            | Enhance revenue for the City of Jackson.                                                                                                                                                                                                                                                                                                   |         |        |     |     |    |     |     |          |
| 5.            | <b>Schedule (beginning date)</b>                                                                                                                                                                           | Upon Execution                                                                                                                                                                                                                                                                                                                             |         |        |     |     |    |     |     |          |
| 6.            | <b>Location:</b><br>▪ <b>WARD</b><br><br>▪ <b>CITYWIDE (yes or no) (area)</b><br><br>▪ <b>Project limits if applicable</b>                                                                                 | CITYWIDE                                                                                                                                                                                                                                                                                                                                   |         |        |     |     |    |     |     |          |
| 7.            | <b>Action implemented by:</b><br>▪ <b>City Department</b> <input type="checkbox"/><br><br>▪ <b>Consultant</b> <input type="checkbox"/>                                                                     | Department of Administration, Telecommunications Division                                                                                                                                                                                                                                                                                  |         |        |     |     |    |     |     |          |
| 8.            | <b>COST</b>                                                                                                                                                                                                | There will be a revenue increase of \$322.50 per month.                                                                                                                                                                                                                                                                                    |         |        |     |     |    |     |     |          |
| 9.            | <b>Source of Funding</b><br>▪ <b>General Fund</b> <input type="checkbox"/><br>▪ <b>Grant</b> <input type="checkbox"/><br>▪ <b>Bond</b> <input type="checkbox"/><br>▪ <b>Other</b> <input type="checkbox"/> | N/A                                                                                                                                                                                                                                                                                                                                        |         |        |     |     |    |     |     |          |
| 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> |



OFFICE OF THE CLERK  
A.L.M. 10/11/22

**ORDER AUTHORIZING THE MAYOR TO AMEND ONE ANTENNA SITE LICENSE AGREEMENT WITH CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS TO MODIFY EQUIPMENT AND INCREASE LICENSEE FEES AT ONE TOWER SITE WITHIN THE CITY OF JACKSON.**

**WHEREAS**, Mississippi Code of 1972, Annotated, Section 21-17-5(1) vests the care, management, and control of the municipal affairs and its property and finances with the governing authorities; and

**WHEREAS**, Mississippi Code of 1972, Annotated, Section 21-17-5(1) authorizes the governing authorities of the municipality to adopt an order concerning municipal affairs, property, and finances which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

**WHEREAS**, the Department of Information Technology, through the Telecommunications Division, needs to amend the Antenna Site License Agreement with Cellco Partnership d/b/a Verizon Wireless (“Verizon”) that will modify Verizon’s equipment and increase the monthly license fee at the tower located at 333 East Fortification Street, Site #3 (Fire Station #3); and

**WHEREAS**, Verizon, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, has proposed the following provisions for the tower located at 333 East Fortification Street, Site #3 FS #3 Tower:

- a) Commencing on the first (1<sup>st</sup>) day of the month following the installation of the Licensee’s modified equipment, the monthly License Fee shall increase by Two Hundred Thirty-Four and 00/100<sup>th</sup> Dollars (\$234.00). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- b) The parties agree that Licensee is authorized to modify its equipment described in Exhibit B-2 attached hereto and incorporated herein by reference.

**WHEREAS**, all covenants, terms, and obligations of the agreements previously entered into between the parties are not modified by the proposed amendments and the terms and the provisions of the amendments shall control in the event of any inconsistency or discrepancy between the agreement and the amendments; and

**IT IS THEREFORE ORDERED** that the Mayor shall be authorized to execute the Second Amendment to Antenna Site License Agreement for the property located at 333 East Fortification Street, FS #3 Tower (Site #3), Jackson, Hinds County, Mississippi, 39202.

**IT IS FURTHER ORDERED** that the Mayor may perform those actions necessary to effect the purpose of this Order with the exception of expending municipal funds without further approval of the Jackson City Council.

Agenda Item No. 27  
Agenda Date: October 11, 2022  
(Reid, Lumumba)

Department of Administration



Post Office Box 17  
Jackson, Mississippi 39205-0017

Chokwe A. Lumumba  
*Mayor of the City of Jackson*

## MEMORANDUM

**TO:** Mayor Chokwe A. Lumumba

**FROM:** Dr. Muriel Reid  
Director of Information Systems

**DATE:** July 27, 2022

**SUBJECT:** Cellco Partnership, D/B/A Verizon Wireless to modify equipment and increase licensee fees at FS #3 Tower in the City of Jackson

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The Department of Information Technology, through the Telecommunications Division, needs to amend the Antenna Site License Agreement with Verizon to modify Verizon's equipment and increase the monthly licensee fees at the tower located at 333 Fortification Street, Site #3 (Fire Station #3). This Amendment will generate additional revenues in the amount of Two Hundred and Thirty-Four and 00/100<sup>th</sup> Dollars each month.

Akeith Harris

Telecommunications Manager



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

07/27/2022  
DATE

| <b>POINTS</b> |                                                                                                                                                                                                            | <b>COMMENTS</b>                                                                                                                                                                                                                                                                                                                                         |         |        |         |        |     |          |  |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------|---------|--------|-----|----------|--|
| 1.            | <b>Brief Description/Purpose</b>                                                                                                                                                                           | Celco Partnership, D/B/A Verizon Wireless to modify equipment and increase licensee fees at one tower site within the City of Jackson                                                                                                                                                                                                                   |         |        |         |        |     |          |  |
| 2.            | <b>Purpose</b>                                                                                                                                                                                             | The Department of Information Technology, through the Telecommunications Division, needs to amend the Antenna Site License Agreement with Celco Partnership D/B/A Verizon Wireless ("Verizon") that will modify Verizon's equipment and increase the monthly license fees at tower located at 333 East Fortification Street, Site #3 (Fire Station #3). |         |        |         |        |     |          |  |
| 3.            | <b>Who will be affected</b>                                                                                                                                                                                | All City Departments                                                                                                                                                                                                                                                                                                                                    |         |        |         |        |     |          |  |
| 4.            | <b>Benefits</b>                                                                                                                                                                                            | Enhance revenue for the City of Jackson.                                                                                                                                                                                                                                                                                                                |         |        |         |        |     |          |  |
| 5.            | <b>Schedule (beginning date)</b>                                                                                                                                                                           | Upon Execution                                                                                                                                                                                                                                                                                                                                          |         |        |         |        |     |          |  |
| 6.            | <b>Location:</b><br>▪ <b>WARD</b><br><br>▪ <b>CITYWIDE (yes or no) (area)</b><br><br>▪ <b>Project limits if applicable</b>                                                                                 | CITYWIDE                                                                                                                                                                                                                                                                                                                                                |         |        |         |        |     |          |  |
| 7.            | <b>Action implemented by:</b><br>▪ <b>City Department</b> <input type="checkbox"/><br><br>▪ <b>Consultant</b> <input type="checkbox"/>                                                                     | Department of Administration, Telecommunications Division                                                                                                                                                                                                                                                                                               |         |        |         |        |     |          |  |
| 8.            | <b>COST</b>                                                                                                                                                                                                | There will be a revenue increase of \$234.00 per month.                                                                                                                                                                                                                                                                                                 |         |        |         |        |     |          |  |
| 9.            | <b>Source of Funding</b><br>▪ <b>General Fund</b> <input type="checkbox"/><br>▪ <b>Grant</b> <input type="checkbox"/><br>▪ <b>Bond</b> <input type="checkbox"/><br>▪ <b>Other</b> <input type="checkbox"/> | N/A                                                                                                                                                                                                                                                                                                                                                     |         |        |         |        |     |          |  |
| 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> |  |



**ORDER AUTHORIZING THE MAYOR TO AMEND TWO ANTENNA SITE LICENSE AGREEMENTS WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS TO MODIFY EQUIPMENT AND INCREASE RENT AT TWO TOWER SITES WITHIN THE CITY OF JACKSON.**

OFFICE OF THE CITY ATTORNEY  
10/11/22  
R. LUMUMBA

**WHEREAS**, Mississippi Code of 1972, Annotated, Section 21-17-5(1) vests the care, management, and control of the municipal affairs and its property and finances with the governing authorities; and

**WHEREAS**, Mississippi Code of 1972, Annotated, Section 21-17-5(1) authorizes the governing authorities of the municipality to adopt any orders concerning municipal affairs, property and finances with are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

**WHEREAS**, the Department of Information Technology, through the Telecommunications Division, needs to amend the Antenna Site License Agreements with Alltel Corporation d/b/a Verizon Wireless (“Verizon”) that will modify Verizon’s equipment and increase the monthly license fees at the towers at the Police Training Center, located at 3000 ½ St. Charles Street and FS 21 Tower, located at 5383 Watkins Drive; and

**WHEREAS**, Verizon, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, has proposed the following provisions for the tower located at the FS 21 Tower:

- a) Commencing on the first (1<sup>st</sup>) day of the month following the installation of the Licensee’s modified equipment, the monthly License Fee shall increase by Two Hundred Sixty-Two and 50/100 Dollars (\$262.50). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- b) The parties agree that Licensee is authorized to modify is equipment described in Exhibit A attached hereto and incorporated herein by reference.

**WHEREAS**, Verizon, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, has proposed the following provisions for the tower located at the Police Training Center:

- a) Commencing on the first (1<sup>st</sup>) day of the month following the installation of the Licensee’s modified equipment, the monthly License Fee shall increase by Two Hundred Forty-Six and No/100 Dollars (\$246.00). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- b) The parties agree that Licensee is authorized to modify is equipment described in Exhibit B attached hereto and incorporated herein by reference.

**WHEREAS**, all covenants, terms, and obligations of the agreements previously entered into between the parties are not modified by the proposed amendments and the terms and the provisions of the amendments shall control in the event of any inconsistency or discrepancy between the agreement and the amendments.

Agenda Item No. 28  
Agenda Date October 11, 2022  
(Reid, Lumumba)

Department of Administration



Post Office Box 17  
Jackson, Mississippi 39205-0017

Chokwe A. Lumumba  
*Mayor of the City of Jackson*

## MEMORANDUM

**TO:** Mayor Chokwe A. Lumumba

**FROM:** Dr. Muriel Reid  
Director of Information Systems

**DATE:** May 12, 2022

**SUBJECT:** Two (2) amendments to antenna site license agreements between City of Jackson, a Mississippi municipality ("LICENSOR"), and Alltel Corporation d/b/a Verizon Wireless ("LICENSEE")

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Two (2) amendments to antenna site license agreements, located at 5383 Watkins Drive (Site #8 Fire Station #21) & 3000 ½ St. Charles Street (Site #22 Police Training Center) between City of Jackson, a Mississippi municipality ("LICENSOR"), and Alltel Corporation d/b/a Verizon Wireless ("LICENSEE"), where the parties desire to amend the agreements to modify licensee's equipment as set forth herein.

Akeith Harris

Telecommunications Manager

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

05/11/2022  
**DATE**

| <b>POINTS</b> |                                                                                                                                                                                                            | <b>COMMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                  |        |                |                  |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------------|------------------|
| 1.            | <b>Brief Description/Purpose</b>                                                                                                                                                                           | Two (2) amendments to antenna site license agreements between City of Jackson, a Mississippi municipality ("LICENSOR"), and Alltel Corporation d/b/a Verizon Wireless ("LICENSEE")                                                                                                                                                                                                                               |        |                |                  |
| 2.            | <b>Purpose</b>                                                                                                                                                                                             | Two (2) amendments to antenna site license agreements, located at 5383 Watkins Drive (Site #8 Fire Station #21) & 3000 ½ St. Charles Street (Site #22 Police Training Center) between City of Jackson, a Mississippi municipality ("LICENSOR"), and Alltel Corporation d/b/a Verizon Wireless ("LICENSEE"), where the parties desire to amend the Agreements to modify licensee's equipment as set forth herein. |        |                |                  |
| 3.            | <b>Who will be affected</b>                                                                                                                                                                                | All City Departments                                                                                                                                                                                                                                                                                                                                                                                             |        |                |                  |
| 4.            | <b>Benefits</b>                                                                                                                                                                                            | Rent increase accumulates more revenue for the City of Jackson                                                                                                                                                                                                                                                                                                                                                   |        |                |                  |
| 5.            | <b>Schedule (beginning date)</b>                                                                                                                                                                           | Upon Execution                                                                                                                                                                                                                                                                                                                                                                                                   |        |                |                  |
| 6.            | <b>Location:</b><br>▪ <b>WARD</b><br><br>▪ <b>CITYWIDE (yes or no) (area)</b><br><br>▪ <b>Project limits if applicable</b>                                                                                 | Citywide                                                                                                                                                                                                                                                                                                                                                                                                         |        |                |                  |
| 7.            | <b>Action implemented by:</b><br>▪ <b>City Department</b> <input type="checkbox"/><br><br>▪ <b>Consultant</b> <input type="checkbox"/>                                                                     | Department of Administration, Telecommunications Division                                                                                                                                                                                                                                                                                                                                                        |        |                |                  |
| 8.            | <b>COST</b>                                                                                                                                                                                                | Commencing on the first (1st) day of the month following installation of licensee's modified equipment ("Rent Increase Commencement Date"), the monthly rental shall increase by Two Hundred Sixty-Two and 50/100ths Dollars (\$262.50) /WATKINS DRIVE, Two Hundred Forty- Six and 00/100ths (\$246.00)/ST. CHARLES STREET. The parties agree to acknowledge the rent increase commencement date in writing.     |        |                |                  |
| 9.            | <b>Source of Funding</b><br>▪ <b>General Fund</b> <input type="checkbox"/><br>▪ <b>Grant</b> <input type="checkbox"/><br>▪ <b>Bond</b> <input type="checkbox"/><br>▪ <b>Other</b> <input type="checkbox"/> | N/A                                                                                                                                                                                                                                                                                                                                                                                                              |        |                |                  |
| 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> |



**ORDER AUTHORIZING THE MAYOR TO EXECUTE A SERVICES AGREEMENT AND RELATED DOCUMENTS WITH ENVIRONMENTAL ANALYTICAL SERVICES, LLC TO CONDUCT ASBESTOS TESTING OF SAMPLES TAKEN FROM DILAPIDATED STRUCTURES WHICH ARE BEING DEMOLISHED WITHIN THE CITY OF JACKSON.**

OFFICE OF THE CITY ATTORNEY  
A. C. W. M.  
10/11/22

**WHEREAS**, the governing authorities for the City of Jackson have, on occasions, approved resolutions declaring certain parcels located in the City to be a menace to public health, safety, and welfare; and

**WHEREAS**, the Department of Planning and Development, through its Community Improvement Division, collects samples from dilapidated structures upon certain parcels of real property in the City of Jackson being declared a menace to public health, safety, and welfare pursuant to Section 21-19-11 of Mississippi Code of 1972; and

**WHEREAS**, said samples must be tested for asbestos prior to demolition for abatement purposes; and

**WHEREAS**, the Community Improvement Division recommends that the City of Jackson enter into a professional services agreement with Environmental Analytical Services, LLC, located at 13201 Northwest Freeway, Suite 520, Houston, TX 77040; and

**WHEREAS**, the Community Improvement Division proposes that the Mayor be authorized to enter into a three-year services agreement with Environmental Analytical Services, LLC to conduct asbestos testing on samples from dilapidated structures; and

**WHEREAS**, said services will be provided from October 1, 2022, through September 30, 2025, at a cost not to exceed \$15,000.00 per fiscal year. Fixed unit pricing is subject to increase based upon current market rates; and

**WHEREAS**, early termination by either party must be submitted by written notice within sixty (60) days.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute the Services Agreement and related documents with Environmental Analytical Services, LLC to provide professional asbestos testing services on samples from dilapidated structures upon certain parcels of real property in the City of Jackson from October 1, 2022, through September 30, 2025, at a cost not to exceed \$15,000.00 per fiscal year.

Agenda Item No. 29  
Agenda Date October 11, 2022  
(Dotson, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 09/13/2022**  
DATE

| <b>P O I N T S</b> |                                                                                                                                                                                                                                         | <b>C O M M E N T S</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |     |       |         |        |     |       |    |       |     |       |      |         |        |     |       |    |       |     |       |     |         |        |     |       |    |       |     |       |     |         |        |     |       |    |       |     |       |      |         |        |     |       |    |       |     |       |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------|---------|--------|-----|-------|----|-------|-----|-------|------|---------|--------|-----|-------|----|-------|-----|-------|-----|---------|--------|-----|-------|----|-------|-----|-------|-----|---------|--------|-----|-------|----|-------|-----|-------|------|---------|--------|-----|-------|----|-------|-----|-------|
| 1.                 | <b>Brief Description/Purpose</b>                                                                                                                                                                                                        | <b>ORDER AUTHORIZING AN THE MAYOR TO EXECUTE A SERVICE AGREEMENT AND RELATED DOCUMENTS WITH ENVIRONMENTAL ANALYTICAL SERVICES, LLC TO CONDUCT ASBESTOS TESTING OF DILAPIDATED STRUCTURES FOR DEMOLITION PURPOSES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |     |       |         |        |     |       |    |       |     |       |      |         |        |     |       |    |       |     |       |     |         |        |     |       |    |       |     |       |     |         |        |     |       |    |       |     |       |      |         |        |     |       |    |       |     |       |
| 2.                 | <b>Public Policy Initiative</b><br>1. Youth & Education<br>2. Crime Prevention<br>3. Changes in City Government<br>4. Neighborhood Enhancement<br>5. Economic Development<br>6. Infrastructure and Transportation<br>7. Quality of Life | 1. Neighborhood Enhancement<br>2. Crime Prevention<br>7. Quality of Life                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |     |       |         |        |     |       |    |       |     |       |      |         |        |     |       |    |       |     |       |     |         |        |     |       |    |       |     |       |     |         |        |     |       |    |       |     |       |      |         |        |     |       |    |       |     |       |
| 3.                 | <b>Who will be affected</b>                                                                                                                                                                                                             | All City of Jackson residents                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |     |       |         |        |     |       |    |       |     |       |      |         |        |     |       |    |       |     |       |     |         |        |     |       |    |       |     |       |     |         |        |     |       |    |       |     |       |      |         |        |     |       |    |       |     |       |
| 4.                 | <b>Benefits</b>                                                                                                                                                                                                                         | Prompt service in asbestos testing which is a key step in the demolition of dilapidated structures within the City.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |     |       |         |        |     |       |    |       |     |       |      |         |        |     |       |    |       |     |       |     |         |        |     |       |    |       |     |       |     |         |        |     |       |    |       |     |       |      |         |        |     |       |    |       |     |       |
| 5.                 | <b>Schedule (beginning date)</b>                                                                                                                                                                                                        | October 1, 2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |     |       |         |        |     |       |    |       |     |       |      |         |        |     |       |    |       |     |       |     |         |        |     |       |    |       |     |       |     |         |        |     |       |    |       |     |       |      |         |        |     |       |    |       |     |       |
| 6.                 | <b>Location:</b><br>▪ <b>WARD</b><br><br>▪ <b>CITYWIDE (yes or no) (area)</b><br><br>▪ <b>Project limits if applicable</b>                                                                                                              | Citywide                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |     |       |         |        |     |       |    |       |     |       |      |         |        |     |       |    |       |     |       |     |         |        |     |       |    |       |     |       |     |         |        |     |       |    |       |     |       |      |         |        |     |       |    |       |     |       |
| 7.                 | <b>Action implemented by:</b><br>▪ <b>City Department</b> <input type="checkbox"/><br>▪ <b>Consultant</b> <input type="checkbox"/>                                                                                                      | DEPARTMENT OF PLANNING AND DEVELOPMENT<br>COMMUNITY IMPROVEMENT DIVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |     |       |         |        |     |       |    |       |     |       |      |         |        |     |       |    |       |     |       |     |         |        |     |       |    |       |     |       |     |         |        |     |       |    |       |     |       |      |         |        |     |       |    |       |     |       |
| 8.                 | <b>COST</b>                                                                                                                                                                                                                             | \$ 45,000.00 (\$15,000 per FY)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |     |       |         |        |     |       |    |       |     |       |      |         |        |     |       |    |       |     |       |     |         |        |     |       |    |       |     |       |     |         |        |     |       |    |       |     |       |      |         |        |     |       |    |       |     |       |
| 9.                 | <b>Source of Funding</b><br>▪ <b>General Fund</b><br>▪ <b>Grant</b> <input type="checkbox"/><br>▪ <b>Bond</b> <input type="checkbox"/><br>▪ <b>Other</b> <input type="checkbox"/>                                                       | GENERAL FUNDING<br>(001-444.70-6485)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |     |       |         |        |     |       |    |       |     |       |      |         |        |     |       |    |       |     |       |     |         |        |     |       |    |       |     |       |     |         |        |     |       |    |       |     |       |      |         |        |     |       |    |       |     |       |
| 10.                | <b>EBO participation</b>                                                                                                                                                                                                                | <table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table> |     | 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 | _____ |
| 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 | _____ |    |       |     |       |      |         |        |     |       |    |       |     |       |     |         |        |     |       |    |       |     |       |     |         |        |     |       |    |       |     |       |      |         |        |     |       |    |       |     |       |





# Memo

**To: Chokwe Lumumba, Mayor**

**From: Jordan Rae Hillman, Director  
Department of Planning and Development**

**Date: 8/23/2022**

**Re: Agenda Item**

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The current twelve-month (12) service agreement between Environmental Analytical Services, LLC and The City of Jackson will expire on September 30, 2022. Community Improvement has been satisfied with Environmental Analytical Services, LLC's services and would like to enter into an extended service agreement.

The attached agenda item requests authorization to enter into a seventy-two-month (72) agreement with Environmental Analytical Services, LLC to conduct asbestos testing of dilapidated structures, which are being demolished in the City of Jackson.

If you have questions and/or need clarification, please do not hesitate to contact my office at (601) 960-1993 or e-mail [jhillman@jacksonms.gov](mailto:jhillman@jacksonms.gov).

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

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This ORDER AUTHORIZING AN THE MAYOR TO EXECUTE A SERVICE AGREEMENT AND RELATED DOCUMENTS WITH ENVIRONMENTAL ANALYTICAL SERVICES, LLC TO CONDUCT ASBESTOS TESTING OF SAMPLES TAKEN FROM DILAPIDATED STRUCTURES WHICH ARE BEING DEMOLISHED WITHIN THE CITY OF JACKSON is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney *S.M.*

9/8/22  
Date

OFFICE OF THE CITY ATTORNEY  
*S.M.*  
8/31/22

**Environmental Analytical Services, LLC**  
**13201 Northwest Freeway, Suite 520**  
**Houston, TX 77040**

**SERVICES AGREEMENT**

This Services Agreement (the Agreement) is made as of October 1, 2022, (the Effective Date) by and between the City of Jackson, located at 200 S. President St. Jackson, MS 39201 "Client" and **Environmental Analytical Services, LLC**, located at 13201 Northwest Freeway, Suite 520, Houston, TX 77040. Client and Vendor may each be referred to herein as a "Party" or collectively as the "Parties".

Any Statements of Work and Quotes submitted by either Party in connection with services to be performed by Environmental Analytical Services are incorporated by reference and the terms of this Agreement are incorporated into any Statements of Work and Quotes.

**General:**

**G1. Customer Requirements:** The customer is responsible for confirming and communicating any specific local, state, regional, national, or independent third party certification and accreditation requirements applicable to sample submission. The customer is responsible for communicating any specific test requirements. Environmental Analytical Services is not responsible for customer's errors or omissions with respect to communication of specific test requirements.

**G2. Sample Submission:** The receipt of a Chain of Custody (COC) document shall be considered the customer's formal notice to proceed with the stated transaction in accordance with Environmental Analytical Services Terms and Conditions. In the absence of an additional contract or agreement with Environmental Analytical Services, by submitting samples for analysis, the customer agrees to be bound by Environmental Analytical Services' Terms and Conditions. Where applicable, samples shall be logged in and charged at the appropriate turnaround time rate in order to meet hold time requirements.

**G3. Sampling Responsibility:** It is the customer's responsibility to ensure that samples are collected according to the appropriate regulations/method specifications. The user of a sampling device has the sole responsibility to select the applicable sampler, media, and conditions to ensure that a valid sample has been collected. Environmental Analytical Services is not responsible for the improper selection of sampling devices even if Environmental Analytical Services supplies the devices to the user. Clients who order complementary media and supplies maybe charged for supplies not returned to the lab for analysis; including: cost of supplies, shipping and/or handling fee(s).

**G4. Sample Labeling & Packaging:** It is the customer's responsibility to ensure that samples are labeled, packaged, and shipped according to the appropriate regulations/method specifications. Samples classified as Hazardous, Explosive, DEA regulated, FDA, Radiological/DOE, USDA Controlled or anything that requires special precautions when handling must be properly identified, pre-approved by the lab for submittal, and may incur additional surcharges for handling and disposal. Environmental Analytical Services reserves the right to refuse or return samples submitted for analysis which are unsuitable due to damage, leakage, incorrect or insufficient labeling, or that may be considered hazardous to our personnel or facility.

**G5. Turnaround Time:** Turnaround Time (TAT) is defined as the time between sample acceptance by an authorized Environmental Analytical Services representative at the analyzing laboratory and analysis report completion. Turnaround time/due dates are based upon individual laboratory operational hours. TATs are offered in hours, business, or calendar days, depending upon the specific test. Submissions are

**Environmental Analytical Services, LLC**  
**13201 Northwest Freeway, Suite 520**  
**Houston, TX 77040**

accepted only during laboratory operational hours at the analyzing laboratory. Incomplete sample submissions or problematic sample conditions may result in processing and/or TAT delays. Expedited TATs are subject to capacity restrictions and are not guaranteed to be available. Please call/pre-schedule with the laboratory to ensure capability and availability for expedited TATs. Unless otherwise approved, TAT Will Not Start and or will not be initiated for COD samples / projects until payment is received in full. If for any reason, the TAT originally requested will be missed, Environmental Analytical Services will automatically continue to proceed with completion of the work although at a longer TAT unless the client specifically indicates work is only contracted if the specific TAT requested and the job is to be cancelled if the TAT cannot be met.

**G6. Testing Policy:** Environmental Analytical Services represents to its customers that all services provided hereunder shall be performed in accordance with industry recognized, professionally published, internally developed, and/or client stipulated testing procedures. Samples may be subcontracted, with prior customer notification and approval, to a third party laboratory that meets customer and Environmental Analytical Services qualification requirements. Specific test-level considerations may apply. See project quote and/or price book.

**G7. Pricing:** Environmental Analytical Services pricing is periodically adjusted and Environmental Analytical Services reserves the right to update prices at its sole discretion at any time with notification. Unless specified in writing, quoted pricing expires if work is not submitted within 30 calendar days; otherwise quoted prices are valid for the remainder of the calendar year, but pricing may be adjusted based on the customer's non-compliance with payment terms, change in scope of work including frequency or volume, and/or non-compliance with the Environmental Analytical Services Terms and Conditions.

This unit price quote includes Customer Specific pricing which takes into account types of samples typically and/or routinely submitted, volume of workload expected, and client payment history and/or credit rating. Any/all work performed will be in accordance with Environmental Analytical Services Terms and Conditions included herein. Quote is not valid if work is not submitted within 30 days. If samples are submitted to Environmental Analytical Services within 30 days of the quote date, then these prices are valid through for the duration specified in a formal agreement by and between Environmental Analytical Services and customer. Environmental Analytical Services reserves the right to adjust pricing at our sole discretion based on (but not limited to) the customer's noncompliance with net 30 day payment terms, change in scope of work including but not limited to an amount/volume of work less than described at the time of the quote, and/or noncompliance with the Environmental Analytical Services terms and conditions included herein.

**G8. Payment Terms:** If credit terms are approved, standard payment terms are 45 calendar days (see MCA § 31-7-305(2)) from date of laboratory invoice. Unless otherwise stated, rates are quoted in US Dollars. Interest charges will apply to all past due balances. If customer balance remains outstanding after 60 calendar days, Environmental Analytical Services reserves the right to refuse or suspend work, increase or update customer pricing immediately, and place the customer on Cash on Delivery (COD) status until such time as the account is made current. Additionally, customer agrees to pay any costs incurred to collect past due balances, including attorney's fees as provided in MCA § 31-7-309. For non-routine Special Projects, Environmental Analytical Services reserves the right to request a payment of up to 100% in advance of services performed. Unless

1

**Environmental Analytical Services, LLC**  
**13201 Northwest Freeway, Suite 520**  
**Houston, TX 77040**

otherwise, approved, TAT and work will not be initiated for COD samples / projects until payment is received in full.

**G9. Customer Changes:** All changes in scope of work or TAT requested by the customer after sample acceptance must be confirmed by Environmental Analytical Services in writing; verbal change requests must be confirmed in writing. If requested change (s) results in a change in cost, the customer agrees to accept payment responsibility. In the event analysis is cancelled by the customer, Environmental Analytical Services will invoice for work completed to the point of cancellation notice. Additional cancellation fees may apply. Environmental Analytical Services is not responsible for TAT that is delayed due to customer changes. At its sole discretion, Environmental Analytical Services reserves the right to charge additional fees, change pricing, and / or reject samples due to: changes in scope of work, changes in quantity of samples, and changes in quality control requirements; charges for in-bound shipping, courier services, sample transfer, and sampling media; Hazardous, Explosive, DEA regulated or any other type of specialized sample as determined by the laboratory.

**G10. Sample & Record Retention:** See Division specific Terms and Conditions for standard sample retention times. Records are retained for 5 years, unless otherwise requested or required. Customer must notify Environmental Analytical Services, in writing, at time of sample submission that samples and / or records are subject to specific regulatory retention requirements. Environmental Analytical Services must also be notified and approval must be obtained for any special disposal and/or any special sample storage and archive needs of the customer; additional fees may apply.

**G11. Disclaimer:** In no event shall Environmental Analytical Services be liable for indirect, special, consequential, or incidental damages, including, but not limited to, resampling costs, damages for loss of profit or goodwill regardless of the negligence (either sole or concurrent) of Environmental Analytical Services and whether Environmental Analytical Services has been informed of the possibility of such damages, arising out of or in connection with Environmental Analytical Services' services thereunder or the delivery, use, reliance upon or interpretation of test results by customer or any third party. Environmental Analytical Services accepts no legal responsibility for the purposes for which the customer uses the test results. In no event shall Environmental Analytical Services be liable to a customer or any third party, whether based upon theories of tort, contract or any other legal or equitable theory, in excess of the amount paid to Environmental Analytical Services by customer thereunder.

**G12. Severability:** If any of these Terms and Conditions is found to be illegal, invalid, or unenforceable by a court of competent jurisdiction, any remaining Terms and Conditions will remain in full force and effect. These Terms and Conditions shall be interpreted in accordance with the laws of the State of Texas. Written, negotiated contracts or customer specific Terms and Conditions may supersede these Terms and Conditions.

**G13. Headings:** The headings contained herein are for convenience only, and in the event of any conflict, the text of this paragraph, rather than the headings, will control.

**G14. Lab Reports, QC Data Packages & Reporting Limits:** Reports will be emailed as a PDF to the client. Clients that are not paperless (require mailed Reports, COC's, Invoices, and/or any combination of these

**Environmental Analytical Services, LLC**  
**13201 Northwest Freeway, Suite 520**  
**Houston, TX 77040**

documents) may be subject to surcharge fees and/or increased analytical rates. QC data packages for validation programs are available upon request and for an additional fee and Laboratory must be notified and approve the request prior to the sampling event and submission. Customer shall provide specific reporting limit requirements, if required, prior to sample submission. Analytical cost may vary based upon reporting limits and / or data quality objectives.

**G15. Tests and Services:** All tests and services are available at Environmental Analytical services, LLC, 13201 Northwest Freeway, Ste 520, Houston, Texas 77040.

**Asbestos:**

**A1. Sample & Record Retention:** Unless otherwise requested, samples are retained for a period of 90 calendar days.

**A2. Layering:** EPA/600/R-93/116 and EPA-600/M4-82-020 PLM methods require that individual layers of bulk samples are treated as separate samples. Unless specifically requested by the customer in writing prior to sample submission, distinct layers are separated, analyzed, reported, and billed separately.

**A3. Positive Stop Analysis:** For PLM analysis, all samples in a homogenous area / group are analyzed regardless of result, unless the customer requests analysis to stop at first positive result.

**Expedition and Changes**

**EC1. Expedited TAT:** Same day and/or expedited TAT (less than 1 week) samples must be prescheduled and received by the analyzing laboratory by 11:00 a.m. CT, unless otherwise arranged.

**EC2. Customer Changes:** In the event that analysis is cancelled by the customer, samples logged in and not yet analyzed shall incur a fee. In addition, if analysis has already begun, the customer shall be invoiced for preparation and analysis conducted up to the point of cancellation.

**Term**

The initial Term of this Agreement will be October 1, 2022 through September 30, 2025 at a cost not to exceed \$45,000.00. Fixed Unit Pricing is subject to increase based upon current market rates. Early termination by either party must be submitted by written notice within sixty (60) days.

IN WITNESS WHEREOF, the parties hereto have made and entered into this Services Agreement by and through their respective duly authorized officers as of the day and year first above written.

**City of Jackson**

**Environmental Analytical Services**

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

By: 

Name:

Name: Arthur Hernandez

Title:

Title: Owner

Date:

Date: August 22, 2022

OFFICE OF THE CITY ATTORNEY  
V.J. 10/3/2022

**ORDER AMENDING THE DECEMBER 31, 2021 AMENDED ORDER WHICH AUTHORIZED STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON, AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND RELATED DOCUMENTS EXTENDING THE COMPLETION DATE TO SEPTEMBER 30, 2023. (ALL WARDS)**

**WHEREAS**, by Order entered on December 21, 2021, recorded in Minute Book 6U, Pages 293-294, the governing authorities authorized the Mayor to execute the contract and related documents with Stewpot Community Services, Inc., to prepare, prevent, and respond to the Coronavirus for Emergency Solutions Grant (ESG) in the City of Jackson; and

**WHEREAS**, pursuant to the amended contract, Stewpot Community Services, Inc. agreed to provide Street Outreach Services to citizens in the City of Jackson who are homeless, at a program cost not to exceed \$77,800.00 for eligible expenses; and

**WHEREAS**, the Department of Planning and Development, through its Office of Housing and Community Development, is recommending that the time for completion of the program be extended to September 30, 2023; and

**WHEREAS**, there is no additional funding required; and

**WHEREAS**, the contract extension will allow Stewpot Community Services, Inc. to continue to safely provide street outreach services to homeless in an effort to house clients who wants to be housed, and ensure they are included in the Homeless Management Information System (HMIS); and

**IT IS, THEREFORE, ORDERED** that the contract between the City of Jackson and the Stewpot Community Services, Inc. be amended to extend the December 21, 2021 Amended Order from September 30, 2022 to September 30, 2023.

**IT IS FURTHER ORDERED**, that the Mayor is authorized to execute the amendment and related documents.

Agenda Item No. 30  
Agenda Date October 11, 2022  
(Dotson, Lumumba)

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

9/27/22  
DATE

| POINTS |                                                                                                                                                                                                                     | COMMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.     | <b>Brief Description/Purpose</b>                                                                                                                                                                                    | ORDER AMENDING THE DECEMBER 31, 2021 AMENDED ORDER WHICH AUTHORIZED STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON, AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND RELATED DOCUMENTS EXTENDING THE COMPLETION DATE TO SEPTEMBER 30, 2023. (ALL WARDS) |
| 2.     | <b>Public Policy Initiative:</b><br>Youth & Education<br>Crime Prevention<br>Changes in City Government<br>Neighborhood Enhancement<br>Economic Development<br>Infrastructure and Transportation<br>Quality of Life | Quality of Life                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 3.     | <b>Who will be affected</b>                                                                                                                                                                                         | Provide services for low/moderate income persons and homeless persons                                                                                                                                                                                                                                                                                                                                                                                     |
| 4.     | <b>Benefits</b>                                                                                                                                                                                                     | Provide public services                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 5.     | <b>Schedule (beginning date)</b>                                                                                                                                                                                    | Upon approval                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 6.     | <b>Location:</b><br>WARD<br>CITYWIDE (yes or no) (area)<br>Project limits if applicable                                                                                                                             | Citywide – All Wards                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 7.     | <b>Action implemented by:</b><br>City Department <input checked="" type="checkbox"/><br>Consultant                                                                                                                  | Department of Planning & Development                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 8.     | <b>COST</b>                                                                                                                                                                                                         | \$0.00                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 9.     | <b>Source of Funding:</b><br>General Fund<br>Grant <input checked="" type="checkbox"/><br>Bond<br>Other                                                                                                             | 2020 ESG CARES Act                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|        | <b>EBO participation</b>                                                                                                                                                                                            | ABE ___% WAIVER yes ___ no ___ N/A ___<br>AABE ___% WAIVER yes ___ no ___ N/A ___<br>WBE ___% WAIVER yes ___ no ___ N/A ___<br>HBE ___% WAIVER yes ___ no ___ N/A ___<br>NABE ___% WAIVER yes ___ no ___ N/A ___                                                                                                                                                                                                                                          |



**OFFICE OF HOUSING AND  
COMMUNITY DEVELOPMENT**

**MEMORANDUM**

**TO:** Chokwe Antar Lumumba, Mayor  
**FROM:** Chloe Dotson, Interim Director  
Planning and Development  
**DATE:** September 27, 2022  
**RE:** Agenda Item for October 11, 2022 City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to amend and extend the amended contract end date to September 30, 2023 for reimbursable eligible expenses pursuant to the 2020 ESG CARES Act guidelines; and that the Mayor is authorized to execute the amendment and related documents.

The City of Jackson agrees to reimburse Stewpot Community Services, Inc. for eligible expenses related to providing Street Outreach Services to citizens in the City of Jackson who are homeless, at a program cost not to exceed \$56,209.98 which is the balance of the amended contract.

HUD ESG-CV Requirements Summary: Notices CPD-22-06 and 21-08 extended the expenditure deadline date to September 30, 2023.

The contract extension will allow Stewpot Community Services, Inc. to continue to safely provide street outreach services to homeless in an effort to house clients who wants to be housed, and ensure they are included in the Homeless Management Information System (HMIS).

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



cc: Valerie Tucker, Deputy Director, Department of Planning and Development  
Linda Caldwell, Manager, Development Assistance Division

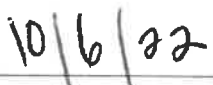
Office of the City Attorney


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

This ORDER AMENDING THE DECEMBER 31, 2021 AMENDED ORDER WHICH AUTHORIZING STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON, AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND RELATED DOCUMENTS EXTENDING THE COMPLETION DATE TO SEPTEMBER 30, 2023 is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, *City Attorney*  
Victoria James, *Deputy City Attorney* 

  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
  
10/3/2022

OFFICE OF THE CITY ATTORNEY

VJ 10/3/22

**ORDER AMENDING THE DECEMBER 7, 2021 ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONA VIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON TO AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND RELATED DOCUMENTS EXTENDING THE COMPLETION DATE TO SEPTEMBER 30, 2023. (ALL WARDS)**

**WHEREAS**, by Order entered on December 7, 2021, recorded in Minute Book 6U, Pages 233-234, the governing authorities authorized the Mayor to execute the contract and related documents with Stewpot Community Services, Inc., to prepare, prevent, and respond to the Coronavirus for Emergency Solutions Grant (ESG) in the City of Jackson; and

**WHEREAS**, pursuant to the contract, Stewpot Community Services, Inc., agreed to expend ESG CARES Act funds in an amount not to exceed twenty-seven thousand dollars (\$27,000.00) to provide hazard pay to staff employees operating the emergency shelter and for entering data and maintaining the Homeless Management Information System (HMIS) which allows Stewpot Community Services, Inc. to prepare, prevent, and respond to the Coronavirus in the City of Jackson's Metropolitan Statistical Area; and

**WHEREAS**, the Department of Planning and Development, through its Office of Housing and Community Development, is recommending that the time for completion of the program be extended to September 30, 2023; and

**WHEREAS**, there is no additional funding required; and

**WHEREAS**, the contract extension will allow Stewpot Community Services, Inc. to continue to safely provide street outreach services to homeless in an effort to house clients who wants to be housed, and ensure they are included in the Homeless Management Information System (HMIS); and

**IT IS, THEREFORE, ORDERED** that the contract between the City of Jackson and the Stewpot Community Services, Inc. be amended to extend the September 30, 2022 to December 31, 2023.

**IT IS FURTHER ORDERED**, that the Mayor is authorized to execute the amendment and related documents.

Agenda Item No. 31  
Agenda Date October 11, 2022  
(Dotson, Lumumba)

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

9/27/22  
DATE

| POINTS |                                                                                                                                                                                                                     | COMMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.     | <b>Brief Description/Purpose</b>                                                                                                                                                                                    | <b>ORDER AMENDING THE DECEMBER 7, 2021 ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON TO AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND RELATED DOCUMENTS EXTENDING THE COMPLETION DATE TO SEPTEMBER 30, 2023. (ALL WARDS)</b> |
| 2.     | <b>Public Policy Initiative:</b><br>Youth & Education<br>Crime Prevention<br>Changes in City Government<br>Neighborhood Enhancement<br>Economic Development<br>Infrastructure and Transportation<br>Quality of Life | Quality of Life                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 3.     | <b>Who will be affected</b>                                                                                                                                                                                         | Provide services for low/moderate income persons and homeless persons                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 4.     | <b>Benefits</b>                                                                                                                                                                                                     | Provide public services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 5.     | <b>Schedule (beginning date)</b>                                                                                                                                                                                    | Upon approval                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 6.     | <b>Location:</b><br>WARD<br>CITYWIDE (yes or no) (area)<br>Project limits if applicable                                                                                                                             | Citywide – All Wards                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 7.     | <b>Action implemented by:</b><br>City Department <input checked="" type="checkbox"/><br>Consultant                                                                                                                  | Department of Planning & Development                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 8.     | <b>COST</b>                                                                                                                                                                                                         | \$0.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 9.     | <b>Source of Funding:</b><br>General Fund<br>Grant <input checked="" type="checkbox"/><br>Bond<br>Other                                                                                                             | 2020 ESG CARES Act                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|        | <b>EBO participation</b>                                                                                                                                                                                            | ABE ___% WAIVER yes ___ no ___ N/A ___<br>ΛABE ___% WAIVER yes ___ no ___ N/A ___<br>WBE ___% WAIVER yes ___ no ___ N/A ___<br>HBE ___% WAIVER yes ___ no ___ N/A ___<br>NABE ___% WAIVER yes ___ no ___ N/A ___                                                                                                                                                                                                                                                                                              |

**OFFICE OF HOUSING AND  
COMMUNITY DEVELOPMENT**

**MEMORANDUM**

**TO:** Chokwe Antar Lumumba, Mayor

**FROM:** Chloe Dotson, Interim Director  
Planning and Development

**DATE:** September 27, 2022

**RE:** Agenda Item for October 11, 2022 City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute an amended Contract Agreement with Stewpot Community Services, Inc. to utilize ESG CARES Act funds to provide hazard pay to staff employees operating the emergency shelter and for entering data and maintaining the Homeless Management Information System (HMIS) which allows Stewpot Community Services, Inc. to prepare, prevent and respond to the Coronavirus in the City of Jackson's Metropolitan Statistical Area.

The City of Jackson agrees to reimburse Stewpot Community Services, Inc. for eligible expenses only related to hazard pay to staff employees operating the emergency shelter and for entering data and maintaining the Homeless Management Information System (HMIS); and that the Mayor is authorized to execute the amendment and related documents.

The contract will cover costs of services through September 30, 2023 in an amount not to exceed \$12,300.00

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

cc: Valerie Tucker, Deputy Director, Department of Planning and Development  
Linda Caldwell, 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

OFFICE OF THE CITY ATTORNEY  
V.J.  
10/3/2022

This **ORDER AMENDING THE DECEMBER 7, 2021, AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON TO AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND RELATED DOCUMENTS EXTENDING THE COMPLETION DATE TO SEPTEMBER 30, 2023** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Victoria James, *Deputy City Attorney*



10/6/22  
Date

OFFICE OF THE CITY ATTORNEY  
10/11/2022

**ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE MILL STREET TOWN CREEK BRIDGE PROJECT, FEDERAL AID PROJECT NUMBER STP-7261-00(002)LPA/108070-701000**

**WHEREAS**, the City of Jackson executed a contract with Hemphill Construction Company, Inc. to replace the Mill Street bridge over Town Creek; and

**WHEREAS**, during construction, an AT&T interstate fiber optic cable was discovered hanging beneath the bridge that was not previously identified in design; and

**WHEREAS**, the City and contractor mutually agree that additional pay items were necessary to change the means and method for construction without relocating the fiber optic cable, and the additional cost less a reduction in planned bridge pile lengths would result in an increased amount not to exceed \$196,975.00 with 20 additional working days added to the contract; and

**WHEREAS**, the Department of Public Works recommends acceptance of Supplemental Agreement #1 to the contract Hemphill Construction Company, Inc.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute Supplemental Agreement #1 to the contract of Hemphill Construction Company, Inc. for the Mill Street Town Creek Bridge Project, Federal Aid Project Number STP-7261-00(002)LPA/ 108070-701000, increasing the contract by an amount not to exceed \$196,975.00 and increasing the contract time by 20 working days.

Agenda Item No. 32  
Agenda Date October 11, 2022  
(Hillman, Lumumba)



Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1750  
Facsimile: (601) 960-1750  
10/6/22

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE MILL STREET TOWN CREEK BRIDGE PROJECT, FEDERAL AID PROJECT NUMBER STP-7261-00(002)LPA/108070-701000** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria P. Martin, *CITY ATTORNEY*  
Terry Williamson, *Legal Counsel* 

10/6/22  
\_\_\_\_\_  
DATE



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** October 5, 2022

DATE

| <b>P O I N T S</b> |                                                                                                                                                                                                                                         | <b>C O M M E N T S</b>                                                                                                                                                                                                               |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.                 | <b>Brief Description/Purpose</b>                                                                                                                                                                                                        | Order authorizing the Mayor to execute Supplemental Agreement #1 with Hemphill for the Mill Street Town Creek Bridge Project                                                                                                         |
| 2.                 | <b>Public Policy Initiative</b><br>1. Youth & Education<br>2. Crime Prevention<br>3. Changes in City Government<br>4. Neighborhood Enhancement<br>5. Economic Development<br>6. Infrastructure and Transportation<br>7. Quality of Life | 4. Neighborhood Enhancement<br>6 Infrastructure and Transportation<br>7 Quality of Life                                                                                                                                              |
| 3.                 | <b>Who will be affected</b>                                                                                                                                                                                                             | Motorists on Mill St between Griffith and Hamilton St.                                                                                                                                                                               |
| 4.                 | <b>Benefits</b>                                                                                                                                                                                                                         | Bridge Replacement                                                                                                                                                                                                                   |
| 5.                 | <b>Schedule (beginning date)</b>                                                                                                                                                                                                        | After approval                                                                                                                                                                                                                       |
| 6.                 | <b>Location:</b><br>▪ <b>WARD</b><br><br>▪ <b>CITYWIDE (yes or no) (area)</b><br><br>▪ <b>Project limits if applicable</b>                                                                                                              | Mill St from Griffith St to Hamilton St (Ward 7)                                                                                                                                                                                     |
| 7.                 | <b>Action implemented by:</b><br>▪ <b>City Department</b> <input checked="" type="checkbox"/><br><br>▪ <b>Consultant</b> <input type="checkbox"/>                                                                                       | City of Jackson, Department of Public Works, Engineering Division                                                                                                                                                                    |
| 8.                 | <b>COST</b>                                                                                                                                                                                                                             | Adds \$196,975.00 to the contract amount.<br>New contract amount: \$2,131,790.50<br><br>Add 20 working days to the contract time.<br>New contract time is 107 working days.                                                          |
| 9.                 | <b>Source of Funding</b><br>▪ <b>General Fund</b> <input type="checkbox"/><br>▪ <b>Grant</b> <input checked="" type="checkbox"/><br>▪ <b>Bond</b> <input type="checkbox"/><br>▪ <b>Other</b> <input type="checkbox"/>                   | FHWA Surface Transportation Earmark (Fund 420)<br>1% Sales Tax (157 45190 6824)                                                                                                                                                      |
| 10.                | <b>EBO participation</b>                                                                                                                                                                                                                | ABE _____% WAIVER yes ___ no ___ N/A _____<br>AABE _____% WAIVER yes ___ no ___ N/A _____<br>WBE _____% WAIVER yes ___ no ___ N/A _____<br>HBE _____% WAIVER yes ___ no ___ N/A _____<br>NABE _____% WAIVER yes ___ no ___ N/A _____ |



**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Jordan Hillman  
Interim Director

**Date:** October 5, 2022

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute supplemental agreement #1 to the contract with Hemphill for the Mill Street Town Creek bridge project.

During construction, the contractor discovered that an AT&T interstate fiber optic line hanging under the bridge that was not accounted for on the construction plans. The interstate fiber optic line will take 9 to 12 months to relocate. The project consultant engineer and the contractor were able to design a way to demolish and rebuild the bridge in a manner that would allow the interstate fiber optic line to remain in place suspended from a long steel beam while the bridge will be rebuilt around the fiber optic cable. At the end of the project, the cable will be attached to the new bridge.

Additionally, the contractor drove the test pile to finalize the pile lengths, with the final pile length being 55 feet instead of 80 feet. The reduction in pile length based on the test pile will be a cost savings for the project and will help offset the cost of working around the fiber optic cable.

The proposed change in contract amount is an increase of \$196,975.00 to \$2,131,790.50. 20 additional working days will be added to the contract. The cost increase will be paid for out of sales tax funds.

It is the recommendation of Public Works that the order be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

**CITY OF JACKSON  
STP-7261-00(002) LPA / 108070-701000  
SUPPLEMENTAL AGREEMENT NO. 1**

**WHEREAS, WE Hemphill Construction Company, Inc., Contractors, and Federal Insurance Company, Surety, entered into a contract with the Mississippi Transportation Commission on the 11th day of April, 2022 for the construction of Federal Aid Project No. STP-7261-00(002) LPA / 108070-701000, Hinds County; and,**

**WHEREAS:** The project consists of the removal and replacement of the existing Mill Street bridge over Town Creek; and

**WHEREAS:** An AT&T Long Line was discovered attached under the bridge and will require an unacceptable time delay to be relocated; and

**WHEREAS:** The demolition of the existing bridge and constructing the new bridge will have to be accomplished with the fiber optic line remaining in place; and

**WHEREAS:** A new Pay Item for demolishing the existing bridge and building a bridge while maintaining the fiber optic line will be necessary to replace the existing Pay Item for demolishing the existing bridge; and

**WHEREAS:** Due to orders for materials being previously placed and the extended duration of construction, Notice to Bidders No. 1546 will be waived and Advancement of Materials will be allowed as per Subsection 109.06.2 of the Standard Specifications for materials shown on Supplemental Sheet (Sheet 2 of 3); and

**NOW, THEREFORE,** It is hereby mutually agreed by all parties that Pay Item 202-A001-S/A, Removal of Obstructions be added to the Contract at a unit price of \$429,125.00 and that due to additional work required to accomplish the work an additional Twenty (20) Working Days be added to the Contract. This work and time will be Non-Participating and due to elimination or reductions in other pay items will add \$196,975.00 to the Contract.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

**NOW THEREFORE, WE Hemphill Construction Company, Inc., Contractors, and Federal Insurance Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.**

Dated, this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Federal Insurance Company  
SURETY

\_\_\_\_\_  
Hemphill Construction Company, Inc.  
CONTRACTOR

BY: Mary Anne Goodin  
Mary Anne Goodin, Attorney in Fact Date

BY: Richard A. Rula  
Richard A. Rula, President Date

**RECOMMEND FOR APPROVAL:**

[Signature] 7/22/22  
LPA Project Engineer/Architect Date

Bin D. Ruff 8/10/22  
MDOT District Engineer Date

[Signature] 7-25-22  
MDOT State Construction Engineer Date

[Signature] 8/14/22  
MDOT Executive Director Date  
For the Mississippi Transportation Commission

Book 23 Page 699

**APPROVED:**

\_\_\_\_\_  
LPA Official Date

This Supplemental Agreement has been discussed with Will Andrews - District LPA Coordinator, Shane Martin - MDOT Construction Area Engineer, and Mitchell Young - MDOT LPA Division.

**CITY OF JACKSON**  
**STP-7261-00(002) LPA / 108070-701000**  
**SUPPLEMENTAL AGREEMENT NO. 1**  
**SUPPLEMENTAL SHEET**

**DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED:**

During the preliminary phase of this project, a utility locate was made to determine the existing utilities that would be in conflict. It was determined that AT&T was aerial on utility poles along the edge of the project. It was not clarified that AT&T was also in a conduit connected to the bottom of the existing bridge and underground in the middle of the roadway. This conduit included a fiber optic line is an AT&T Long Line which connects Memphis, TN with Jackson, MS and New Orleans, LA. The estimated time to relocate the line temporarily would be half a year at the earliest with the possibility that the work would take more than a year to complete.

It was determined that the conduit could be left in place while supported from above with a steel girder spanning the length of the bridge and from underneath the bridge by means of temporary shoring. The bridge deck would be saw cut and removed in sections while the conduit was supported from above. The conduit would continue to be supported from above while permanent piles were driven, the new bridge caps placed, and the end wall formed and placed around the conduit. New beams would be placed and the conduit would be supported from below with temporary shoring while construction of the bridge deck commences. During the decking process, special hangers to support the conduit would be permanently attached to the new bridge deck with the hanger supports embedded in the concrete deck.

Due to orders for materials being previously placed and the extended duration of construction, Notice to Bidders No. 1546 will be waived and Advancement of Materials will be allowed as per Subsection 109.06.2 of the Standard Specifications for the following materials:

- Concrete Beams
- Neoprene Pads
- Steel Piling
- Waterline Pipe, Valves and Fittings

**JUSTIFICATION OF UNIT PRICES SUBMITTED:**

This work is unique and not possible to compare to average bid prices. However, based on the nature of the work and the site conditions, the prices are favorable for the materials, equipment, and labor that are required. It has been determined that the submitted price for this item is fair and will be considered acceptable.



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Project Professional

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LPA Official

**CITY OF JACKSON  
STP-7261-00(002) LPA / 108070-701000  
SUPPLEMENTAL AGREEMENT NO. 1  
SUPPLEMENTAL SHEET**

**DETAIL ANALYSIS OF UNIT PRICES:**

**Pay Item No. 202-A001-S/A, Removal of Obstructions**

|                               |              |
|-------------------------------|--------------|
| Labor                         | \$ 60,590.60 |
| Equipment                     | \$ 65,420.00 |
| Rental                        | \$107,151.89 |
| Material                      | \$ 65,955.00 |
| Subcontract                   | \$ 49,352.39 |
| Subtotal                      | \$348,469.88 |
| Net Profit and Overhead @ 15% | \$ 61,494.69 |
| Subtotal                      | \$409,964.56 |
| Contractor's Tax @ 3.50%      | \$ 14,869.18 |
| Subtotal                      | \$424,833.75 |
| Bond @ 1%                     | \$ 4,291.25  |
| Total                         | \$429,125.00 |



Project Professional

LPA Official

# CHUBB

## Power of Attorney

### Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston** of Vicksburg, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1<sup>st</sup> day of August, 2019.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss

On this 1<sup>st</sup> day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 18, 2024

*Katherine J. Adelaar*

Notary Public

#### CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3856 e-mail: surety@chubb.com

**ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. AUTHORIZING RELEASE OF RETAINAGE, PUBLICATION OF NOTICE OF COMPLETION, AND COMMENCEMENT OF ONE-YEAR WARRANTY FOR THE HAWTHORN DRIVE BRIDGE REPLACEMENT**

OFFICE OF THE CITY ATTORNEY  
10/6/2022  
[Signature]

**WHEREAS**, on February 12, 2021, the City of Jackson accepted the bid of Hemphill Construction Company, Inc, for the Hawthorn Drive Bridge Project; and

**WHEREAS**, Change Order No. 1/Final increases the contract amount by \$78,175.45 from \$528,353.40 to \$606,528.85 to account for revisions to the water line creek crossing; and

**WHEREAS**, a final inspection was held by the Department of Public Works and the Department recommends acceptance of the project; and

**WHEREAS**, the bonding company, Federal Insurance Company, Attorney-in-fact, surety on performance of the said contract, has authorized release and payment of all money due under said contract; and

**WHEREAS**, the Department of Public Works recommends that the governing authorities accept Change Order No. 1/Final and authorize final payment in the amount of \$25,814.86 to Hemphill Construction Company, Inc.

**IT IS, THEREFORE ORDERED** that the Mayor is authorized to execute Change Order No. 1/Final to the Contract with Hemphill Construction Company, Inc, for the Hawthorn Drive Bridge Project and final payment in the amount of \$25,814.86 to Hemphill Construction Company Inc. is hereby authorized.

**IT IS FURTHER ORDERED** that all retainage held be paid to Hemphill Construction Company, Inc., that the one-year warranty commence effective on the date of substantial completion and that the Municipal Clerk is authorized to publish the Notice of Completion of the Hawthorn Drive Bridge Replacement Project.

Agenda Item No. 33  
Agenda Date October 11, 2022  
(Hillman, Lumumba)

Office of the City Attorney


455 East Capitol Street  
Post Office Box 2439  
Jackson, Mississippi 39201-2779  
Telephone: (601) 960-1759  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
10/6/22

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC., AUTHORIZING RELEASE OF RETAINAGE, PUBLICATION OF NOTICE OF COMPLETION, AND COMMENCEMENT OF ONE-YEAR WARRANTY FOR THE HAWTHORN DRIVE BRIDGE REPLACEMENT** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel*

10/6/22  
DATE



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

**October 5, 2022**

| <b>P O I N T S</b> |                                                                                                                                                                                                                                         | <b>C O M M E N T S</b>                                                    |                                                                                                                                                                   |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.                 | <b>Brief Description/Purpose</b>                                                                                                                                                                                                        | Hawthorn Drive Bridge Project Closeout                                    |                                                                                                                                                                   |
| 2.                 | <b>Public Policy Initiative</b><br>1. Youth & Education<br>2. Crime Prevention<br>3. Changes in City Government<br>4. Neighborhood Enhancement<br>5. Economic Development<br>6. Infrastructure and Transportation<br>7. Quality of Life | 6. Infrastructure and Transportation<br>7. Quality of Life                |                                                                                                                                                                   |
| 3.                 | <b>Who will be affected</b>                                                                                                                                                                                                             | Motorists along Hawthorn Drive                                            |                                                                                                                                                                   |
| 4.                 | <b>Benefits</b>                                                                                                                                                                                                                         | Bridge replacement and street resurfacing project                         |                                                                                                                                                                   |
| 5.                 | <b>Schedule (beginning date)</b>                                                                                                                                                                                                        | Project Completed                                                         |                                                                                                                                                                   |
| 6.                 | <b>Location:</b><br>■ <b>WARD</b><br>■ <b>CITYWIDE (yes or no) (area)</b><br>■ <b>Project limits if applicable</b>                                                                                                                      | Hawthorn Drive (Ward 7)                                                   |                                                                                                                                                                   |
| 7.                 | <b>Action implemented by:</b><br>■ <b>City Department</b> <input checked="" type="checkbox"/><br>■ <b>Consultant</b> <input type="checkbox"/>                                                                                           | Department of Public Works, Engineering Division                          |                                                                                                                                                                   |
| 8.                 | <b>COST</b>                                                                                                                                                                                                                             | Final Contract Cost: \$606,528.85<br>Final Payment Amount: \$25,814.86    |                                                                                                                                                                   |
| 9.                 | <b>Source of Funding</b><br>■ <b>General Fund</b> <input type="checkbox"/><br>■ <b>Grant</b> <input type="checkbox"/><br>■ <b>Bond</b> <input checked="" type="checkbox"/><br>■ <b>Other</b> <input checked="" type="checkbox"/>        | Fund 157<br>Fund 372 (372 522 6824)<br>BP Funds (\$50,000)                |                                                                                                                                                                   |
| 10.                | <b>EBO participation</b>                                                                                                                                                                                                                | ABE _____ %<br>AABE _____ %<br>WBE _____ %<br>HBE _____ %<br>NABE _____ % | WAIVER yes ___ no ___ N/A ___<br>WAIVER yes ___ no ___ N/A ___<br>WAIVER yes ___ no ___ N/A ___<br>WAIVER yes ___ no ___ N/A ___<br>WAIVER yes ___ no ___ N/A ___ |

Revised 2-04



**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Jordan Hillman  
Interim Director

**Date:** October 5, 2022

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the closeout of the Hawthorn Drive bridge project. The final change order #1, an increase in cost of \$78,175.45, is due to a change in how the water line that crosses Eubanks Creek by the bridge was re-laid to cross the creek. Instead of crossing adjacent to the creek, the water line was attached to the bridge. The final change order #1 will be paid from Fund 372 Modernization Tax.

It is the recommendation of Public Works that this agenda item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

**APPLICATION AND CERTIFICATION FOR PAYMENT**

Invoice #: 083121-3183121-01

To Customer: City of Jackson  
 P.O. Box 17  
 Jackson, MS 39205

Project: Hawthorn Drive Bridge Replacement  
 H21024/H21088  
 Jackson, MS

From Contractor: Hemphill Construction Company, Inc.  
 P.O. Drawer 879  
 Florence, MS 39073

Owner: City of Jackson  
 P.O. Box 17  
 Jackson, MS 39205

Via Engineer Stamp:  
 200 N Congress St  
 Jackson, MS 39201

Application No. 10 Final  
 Period From: 5/1/2022  
 Period To: 5/31/2022

Distribution to:  
 Owner  
 Architect  
 Contractor

External Contract No.: NA  
 Contract Date: 2/12/2021

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet is attached

|                                                   |                 |
|---------------------------------------------------|-----------------|
| 1 Original Contract Sum                           | \$ 528,353.40   |
| 2 Net Change By Change Order                      | \$ 78,175.45    |
| 3 Contract Sum To Date                            | \$ \$606,528.85 |
| 4 Work Completed To Date                          | \$ 606,528.85   |
| 5 Stored Materials Inventory                      | \$ 0.00         |
| 6 Total Completed and Stored To Date              | \$ 606,528.85   |
| 7 Retainage                                       |                 |
| a. Maximum Retainage is in effect                 | \$ 13,500.00    |
| b. Securities are furnished in lieu of Retainage  | \$ 0.00         |
| c. Retainage on Work Completed to Date 2.5%       | \$ 0.00         |
| d. Retainage on Stored Materials Inventory 0.00 % | \$ 0.00         |
| e. Total Calculated Retainage                     | \$ 0.00         |
| 1 Total Retainage To Be Withheld                  | \$ 0.00         |
| 8 Total Earned Less Retainage                     | \$ 606,528.85   |
| 9 Less Previous Certificates for Payment          | \$ 580,713.99   |
| 10 Current Payment Due                            | \$ 25,814.86    |
| 11 Balance to Finish, Plus Retainage              | \$ 0.00         |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

CONTRACTOR Hemphill Construction Company, Inc.

By: \_\_\_\_\_ Date: 08/02/2022

State of Mississippi County of Rankin

Subscribed and sworn to before me this 02 day of July, 2022

Notary Public *Amy L. Whiteley*

My Commission Expires 08/12/2023



**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified

AMOUNT CERTIFIED ..... \$25,814.86

(Attach explanation if amount certified differs from the amount applied initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER: \_\_\_\_\_ By: \_\_\_\_\_ Date: 06/16/2022

OWNER: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

| CHANGE ORDER SUMMARY                               | ADDITIONS          | DEDUCTIONS    |
|----------------------------------------------------|--------------------|---------------|
| Total Changes Approved in Previous months by Owner | \$77,957.00        | \$0.00        |
| Total Approved This Month                          | \$218.45           | \$0.00        |
| <b>TOTALS</b>                                      | <b>\$78,175.45</b> | <b>\$0.00</b> |
| Net Change By Change Order                         |                    | \$78,175.45   |

# CONTINUATION SHEET

Application and Certification for Payment, containing Engineer's signed certification, is attached. Tabulations below.

Invoice #: 083121-3/83121-01

Contract: Hawthorn Drive Bridge Replacement  
H21024/H21088  
Jackson, MS

Application No.: 10 Final  
Application Date: 06/02/2022  
Period From: 5/1/2022  
Period To: 5/31/2022  
External Contract No.: NA

| Item No. | Description of Item                                         | Contract Qty | Units | Cost Per Unit | Total Cost Of Contract | Previous Quantity | Current Quantity | To Date Quantity | Previous Cost | Current Cost | Total Cost To Date | Balance to Finish | Percent Complete |
|----------|-------------------------------------------------------------|--------------|-------|---------------|------------------------|-------------------|------------------|------------------|---------------|--------------|--------------------|-------------------|------------------|
| 1        | Mobilization                                                | 1.00         | LS    | \$37,750.00   | \$37,750.00            | 1.00              | 0.00             | 1.00             | \$37,750.00   | \$0.00       | \$37,750.00        | \$0.00            | 100.00%          |
| 2        | Clearing and Grubbing                                       | 1.00         | LS    | \$53,550.00   | \$53,550.00            | 1.00              | 0.00             | 1.00             | \$53,550.00   | \$0.00       | \$53,550.00        | \$0.00            | 100.00%          |
| 3        | Removal of Obstructions (Old Bridge)                        | 1.00         | LS    | \$75,000.00   | \$75,000.00            | 1.00              | 0.00             | 1.00             | \$75,000.00   | \$0.00       | \$75,000.00        | \$0.00            | 100.00%          |
| 4        | Removal of Curb and Gutter                                  | 41.00        | LF    | \$15.00       | \$615.00               | 41.00             | 0.00             | 41.00            | \$615.00      | \$0.00       | \$615.00           | \$0.00            | 100.00%          |
| 5        | Removal of Asphalt                                          | 44.00        | SY    | \$20.00       | \$880.00               | 44.00             | 0.00             | 44.00            | \$880.00      | \$0.00       | \$880.00           | \$0.00            | 100.00%          |
| 6        | Unclassified Excavation, FM, AH                             | 100.00       | CY    | \$20.00       | \$2,000.00             | 100.00            | 0.00             | 100.00           | \$2,000.00    | \$0.00       | \$2,000.00         | \$0.00            | 100.00%          |
| 7        | Borrow Excavation (FME) (Contractor Furnished) (Class B-15) | 200.00       | CY    | \$40.00       | \$8,000.00             | 200.00            | 0.00             | 200.00           | \$8,000.00    | \$0.00       | \$8,000.00         | \$0.00            | 100.00%          |
| 8        | Channel Excavation (LVM)                                    | 91.00        | CY    | \$30.00       | \$2,730.00             | 91.00             | 0.00             | 91.00            | \$2,730.00    | \$0.00       | \$2,730.00         | \$0.00            | 100.00%          |
| 9        | Excess Excavation (FM)                                      | 150.00       | CY    | \$30.00       | \$4,500.00             | 150.00            | 0.00             | 150.00           | \$4,500.00    | \$0.00       | \$4,500.00         | \$0.00            | 100.00%          |
| 10       | Site Grading                                                | 50.00        | SY    | \$15.00       | \$750.00               | 0.00              | 50.00            | 50.00            | \$0.00        | \$750.00     | \$750.00           | \$0.00            | 100.00%          |
| 11       | Solid Sodding                                               | 100.00       | SY    | \$10.00       | \$1,000.00             | 0.00              | 100.00           | 100.00           | \$0.00        | \$1,000.00   | \$1,000.00         | \$0.00            | 100.00%          |
| 12       | Hydroseeding                                                | 0.00         | AC    | \$4,500.00    | \$0.00                 | 0.00              | 0.00             | 0.00             | \$0.00        | \$0.00       | \$0.00             | \$0.00            | #DIV/0!          |
| 13       | Portland Cement Concrete Paved Ditch                        | 1.22         | CY    | \$1,000.00    | \$1,220.00             | 1.22              | 0.00             | 1.22             | \$1,220.00    | \$0.00       | \$1,220.00         | \$0.00            | 100.00%          |
| 14       | Temporary Silt Fence                                        | 0.00         | LF    | \$6.00        | \$0.00                 | 0.00              | 0.00             | 0.00             | \$0.00        | \$0.00       | \$0.00             | \$0.00            | #DIV/0!          |
| 15       | Wattles, 20"                                                | 0.00         | LF    | \$10.00       | \$0.00                 | 0.00              | 0.00             | 0.00             | \$0.00        | \$0.00       | \$0.00             | \$0.00            | #DIV/0!          |
| 16       | Crushed Stone (Size 610)                                    | 50.00        | TON   | \$85.00       | \$4,250.00             | 50.00             | 0.00             | 50.00            | \$4,250.00    | \$0.00       | \$4,250.00         | \$0.00            | 100.00%          |
| 17       | Size 57 Stabilizer Aggregate, Coarse                        | 200.00       | TON   | \$60.00       | \$12,000.00            | 97.28             | 102.72           | 200.00           | \$5,838.80    | \$6,163.20   | \$12,000.00        | \$0.00            | 100.00%          |
| 18       | Hot Mix Asphalt, Base Course, (BB-1) (Type 6)               | 15.00        | TON   | \$250.00      | \$3,750.00             | 15.00             | 0.00             | 15.00            | \$3,750.00    | \$0.00       | \$3,750.00         | \$0.00            | 100.00%          |
| 19       | Hot Mix Asphalt, Surface Course, (SC-1) (Type 8)            | 10.00        | TON   | \$250.00      | \$2,500.00             | 10.00             | 0.00             | 10.00            | \$2,500.00    | \$0.00       | \$2,500.00         | \$0.00            | 100.00%          |
| 20       | Saw Cut, Full Depth                                         | 8.00         | LF    | \$12.00       | \$96.00                | 8.00              | 0.00             | 8.00             | \$96.00       | \$0.00       | \$96.00            | \$0.00            | 100.00%          |

# CONTINUATION SHEET

Application and Certification for Payment, containing Engineer's signed certification, is attached. Tabulations below.

Invoice #: 083121-3/83121-01

Contract: Hawthorn Drive Bridge Replacement  
H21024/H21088  
Jackson, MS

Application No.: 10 Final  
Application Date: 08/02/2022  
Period From: 5/1/2022  
Period To: 5/31/2022  
External Contract No.: NA

| Item No. | Description of Item                                               | Contract Qty | Units | Cost Per Unit | Total Cost Of Contract | Previous Quantity | Current Quantity | To Date Quantity | Previous Cost       | Current Cost       | Total Cost To Date  | Balance to Finish | Percent Complete |
|----------|-------------------------------------------------------------------|--------------|-------|---------------|------------------------|-------------------|------------------|------------------|---------------------|--------------------|---------------------|-------------------|------------------|
| 21       | Class "BB" Structural Concrete                                    | 200.03       | CY    | \$885.00      | \$199,029.85           | 200.03            | 0.00             | 200.03           | \$198,028.85        | \$0.00             | \$199,029.85        | \$0.00            | 100.00%          |
| 22       | Reinforcing Steel                                                 | 59360.00     | LBS   | \$1.60        | \$94,976.00            | 59360.00          | 0.00             | 59360.00         | \$94,976.00         | \$0.00             | \$94,976.00         | \$0.00            | 100.00%          |
| 23       | Roadway Construction Staliding                                    | 1.00         | LS    | \$2,000.00    | \$2,000.00             | 1.00              | 0.00             | 1.00             | \$2,000.00          | \$0.00             | \$2,000.00          | \$0.00            | 100.00%          |
| 24       | Concrete Curb, Header                                             | 93.00        | LF    | \$35.00       | \$3,255.00             | 93.00             | 0.00             | 93.00            | \$3,255.00          | \$0.00             | \$3,255.00          | \$0.00            | 100.00%          |
| 25       | Maintenance of Traffic                                            | 1.00         | LS    | \$1,500.00    | \$1,500.00             | 1.00              | 0.00             | 1.00             | \$1,500.00          | \$0.00             | \$1,500.00          | \$0.00            | 100.00%          |
| 26       | Concrete Railing                                                  | 0.00         | LF    | \$180.00      | \$0.00                 | 0.00              | 0.00             | 0.00             | \$0.00              | \$0.00             | \$0.00              | \$0.00            | #DIV/0!          |
|          | <b>Original Contract Total</b>                                    |              |       |               | <b>\$511,351.85</b>    |                   |                  |                  | <b>\$503,438.65</b> | <b>\$7,913.20</b>  | <b>\$511,351.85</b> | <b>\$0.00</b>     | <b>100.00%</b>   |
| CO1.1    | Change Order No. 1<br>Water Line Replacement -<br>Hawthorne Drive | 1.00         | LS    | \$77,957.00   | \$77,957.00            | 1.00              | 0.00             | 1.00             | \$77,957.00         | \$0.00             | \$77,957.00         | \$0.00            | 100.00%          |
|          | <b>Change Order No. 1 Total</b>                                   |              |       |               | <b>\$77,957.00</b>     |                   |                  |                  | <b>\$77,957.00</b>  | <b>\$0.00</b>      | <b>\$77,957.00</b>  | <b>\$0.00</b>     | <b>100.00%</b>   |
|          | Summary Change Order<br>Metal Bridge Rail                         | 84.00        | LF    | \$205.00      | \$17,220.00            | 0.00              | 84.00            | 84.00            | \$0.00              | \$17,220.00        | \$17,220.00         | \$0.00            | 100.00%          |
|          | <b>Grand Total</b>                                                |              |       |               | <b>\$589,308.85</b>    |                   |                  |                  | <b>\$581,395.65</b> | <b>\$25,133.20</b> | <b>\$606,528.85</b> | <b>\$0.00</b>     | <b>100.00%</b>   |





P.O. Drawer 879  
Florence, MS 39073-0879

Phone: 601-932-2060  
Fax: 601-932-2550

Municipal & Public Works Construction

Heavy & Highway Construction

### WARRANTY

Owner: City of Jackson  
P.O. Box 17  
Jackson, MS 39205

Prime Contractor: Hemphill Construction Company, Inc.  
P.O. Drawer 879  
Florence, MS 39073

Project: Hawthorn Drive Bridge Replacement

Completion Date: May 6, 2022

Hemphill Construction Company, Inc. hereby warrants that all labor and materials furnished and work performed by the Hemphill Construction Company, Inc. on the above referenced project are in accordance with the requirements of the contract, including amendments thereto, for a period of one (1) year following the completion date and written acceptance by the Owner. Hemphill Construction shall make good any defects at no expense to the Owner for this period.

\_\_\_\_\_  
Stephen Smith  
Project Manager

Subscribed and sworn to me this date:

2<sup>nd</sup> day of June, 2022.

Notary, Amy L. Whiteley



My Commission Expires January 12, 2023.

*The difficult we do immediately, the impossible takes a little longer!*

 **AIA** Document G706™ – 1994

**Contractor's Affidavit of Payment of Debts and Claims**

|                                                                                                   |                                           |                                            |
|---------------------------------------------------------------------------------------------------|-------------------------------------------|--------------------------------------------|
| <b>PROJECT:</b> <i>(Name and address)</i><br>Hawthorn Drive Bridge<br>Replacement                 | <b>ARCHITECT'S PROJECT NUMBER:</b>        | <b>OWNER</b> <input type="checkbox"/>      |
|                                                                                                   | <b>CONTRACT FOR:</b> General Construction | <b>ARCHITECT</b> <input type="checkbox"/>  |
|                                                                                                   |                                           | <b>CONTRACTOR</b> <input type="checkbox"/> |
| <b>TO OWNER:</b> <i>(Name and address)</i><br>City of Jackson<br>P.O. Box 17<br>Jackson, MS 39205 | <b>CONTRACT DATED:</b> February 12, 2021  | <b>SURETY</b> <input type="checkbox"/>     |
|                                                                                                   |                                           | <b>OTHER</b> <input type="checkbox"/>      |

**STATE OF:** Mississippi  
**COUNTY OF:** Rankin

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

**EXCEPTIONS:** None.

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate Attachment       Yes     No

*The following supporting documents should be attached hereto if required by the Owner:*

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

**CONTRACTOR:** *(Name and address)*

Hemphill Construction Company, Inc.  
P.O. Drawer 879  
Florence, MS 39073

**BY:**



*(Signature of authorized representative)*

Stephen Smith, Project Manager

*(Printed name and title)*

Subscribed and sworn to before me on this date:

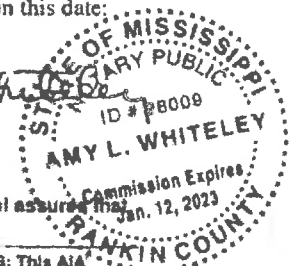
June 6, 2022

Notary Public:

Amy L. Whiteley

My Commission Expires:

January 12, 2023



**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assured that changes will not be obscured.



 **Document G706A™ – 1994**

**Contractor's Affidavit of Release of Liens**

|                                                                                                   |                                           |                                     |
|---------------------------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------|
| <b>PROJECT:</b> <i>(Name and address)</i><br>Hawthorn Drive Bridge<br>Replacement                 | <b>ARCHITECT'S PROJECT NUMBER:</b>        | <input type="checkbox"/> OWNER      |
|                                                                                                   | <b>CONTRACT FOR:</b> General Construction | <input type="checkbox"/> ARCHITECT  |
|                                                                                                   |                                           | <input type="checkbox"/> CONTRACTOR |
| <b>TO OWNER:</b> <i>(Name and address)</i><br>City of Jackson<br>P.O. Box 17<br>Jackson, MS 39205 | <b>CONTRACT DATED:</b> February 12, 2021  | <input type="checkbox"/> SURETY     |
|                                                                                                   |                                           | <input type="checkbox"/> OTHER      |

**STATE OF:** Mississippi  
**COUNTY OF:** Rankin

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

**EXCEPTIONS:** Payment of \$25, 814.86 on Payment Application No. 10Final.

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**CONTRACTOR:** *(Name and address)*

Hemphill Construction Company, Inc.  
P.O. Drawer 879  
Florence, MS 39073

**BY:**



*(Signature of authorized representative)*

Stephen Smith, Project Manager

*(Printed name and title)*

Subscribed and sworn to before me on this date:

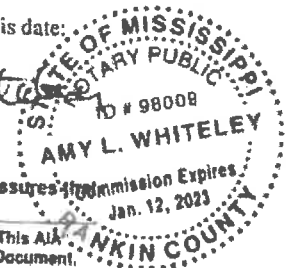
June 6, 2022

Notary Public

Amy L. Whiteley

My Commission Expires:

January 12, 2023



**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures changes will not be obscured.

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**GONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

AIA DOCUMENT G707

FEDERAL INSURANCE COMPANY BOND NO. K40197102

PROJECT: Hawthorn Drive Bridge Replacement

TO (Owner)  
City of Jackson  
P O Box 17  
Jackson MS 39205

ARCHITECT'S PROJECT NO.:  
CONTRACT FOR: SAME AS ABOVE  
CONTRACT DATE: March 22, 2021

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety Company)

**FEDERAL INSURANCE COMPANY**  
P O Box 1650  
Whitehouse Station NJ 08889-1650

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

**Hemphill Construction Company, Inc.**  
P O Drawer 879  
Florence, MS 39073-0879

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve  
the Surety Company of any of its obligations to (here insert name and address of Owner)

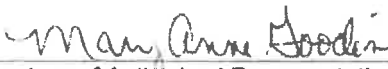
City of Jackson  
P O Box 17  
Jackson MS 39205

, OWNER

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this 3 day of June, 2022.

**FEDERAL INSURANCE COMPANY**  
Surety Company

  
Signature of Authorized Representative

Mary Anne Goodin  
Title: Attorney In Fact

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF  
DEBTS AND CLAIMS, Current Edition

CONSENT OF SURETY COMPANY TO FINAL PAYMENT, APRIL 1970 EDITION, AIA ©  
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ONE PAGE

FORM 15-10-87 (ED. 4-77)



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi:

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon ss.

On this 1st day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316826
Commission Expires July 16, 2024

[Signature]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this June 3, 2022



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



**ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. AUTHORIZING RELEASE OF RETAINAGE, PUBLICATION OF NOTICE OF COMPLETION, AND COMMENCEMENT OF ONE-YEAR WARRANTY FOR THE MEADOW ROAD BRIDGE REPLACEMENT**

OFFICE OF THE CITY ATTORNEY  
OCT 11 2022

**WHEREAS**, on September 20, 2021, the City of Jackson accepted the bid of Hemphill Construction Company, Inc, for the Meadow Road Bridge Project; and

**WHEREAS**, Change Order No. 1/Final increases the contract amount by \$133,776.01 from \$594,750.50 to \$728,526.51 to account for revisions to the water line creek crossing; and

**WHEREAS**, a final inspection was held by the Department of Public Works, and the Department recommends acceptance of the project; and

**WHEREAS**, the bonding company, Federal Insurance Company, Attorney-in-fact, surety on performance of the said contract, has authorized release and payment of all money due under said contract; and

**WHEREAS**, the Department of Public Works recommends that the governing authorities accept Change Order No. 1/Final and authorize final payment in the amount of \$149,065.28 to Hemphill Construction Company, Inc.

**IT IS, THEREFORE ORDERED** that the Mayor is authorized to execute Change Order No. 1/Final to the Contract with Hemphill Construction Company, Inc, for the Meadow Road Bridge Project and final payment in the amount of \$149,065.28 to Hemphill Construction Company Inc. is hereby authorized.

**IT IS FURTHER ORDERED** that all retainage held be paid to Simmons Erosion Control, that the one year warranty commence effective on the date of substantial completion and that the Municipal Clerk is authorized to publish the Notice of Completion of the Meadow Road Bridge Replacement Project.

Agenda Item No. 34  
Agenda Date October 11, 2022  
(Hillman, Lumumba)


Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39202-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC., AUTHORIZING RELEASE OF RETAINAGE, PUBLICATION OF NOTICE OF COMPLETION, AND COMMENCEMENT OF ONE-YEAR WARRANTY FOR THE MEADOW ROAD BRIDGE REPLACEMENT** is legally sufficient for placement in NOVUS Agenda.

  
Catoria P. Martin, *CITY ATTORNEY*  
Terry Williamson, *Legal Counsel*

10/6/22  
DATE

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

**October 5, 2022**

| <b>P O I N T S</b> |                                                                                                                                                                                                                                         | <b>C O M M E N T S</b>                                                  |                                                                                                                                  |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| 1.                 | <b>Brief Description/Purpose</b>                                                                                                                                                                                                        | Meadow Road Bridge Project Closeout                                     |                                                                                                                                  |
| 2.                 | <b>Public Policy Initiative</b><br>1. Youth & Education<br>2. Crime Prevention<br>3. Changes in City Government<br>4. Neighborhood Enhancement<br>5. Economic Development<br>6. Infrastructure and Transportation<br>7. Quality of Life | 6. Infrastructure and Transportation<br>7. Quality of Life              |                                                                                                                                  |
| 3.                 | <b>Who will be affected</b>                                                                                                                                                                                                             | Motorists along Meadow Road                                             |                                                                                                                                  |
| 4.                 | <b>Benefits</b>                                                                                                                                                                                                                         | Bridge replacement and street resurfacing project                       |                                                                                                                                  |
| 5.                 | <b>Schedule (beginning date)</b>                                                                                                                                                                                                        | Project Completed                                                       |                                                                                                                                  |
| 6.                 | <b>Location:</b><br>■ <b>WARD</b><br>■ <b>CITYWIDE (yes or no) (area)</b><br>■ <b>Project limits if applicable</b>                                                                                                                      | Meadow Road (Ward 2)                                                    |                                                                                                                                  |
| 7.                 | <b>Action implemented by:</b><br>■ <b>City Department</b> <input checked="" type="checkbox"/><br>■ <b>Consultant</b> <input type="checkbox"/>                                                                                           | Department of Public Works, Engineering Division                        |                                                                                                                                  |
| 8.                 | <b>COST</b>                                                                                                                                                                                                                             | Final Contract Cost: \$728,526.51<br>Final Payment Amount: \$149,065.28 |                                                                                                                                  |
| 9.                 | <b>Source of Funding</b><br>■ <b>General Fund</b> <input type="checkbox"/><br>■ <b>Grant</b> <input type="checkbox"/><br>■ <b>Bond</b> <input checked="" type="checkbox"/><br>■ <b>Other</b> <input type="checkbox"/>                   | Fund 157<br>Fund 372 (372 522 6824)                                     |                                                                                                                                  |
| 10.                | <b>EBO participation</b>                                                                                                                                                                                                                | ABE _____%<br>AABE _____%<br>WBE _____%<br>HBE _____%<br>NABE _____%    | WAIVER yes ___ no ___ N/A ___<br>WAIVER yes ___ no ___ N/A ___<br>WAIVER yes ___ no ___ N/A ___<br>WAIVER yes ___ no ___ N/A ___ |

Revised 2-04



**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Jordan Hillman  
Interim Director

**Date:** October 5, 2022

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the closeout of the Meadow Road bridge project. The final change order #1, an increase in cost of \$133,776.01, is due to a change in how the water line that crosses Hanging Moss Creek by the bridge was re-laid to cross the creek. Instead of attaching to the bridge, the water line was set on its own piers next to the bridge. The final change order #1 will be paid for out of Fund 372 Modernization Tax.

It is the recommendation of Public Works that this agenda item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.



**APPLICATION AND CERTIFICATION FOR PAYMENT**

Invoice #: 033122-3

Page 1 of 1

To Customer: City of Jackson  
P.O. Box 17  
Jackson, MS 39205

Via Engineer Crown Eng  
5269 Keele Street Suite C  
Jackson, MS 39206

Application No. 5 Final  
Period From: 5/1/2022  
Period To: 5/31/2022

Distribution to:

|            |
|------------|
| Owner      |
| Architect  |
| Contractor |
|            |
|            |
|            |

From Contractor: Hemphill Construction Company, Inc.  
P.O. Drawer 879  
H858 Hwy 48 South  
Florence, MS 39073

External Contract No.: NA  
Contract Date: 9/20/2021

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

|                                                        |               |
|--------------------------------------------------------|---------------|
| 1. Original Contract Sum.....                          | \$ 594,750.50 |
| 2. Net Change By Change Order.....                     | \$ 133,776.01 |
| 3. Contract Sum To Date.....                           | \$ 728,526.51 |
| 4. Work Completed To Date.....                         | \$ 728,526.51 |
| 5. Stored Materials Inventory.....                     | \$ 0.00       |
| 6. Total Completed and Stored To Date.....             | \$ 728,526.51 |
| 7. Retainage                                           |               |
| a. Maximum Retainage is in effect.....                 | \$ 0.00       |
| b. Securities are furnished in lieu of Retainage.....  | \$ 0.00       |
| c. Retainage on Work Completed to Date 2.50%.....      | \$ 0.00       |
| d. Retainage on Stored Materials Inventory 0.00 %..... | \$ 0.00       |
| e. Total Calculated Retainage.....                     | \$ 0.00       |
| f. Total Retainage To Be Withheld.....                 | \$ 0.00       |
| 8. Total Earned Less Retainage.....                    | \$ 728,526.51 |
| 9. Less Previous Certificates for Payment.....         | \$ 579,461.23 |
| 10. Current Payment Due.....                           | \$ 149,065.28 |
| 11. Balance to Finish, Plus Retainage.....             | \$ 0.00       |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hemphill Construction Company, Inc.

By: \_\_\_\_\_ Date: 6/9/2022

State of: Mississippi County of: Rankin

Subscribed and sworn to before me this 8th day of March, 2022.

Notary Public: *Amy L. Whiteley*  
My Commission expires January 12, 2023



**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED ..... \$149,065.28

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER: *[Signature]*

By: \_\_\_\_\_ Date: 6/16/22

OWNER:

Date:

| CHANGE ORDER SUMMARY                               | ADDITIONS           | DEDUCTIONS    |
|----------------------------------------------------|---------------------|---------------|
| Total changes approved in previous months by Owner | \$0.00              | \$0.00        |
| Total Approved this Month                          | \$133,776.01        | \$0.00        |
| <b>TOTALS</b>                                      | <b>\$133,776.01</b> | <b>\$0.00</b> |
| Net Changes By Change Order                        | \$133,776.01        |               |

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

Application and Certification for Payment, containing Engineer's signed certification, is attached. Tabulations below.

Invoice #: 033122-3

Contract: Meadow Road Bridge  
H21101/H21121  
0

Application No.: 5 Final  
Application Date: 6/9/2022  
Period From: 5/1/2022  
Period To: 6/31/2022  
External Contract No.: NA

| Item No. | Description of Item                                          | Contract Qty | Units   | Cost Per Unit | Total Cost Of Contract | Previous Quantity | Current Quantity | To Date Quantity | Previous Cost | Current Cost | Stored Materials | Total Cost To Date | Balance to Finish | Percent Complete |
|----------|--------------------------------------------------------------|--------------|---------|---------------|------------------------|-------------------|------------------|------------------|---------------|--------------|------------------|--------------------|-------------------|------------------|
| 1        | Mobilization                                                 | LS           | 1.00    | \$89,750.00   | \$89,750.00            | 1.00              | 0.00             | 1.00             | \$89,750.00   | \$0.00       | 0.00             | \$89,750.00        | \$0.00            | 100.00%          |
| 2        | Cleaning and Grubbing                                        | LS           | 1.00    | \$8,500.00    | \$8,500.00             | 1.00              | 0.00             | 1.00             | \$8,500.00    | \$0.00       | 0.00             | \$8,500.00         | \$0.00            | 100.00%          |
| 3        | Removal of Existing Bridge                                   | LS           | 1.00    | \$16,500.00   | \$16,500.00            | 1.00              | 0.00             | 1.00             | \$16,500.00   | \$0.00       | 0.00             | \$16,500.00        | \$0.00            | 100.00%          |
| 4        | Removal of Asphalt Pavement, All Depths                      | SY           | 200.00  | \$11.50       | \$2,300.00             | 200.00            | 0.00             | 200.00           | \$2,300.00    | \$0.00       | 0.00             | \$2,300.00         | \$0.00            | 100.00%          |
| 5        | Unclassified Excavation LVM                                  | CY           | 700.00  | \$12.25       | \$8,575.00             | 700.00            | 0.00             | 700.00           | \$8,575.00    | \$0.00       | 0.00             | \$8,575.00         | \$0.00            | 100.00%          |
| 6        | Borrow Excavation LVM Class 9                                | CY           | 0.00    | \$17.95       | \$0.00                 | 0.00              | 0.00             | 0.00             | \$0.00        | \$0.00       | 0.00             | \$0.00             | \$0.00            | #DIV/0!          |
| 7        | Steeding                                                     | AC           | 1.00    | \$1,000.00    | \$1,000.00             | 0.00              | 1.00             | 1.00             | \$0.00        | \$1,000.00   | 0.00             | \$1,000.00         | \$0.00            | 100.00%          |
| 8        | Vegetative Materials for Mulch                               | TON          | 1.00    | \$500.00      | \$500.00               | 0.00              | 1.00             | 1.00             | \$0.00        | \$500.00     | 0.00             | \$500.00           | \$0.00            | 100.00%          |
| 9        | Temporary Silt Fence Type II                                 | LF           | 0.00    | \$4.25        | \$0.00                 | 0.00              | 0.00             | 0.00             | \$0.00        | \$0.00       | 0.00             | \$0.00             | \$0.00            | #DIV/0!          |
| 10       | Wattles 20'                                                  | LF           | 250.00  | \$5.00        | \$1,250.00             | 250.00            | 0.00             | 250.00           | \$1,250.00    | \$0.00       | 0.00             | \$1,250.00         | \$0.00            | 100.00%          |
| 11       | Utility Work - Installation / Connection of New 12" DI Water | LS           | 1.00    | \$33,750.00   | \$33,750.00            | 1.00              | 0.00             | 1.00             | \$33,750.00   | \$0.00       | 0.00             | \$33,750.00        | \$0.00            | 100.00%          |
| 12       | Granular Material (LVM) Class 3 Group D                      | CY           | 0.00    | \$53.75       | \$0.00                 | 0.00              | 0.00             | 0.00             | \$0.00        | \$0.00       | 0.00             | \$0.00             | \$0.00            | #DIV/0!          |
| 13       | Crushed Stone Size #10 LVM                                   | TON          | 77.95   | \$60.00       | \$4,677.00             | 0.00              | 77.95            | 77.95            | \$0.00        | \$4,677.00   | 0.00             | \$4,677.00         | \$0.00            | 100.00%          |
| 14       | HMA Base Course BB-1                                         | TON          | 42.78   | \$137.50      | \$5,882.25             | 0.00              | 42.78            | 42.78            | \$0.00        | \$5,882.25   | 0.00             | \$5,882.25         | \$0.00            | 100.00%          |
| 15       | HBP Surface Course SC-1                                      | TON          | 771.13  | \$135.00      | \$104,102.55           | 0.00              | 771.13           | 771.13           | \$0.00        | \$104,102.55 | 0.00             | \$104,102.55       | \$0.00            | 100.00%          |
| 16       | Cold Milling of Bituminous Pavement, All Depths              | SY           | 0.00    | \$2.05        | \$0.00                 | 0.00              | 0.00             | 0.00             | \$0.00        | \$0.00       | 0.00             | \$0.00             | \$0.00            | #DIV/0!          |
| 17       | Asphalt Cement for Tack Coat                                 | GAL          | 1500.00 | \$4.50        | \$6,750.00             | 0.00              | 1500.00          | 1500.00          | \$0.00        | \$6,750.00   | 0.00             | \$6,750.00         | \$0.00            | 100.00%          |
| 18       | Maintenance of Traffic                                       | LS           | 1.00    | \$4,950.00    | \$4,950.00             | 0.75              | 0.25             | 1.00             | \$3,712.50    | \$1,237.50   | 0.00             | \$4,950.00         | \$0.00            | 100.00%          |
| 19       | Additional Construction Signs                                | SF           | 0.00    | \$10.00       | \$0.00                 | 0.00              | 0.00             | 0.00             | \$0.00        | \$0.00       | 0.00             | \$0.00             | \$0.00            | #DIV/0!          |
| 20       | 4" Wide Thermoplastic BS CW 60 Mils                          | MI           | 1.10    | \$4,050.00    | \$4,455.00             | 0.00              | 1.10             | 1.10             | \$0.00        | \$4,455.00   | 0.00             | \$4,455.00         | \$0.00            | 100.00%          |
| 21       | Two Way Yellow Reflective Raised Markers                     | EA           | 72.00   | \$11.50       | \$828.00               | 0.00              | 72.00            | 72.00            | \$0.00        | \$828.00     | 0.00             | \$828.00           | \$0.00            | 100.00%          |
| 22       | 4" Wide Thermoplastic TS Slip Yellow 90 Mils                 | LF           | 2860.00 | \$1.25        | \$3,575.00             | 0.00              | 2860.00          | 2860.00          | \$0.00        | \$3,575.00   | 0.00             | \$3,575.00         | \$0.00            | 100.00%          |

# CONTINUATION SHEET

Application and Certification for Payment, containing Engineer's signed certification, is attached. Tabulations below.

Invoice #:033122-3

Contract: Meadow Road Bridge  
H21101/H2121  
0

Application No.: 5 Final  
Application Date: 6/9/2022  
Period From: 5/1/2022  
Period To: 6/31/2022  
External Contract No.: NA

| Item No.                                                                        | Description of Item                             | Contract Qty | Units  | Cost Per Unit | Total Cost Of Contract | Previous Quantity | Current Quantity | To Date Quantity | Previous Cost | Current Cost | Stored Materials | Total Cost To Date | Balance to Finish | Percent Complete |
|---------------------------------------------------------------------------------|-------------------------------------------------|--------------|--------|---------------|------------------------|-------------------|------------------|------------------|---------------|--------------|------------------|--------------------|-------------------|------------------|
| 23                                                                              | ReflectORIZED Traffic Object Markers Enc Type 3 | EA           | 4.00   | \$300.00      | \$1,200.00             | 0.00              | 4.00             | 4.00             | \$0.00        | \$1,200.00   | 0.00             | \$1,200.00         | \$0.00            | 100.00%          |
| 24                                                                              | Test Pile                                       | EA           | 2.00   | \$6,250.00    | \$12,500.00            | 2.00              | 0.00             | 2.00             | \$12,500.00   | \$0.00       | 0.00             | \$12,500.00        | \$0.00            | 100.00%          |
| 25                                                                              | 14" Pressressed Concrete Piling                 | LF           | 550.00 | \$68.00       | \$37,400.00            | 550.00            | 0.00             | 550.00           | \$37,400.00   | \$0.00       | 0.00             | \$37,400.00        | \$0.00            | 100.00%          |
| 26                                                                              | 19' PC Conc Slab Unit 3.5' Int                  | EA           | 12.00  | \$3,950.00    | \$47,400.00            | 12.00             | 0.00             | 12.00            | \$47,400.00   | \$0.00       | 0.00             | \$47,400.00        | \$0.00            | 100.00%          |
| 27                                                                              | 31' PC Conc Slab Unit 3.5' Int                  | EA           | 6.00   | \$6,150.00    | \$36,900.00            | 6.00              | 0.00             | 6.00             | \$36,900.00   | \$0.00       | 0.00             | \$36,900.00        | \$0.00            | 100.00%          |
| 28                                                                              | 19' PC Conc Slab Unit 3.5' Ext                  | EA           | 4.00   | \$4,050.00    | \$16,200.00            | 4.00              | 0.00             | 4.00             | \$16,200.00   | \$0.00       | 0.00             | \$16,200.00        | \$0.00            | 100.00%          |
| 29                                                                              | 31' PC Conc Slab Unit 3.5' Ext                  | EA           | 2.00   | \$6,450.00    | \$12,900.00            | 2.00              | 0.00             | 2.00             | \$12,900.00   | \$0.00       | 0.00             | \$12,900.00        | \$0.00            | 100.00%          |
| 30                                                                              | PC Concrete Barrier Rail 19'                    | LF           | 76.00  | \$266.00      | \$20,140.00            | 76.00             | 0.00             | 76.00            | \$20,140.00   | \$0.00       | 0.00             | \$20,140.00        | \$0.00            | 100.00%          |
| 31                                                                              | PC Concrete Barrier Rail 31'                    | LF           | 62.00  | \$265.00      | \$16,430.00            | 62.00             | 0.00             | 62.00            | \$16,430.00   | \$0.00       | 0.00             | \$16,430.00        | \$0.00            | 100.00%          |
| 32                                                                              | 31' PC Conc Cap End Unit                        | EA           | 2.00   | \$7,450.00    | \$14,900.00            | 2.00              | 0.00             | 2.00             | \$14,900.00   | \$0.00       | 0.00             | \$14,900.00        | \$0.00            | 100.00%          |
| 33                                                                              | 31' PC Conc Cap Int Unit                        | EA           | 2.00   | \$7,450.00    | \$14,900.00            | 2.00              | 0.00             | 2.00             | \$14,900.00   | \$0.00       | 0.00             | \$14,900.00        | \$0.00            | 100.00%          |
| 34                                                                              | 9.25' PC Conc Wing                              | EA           | 4.00   | \$1,450.00    | \$5,800.00             | 4.00              | 0.00             | 4.00             | \$5,800.00    | \$0.00       | 0.00             | \$5,800.00         | \$0.00            | 100.00%          |
| 35                                                                              | Loose Riprap, 200 LB                            | TON          | 441.45 | \$63.25       | \$27,921.71            | 441.45            | 0.00             | 441.45           | \$27,921.71   | \$0.00       | 0.00             | \$27,921.71        | \$0.00            | 100.00%          |
| 36                                                                              | Grouted Riprap                                  | SY           | 250.00 | \$80.00       | \$20,000.00            | 250.00            | 0.00             | 250.00           | \$20,000.00   | \$0.00       | 0.00             | \$20,000.00        | \$0.00            | 100.00%          |
| 37                                                                              | Geotextile under Riprap Type V                  | SY           | 400.00 | \$2.85        | \$1,140.00             | 400.00            | 0.00             | 400.00           | \$1,140.00    | \$0.00       | 0.00             | \$1,140.00         | \$0.00            | 100.00%          |
| <b>Totals</b>                                                                   |                                                 |              |        |               |                        | \$0.00            |                  |                  | \$0.00        |              |                  |                    |                   |                  |
| Change Order NO. 1                                                              |                                                 |              |        |               | \$583,076.51           |                   |                  |                  | \$448,888.21  | \$134,207.30 | \$0.00           | \$583,076.51       | \$0.00            | 100.00%          |
| Utility Work - Relocate Permanent Water Line from EX. Bridge to Aerial Crossing |                                                 | LS           | 1      | \$145,450.00  | \$145,450.00           | 0.00              | 0.00             | 0.00             | \$145,450.00  | \$0.00       | \$0.00           | \$145,450.00       | \$0.00            | 100%             |
| <b>Change Order Totals</b>                                                      |                                                 |              |        |               | \$145,450.00           |                   |                  |                  | \$145,450.00  | \$0.00       | \$0.00           | \$145,450.00       | \$0.00            | 100%             |
| <b>Grand Totals</b>                                                             |                                                 |              |        |               | \$728,526.51           |                   |                  |                  | \$594,319.21  | \$134,207.30 | \$0.00           | \$728,526.51       | \$0.00            | 100.00%          |



# Change Order 1

Hemphill Construction Company, Inc.  
 PO Drawer 879  
 Florence, MS 39073

Distribution  Meadow Road Bridge Replacement  
  
 Office  Field  
 Other

**Project:** H21101- Meadow Road Bridge Replacement  
 PO Box 17  
 Jackson, MS 39205

**Contract Number:** H21101- Meadow Road Bridge Replacement  
 CO-1F Summary Change Order

**To (Contractor):** Hemphill Construction Company, Inc.  
 PO Drawer 879  
 Florence, MS 39073

**Change Order #:** 06/09/22

**Change Order Date :**

You are directed to make the following changes in this Contract:

| Contract Item                        | Units     | UM  | Description                                                                     | Unit Price | Amount            |
|--------------------------------------|-----------|-----|---------------------------------------------------------------------------------|------------|-------------------|
|                                      | -400.00   | CY  | Borrow Excavation LVM Class 9                                                   | 17,650.00  | -7,060.00         |
|                                      | -300.00   | LF  | Temporary Silt Fence Type II                                                    | 4,250.00   | -1,275.00         |
|                                      | -30.00    | CY  | Granular Material (LVM) Class 3 Group D                                         | 53,750.00  | -1,612.50         |
|                                      | 27.95     | TON | Crushed Stone Size 610 LVM                                                      | 60,000.00  | 1,677.00          |
|                                      | -12.22    | TON | HMA Base Course BB-1                                                            | 137,500.00 | -1,680.25         |
|                                      | 71.13     | TON | HBP Surface Course SC-1                                                         | 135,000.00 | 9,602.55          |
|                                      | -6,200.00 | SY  | Cold Milling of Bituminous Pavement, All Depths                                 | 2,050.00   | -12,710.00        |
|                                      | -100.00   | SF  | Additional Construction Signs                                                   | 10,000.00  | -1,000.00         |
|                                      | -50.00    | LF  | 14" Prestressed Concrete Piling                                                 | 68,000.00  | -3,400.00         |
|                                      | 91.45     | TON | Loose Riprap , 200 LB                                                           | 63,249.97  | 5,784.21          |
|                                      | 1         | LS  | Utility Work Relocated Permanent Water Line from Ex. Bridget to Aerial Crossing | 145,450.00 | 145,450.00        |
| <b>Total For Change Order: CO-1F</b> |           |     |                                                                                 |            | <b>133,776.01</b> |

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time

|                                                                 |                   |
|-----------------------------------------------------------------|-------------------|
| The original Contract Sum was .....                             | 594,750.50        |
| The net change by previously authorized Change Orders was ..... | 0.00              |
| The Contract Sum prior to this Change Order was .....           | 594,750.50        |
| The Contract Sum will be increased by this Change Order .....   | <u>133,776.01</u> |
| The new Contract Sum will be .....                              | 728,526.51        |

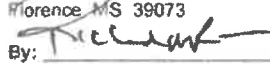
The Contract Time increase is 87 days for a total contract time of 177 days


**Authorized By Owner:**  
 City of Jackson  
 P.O. Box 17  
 Jackson MS 39205

**Accepted By Contractor:**  
 Hemphill Construction Company, Inc  
 PO Drawer 879  
 Florence MS 39073

**Architect/Engineer:**

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

By:   
 Date: 6/16/2022

By:   
 Date: 6/16/22



P.O. Drawer 879  
Florence, MS 39073-0879

Phone: 601-932-2060  
Fax: 601-932-2550

Municipal & Public Works Construction

Heavy & Highway Construction

**WARRANTY**

Owner: City of Jackson  
P.O. Box 17  
Jackson, MS 39205

Prime Contractor: Hemphill Construction Company, Inc.  
P.O. Drawer 879  
Florence, MS 39073

Project: Meadow Road Bridge

Completion Date: June 1, 2022

Hemphill Construction Company, Inc. hereby warrants that all labor and materials furnished and work performed by the Hemphill Construction Company, Inc. on the above referenced project are in accordance with the requirements of the contract, including amendments thereto, for a period of one (1) year following the completion date and written acceptance by the Owner. Hemphill Construction shall make good any defects at no expense to the Owner for this period.

Stephen Smith  
Project Manager

Subscribed and sworn to me this date:

9th day of June, 2022.

  
Notary Amy L. Whiteley

My Commission Expires January 12, 2023



*The difficult we do immediately, the impossible takes a little longer!*



# Document G706™ – 1994

## Contractor's Affidavit of Payment of Debts and Claims

|                                                                                                   |                                           |                                            |
|---------------------------------------------------------------------------------------------------|-------------------------------------------|--------------------------------------------|
| <b>PROJECT:</b> <i>(Name and address)</i><br>Meadow Road Bridge                                   | <b>ARCHITECT'S PROJECT NUMBER:</b>        | <b>OWNER</b> <input type="checkbox"/>      |
|                                                                                                   | <b>CONTRACT FOR:</b> General Construction | <b>ARCHITECT</b> <input type="checkbox"/>  |
|                                                                                                   |                                           | <b>CONTRACTOR</b> <input type="checkbox"/> |
| <b>TO OWNER:</b> <i>(Name and address)</i><br>City of Jackson<br>P.O. Box 17<br>Jackson, MS 39205 | <b>CONTRACT DATED:</b> September 20, 2021 | <b>SURETY</b> <input type="checkbox"/>     |
|                                                                                                   |                                           | <b>OTHER</b> <input type="checkbox"/>      |

**STATE OF:** Mississippi  
**COUNTY OF:** Rankin

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

**EXCEPTIONS:** None.

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate Attachment  Yes  No

*The following supporting documents should be attached hereto if required by the Owner:*

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

**CONTRACTOR:** *(Name and address)*

Hemphill Construction Company, Inc.  
P.O. Drawer 879  
Florence, MS 39073

BY

*(Signature of authorized representative)*

Stephen Smith, Project Manager

*(Printed name and title)*

Subscribed and sworn to before me on this date:

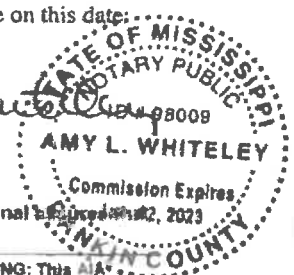
June 9, 2022

Notary Public

Amy L. Whiteley

My Commission Expires:

January 12, 2023



**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original of this document changes will not be obscured.

 **AIA® Document G706A™ – 1994**

**Contractor's Affidavit of Release of Liens**

|                                                                                                   |                                           |                                     |
|---------------------------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------|
| <b>PROJECT:</b> <i>(Name and address)</i><br>Meadow Road Bridge                                   | <b>ARCHITECT'S PROJECT NUMBER:</b>        | <input type="checkbox"/> OWNER      |
|                                                                                                   | <b>CONTRACT FOR:</b> General Construction | <input type="checkbox"/> ARCHITECT  |
|                                                                                                   |                                           | <input type="checkbox"/> CONTRACTOR |
| <b>TO OWNER:</b> <i>(Name and address)</i><br>City of Jackson<br>P.O. Box 17<br>Jackson, MS 39205 | <b>CONTRACT DATED:</b> September 20, 2021 | <input type="checkbox"/> SURETY     |
|                                                                                                   |                                           | <input type="checkbox"/> OTHER      |

**STATE OF:** Mississippi  
**COUNTY OF:** Rankin

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

**EXCEPTIONS:** Payment of \$145,065.28 on Payment Application No. 5 Final.

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**CONTRACTOR:** *(Name and address)*

Hemphill Construction Company, Inc.  
P.O. Drawer 879  
Florence, MS 39073

**BY:**



*(Signature of authorized representative)*

**Stephen Smith, Project Manager**

*(Printed name and title)*

Subscribed and sworn to before me on this date:

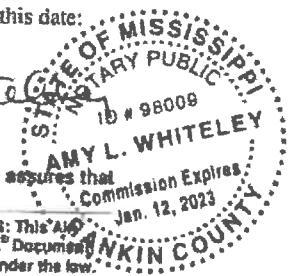
June 9, 2022

Notary Public:

  
Amy L. Whiteley

My Commission Expires:

January 12, 2023



**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

AIA DOCUMENT G707

FEDERAL INSURANCE COMPANY BOND NO. K40298198

PROJECT: Meadow Road Bridge Replacement and Roadway Improvements Project

TO (Owner)  
City of Jackson  
P O Box 17  
Jackson MS 39205

ARCHITECT'S PROJECT NO.:  
CONTRACT FOR: SAME AS ABOVE  
CONTRACT DATE: August 23, 2021

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

FEDERAL INSURANCE COMPANY  
P O Box 1650  
Whitehouse Station NJ 08889-1650

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Hemphill Construction Company, Inc.  
P O Drawer 879  
Florence, MS 39073-0879

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Jackson  
P O Box 17  
Jackson MS 39205

, OWNER

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this 10 day of June, 2022.

FEDERAL INSURANCE COMPANY  
Surety Company

*Mary Anne Goodin*  
Signature of Authorized Representative

Mary Anne Goodin  
Title: Attorney In Fact

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

CONSENT OF SURETY COMPANY TO FINAL PAYMENT, APRIL 1970 EDITION, AIA ©  
© 1970, THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW, WASHINGTON, D.C. 20006

ONE PAGE

FORM 15-10-87 (ED. 4-77)



# CHUBB

## Power of Attorney

### Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1<sup>st</sup> day of August, 2019.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

On this 1<sup>st</sup> day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority, and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316885  
Commission Expires July 16, 2024

*Katherine J. Adelaar*

Notary Public

#### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this June 10, 2022



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



**ORDER GRANTING A VARIANCE FROM THE CITY OF  
JACKSON SUBDIVISION ORDINANCE FOR WATER PIPE  
MATERIAL STANDARDS**

OFFICE OF THE CITY ATTORNEY  
10/16/2022  
TSW

**WHEREAS**, VLP, LLC proposes to subdivide certain property to construct the Village at Livingston, a new subdivision within the City of Jackson; and

**WHEREAS**, the developer desires to use C-900 water pipe with a tracer wire in lieu of ductile iron water pipe specified in the Subdivision Ordinance due to delays in production of ductile iron water pipe; and

**WHEREAS**, the Director of the Public Works Department and the Director of the Planning Department have both reviewed the request for a variance by VLP, LLC and recommend that the variance be granted.

**IT IS HEREBY ORDERED** that VLP, LLC be granted a variance from the City of Jackson Subdivision Ordinance requirements to install ductile iron water pipe and instead be allowed to install C-900 water pipe or equivalent along with a tracer wire with said water pipe, tracer wire, and related work meeting construction specifications to be approved by the City Engineer.

Agenda Item No. 35  
Agenda Date October 11, 2022  
(Hillman, Lumumba)


Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 179  
Jackson, Mississippi 39201-2779  
Telephone: (601) 960-1795  
Facsimile: (601) 960-1750  
10/6/22

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER GRANTING A VARIANCE FROM THE CITY OF JACKSON SUBDIVISION ORDINANCE FOR WATER PIPE MATERIAL STANDARDS** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria P. Martin, *CITY ATTORNEY*  
Terry Williamson, *Legal Counsel*

10/6/22  
\_\_\_\_\_  
DATE

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

**October 5, 2022**

**DATE**

| <b>P O I N T S</b> |                                                                                                                                                                                                                                                                                                                                | <b>C O M M E N T S</b>                                                                                                                                                                                                                    |  |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1.                 | <b>Brief Description/Purpose</b>                                                                                                                                                                                                                                                                                               | ORDER GRANTING A VARIANCE FROM THE CITY OF JACKSON SUBDIVISION ORDINANCE FOR WATER PIPE MATERIAL STANDARDS                                                                                                                                |  |
| 2.                 | <b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol> | 6 Infrastructure and Transportation<br>7 Quality of Life                                                                                                                                                                                  |  |
| 3.                 | <b>Who will be affected</b>                                                                                                                                                                                                                                                                                                    | The Village at Livingston                                                                                                                                                                                                                 |  |
| 4.                 | <b>Benefits</b>                                                                                                                                                                                                                                                                                                                | Allows for substitution of water pipe materials                                                                                                                                                                                           |  |
| 5.                 | <b>Schedule (beginning date)</b>                                                                                                                                                                                                                                                                                               | Upon Council approval                                                                                                                                                                                                                     |  |
| 6.                 | <b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>                                                                                                                                                                       | The Village at Livingston (Ward 3)                                                                                                                                                                                                        |  |
| 7.                 | <b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input checked="" type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>                                                                                                                                           | City of Jackson, Department of Public Works, Engineering Division                                                                                                                                                                         |  |
| 8.                 | <b>COST</b>                                                                                                                                                                                                                                                                                                                    | N/A                                                                                                                                                                                                                                       |  |
| 9.                 | <b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input checked="" type="checkbox"/></li> </ul>                                                                     | N/A                                                                                                                                                                                                                                       |  |
| 10.                | <b>EBO participation</b>                                                                                                                                                                                                                                                                                                       | ABE _____ % WAIVER yes ___ no ___ N/A _____<br>AABE _____ % WAIVER yes ___ no ___ N/A _____<br>WBE _____ % WAIVER yes ___ no ___ N/A _____<br>HBE _____ % WAIVER yes ___ no ___ N/A _____<br>NABE _____ % WAIVER yes ___ no ___ N/A _____ |  |



**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Jordan Hillman  
Interim Director

**Date:** October 5, 2022

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda granting a variance from the subdivision ordinance for water line materials at the Village at Livingston. City standards and the subdivision ordinance have long required ductile iron water pipe. However, there is a long production delay on ductile iron pipe. The developer of the Village at Livingston proposes to use a C-900 pipe with tracer wire, which has been used in neighboring cities. The City Engineer recommends approval of the variance subject to construction standards and material submittals for the pipe, tracer wire, and related items being approved by the City Engineer.

If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSISSIPPI, TO EXECUTE A LETTER OF ENGAGEMENT WITH THE MAY LAW FIRM, PLLC, JACKSON, MISSISSIPPI, AND WATKINS & EAGER PLLC, JACKSON, MISSISSIPPI, ON BEHALF OF THE CITY, AS CO-BOND COUNSEL FOR THE CITY IN CONNECTION WITH ASSISTING THE CITY IN THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS OF THE CITY IN REGARD TO THE FONDREN HOSPITALITY PROJECT; AND FOR RELATED PURPOSES.**

**WHEREAS**, the City of Jackson, Mississippi (“City”) desires specialized legal expertise in the area of tax increment financing as set forth in Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the “Act”); and

**WHEREAS**, The May Law Firm, PLLC, Jackson, Mississippi, and Watkins & Eager PLLC, Jackson, Mississippi, as Co-Bond Counsel (the “Co-Bond Counsel”), have the expertise and ability to represent the City in connection with the issuance of tax increment financing revenue bonds of the City (the “Bonds”) in regard to the City’s Fondren Hospitality Project (the “Project”) described in the *Tax Increment Financing Plan for the Fondren Hospitality Project, April 2018*, previously approved by order of the City (the “TIF Plan”); and

**WHEREAS**, Co-Bond Counsel have experienced attorneys in multiple areas of legal practice with an understanding of tax, public and private partnerships, and finance to provide the City with advice and counsel for the issuance of the Bonds for the Project; and

**WHEREAS**, Co-Bond Counsel are willing to perform work related to the Project, to include the following scope of engagement:

- to assist the City in reviewing the terms and conditions of the Bonds contemplated for the Project in the TIF Plan; and
- if advisable, to assist the City in issuing the Bonds for the Project; and

**WHEREAS**, Co-Bond Counsel will perform services for the City at a fee not to exceed 3% of the principal amount of the Bonds actually issued in connection with the Project.

**IT IS THEREFORE ORDERED** by the City Council of the City that the Mayor of the City is authorized to execute a letter of engagement, in substantially the form attached hereto as **Attachment A**, to retain Co-Bond Counsel, primarily to include Regina R. Quinn, Esq., and John R. May, Jr., of The May Law Firm, PLLC, and Brad C. Davis, Esq., of Watkins & Eager PLLC, as relationship partners, to provide legal services in the area of tax increment financing for the Project.

Agenda Item No. 36  
Agenda Date October 11, 2022  
(C.Martin, Lumumba)

Following the reading of the foregoing order and discussion thereof, Councilperson \_\_\_\_\_ moved and Councilperson \_\_\_\_\_ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

|                                  |              |
|----------------------------------|--------------|
| Councilman Aaron Banks           | voted: _____ |
| Councilman Ashby Foote           | voted: _____ |
| Councilman Brian C. Grizzell     | voted: _____ |
| Councilwoman Angelique C. Lee    | voted: _____ |
| Councilwoman Virgi Lindsay       | voted: _____ |
| Councilman Kenneth I. Stokes     | voted: _____ |
| Councilman Vernon W. Hartley Sr. | voted: _____ |

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, \_\_\_\_\_, 2022.

**City of Jackson, Mississippi**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(seal)



**Attachment A**

**Letter of Engagement for Co-Bond Counsel**

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSISSIPPI, TO EXECUTE A LETTER OF ENGAGEMENT WITH THE MAY LAW FIRM, PLLC, JACKSON, MISSISSIPPI, AND WATKINS & EAGER PLLC, JACKSON, MISSISSIPPI, ON BEHALF OF THE CITY, AS CO-BOND COUNSEL FOR THE CITY IN CONNECTION WITH ASSISTING THE CITY IN THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS OF THE CITY IN REGARD TO THE FONDREN HOSPITALITY PROJECT; AND FOR RELATED PURPOSES** is legally sufficient for placement in NOVUS Agenda.



**Catoria Martin, City Attorney**

10/6/22  
Date

WATKINS & EAGER

Attorneys and Counselors at Law

est. 1895

Mailing Address:  
P.O. Box 650  
Jackson, Mississippi 39205  
Telephone: (601) 965-1900  
Facsimile: (601) 965-1901

Brad C. Davis  
Direct dial: 601-965-1901  
E-mail: [bdavis@watkinseager.com](mailto:bdavis@watkinseager.com)

October 11, 2022

**VIA EMAIL**

Catoria P. Martin, Esq.  
City Attorney  
City of Jackson, Mississippi  
455 East Capitol Street  
Jackson, Mississippi 39201

Re: Letter of Engagement re: City of Jackson, Mississippi (the "City")  
Tax Increment Financing Revenue Bonds for the Fondren Hospitality Project

Dear Attorney Martin:

This letter is to set forth the scope of our engagement and to specify the responsibilities which Watkins & Eager PLLC, Jackson, Mississippi, assume with John R. May, Jr., Esq., and Regina R. Quinn, Esq., of The May Law Firm, PLLC, Jackson, Mississippi (together, "Co-Bond Counsel", for the City, in connection with the proposed issuance by the City of the Tax Increment Financing Revenue Bonds (the "Bonds") for the Fondren Hospitality Project (the "Project") described in the *Tax Increment Financing Plan for the Fondren Hospitality Project, April 2018*, previously approved by order of the City (the "TIF Plan").

We will undertake to draft the usual documents associated with the issuance of the Bonds for the Project. In addition, we will render our approving legal opinion with respect to the Bonds, which will be delivered to the City and the purchaser of the Bonds on the date of closing. This opinion will primarily address the validity of the Bonds, the proceedings under which the Bonds are issued, and the exemption from state income taxation of the interest to be paid on the Bonds. To the extent that it is determined that the Bonds may be issued as tax-exempt bonds under the Internal Revenue Code of 1986, as amended (the "Code"), documents pertaining to the issuance of the Bonds and such opinion will also address the treatment of interest on the Bonds under the Code. We will also draft the customary closing papers for the Bonds, although we do not assume responsibility for verifying the accuracy or completeness of facts certified by others, nor do we assume responsibility for examining legal questions on which other participating attorneys are asked to opine.

We estimate that the fee for our services as Co-Bond Counsel in this matter, which we agree not to exceed without discussion with you, will not exceed 3% of the maximum principal amount of the Bonds actually issued. The City will also be billed for reimbursement of our expenses incurred in connection with this matter, which expenses typically include telephone, travel, photocopy, and delivery service charges. We estimate that such expenses will be not more than \$3,000, although we reserve the right to revise such estimate at any time prior to the actual

closing and delivery of the Bonds as a result of circumstances not known on this date. As always, we will attempt to minimize any expenses incurred in connection with this issue and, at the time of submission of our final statement for services rendered and expenses incurred, will be glad to provide a detailed statement of any expenses reflected on our statement.

In connection with the services set forth above, the amount of our fee and our expense estimate set forth herein assumes that the information and documentation that is to be provided to us by the City will be provided upon request within a reasonable amount of time so as not to occasion otherwise unnecessary expenditures of time and effort on our part. Such fee and expenses related to the issuance of the Bonds, and the subsequent issuance of any authorized, but unissued, Bonds shall be covered by subsequent arrangements.

From time to time our firms represents clients in connection with a variety of unrelated matters in which the City is involved. These matters may include, but are not limited to, proceedings before the various federal, state, and local governing bodies and boards, agencies, and commissions in which the interest of our clients are adverse to the City. We have reviewed the relationship between our responsibilities as Co-Bond Counsel (which will primarily consist of drafting documents, consulting as to debt options and responsibilities, and rendering one or more opinions with respect to the Bonds) and our representation of other clients, in unrelated matters as described above, and we have concluded that the performance of our responsibilities as Co-Bond Counsel will not be affected by our representation of other clients.

It is our understanding that the City consents to or waives any conflict of interest which may arise as a result of any current representations in unrelated matters and future representations similar to those described above. Your acceptance of this engagement letter will evidence that consent.

Please confirm that the foregoing scope of engagement and fee arrangement is acceptable to the City by an entry in the minutes of the City. We will begin work in coordination with the City upon receipt of an executed copy of this letter of engagement.

Please contact us if additional information is desired or if the matters discussed herein need further discussion.

Sincerely,

**Watkins & Eager PLLC**

**The May Law Firm, PLLC**

cc: Chokwe Antar Lumumba, *Mayor*  
Angela Harris, *City Clerk*

**Approved and Accepted:**

**City of Jackson, Mississippi**

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

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



CPM  
OFFICE OF THE CITY ATTORNEY  
*[Signature]*

**ORDER AUTHORIZING PAYMENT TO CANDACE SEALS AS FULL AND COMPLETE SETTLEMENT OF CLAIM.**

**WHEREAS**, Candace Seals was involved in an auto accident on May 19, 2022 with a city employee which resulted in personal injury and property damage.

**IT IS HEREBY ORDERED** that payment in the amount of \$10,106.21 be made to Candice Seals as full and complete settlement of her personal injury and property claim for damages due to a motor vehicle accident that occurred on May 19, 2022.

Agenda Item No. 37  
Agenda Date October 11, 2022  
(C.Martin, Lumumba)

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  
*Carrie Johnson*


## OFFICE OF THE CITY ATTORNEY

---

This **ORDER AUTHORIZING PAYMENT TO CANDACE SEALS AS FULL AND COMPLETE SETTLEMENT OF CLAIM.** is legally sufficient for placement in NOVUS Agenda.



**Catoria Martin**, *City Attorney*



**Carrie Johnson**, *Senior Deputy City Attorney*

10/5/22

DATE

10/5/2022

DATE



**MEMO**

**TO: Chokwe Antar Lumumba, Mayor  
City of Jackson**

**DATE: September 15, 2022**

**RE: Settlement of Claim for Candace Seals-14602**

---

On or about 5/19/22 Mrs. Candace Seal's, driving her 2016 Nissan Altima, was traveling south in the left lane on North West Street near Ridgeway Street. At the same time City of Jackson employee Ricky Ross, driving PT-637 (pickup truck), was traveling in the same direction in the right lane. Stray dogs in the roadway caused Mr. Ross to swerve into Mrs. Seals' lane causing physical injury and property damage.

Pursuant to investigation by the Risk Management division and review of claim by the Legal Department/Carrie Johnson, Senior Deputy City Attorney, it is hereby recommended that the City settles Mrs. Seals personal injury and property claim for \$10,106.21.



**Carrie Johnson, Senior Deputy City Attorney  
Office of the City Attorney**

**Attachments**

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

09/15/2022

**DATE**

| <b>P O I N T S</b> |                                                                                                                                                                                                                 | <b>C O M M E N T S</b>                                                                                    |         |        |         |        |     |          |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|---------|--------|---------|--------|-----|----------|
| 1.                 | <b>1. Brief Description/Purpose</b>                                                                                                                                                                             | <b>ORDER AUTHORIZING PAYMENT OF \$10,106.21 TO CANDACE SEALS AS FULL AND COMPLETE SETTLEMENT OF CLAIM</b> |         |        |         |        |     |          |
| 2.                 | <b>Public Policy Initiative</b><br>2. Crime Prevention<br>3. Changes In City Government<br>4. Neighborhood Enhancement<br>5. Economic Development<br>6. Infrastructure and Transportation<br>7. Quality of Life | N/A                                                                                                       |         |        |         |        |     |          |
| 3.                 | <b>Who will be affected</b>                                                                                                                                                                                     | City of Jackson                                                                                           |         |        |         |        |     |          |
| 4.                 | <b>Benefits</b>                                                                                                                                                                                                 | N/A                                                                                                       |         |        |         |        |     |          |
| 5.                 | <b>Schedule (beginning date)</b>                                                                                                                                                                                | N/A                                                                                                       |         |        |         |        |     |          |
| 6.                 | <b>Location:</b><br>▪ WARD<br><br>▪ CITYWIDE (yes or no) (area)<br><br>▪ Project limits if applicable                                                                                                           | N/A                                                                                                       |         |        |         |        |     |          |
| 7.                 | <b>Action implemented by:</b><br>▪ City Department <input checked="" type="checkbox"/><br>▪ Consultant <input type="checkbox"/>                                                                                 | Office of the City Attorney                                                                               |         |        |         |        |     |          |
| 8.                 | <b>COST</b>                                                                                                                                                                                                     | \$10,106.21                                                                                               |         |        |         |        |     |          |
| 9.                 | <b>Source of Funding</b><br>▪ General Fund <input checked="" type="checkbox"/><br>▪ Grant <input type="checkbox"/><br>▪ Bond <input type="checkbox"/><br>▪ Other <input type="checkbox"/>                       |                                                                                                           |         |        |         |        |     |          |
| 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> |

THE CITY OF  
**JACKSON**  
MISSISSIPPI  
**OFFICE OF THE CITY ATTORNEY**  
Risk Management Division

September 15, 2022

Candace Seals  
3007 Autumn Place S. Apt C  
Jackson, MS 39212

**RE: Request for Damages against the City of Jackson**  
**Claim Number: 14602**  
**Date of Incident: 5/19/2022**  
**Description of Claim: Vehicle Damage**

Dear Mrs. Seals:

On June 9, 2022, the Risk Management Division received your claim regarding damage allegedly sustained to your property on May 19, 2022. The claim has been investigated, and the Risk Management Division hereby indicates a willingness to recommend that the governing authorities settle the claim for the sum of \$10,106.21. The settlement recommendation is subject to the approval of the governing authorities for the City of Jackson.

The Risk Management Division willingness to recommend settlement of the claim should not be construed as an admission of liability. The recommendation for the settlement stems from a recognition that the City's best interest would be served by settlement as oppose to litigation. Moreover, the Risk Management Division willingness to recommend settlement of the claim should *not* be construed as a waiver of any requirement contained within the provisions of the Mississippi Tort Claims Act, including but not limited to the filing of a Notice of Claim or the time for filing suit.

Assuming the governing authorities consent and approve settlement by the payment of the above stated sum, we will require you to sign a release. You may be also required to complete a W9 form for processing of the settlement proceeds. Please acknowledge by signature below your receipt and understanding of the contents of this letter and return to the Risk Management Division. If you have any questions, please feel free to contact me at 601-960-1039.

Sincerely,



MacDarrell Poullard, Risk Manager for Claims Supervisor Valerie Coleman  
Risk Management Division

**Acknowledgement and Receipt Section**

I, Candace Seals, certify that I have read and understand the contents stated in this letter. I hereby accept the amount offered herein to settle my claim with the understanding that said offer of settlement is contingent upon the consent and approval of the governing authorities of the City of Jackson.

Signature

9/15/2022

Date



**Risk Management Division  
REPORT OF PROPERTY DAMAGE  
OR PERSONAL INJURY FORM**

218 South President Street  
Jackson, MS 39201  
Office: 601-960-1039

**I. Loss Information:**

Name of Claimant: Candace Seals *vashun202@gmail.com* Telephone Number(s): 601 672 8564  
 Name of Owner: Candace Seals Telephone Number(s): 601 672-8564  
 Address: 3007 Autumn Pl. S. Apt #C City Jackson State MS Zip Code: 39219  
 Date of Loss: 5/19/82 Time of Loss: 09:07  AM  PM  
 Describe what happened: a city vehicle hit me try to avoid hitting a dog. He told me it was me or the dog so he hit my car  
 Location of Loss: West St and Ridgeway Police Case Number: 2022-056459

**II. Pothole/Utility Cut (Please complete Section II and IV)**

Location/Address: \_\_\_\_\_ Direction of Travel:  North  South  East  West  
 Left Lane  Right Lane  
 Nearest Intersecting Street: \_\_\_\_\_

**III. Automobile Accident With A City Vehicle (Please complete Section II & IV):**

Name of City Driver: Ricky Ross Vehicle Number: \_\_\_\_\_ Tag Number: G42382  
 Description of City Vehicle Involved: City of Jackson

If injuries are involved, please complete the following: (If additional space is needed, please attach a separate sheet).

Name of Injured Party: Candace Seals Telephone Number(s): 601 672 8564  
 Address: 3007 Autumn Pl. S. Apt #C Jxn. Ms. 39219

Describe Injury: Back  
 Where did injured party seek medical treatment? UNMC

Witness/Passenger: (If additional space is needed, please attach a separate sheet). JU

Witness Name: \_\_\_\_\_ Telephone Number(s): \_\_\_\_\_  
 Address: \_\_\_\_\_ RISK MANA

**IV. Vehicle/Property Information (Please attach any photos, estimates, receipts)**

Vehicle Year/Make/Model 2016 Nissan Altima Vehicle Mileage: 145881

Describe Property Damage: (Building, Home, Etc.) front fender, driver door, passenger door, trunk

**Personal Insurance Coverage:**

Do you possess any type of insurance coverage (automobile, homeowners, flood, etc.) that may cover this loss?  Yes  No

If yes, please list the name(s) of Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Telephone Number(s): \_\_\_\_\_

Do you plan to file this on your personal insurance policy?  Yes  No If yes, when? \_\_\_\_\_

I certify that the information provided on this claim form is true and complete. I understand that false or misleading information provided will disqualify my claim for payment. I further understand that my claim will be processed in accordance with the Mississippi Tort Claims Act.

Person completing this form: Candace Seals

Date form completed: 5/25/82

Signature: Candace Seals (Please Print)

Date: 5/25/82

MAIL TO: City of Jackson, Risk Management Division, P.O. Box 17 Jackson, MS 39205-0017

Distribution: WHITE COPY Risk Management Division

YELLOW COPY Claimant

VC 6/9/82

**J.D. POWER**



NADAGuides Value Report 7/5/2022

**2016 Nissan Altima  
Sedan 4D SL I4**

↔ CHANGE CAR ⊕ COMPARE

**Values**

|                  | Rough Trade-In | Average Trade-In | Clean Trade-In | Clean Retail |
|------------------|----------------|------------------|----------------|--------------|
| Base Price       | \$11,950       | \$13,200         | \$14,225       | \$16,750     |
| Mileage (0)      | N/A            | N/A              | N/A            | N/A          |
| Total Base Price | \$11,950       | \$13,200         | \$14,225       | \$16,750     |

**Options**

| Price + Options | \$11,950 | \$13,200 | \$14,225 | \$16,750 |
|-----------------|----------|----------|----------|----------|
|-----------------|----------|----------|----------|----------|

Sell my car fast. Get Offer:



1:40



## Transaction Detail

**-\$290.73**

**U Save Car and Truck Ren Msu**

ORIGINAL DESCRIPTION

**U-SAVE CAR AND 7512 607-9578728  
MS 39211 3863**

TRANSACTION DATE

**6/29/2022**

POSTED DATE

**7/01/2022**

ACCOUNT

**LIFEGREEN EACCESS ACCOUNT  
\*7805**

CARD USED

**Ending in 3863**

1:40



## Transaction Detail

**-\$117.61**

**U Save Car and Truck Ren Msu**

ORIGINAL DESCRIPTION

**U-SAVE CAR AND 7512 607-9578728**

**MS 39211 3863**

TRANSACTION DATE

**6/24/2022**

POSTED DATE

**6/27/2022**

ACCOUNT

**LIFEGREEN EACCESS ACCOUNT**

**\*7805**

CARD USED

**Ending in 3863**



3:35 ↗



4105 Washington Street  
Vicksburg MS 39180-5289  
United States  
+1 601 638 3866

---

### GUEST INFORMATION

---

|               |                     |
|---------------|---------------------|
| PRIMARY GUEST | Candace Seals       |
| EMAIL         | vashun202@gmail.com |
| PHONE         | +16016728564        |

---

### SUMMARY OF CHARGES

---

|                             |                 |
|-----------------------------|-----------------|
| Full-size, \$75.71 /day x 7 | \$529.97        |
| Taxes and fees              | \$58.31         |
| Due at pickup               | <b>\$588.28</b> |

---

### MILEAGE POLICY

Unlimited Free Miles Included

[Read full agency rental policy](#)

AA

🔒 kayak.com



SMITH BROTHERS BODY SHOP, INC  
521 SOUTH FARISH STREET  
JACKSON, MS 39201  
PHONE: (601)353-5217 FAX: (601)353-4627  
TAX ID # 640678842

\*\*\* PRELIMINARY ESTIMATE \*\*\*

06/10/2022 09

Owner

Owner: CANDATE

Inspection

Inspection Date: 06/10/2022 09:29 AM  
Primary Impact: Front

Inspection Type:  
Secondary Impact:

Repairer

Repairer: SMITH BROTHERS BODY SHOP  
INC

Address: 521 SOUTH FARISH STREET

City State Zip: JACKSON, MS 39201

Email: smuck.smith55@yahoo.com

Contact:

Work/Day: (601)353-5217  
Home/Evening: (601)353-5218  
FAX: (601)353-4627

Target Complete Date/Time:

Days To Repair: 16

Vehicle

2016 Nissan Altima 2.5 4 DR Sedan  
4cyl Gasoline 2.5 DOHC  
Continuously Variable Tr

Lic Expire:  
Veh Insp#:   
Condition:  
Ext. Refinish: Two-Stage

VIN: 1N4AL3AP5GN35230B  
Mileage Type: Actual  
Code: Z1943A  
Int. Refinish: Two-Stage

Options

1st Row LCD Monitor(s)  
Air Conditioning  
Bucket Seats  
Driver Information Sys  
Electric Steering  
Intermittent Wipers  
Lighted Entry System  
Perimeter Alarm System  
Power Mirrors  
Rear Window Defroster  
Smoker's Package  
Steering Wheel Radio Control  
Tilt & Telescopic Steer  
Traction Control System  
Wireless Audio Streaming

2nd Row Head Airbags  
Anti-Lock Brakes  
Center Console  
Dual Airbags  
Halogen Headlights  
Keyless Entry System  
MP3 Decoder  
Power Brakes  
Power Windows  
Rem Trunk-L/Gate Release  
Split Folding Rear Seat  
Tachometer  
Tinted Glass  
Trip Computer  
Wireless Phone Connect

AM/FM CD Player  
Auxiliary Audio Input  
Compact Spare Tire  
Elect. Stability Control  
Head Airbags  
Keyless Ignition System  
Overhead Console  
Power Door Locks  
Pwr Accessory Outlet(s)  
Side Airbags  
Steel Wheels  
Theft Deterrent System  
Tire Pressure Monitor  
Velour/Cloth Seats

06/10/2022 09:41 AM

SMITH BROTHERS BODY SHOP, INC.  
521 SOUTH FARISH STREET  
JACKSON, MS 39201  
PHONE: (601)353-5217 FAX: (601)353-4627  
TAX ID # 840878842

\*\*\* PRELIMINARY ESTIMATE \*\*\*

08/10/2022 09:29 AM

Owner

Owner: CANDATE

Inspection

Inspection Date: 08/10/2022 09:29 AM  
Primary Impact: Front

Inspection Type:  
Secondary Impact:

Repairer

Repairer: SMITH BROTHERS BODY SHOP  
INC

Address: 521 SOUTH FARISH STREET

City/State/Zip: JACKSON, MS 39201

Email: chuck.smith55@yahoo.com

Contact:

Work/Day: (601)353-5217  
Home/Evening: (601)353-5218  
FAX: (601)353-4627

Target Complete Date/Time:

Days To Repair: 16

Vehicle

2016 Nissan Altima 2.5 4 DR Sedan  
4cyl Gasoline 2.5 DOHC  
Continuously Variable Tr

Lic Expire:  
Veh Insep#:  
Condition:  
Ext Refinish: Two-Stage

VIN: 1N4AL3AP5GN352308  
Mileage Type: Actual  
Code: Z1943A  
Int. Refinish: Two-Stage

Options

1st Row LCD Monitor(s)  
Air Conditioning  
Bucket Seats  
Driver Information Sys  
Electric Steering  
Intermittent Wipers  
Lighted Entry System  
Perimeter Alarm System  
Power Mirrors  
Rear Window Defroster  
Smoker's Package  
Steer Wheel Radio Control  
Tilt & Telescopic Steer  
Traction Control System  
Wireless Audio Streaming

2nd Row Head Airbags  
Anti-Lock Brakes  
Center Console  
Dual Airbags  
Halogen Headlights  
Keyless Entry System  
MP3 Decoder  
Power Brakes  
Power Windows  
Rem Trunk-L/Gate Release  
Split Folding Rear Seat  
Tachometer  
Tinted Glass  
Trip Computer  
Wireless Phone Connect

AM/FM CD Player  
Auxiliary Audio Input  
Compact Spare Tire  
Elect. Stability Control  
Head Airbags  
Keyless Ignition System  
Overhead Console  
Power Door Locks  
Pwr Accessory Outlet(s)  
Side Airbags  
Steel Wheels  
Theft Deterrent System  
Tire Pressure Monitor  
Velour/Cloth Seats

|   |      |    |                         |               |          |     |
|---|------|----|-------------------------|---------------|----------|-----|
| E | 566  | 46 | Cover,Rear Bumper       | 850229HSDH    | \$545.38 | 0.2 |
| L | 506  |    | Cover,Rear Bumper       | Refinish      |          | 3.1 |
|   |      |    |                         | 2.8 Surface   |          |     |
|   |      |    |                         | 0.5 Two-stage |          |     |
| E | 565  | 48 | Reint,Rear Bumper       | 850323TB1B    | \$335.25 | INC |
| E | 577  | 46 | Brkt,Rear Bumper Mig LT | 852219HSDA    | \$48.47  | 0.2 |
| E | 1306 | 48 | Brkt,Rear Bumper Mig LT | 852113TA0A    | \$29.91  | INC |
| L | 1306 |    | Brkt,Rear Bumper Mig LT | Refinish      |          | 0.2 |
|   |      |    |                         | 0.2 Surface   |          |     |
| E | 1307 | 48 | Brkt,Rear Bumper Mig RT | 852103TA0A    | \$29.91  | INC |
| L | 1307 |    | Brkt,Rear Bumper Mig RT | Refinish      |          | 0.2 |
|   |      |    |                         | 0.2 Surface   |          |     |

**Rear Body Lamps And Floor Pan**

|   |     |    |                          |               |          |     |
|---|-----|----|--------------------------|---------------|----------|-----|
| E | 509 |    | Panel,Rear Body          | 791103TA0A    | \$586.02 | 9.1 |
| L | 509 |    | Panel,Rear Body          | Refinish      |          | 2.1 |
|   |     |    |                          | 1.2 Surface   |          |     |
|   |     |    |                          | 0.7 Edge      |          |     |
|   |     |    |                          | 0.4 Two-stage |          |     |
| E | 534 | 46 | Taillamp Assembly,Otr RT | 285509HSDA    | \$291.87 | IN  |

**Manual Entries**

|    |       |  |                         |                  |         |   |
|----|-------|--|-------------------------|------------------|---------|---|
| N  | M03   |  | Flex Additive           | Additional Labor | \$7.00* | 0 |
| SB | M17   |  | Cover Car Exterior      | Sublet,Repair    |         | 2 |
| N  | M49   |  | Frame Mash,Rear         | Additional Labor | \$5.00* |   |
| SB | M80   |  | Hazardous Waste Removal | Sublet,Repair    |         |   |
|    | Items |  |                         |                  |         |   |

**MC Message**

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE  
 46 PRINTABLE ALTERNATE PARTS COMPARE

**Estimate Total & Entries**

|                         |             |                    |                   |                  |            |            |
|-------------------------|-------------|--------------------|-------------------|------------------|------------|------------|
| OEM Parts               |             |                    |                   |                  | \$3,352.33 |            |
| Other Parts             |             |                    |                   |                  | \$650.00   |            |
| Paint & Materials       |             | 22.0 Hours @       | \$48.00           |                  | \$1,058.00 |            |
| Parts & Material Total  |             |                    |                   |                  |            | \$6,058.33 |
| Tax on Parts & Material |             | @                  | 8.000%            |                  |            | \$404.67   |
| <b>Labor</b>            | <b>Rate</b> | <b>Replace Hrs</b> | <b>Repair Hrs</b> | <b>Total Hrs</b> |            |            |
| Sheet Metal (SM)        | \$85.00     | 19.0               | 9.0               | 28.0             | \$1,820.00 |            |
| Mech/Elec (ME)          | \$95.00     |                    |                   |                  |            |            |
| Frame (FR)              | \$100.00    |                    | 2.0               | 2.0              | \$200.00   |            |
| Refinish (RF)           | \$65.00     | 21.8               | 0.2               | 22.0             | \$1,430.00 |            |
| <b>Labor Total</b>      |             |                    |                   | 52.0 Hours       |            | \$3,450.00 |
| Tax on Labor            |             | @                  | 8.000%            |                  | \$276.00   |            |
| Sublet Repairs          |             |                    |                   |                  | \$12.00    |            |
| Tax on Sublet           |             | @                  | 8.000%            |                  | \$0.96     |            |
| <b>Gross Total</b>      |             |                    |                   |                  |            | \$9,201.96 |
| <b>Net Total</b>        |             |                    |                   |                  |            | \$9,201.96 |

Niemats Parts Y/13/00/00/13/13 Cumulative 13/00/00/13/13 Zip Code: 39201 Audatex Host  
 SPPL Yes Zip Code: 00000 Default  
 Rate Name Default

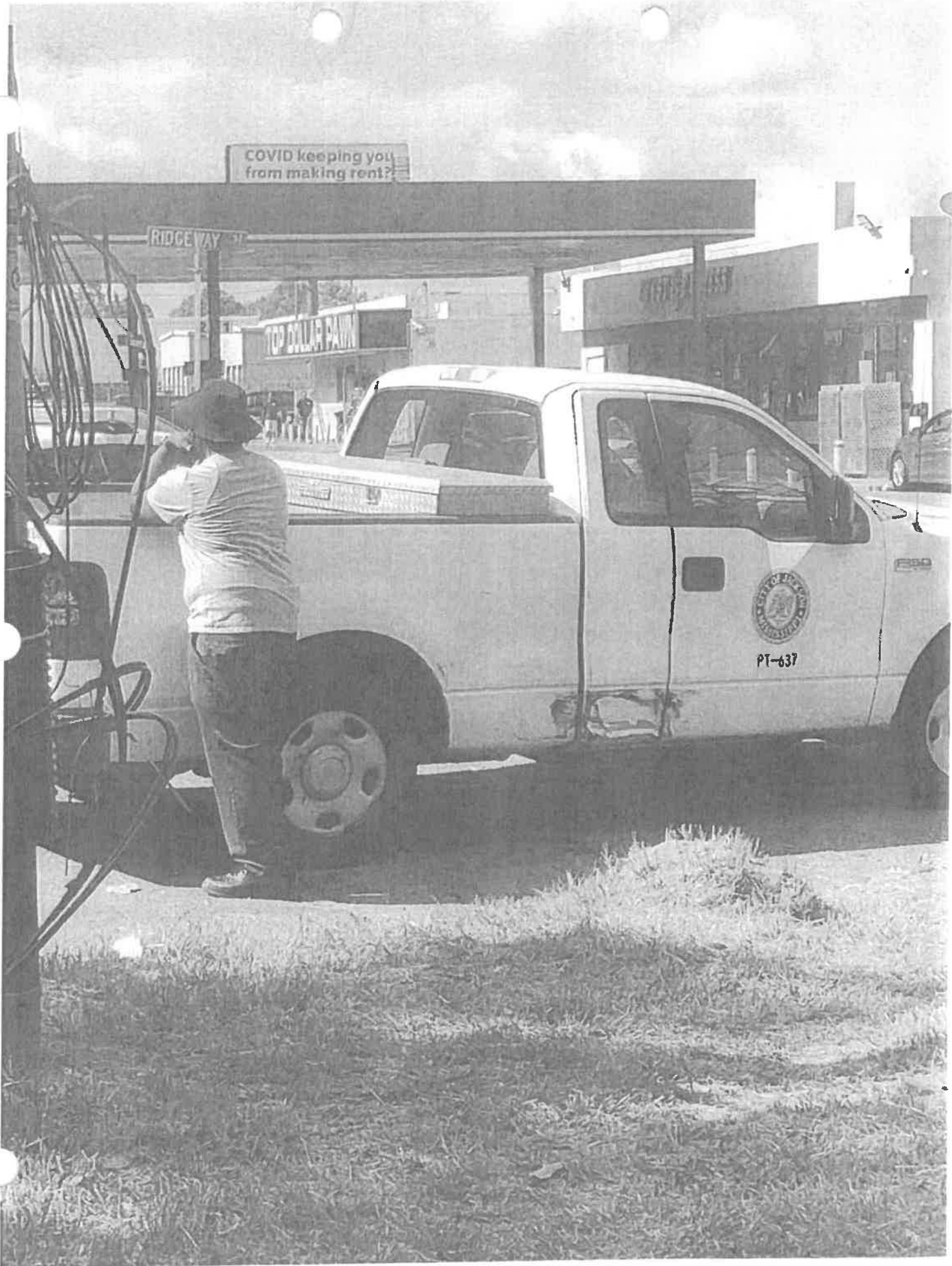
COVID keeping you  
from making rent?

RIDGEWAY ST

TOP DOLLAR PAINT



PT-637



COVID keeping you  
from making rent?

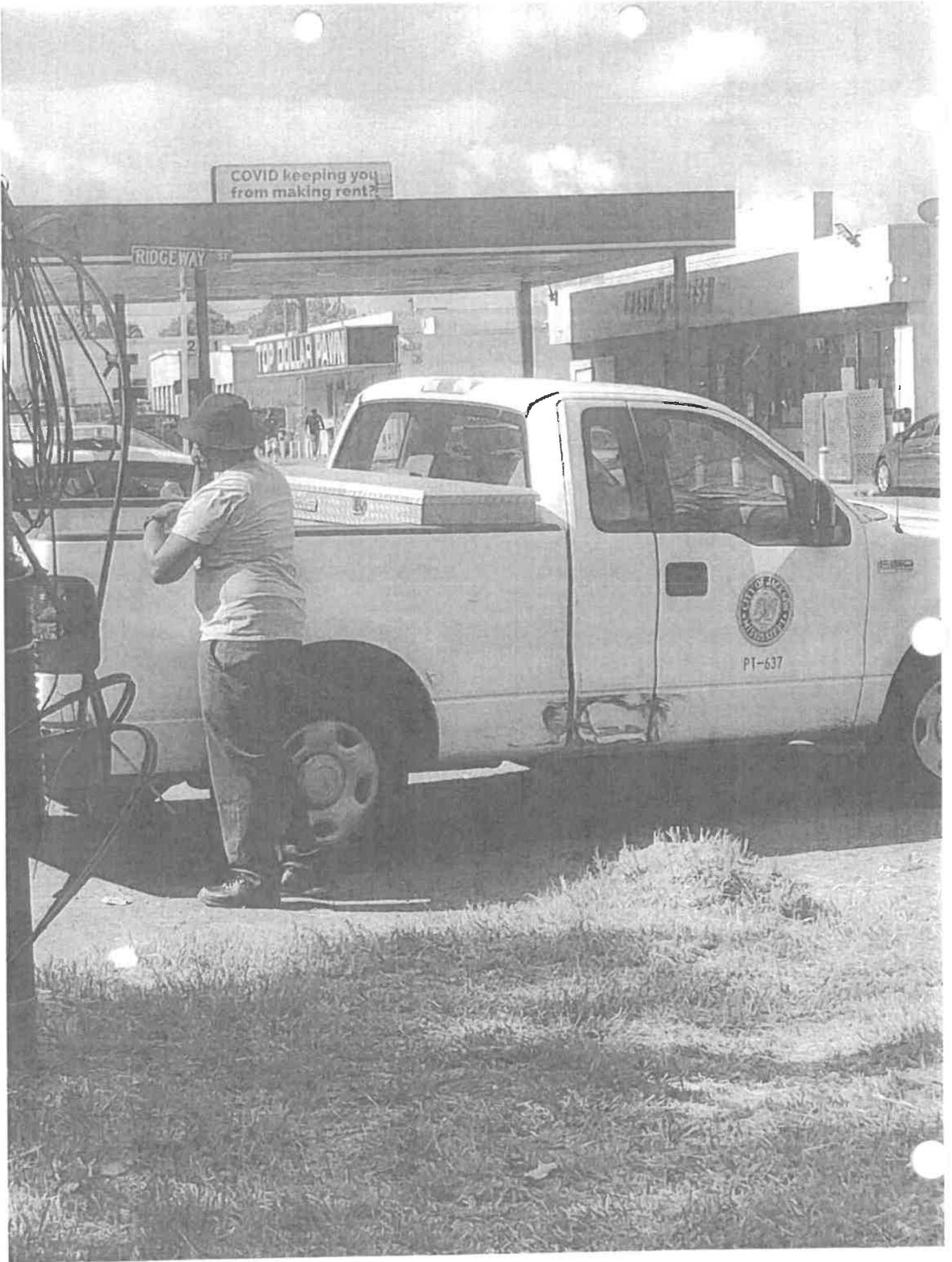
RIDGEWAY 34

TOP DOLLAR PAINT

2018



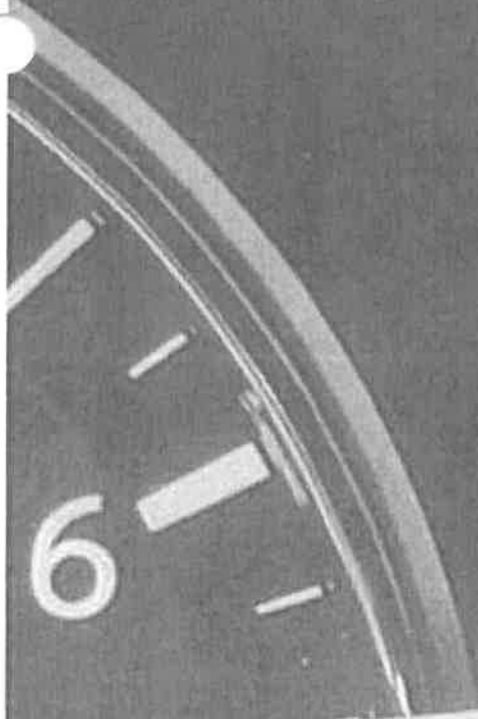
PT-637

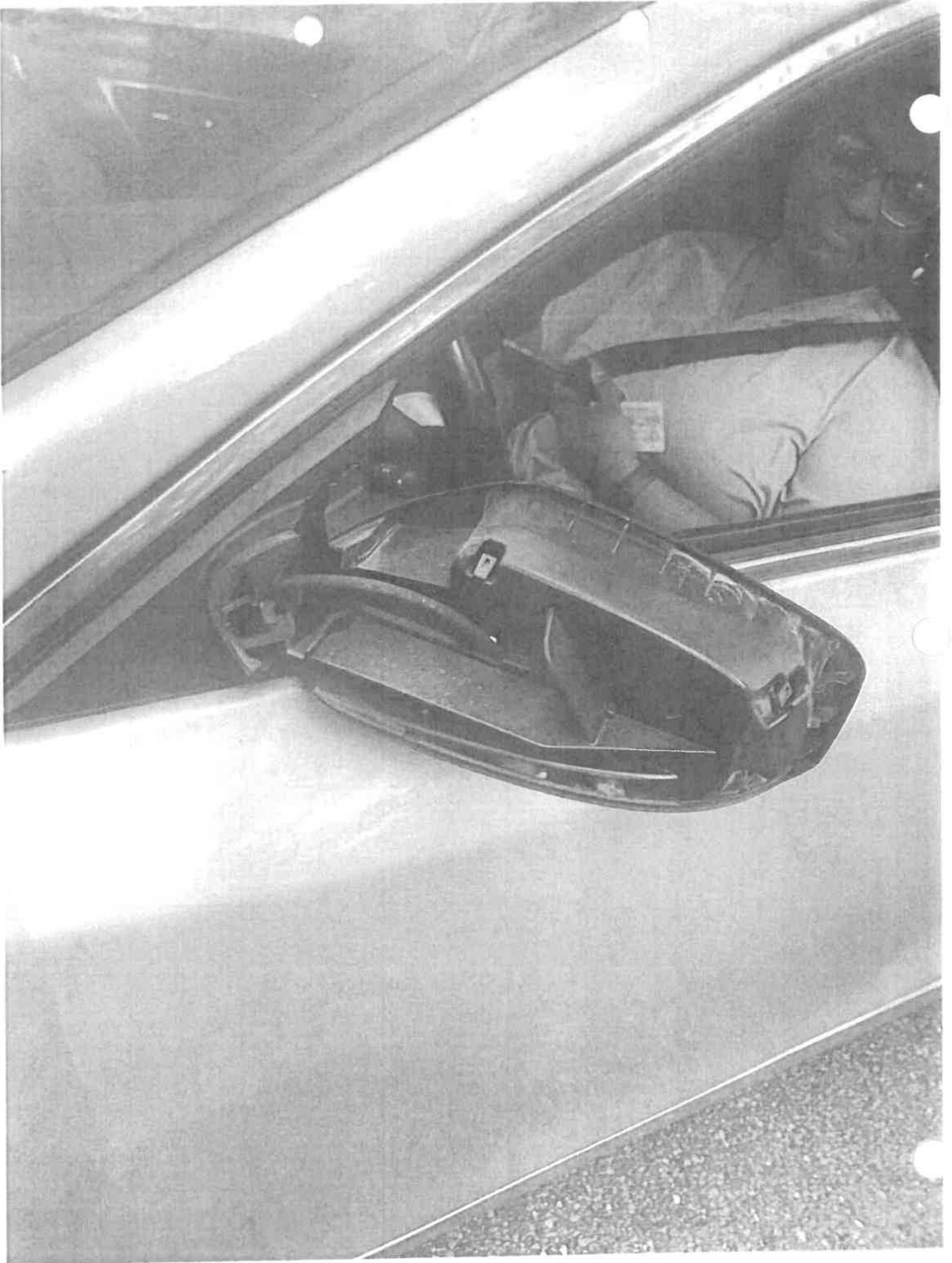




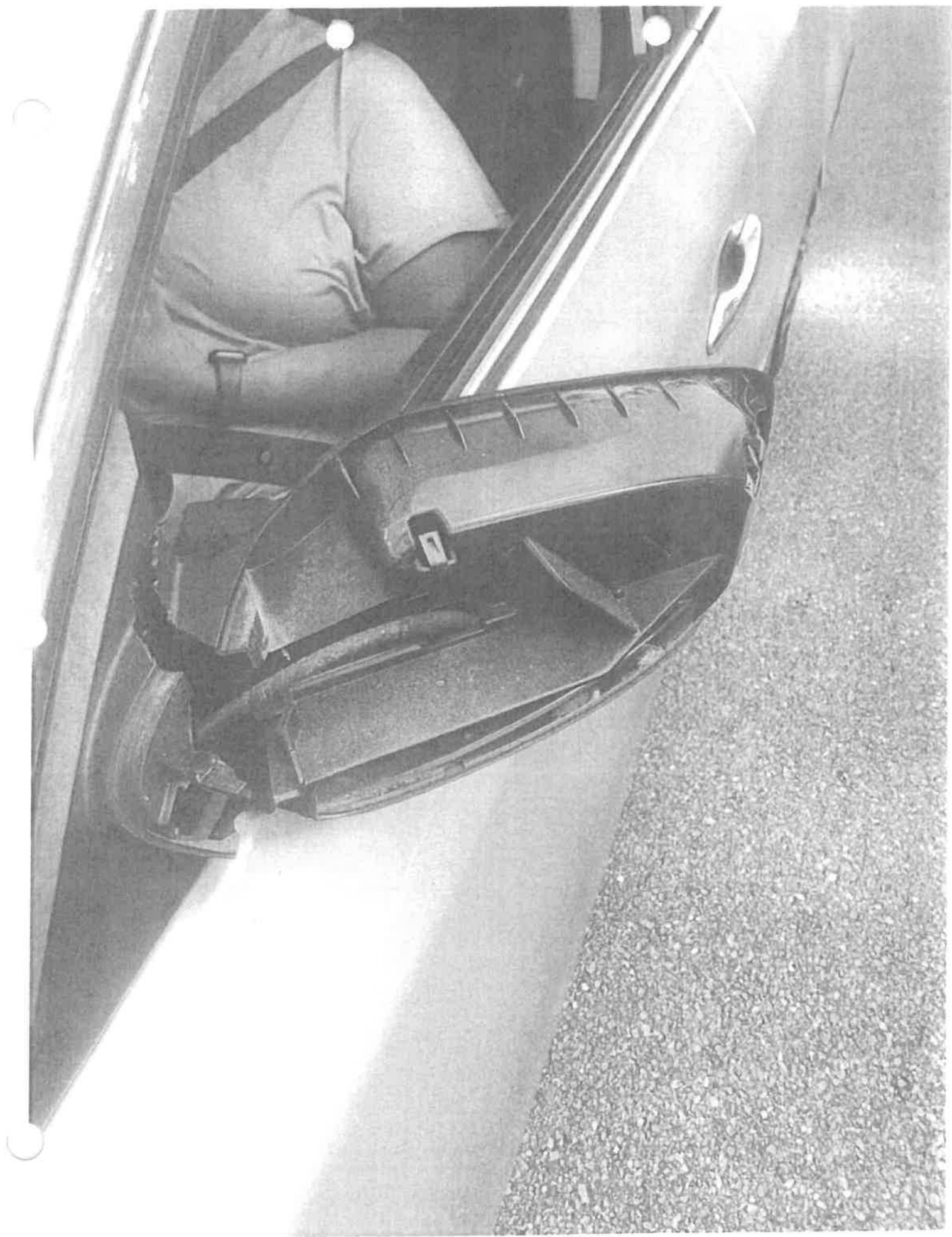
Door and Trunk  
Open

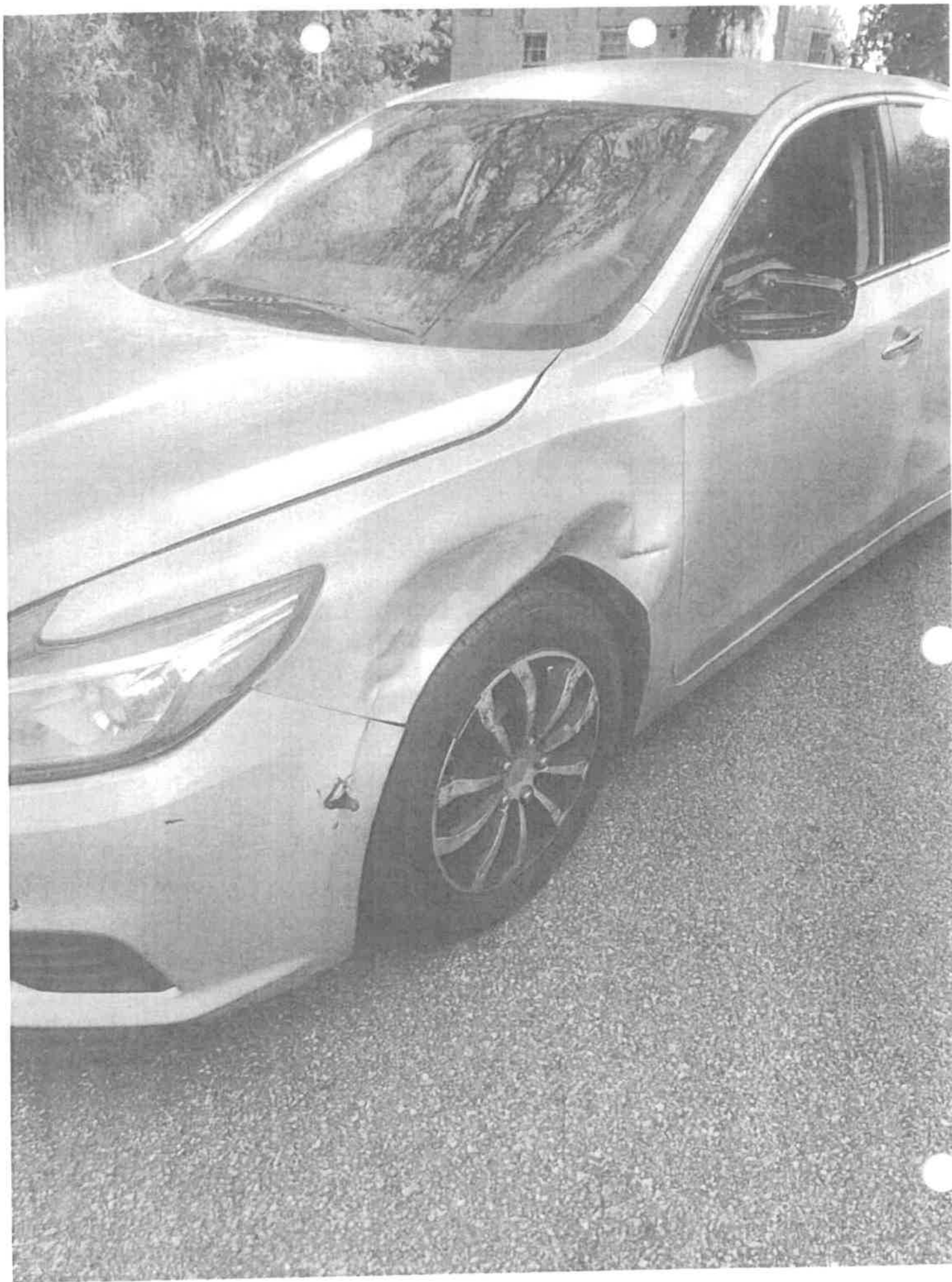
145881 mi





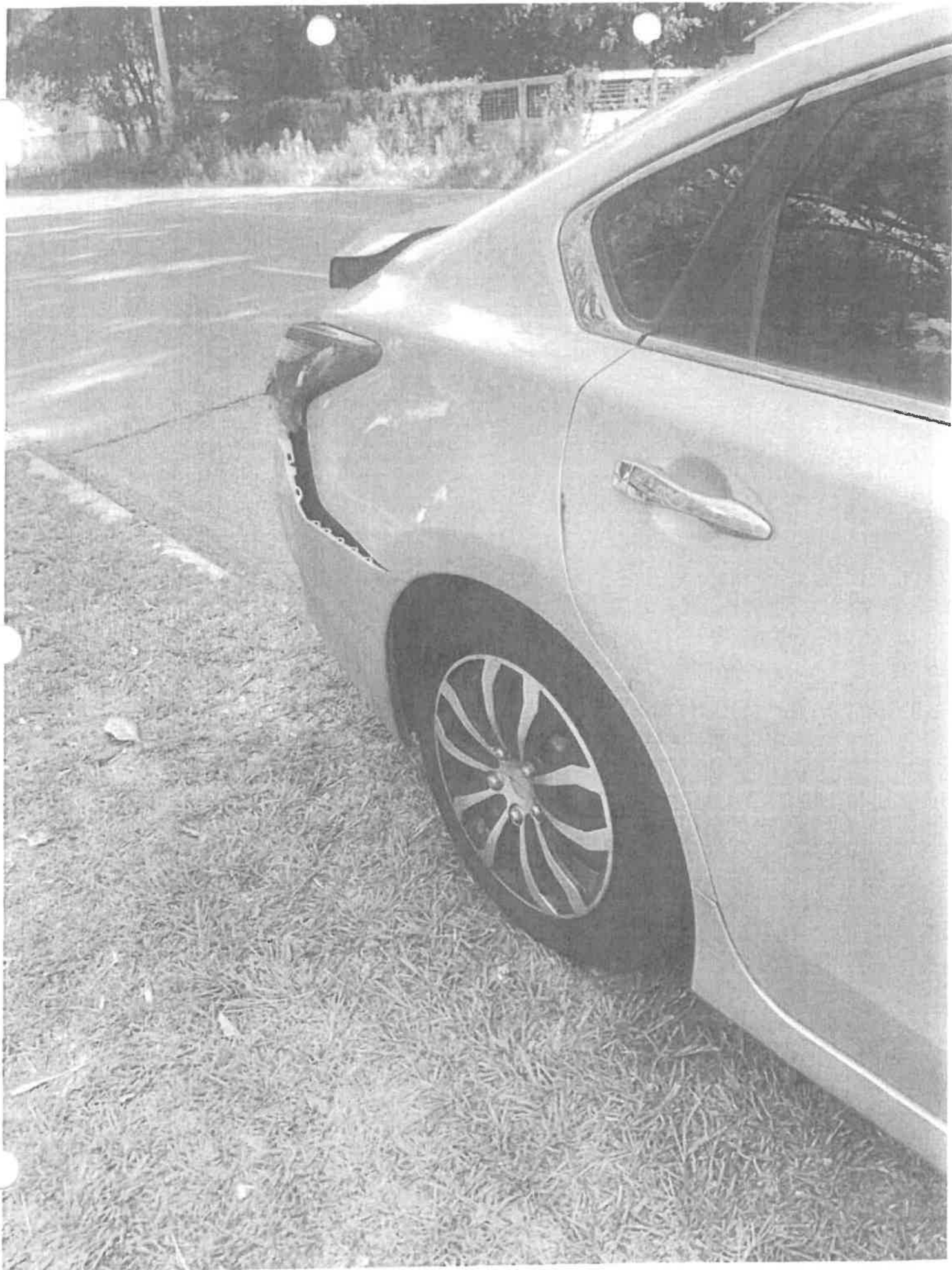












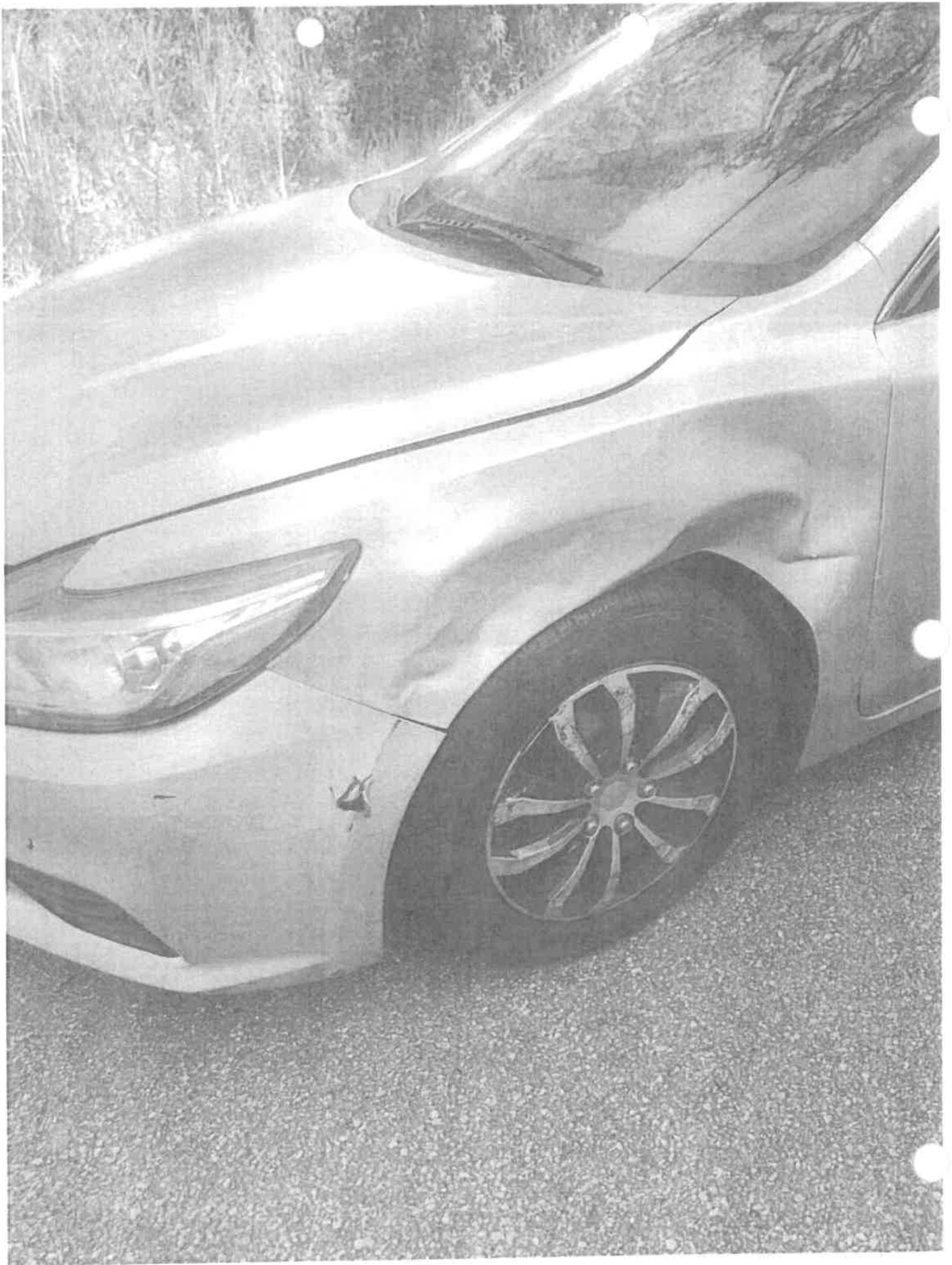






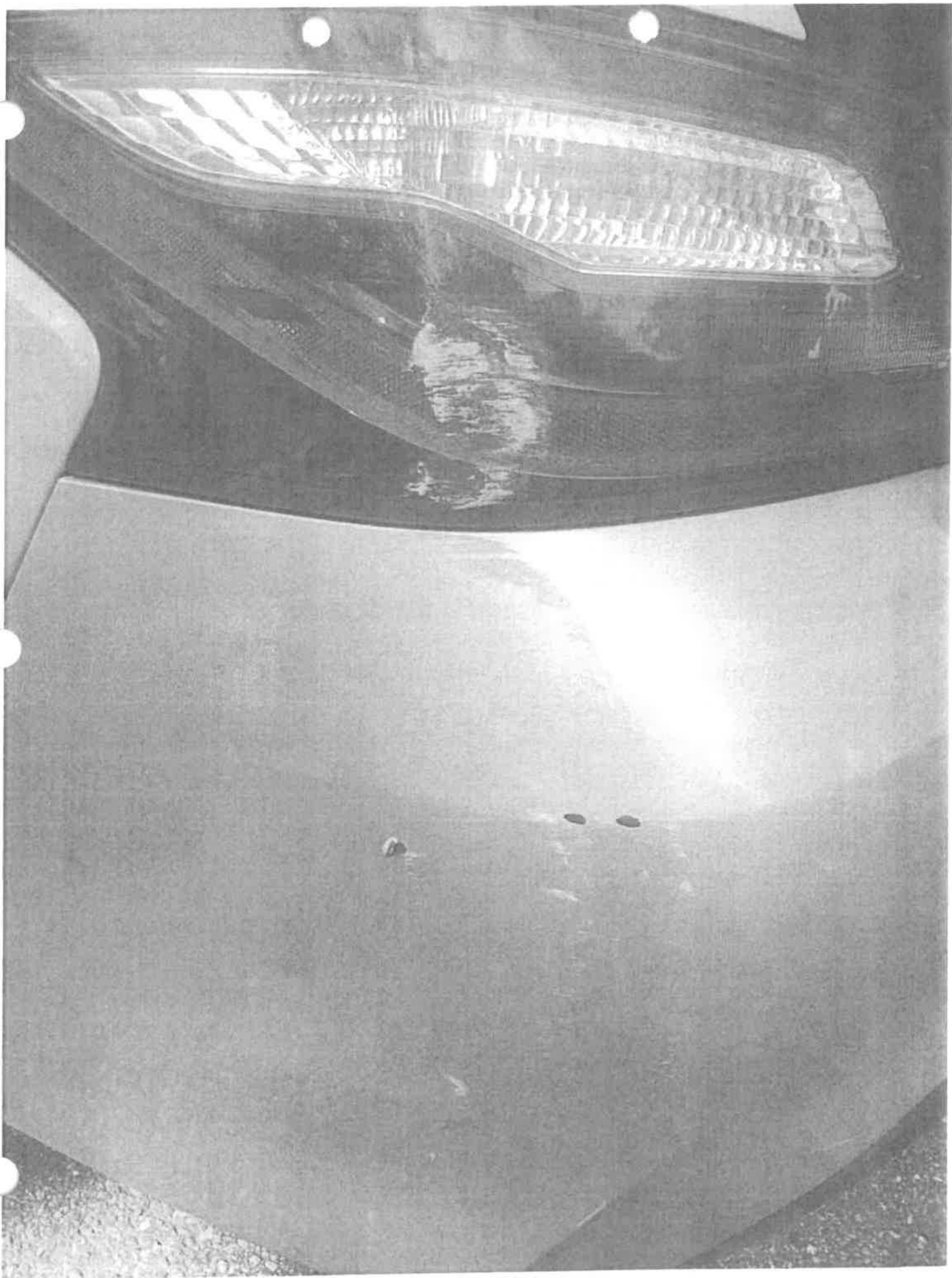










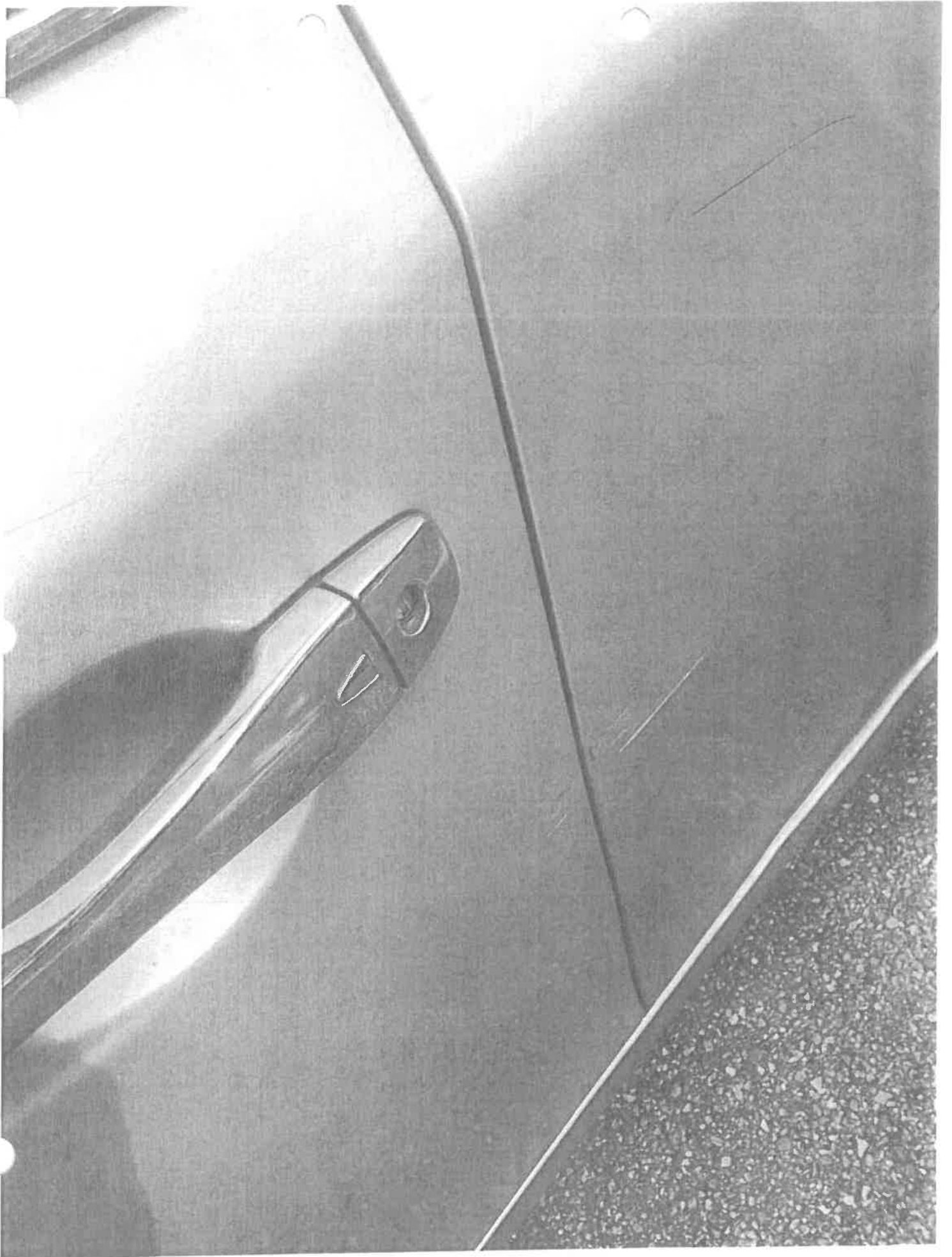






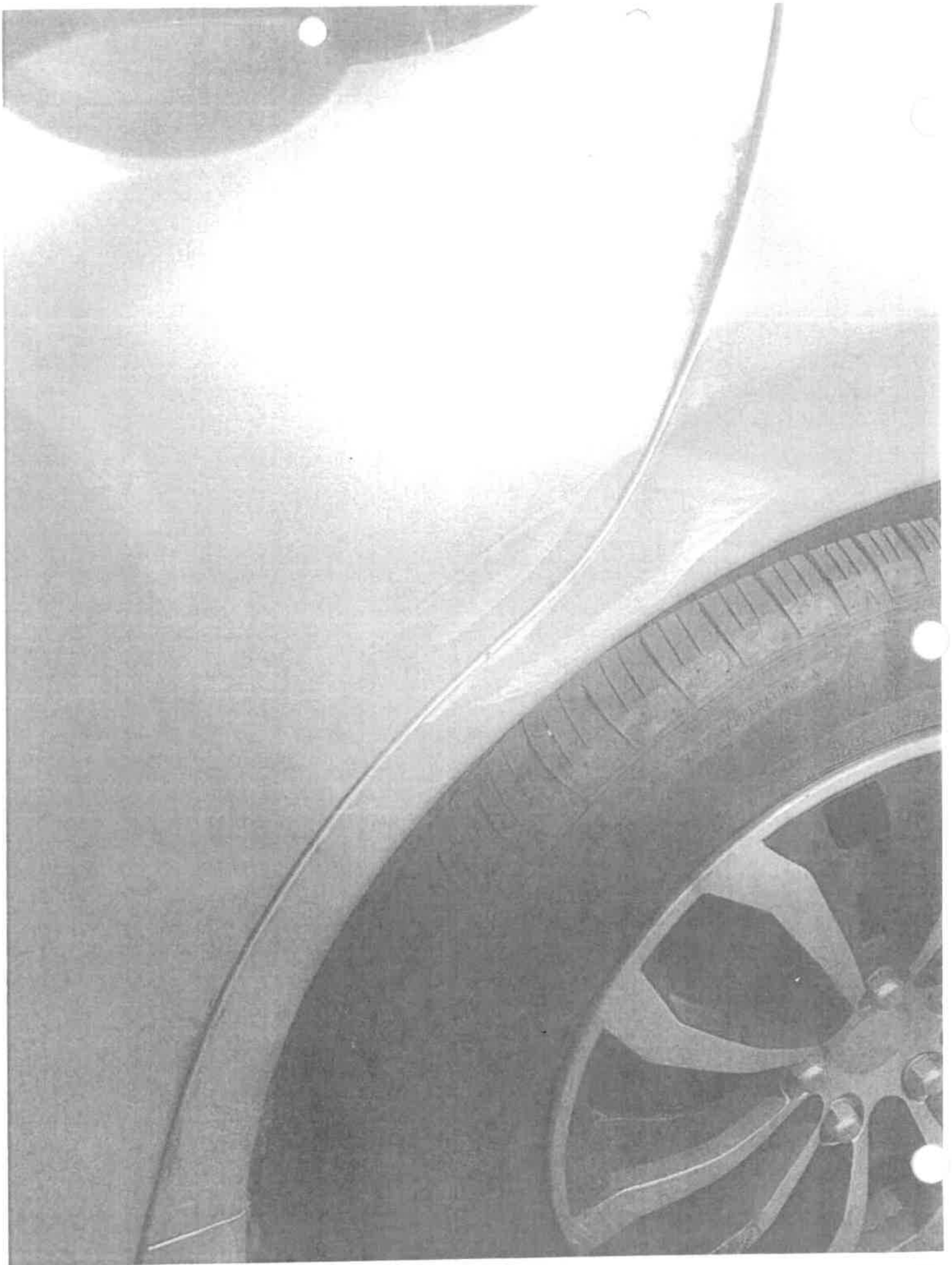


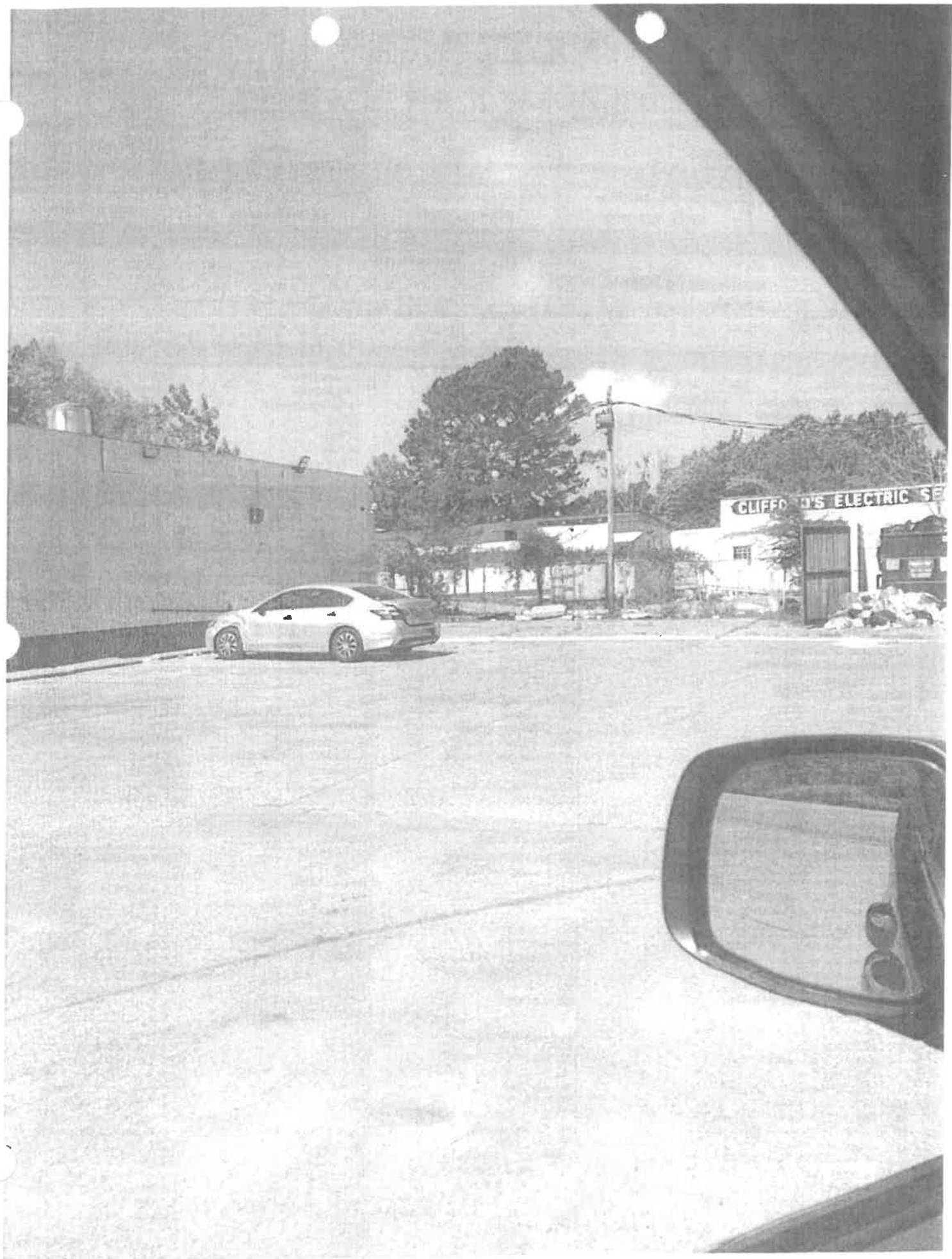












# MISSISSIPPI UNIFORM CRASH REPORT CRASH INFORMATION

2022031041

Rev. 2021-1

Agency # 2504 Case # 2022056459 Page 1 of 14

Secondary Crash

|                      |   |                         |   |                             |   |            |   |                               |   |                   |   |
|----------------------|---|-------------------------|---|-----------------------------|---|------------|---|-------------------------------|---|-------------------|---|
| Number of Motorists  | 2 | Number of Non-Motorists | 0 | Non-Fatally Injured Persons | 1 | Fatalities | 0 | Total Injuries and Fatalities | 1 | Vehicles Involved | 2 |
| Investigating Agency |   |                         |   | County                      |   | City       |   | Latitude                      |   | Longitude         |   |
| Jackson Police Dept  |   |                         |   | Hinds                       |   | Jackson    |   | 32.341684° N                  |   | 90.181925° W      |   |

### CRASH TIME INFORMATION

|                 |                           |                          |                           |                               |
|-----------------|---------------------------|--------------------------|---------------------------|-------------------------------|
| Crash Date/Time | Police Notified Date/Time | Police Arrived Date/Time | Roadway Cleared Date/Time | 10-24 Investigation Completed |
| 05/19/2022 0900 | 05/19/2022 0900           | 05/19/2022 0911          | 05/19/2022 0934           | 05/19/2022 0934               |

### ROAD INFORMATION

|                                                       |                          |
|-------------------------------------------------------|--------------------------|
| Named road                                            | Numbered road            |
| NORTH WEST STREET                                     |                          |
| Address Number                                        | Street Name              |
|                                                       |                          |
| Intersection Road Name                                | Intersection Road Number |
| <input type="checkbox"/> Crash was at an intersection |                          |

### LOCATION INFORMATION

|                                                                                             |     |                                                                 |     |                                                                              |     |                                                                       |   |                                                                                    |   |
|---------------------------------------------------------------------------------------------|-----|-----------------------------------------------------------------|-----|------------------------------------------------------------------------------|-----|-----------------------------------------------------------------------|---|------------------------------------------------------------------------------------|---|
| Road Classification                                                                         | 104 | Property Ownership                                              | 100 | Trafficway Characteristics                                                   | 100 | Intersection Approach                                                 | 1 | Traffic Flow Direction                                                             | S |
| 100 Interstate<br>101 US highway<br>102 State highway<br>103 County road<br>104 City street |     | 200 Parking lot/private drive<br>201 State park<br>202 Off road |     | 100 Trafficway, on road<br>101 Trafficway, not on road<br>200 Non-trafficway |     | 1 Not an intersection<br>2 Two<br>3 Three<br>4 Four<br>5 Five or more |   | X Not applicable (not a divided highway)<br>N North<br>W West<br>E East<br>S South |   |

### INVESTIGATING OFFICER

|         |              |             |                 |        |
|---------|--------------|-------------|-----------------|--------|
| Rank    | First Name   | Middle Name | Last Name       | Suffix |
| Officer | Ashley       |             | Cross           |        |
| Badge # | Printed Name |             | Signature       |        |
| 2696    | A. CROSS     |             | <i>A. CROSS</i> |        |

### CRASH CIRCUMSTANCES AND CONDITIONS

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |     |                                                                                                                                                                                                                                                                                                                                                                                                               |     |                                                                                                                                                                          |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| First Harmful Event                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 201 | Location of First Harmful Event                                                                                                                                                                                                                                                                                                                                                                               | 104 | School Bus Relation                                                                                                                                                      | 000 | Weather Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 000 |
| 100 Cargoequipment loss or shift<br>101 Fell/jumped from motor vehicle<br>102 Fire/explosion<br>103 Immersion, full or partial<br>104 Jackknife<br>105 Overtum/rollover<br>106 Thrown or falling object<br>198 Other non-collision harmful event                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |     | 100 Gore<br>101 In parking lane or zone<br>102 Median<br>103 Off roadway, location unknown<br>104 On roadway<br>105 On shoulder, left side<br>106 On shoulder, right side<br>107 Outside road/right-of-way<br>108 Roadside<br>109 Separator/traffic island<br>999 Unknown                                                                                                                                     |     | 000 No<br>100 Yes, school bus directly involved<br>101 Yes, school bus indirectly involved                                                                               |     | 000 Clear<br>100 Blowing sand, soil, dirt<br>101 Blowing snow<br>102 Cloudy<br>103 Fog, smog, smoke<br>104 Freezing rain or freezing drizzle<br>105 Rain<br>106 Severe crosswinds<br>107 Sleet or hail<br>108 Snow<br>980 Other<br>999 Unknown                                                                                                                                                                                                                                                                                                                                                                                                      |     |
| Collision with Non-Fixed Object                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |     | Manner of Crash                                                                                                                                                                                                                                                                                                                                                                                               | 106 | Intersection Geometry                                                                                                                                                    | 970 | Intersection Traffic Control                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 970 |
| 200 Collision with animal (live)<br>201 Collision with motor vehicle in transport<br>202 Collision with parked motor vehicle<br>203 Collision with pedalcycle<br>204 Collision with pedestrian<br>205 Collision with railway vehicle (train, engine)<br>206 Collision with object at rest from MV in transport<br>207 Collision with falling/shifting cargo or anything set in motion by MV<br>208 Collision with work zone/maintenance equipment<br>209 Collision with farm equipment<br>297 Collision with other non-motorist<br>298 Collision with other non-fixed object                                                                                                                                                                                                                                                                                                                                                            |     | 000 Not a collision between two motor vehicles<br>100 Angle<br>101 Front to front<br>102 Front to rear<br>103 Rear to rear<br>104 Rear to side<br>105 Sideswipe, opposite direction<br>106 Sideswipe, same direction<br>980 Other<br>999 Unknown                                                                                                                                                              |     | 100 Angled / skewed<br>101 Roundabout / traffic circle<br>102 Perpendicular<br>970 Not applicable                                                                        |     | 000 None<br>100 Signalized<br>101 Stop -all way<br>102 Stop -partial<br>103 Yield<br>970 Not applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |     |
| Collision with Fixed Object                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |     | Relation to Junction                                                                                                                                                                                                                                                                                                                                                                                          | 000 | Roadway Surface Condition                                                                                                                                                | 000 | Environmental Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 100 |
| 300 Collision with bridge overhead structure<br>301 Collision with bridge pier or support<br>302 Collision with bridge rail<br>303 Collision with cable barrier<br>304 Collision with concrete traffic barrier<br>305 Collision with culvert<br>306 Collision with curb<br>307 Collision with ditch<br>308 Collision with embankment<br>309 Collision with fence<br>310 Collision with guardrail end terminal<br>311 Collision with guardrail face<br>312 Collision with impact attenuator/crash cushion<br>313 Collision with mailbox<br>314 Collision with traffic sign support<br>315 Collision with traffic signal support<br>316 Collision with tree (standing)<br>317 Collision with utility pole/light support<br>398 Collision with other post, pole, or support<br>397 Collision with other traffic barrier<br>398 Collision with other fixed object (wall, building, tunnel, etc.)<br>399 Collision with unknown fixed object |     | 000 Not an interchange area<br>100 Acceleration or deceleration lane<br>101 Crossover related<br>102 Driveway access or related<br>103 Entrance/exit ramp or related<br>104 Intersection or related<br>105 Non-junction<br>106 Railway grade crossing<br>107 Shared-use path or trail<br>108 Through roadway<br>980 Other location within an interchange area (median, shoulder, and roadside)<br>999 Unknown |     | 000 Dry<br>100 Ice/Frost<br>101 Mud, dirt, gravel<br>102 Oil<br>103 Sand<br>104 Slush<br>105 Snow<br>106 Water (standing, moving)<br>107 Wet<br>980 Other<br>999 Unknown |     | 000 None<br>100 Animal(s)<br>101 Debris<br>102 Glare<br>103 Non-highway work<br>104 Obstructed crosswalks<br>105 Obstruction in roadway<br>106 Prior crash<br>107 Prior non-recurring incident<br>108 Regular congestion<br>109 Related to a bus stop<br>110 Road surface condition (wet, icy, snow, slush, etc.)<br>111 Ruts, holes, bumps<br>112 Shoulders (none, low, soft, high)<br>113 Toll booth/plaza related<br>114 Traffic control device<br>115 Traffic incident<br>116 Visual obstruction<br>117 Weather conditions<br>118 Work zone (construction/maintenance/utility)<br>119 Worn, travel-polished surface<br>980 Other<br>999 Unknown |     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |     |                                                                                                                                                                                                                                                                                                                                                                                                               |     |                                                                                                                                                                          |     | Light Condition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 101 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |     |                                                                                                                                                                                                                                                                                                                                                                                                               |     |                                                                                                                                                                          |     | 101 Daylight<br>201 Dawn/Dusk<br>301 Dark - lighted<br>302 Dark - not lighted<br>399 Dark - unknown lighting<br>980 Other<br>999 Unknown                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |     |

# MISSISSIPPI UNIFORM CRASH REPORT CRASH INFORMATION

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## WORK ZONE CRASH INFORMATION

|                                  |            |                                                                                                                                                                                  |            |                                                                                                                                                                       |            |                                                        |            |                                                        |            |
|----------------------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------------------------------------|------------|--------------------------------------------------------|------------|
| <b>Work Zone</b>                 | <b>000</b> | <b>Location Relative to Work Zone</b>                                                                                                                                            | <b>970</b> | <b>Work Zone Type</b>                                                                                                                                                 | <b>970</b> | <b>Worker(s) Present</b>                               | <b>970</b> | <b>Law Enforcement Present</b>                         | <b>970</b> |
| 000 No<br>100 Yes<br>999 Unknown |            | 100 Before the first work zone warning sign<br>101 Advance warning area<br>102 Transition area<br>103 Activity area<br>104 Termination area<br>970 Not applicable<br>999 Unknown |            | 100 Lane closure<br>101 Lane shift / crossover<br>102 Work on shoulder or median<br>103 Intermittent or moving work<br>970 Not applicable<br>980 Other<br>999 Unknown |            | 000 No<br>100 Yes<br>970 Not applicable<br>999 Unknown |            | 000 No<br>100 Yes<br>970 Not applicable<br>999 Unknown |            |

## PHOTOGRAPHER

|                      |                          |             |                   |                    |                  |               |
|----------------------|--------------------------|-------------|-------------------|--------------------|------------------|---------------|
| <b>Photos Taken?</b> | <input type="checkbox"/> | <b>Rank</b> | <b>First Name</b> | <b>Middle Name</b> | <b>Last Name</b> | <b>Suffix</b> |
|                      |                          |             |                   |                    |                  |               |

## REVIEWING OFFICER

|             |                   |                    |                  |               |
|-------------|-------------------|--------------------|------------------|---------------|
| <b>Rank</b> | <b>First Name</b> | <b>Middle Name</b> | <b>Last Name</b> | <b>Suffix</b> |
| Sergeant    | Almeia            |                    | Bolden           |               |

WITNESS #  

WITNESS #  

|                                 |                                 |
|---------------------------------|---------------------------------|
| <b>Name</b>                     | <b>Name</b>                     |
| <i>First Middle Last Suffix</i> | <i>First Middle Last Suffix</i> |
| <b>Address</b>                  | <b>Address</b>                  |
| <b>City</b>                     | <b>City</b>                     |
| <b>State</b>                    | <b>State</b>                    |
| <b>Postal Code</b>              | <b>Postal Code</b>              |
| <b>Phone Number</b>             | <b>Phone Number</b>             |
| <b>Age</b>                      | <b>Age</b>                      |
| <b>Sex</b>                      | <b>Sex</b>                      |

WITNESS #  

WITNESS #  

|                                 |                                 |
|---------------------------------|---------------------------------|
| <b>Name</b>                     | <b>Name</b>                     |
| <i>First Middle Last Suffix</i> | <i>First Middle Last Suffix</i> |
| <b>Address</b>                  | <b>Address</b>                  |
| <b>City</b>                     | <b>City</b>                     |
| <b>State</b>                    | <b>State</b>                    |
| <b>Postal Code</b>              | <b>Postal Code</b>              |
| <b>Phone Number</b>             | <b>Phone Number</b>             |
| <b>Age</b>                      | <b>Age</b>                      |
| <b>Sex</b>                      | <b>Sex</b>                      |

WITNESS #  

WITNESS #  

|                                 |                                 |
|---------------------------------|---------------------------------|
| <b>Name</b>                     | <b>Name</b>                     |
| <i>First Middle Last Suffix</i> | <i>First Middle Last Suffix</i> |
| <b>Address</b>                  | <b>Address</b>                  |
| <b>City</b>                     | <b>City</b>                     |
| <b>State</b>                    | <b>State</b>                    |
| <b>Postal Code</b>              | <b>Postal Code</b>              |
| <b>Phone Number</b>             | <b>Phone Number</b>             |
| <b>Age</b>                      | <b>Age</b>                      |
| <b>Sex</b>                      | <b>Sex</b>                      |

## TRAIN CRASH INFORMATION

TRAIN #  

|                                                   |                                                             |
|---------------------------------------------------|-------------------------------------------------------------|
| <b>Engineer</b> <input type="checkbox"/> Unknown  | <b>Engineer ID Number</b> <input type="checkbox"/> Unknown  |
| <i>First Middle Last Suffix</i>                   |                                                             |
| <b>Conductor</b> <input type="checkbox"/> Unknown | <b>Conductor ID Number</b> <input type="checkbox"/> Unknown |
| <i>First Middle Last Suffix</i>                   |                                                             |
| <b>Company</b> <input type="checkbox"/> Unknown   | <b>DOT Crossing Number</b> <input type="checkbox"/> Unknown |
| <i>First Middle Last Suffix</i>                   |                                                             |

# MISSISSIPPI UNIFORM CRASH REPORT

## VEHICLE INFORMATION

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|                             |                                    |  |  |
|-----------------------------|------------------------------------|--|--|
| <b>Motor Vehicle #</b><br>1 | <b>DESCRIPTION AND INFORMATION</b> |  |  |
|-----------------------------|------------------------------------|--|--|

|                                                                                               |                                                                                                                                    |                                                  |                                                                                                                      |                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Check if this vehicle had no driver                                  | <b>Hit and Run</b><br>000 No, did not leave the scene<br>100 Yes, driver and vehicle left scene<br>101 Yes, only driver left scene | <b>D00</b>                                       | <b>Vehicle Type</b><br>100 Motor vehicle in transport<br>101 Parked motor vehicle<br>102 Working vehicle / equipment | <b>100</b>                                            | <b>Vehicle Body Type</b><br><u>Passenger Vehicles</u><br>100 Passenger car<br>101 Passenger van (less than 9 seats)<br>102 (Sport) utility vehicle<br><u>Construction / Farm Equipment</u><br>200 Construction equipment (backhoe, bulldozer, etc.)<br>201 Farm equipment (tractor, combine, harvester, etc.)<br><u>Cycle / Low Speed</u><br>300 2-wheeled motorcycle<br>301 3-wheeled motorcycle<br>302 Moped or motorized bicycle<br>303 All-terrain vehicle / all-terrain cycle (ATV / ATC)<br>304 Golf Cart<br>305 Snowmobile<br>306 Low Speed Vehicle<br>307 Recreational off-highway vehicles (ROV)<br>308 Autocycle<br><u>Trucks</u><br>400 Single unit truck<br>401 Truck tractor<br>498 Other truck<br><u>Large Passenger Vehicle</u><br>500 Motor home<br>501 9 or 12 passenger van<br>502 15-passenger van<br>503 Large limo<br>504 Mini-bus<br><u>Other</u><br>980 Other |
| <b>VIN</b> 1FTRF12W67NA50864 <input type="checkbox"/> Unknown                                 |                                                                                                                                    |                                                  |                                                                                                                      |                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Model Year</b> <input type="checkbox"/> Unknown 2007                                       |                                                                                                                                    | <b>Make</b> Ford                                 |                                                                                                                      | <b>Model</b> F-Series pickup                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>License Plate</b> <input type="checkbox"/> Missing                                         |                                                                                                                                    | <b>State</b> MS <input type="checkbox"/> Unknown |                                                                                                                      | <b>Number</b> G42382 <input type="checkbox"/> Unknown |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Year</b> <input type="checkbox"/> Unknown                                                  |                                                                                                                                    | <b>Color</b> White                               |                                                                                                                      | <input type="checkbox"/> Non-expiring                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Owner Name</b> <input type="checkbox"/> Same as driver <input type="checkbox"/> Unknown    |                                                                                                                                    |                                                  |                                                                                                                      |                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>CITY OF JACKSON</b>                                                                        |                                                                                                                                    |                                                  |                                                                                                                      |                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Owner Address</b> <input type="checkbox"/> Same as driver <input type="checkbox"/> Unknown |                                                                                                                                    |                                                  |                                                                                                                      |                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 2000 METRO CENTER DR                                                                          |                                                                                                                                    | JACKSON                                          |                                                                                                                      | MS 39209                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Insurance</b> <input type="checkbox"/> Uninsured at time of crash                          |                                                                                                                                    |                                                  |                                                                                                                      |                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Company</b> NON EXPIRING <input type="checkbox"/> Unknown                                  |                                                                                                                                    |                                                  |                                                                                                                      |                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>NAIC #</b> <input checked="" type="checkbox"/> Unknown                                     |                                                                                                                                    |                                                  |                                                                                                                      |                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Policy #</b> <input checked="" type="checkbox"/> Unknown                                   |                                                                                                                                    |                                                  |                                                                                                                      |                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

| DAMAGE                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Damage Extent</b> <b>101</b><br>000 None<br>100 Minor damage<br>101 Functional damage<br>102 Disabling damage<br>990 Vehicle not at scene | <b>State Property Damaged</b><br><input checked="" type="checkbox"/> 000 None<br><input type="checkbox"/> 100 Bridge overhead structure<br><input type="checkbox"/> 101 Bridge pier or support<br><input type="checkbox"/> 102 Bridge rail<br><input type="checkbox"/> 200 Cable barrier<br><input type="checkbox"/> 201 Concrete traffic barrier<br><input type="checkbox"/> 202 Guardrail end terminal<br><input type="checkbox"/> 203 Guardrail face<br><input type="checkbox"/> 204 Impact attenuator/crash cushion<br><input type="checkbox"/> 298 Other traffic barrier<br><input type="checkbox"/> 300 Traffic sign support<br><input type="checkbox"/> 301 Traffic signal support<br><input type="checkbox"/> 302 Utility pole/light support<br><input type="checkbox"/> 980 Other | <b>Initial Contact Point</b><br>7 8 9 10 11<br>6 → 12<br>5 4 3 2 1<br><input type="checkbox"/> 000 Non-collision<br><input type="checkbox"/> 001 Vehicle not at scene<br><input type="checkbox"/> 100 Top<br><input type="checkbox"/> 113 Undercarriage<br><input type="checkbox"/> 114 Cargo Loss<br><input type="checkbox"/> 999 Unknown | <b>Damaged Areas</b><br>7 8 9 10 11<br>6 → 12<br>5 4 3 2 1<br><input type="checkbox"/> 001 Vehicle not at scene<br><input type="checkbox"/> 100 Top<br><input type="checkbox"/> 113 Undercarriage |
| <b>Power Unit Damaged?</b> <b>100</b><br>000 No<br>100 Yes<br>999 Unknown                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                   |

| TOWING                                                                                                                           |                                                                                                        |                                                  |  |
|----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|--------------------------------------------------|--|
| <b>Tow Status</b> <b>000</b><br>000 Not towed<br>100 Towed, but not due to disabling damage<br>101 Towed due to disabling damage | <b>Tow Authority</b> <b>970</b><br>100 Owner<br>101 Law enforcement<br>970 Not applicable<br>980 Other | <b>Towed By</b> <input type="checkbox"/> Unknown |  |



**MISSISSIPPI UNIFORM CRASH REPORT**  
**VEHICLE INFORMATION**

2022031041

|                      |             |               |                   |              |
|----------------------|-------------|---------------|-------------------|--------------|
| Motor Vehicle #<br>1 | Rev. 2021-1 | Agency # 2504 | Case # 2022056459 | Page 4 of 14 |
|----------------------|-------------|---------------|-------------------|--------------|

**MOTOR VEHICLE CIRCUMSTANCES**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Vehicle Usage</b> 000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Emergency Vehicle Usage</b> 000                                                                                                                                                                                                                                                                                                                                                                            | <b>Vehicle Maneuver</b> 105                                                                                                                                                                                                                                                                                                                  |
| 000 No special function<br>100 Bus - school (public or private)<br>101 Bus - childcare / daycare<br>102 Bus - transit / commuter<br>103 Bus - charter / tour<br>104 Bus - intercity<br>105 Bus - shuttle<br>198 Bus - other<br>200 Farm vehicle<br>201 Fire truck<br>202 Highway / maintenance<br>203 Mail carrier<br>204 Military<br>205 Ambulance<br>206 Police<br>207 Public utility<br>208 Non-transport emergency services vehicle<br>209 Safety service patrols - incident response<br>210 Other incident response<br>211 Rental truck (over 10,000 lbs)<br>212 Towing - incident response<br>213 Truck acting as crash attenuator<br>214 Taxi<br>215 Vehicle used for electronic ride-hailing (transportation network company)<br>980 Other<br>999 Unknown | 000 Non-emergency, non-transport<br>100 Non-emergency transport<br>200 Emergency operation, emergency warning equipment not in use<br>201 Emergency operation, emergency warning equipment in use<br>970 Not applicable<br>999 Unknown<br><b>Travel Direction</b><br>000 Not on roadway<br>100 North<br>200 Northeast<br>300 East<br>400 Southeast<br>500 South<br>600 Southwest<br>700 West<br>800 Northwest | 100 Backing<br>101 Changing lanes<br>102 Entering traffic lane<br>103 Leaving traffic lane<br>104 Making U-turn<br>105 Movements essentially straight ahead<br>106 Negotiating a curve<br>107 Overtaking/passing<br>108 Parked<br>109 Slowing<br>110 Stopped in traffic<br>111 Turning left<br>112 Turning right<br>980 Other<br>999 Unknown |

|                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                       |                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Traffic Control Device Types and Statuses</b>                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                       | <b>Vehicle Defects</b> 000                                                                                                                                                                                                                                                                                                |
| <b>Traffic Control Device Types</b>                                                                                                                                                                                                                                                                                                                                     | <b>Devices Present</b>                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Devices Inoperative or Missing</b> | 000 None<br>100 Brakes<br>101 Exhaust system<br>102 Body doors<br>103 Steering<br>104 Power train<br>105 Suspension<br>106 Tires<br>107 Wheels<br>108 Lights (head,signal,tail)<br>109 Window / Windshield<br>110 Mirrors<br>111 Wipers<br>112 Truck coupling / trailer hitch / safety chains<br>980 Other<br>999 Unknown |
| 000 None<br>100 Person (including flagger, law enforcement, crossing guard, etc)<br>200 Bicycle crossing sign<br>201 "Curve Ahead" warning sign<br>202 "Intersection Ahead" warning sign<br>203 Pedestrian crossing sign<br>204 Railroad crossing<br>205 "Reduce Speed Ahead" warning sign<br>206 School zone sign<br>207 Stop sign<br>Yield sign<br>Other warning sign | 300 Flashing railroad crossing (may include gates)<br>301 Flashing school zone signal<br>302 Flashing traffic control signal<br>303 Lane use control signal<br>304 Ramp meter signal<br>305 Traffic control signal<br>396 Other signal<br>400 Bicycle crossing<br>401 Pedestrian crossing<br>402 Railroad crossing<br>403 School zone<br>498 Other pavement marking (excluding edgelines, centerlines, or lane lines)<br>980 Other<br>999 Unknown | 1 000<br>2<br>3<br>4                  | Automation System Level Present 000<br>000 No automation<br>100 Driver assistance<br>101 Partial automation<br>102 Conditional automation<br>103 High automation<br>104 Full automation<br>199 Automation level unknown<br>999 Unknown                                                                                    |

|                                                                                                                                                                                                                   |                                                                                                                                   |                                                                                                                                                                                                 |                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Trafficway Division</b> 000                                                                                                                                                                                    | <b>Barrier Type</b> 000                                                                                                           | <b>Automation System Level Engaged at Time of Crash</b> 000                                                                                                                                     | <b>Automation System Level Present</b> 000                                                                                                                                                      |
| 000 Not divided<br>001 Not divided, with a continuous left turn lane<br>100 Divided, flush median (greater than 4 ft wide)<br>101 Divided, raised median (curbed)<br>102 Divided, depressed median<br>999 Unknown | 000 None<br>100 Cable barrier<br>101 Concrete barrier (e.g. Jersey barrier)<br>102 Earth embankment<br>103 Guardrail<br>980 Other | 000 No automation<br>100 Driver assistance<br>101 Partial automation<br>102 Conditional automation<br>103 High automation<br>104 Full automation<br>199 Automation level unknown<br>999 Unknown | 000 No automation<br>100 Driver assistance<br>101 Partial automation<br>102 Conditional automation<br>103 High automation<br>104 Full automation<br>199 Automation level unknown<br>999 Unknown |
| <b>Roadway Grade</b> 100<br>100 Level<br>101 Uphill<br>102 Hillcrest<br>103 Downhill<br>104 Sag (bottom)                                                                                                          | <b># of Through Lanes</b> 4<br><b># of Auxiliary Lanes</b> 2                                                                      | <b>Roadway Alignment</b> 100<br>100 Straight<br>101 Curve left<br>102 Curve right                                                                                                               | <b>Permitted Travel</b> 200<br>100 One-way<br>200 Two-way<br><b>Posted Speed Limit</b><br>35<br><input type="checkbox"/> Unknown<br><input type="checkbox"/> N/A                                |

|                             |       |   |   |   |                        |
|-----------------------------|-------|---|---|---|------------------------|
| <b>MOTOR VEHICLE EVENTS</b> |       |   |   |   |                        |
| Sequence of Events          | 1 201 | 2 | 3 | 4 | Most Harmful Event 201 |

|                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Non-Harmful Events</b>                                                                                                                                                                                                                                                                                                      | <b>Collision with Fixed Object</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 000 Cross centerline<br>001 Cross median<br>002 End departure (T-intersection, dead-end, etc.)<br>003 Downhill runaway<br>004 Equipment failure (blown tire, brake failure, etc.)<br>005 Ran off roadway left<br>006 Ran off roadway right<br>007 Reentering roadway<br>008 Separation of units<br>009 Other non-harmful event | 300 Collision with bridge overhead structure<br>301 Collision with bridge pier or support<br>302 Collision with bridge rail<br>303 Collision with cable barrier<br>304 Collision with concrete traffic barrier<br>305 Collision with culvert<br>306 Collision with curb<br>307 Collision with ditch<br>308 Collision with embankment<br>309 Collision with fence<br>310 Collision with guardrail end terminal<br>311 Collision with guardrail face<br>312 Collision with impact attenuator/crash cushion<br>313 Collision with mailbox<br>314 Collision with traffic sign support<br>315 Collision with traffic signal support<br>316 Collision with tree (standing)<br>317 Collision with utility pole/light support<br>396 Collision with other post,pole,or support<br>397 Collision with other traffic barrier<br>398 Collision with other fixed object (wall, building, tunnel, etc.)<br>399 Collision with unknown fixed object |
| <b>Non-Collision Events</b><br>100 Cargo/equipment loss or shift<br>101 Fell/jumped from motor vehicle<br>102 Fire/explosion<br>103 Immersion, full or partial<br>104 Jackknife<br>105 Overturn/rollover<br>106 Thrown or falling object<br>Other non-collision harmful event                                                  | <b>Collision with Person / Vehicle / Non-Fixed Object</b><br>200 Collision with animal (live)<br>201 Collision with motor vehicle in transport<br>202 Collision with parked motor vehicle<br>203 Collision with pedacycle<br>204 Collision with pedestrian<br>205 Collision with railway vehicle (train, engine)<br>206 Collision with object at rest from MV in transport<br>207 Collision with falling, shifting cargo, or anything set in motion by MV<br>208 Collision with work zone/maintenance equipment<br>209 Collision with farm equipment<br>297 Collision with other non-motorist<br>298 Collision with other non-fixed object                                                                                                                                                                                                                                                                                            |

**MISSISSIPPI UNIFORM CRASH REPORT  
VEHICLE INFORMATION**

2022031041

Motor Vehicle # 1 Agency # 2504 Case # 2022056459 Page 5 of 14  
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**COMMERCIAL MOTOR VEHICLE INFORMATION**

**Vehicle Configuration** 000

000 Not a qualifying vehicle

100 Vehicles 10,000 lbs or less placarded for hazardous materials

200 Bus/large van (seats 9-15 occupants, including driver)

201 Bus (seats more than 15 occupants, including driver)

300 Single-unit truck (2-axle and GVWR > 10,000 lbs.)

301 Single-unit truck (3 or more axles)

302 Truck pulling trailer(s)

303 Truck tractor (bobtail)

304 Truck tractor/semi-trailer

305 Truck tractor/double

306 Truck tractor/triple

307 Truck more than 10,000 lbs., cannot classify

**Hazardous Materials Placard** 999 Unknown

000 Did not carry hazardous materials

100 Carried hazardous materials with placard

200 Carried hazardous materials without placard

**Hazardous Material ID** Not applicable

**Hazardous Material Class** 970

1 Explosives

2 Gas

3 Flammable liquids

4 Other flammable substances

5 Oxidizing substances and organic peroxides

6 Toxic (poisonous) and infectious substances

7 Radioactive material

8 Corrosives

9 Miscellaneous dangerous goods

970 Not applicable

999 Unknown

**Cargo Body Type** 970

000 No cargo body

100 Bus

101 Auto transporter

102 Cargo tank

103 Concrete mixer

104 Dump

105 Flatbed

106 Garbage / refuse

107 Grain / chips / gravel

108 Intermodal container chassis

109 Log

110 Pole trailer

111 Van / enclosed box

112 Vehicle towing another vehicle

970 Not applicable

980 Other

999 Unknown

**Hazardous Materials Released from Vehicle Cargo Compartment** 970

000 No, hazardous materials not released

100 Yes, hazardous materials released

970 Not applicable

**Special Sizing**

000 No special sizing

100 Over-height

101 Over-length

102 Over-weight

103 Over-width

999 Unknown

**Number of Axles**  Unknown

**Motor Carrier Type** 000

000 Not a motor carrier

100 Interstate carrier

101 Intrastate carrier

102 Not in commerce / government

980 Not in commerce / other truck or bus

**Motor Carrier Identification** 970

100 USDOT number

101 State number

970 Not applicable

999 Unknown/unable to determine

State \_\_\_\_\_

**Motor Carrier Name**  Unknown

**Motor Carrier ID Number**

**Motor Carrier Address**  Unknown

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Postal Code \_\_\_\_\_

**GVWR/GCWR** 970 **Commodity Hauled**

100 Light (less than 10,000 lbs.GVWR/GCWR)

101 Medium (10,001 - 26,000 lbs GVWR/GCWR)

102 Heavy (greater than 26,000 lbs GVWR/GCWR)

970 Not applicable

999 Unknown

**TRAILER INFORMATION** TRAILER #

VIN  Unknown Number of Axles  Unknown

Year  Unknown Make  Unknown Model  Unknown

License Plate  Missing **Damaged**

State \_\_\_\_\_  Unknown Number \_\_\_\_\_  Unknown 000 No 999 Unknown

100 Yes

**TRAILER INFORMATION** TRAILER #

VIN  Unknown Number of Axles  Unknown

Year  Unknown Make  Unknown Model  Unknown

License Plate  Missing **Damaged**

State \_\_\_\_\_  Unknown Number \_\_\_\_\_  Unknown 000 No 999 Unknown

100 Yes

**TRAILER INFORMATION** TRAILER #

VIN  Unknown Number of Axles  Unknown

Year  Unknown Make  Unknown Model  Unknown

License Plate  Missing **Damaged**

State \_\_\_\_\_  Unknown Number \_\_\_\_\_  Unknown 000 No 999 Unknown

100 Yes

MISSISSIPPI UNIFORM CRASH REPORT  
DRIVER INFORMATION

2022031041

Motor Vehicle # 1 Agency # 2504 Case # 2022056459 Page 6 of 14

DRIVER INFORMATION

Name:  Unknown  
 First: RICKY Middle: ROSS Last: ROSS Suffix:   
 Age: 31 Sex: 101 (100 Female, 101 Male, 999 Unknown) Race: 102 (100 American Indian or Alaska Native, 101 Asian or Pacific Islander, 102 Black, 103 White, 980 Other, 999 Unknown)  
 Address:  Unknown  
 Street: 2000 METRO CENTER DR City: JACKSON State: MS Postal Code: 39209  
 Phone Number:  Unknown 6019602000  
 Incident Responder: 104 Date of Birth:  Unknown XXXXX Ethnicity: 101 (100 Hispanic, 101 Other than Hispanic, 999 Unknown)  
 000 No 102 Police 980 Other  
 100 EMS 103 Tow operator 999 Unknown  
 101 Fire 104 Transportation (i.e. maintenance workers, safety service patrol operators, etc.)

DRIVER LICENSE INFORMATION

License Status: 100 (100 Valid license, 000 Not licensed, 001 Canceled or denied, 002 Expired, 003 Revoked, 004 Suspended, 999 Unknown) License Number: XXXXX License Class: 400 (000 None, 100 Class A, 101 Class B, 102 Class C, 200 Light commercial/taxi/chauffeur (MS class D), 300 Motorcycle only (class M, non-MS only), 400 Regular driver license class (MS classes R, T, P, and Y), 970 Not applicable) Commercial Driver License Status: 970 (100 Valid, 101 Learner's permit, 000 Canceled or denied, 001 Disqualified, 002 Expired, 003 Revoked, 004 Suspended, 098 Other (not valid), 970 Not applicable, 999 Unknown) License State: MS Is Commercial DL?:  Yes  No

Endorsements on License:  000 None/not applicable,  100 H - Hazardous materials,  101 N - Tank vehicle,  102 P - Passenger,  103 S - School,  104 T - Double/triple trailers,  105 X - Combination of tank vehicle and hazardous materials,  980 Other non-commercial license endorsements (e.g., motorcycle, etc.),  999 Unknown  
 Endorsement Compliance: 999 (000 No endorsements required for the vehicle, 100 Endorsements required, complied with, 101 Endorsements required, not complied with, 199 Endorsements required, compliance unknown, 999 Unknown if endorsements required)  
 Restrictions on License: Unknown  
 Alcohol Interlock Presence: 970 (000 No, 100 Yes, 970 Not applicable, 999 Unknown)

DRIVER SEATING AND SAFETY INFORMATION

Seating Position: 100 (100 None used - motor vehicle occupant, 101 Booster seat, 102 Child restraint system - forward facing, 103 Child restraint system - rear facing, 104 Child restraint - type unknown, 105 Lap belt only used, 106 Shoulder and lap belt used, 107 Shoulder belt only used, 108 Stretcher, 109 Wheelchair, 199 Restraint used - type unknown, 200 No helmet, 201 DOT-compliant motorcycle helmet, 202 Not DOT-compliant motorcycle helmet, 299 Unknown if DOT-compliant motorcycle helmet, 970 Not applicable, 980 Other, 999 Unknown)  
 Standard Vehicle Seats: 

| Row | Left | Middle | Right | Unk |
|-----|------|--------|-------|-----|
| 1   | 100  | 101    | 102   | 199 |
| 2   | 200  | 201    | 202   | 299 |
| 3   | 300  | 301    | 302   | 399 |
| 4   | 400  | 401    | 402   | 499 |
| Oth | 500  | 501    | 502   | 599 |
| Unk | 600  | 601    | 602   | 699 |

  
 Other Seating Positions: 700 Unenclosed cargo area, 701 Riding on motor vehicle exterior (non-trailing unit), 800 Trailing unit, 801 Sleeper section of cab (truck), 898 Other enclosed cargo area, 970 Not applicable, 999 Unknown  
 Used Improperly?: 000 (000 No, 100 Yes, 999 Unknown)

Air Bags Deployed:  000 Not deployed,  100 Front,  101 Side,  102 Curtain,  103 Other (knee, air bell, etc.),  970 Not applicable,  999 Deployment unknown  
 Ejection: 000 (000 Not ejected, 100 Ejected, partially, 101 Ejected, totally, 970 Not applicable, 999 Unknown)  
 Extrication: 000 (000 No, 100 Yes)

# MISSISSIPPI UNIFORM CRASH REPORT DRIVER INFORMATION

2022031041

|                             |             |                      |                          |               |              |
|-----------------------------|-------------|----------------------|--------------------------|---------------|--------------|
| <b>Motor Vehicle #</b><br>1 | Rev. 2021-1 | <b>Agency #</b> 2504 | <b>Case #</b> 2022056459 | <b>Page</b> 7 | <b>of</b> 14 |
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## MEDICAL INFORMATION

|                                                                                                                                                     |                                                                                                         |                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| <b>Injury Status</b> 104                                                                                                                            | <b>Type of Medical Transportation</b> 000                                                               | <b>EMS Response Agency</b><br>Not applicable               |
| 100 (K) Fatal Injury<br>101 (A) Suspected Serious Injury<br>102 (B) Suspected Minor Injury<br>103 (C) Possible Injury<br>104 (O) No Apparent Injury | 000 Not transported<br>100 EMS air<br>101 EMS ground<br>200 Law enforcement<br>980 Other<br>999 Unknown | <b>EMS Response Run #</b> <input type="checkbox"/> Unknown |
|                                                                                                                                                     |                                                                                                         | <b>Facility Receiving Patient</b><br>Not applicable        |

## DRIVER CONDITION AND CIRCUMSTANCES

|                                                                                                                                                                                                                                                                          |                                                                                                                                                              |                                                                                                                                                                                                                                                                 |                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| <b>Conditions at Time of Crash</b> 000                                                                                                                                                                                                                                   | <b>Distracted By</b> 999                                                                                                                                     | <b>Distraction Source</b> 999                                                                                                                                                                                                                                   | <b>Speeding Related</b> 999                                                                    |
| 000 Apparently normal<br>100 Asleep or fatigued<br>101 Emotional (depressed, angry, disturbed, etc.)<br>102 Ill (sick), fainted<br>103 Physically impaired<br>104 Under the influence of medications/<br>drugs/alcohol<br>970 Not applicable<br>980 Other<br>999 Unknown | 000 Not distracted<br>100 Talking / listening<br>101 Manually operating a device<br>(e.g., texting, dialing, playing game, etc.)<br>980 Other<br>999 Unknown | 100 Hands-free mobile phone<br>101 Hand-held mobile phone<br>102 Vehicle-integrated device<br>198 Other electronic device<br>200 Passenger or other non-motorist<br>201 External to vehicle/non-motorist area<br>298 Other<br>970 Not applicable<br>999 Unknown | 000 No<br>100 Exceeded speed limit<br>101 Racing<br>102 Too fast for conditions<br>999 Unknown |

|                                    |                                                                                   |                                                                                                                                                                          |                                                                                                                                                                            |            |
|------------------------------------|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>Suspected Alcohol Usage</b> 000 | <b>Test Status</b> 000                                                            | <b>Alcohol Test Type</b> 970                                                                                                                                             | <b>Alcohol Test Results</b> 970                                                                                                                                            | <b>BAC</b> |
| 000 No<br>100 Yes<br>999 Unknown   | 000 Test not given<br>001 Test refused<br>100 Test given<br>999 Unknown if tested | 100 Blood<br>101 Blood clot<br>102 Blood plasma/serum<br>200 Breath<br>201 Preliminary breath test (PBT)<br>300 Urine<br>301 Vitreous<br>970 Not applicable<br>980 Other | 000 Results pending<br>001 Negative results with no actual value<br>100 Results received<br>101 Positive results with no actual value<br>970 Not applicable<br>999 Unknown |            |

|                                  |                                                                                   |                                                                                                                    |                          |
|----------------------------------|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>Suspected Drug Usage</b> 000  | <b>Test Status</b> 000                                                            | <b>Drug Test Type</b> 970                                                                                          | <b>Drug Test Results</b> |
| 000 No<br>100 Yes<br>999 Unknown | 000 Test not given<br>001 Test refused<br>100 Test given<br>999 Unknown if tested | 100 Blood<br>101 Urine<br>102 Both blood and urine<br>103 Saliva<br>198 Other<br>970 Not applicable<br>999 Unknown | Not applicable           |

## DRIVER ACTIONS

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Driver Actions at Time of Crash</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Avoidance Maneuver</b> 000                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 000 No contributing action<br><br>100 Disregard other road markings<br>101 Disregard other traffic signs<br>102 Failed to keep in proper lane<br>103 Failed to yield right-of-way<br>104 Followed too closely<br>105 Improper backing<br>106 Improper passing<br>107 Improper turn<br>108 Operated motor vehicle in inattentive, careless, negligent, or erratic manner<br>109 Operated motor vehicle in reckless or aggressive manner<br>110 Over-correcting or over-steering<br>111 Ran off roadway<br>112 Ran red light<br>113 Ran stop sign<br>114 Swerved or avoided due to wind, slippery surface, motor vehicle, object, non-motorist in roadway, etc.<br>115 Wrong side or wrong way<br><br>980 Other contributing action<br>999 Unknown | <input type="checkbox"/> 000 No avoidance maneuver<br><br><input type="checkbox"/> 100 Accelerating<br><input type="checkbox"/> 101 Accelerating and steering left<br><input type="checkbox"/> 102 Accelerating and steering right<br>103 Braking and steering left<br>104 Braking and steering right<br>105 Braking (lockup)<br>106 Braking (no lockup)<br>107 Braking (lockup unknown)<br>108 Releasing brakes<br>109 Steering left<br>110 Steering right<br><br>980 Other<br>999 Unknown |

## CITATIONS

# MISSISSIPPI UNIFORM CRASH REPORT

## VEHICLE INFORMATION

2022031041

|                      |             |               |                   |              |
|----------------------|-------------|---------------|-------------------|--------------|
| Motor Vehicle #<br>2 | Rev. 2021-1 | Agency # 2504 | Case # 2022056459 | Page 8 of 14 |
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### DESCRIPTION AND INFORMATION

|                                                                                                                                                                                                                                                         |                                                                                                                                    |                                                   |                                                                                                                      |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <input type="checkbox"/> Check if this vehicle had no driver                                                                                                                                                                                            | <b>Hit and Run</b><br>000 No, did not leave the scene<br>100 Yes, driver and vehicle left scene<br>101 Yes, only driver left scene | <b>000</b>                                        | <b>Vehicle Type</b><br>100 Motor vehicle in transport<br>101 Parked motor vehicle<br>102 Working vehicle / equipment | <b>100</b> | <b>Vehicle Body Type</b><br><b>Passenger Vehicles</b><br>100 Passenger car<br>101 Passenger van (less than 9 seats)<br>102 (Sport) utility vehicle<br><b>Construction / Farm Equipment</b><br>200 Construction equipment (backhoe, bulldozer, etc.)<br>201 Farm equipment (tractor, combine, harvester, etc.)<br><b>Cycle / Low Speed</b><br>300 2-wheeled motorcycle<br>301 3-wheeled motorcycle<br>302 Moped or motorized bicycle<br>303 All-terrain vehicle / all-terrain cycle (ATV / ATC)<br>304 Golf Cart<br>305 Snowmobile<br>306 Low Speed Vehicle<br>307 Recreational off-highway vehicles (ROV)<br>308 Autocycle<br><b>Trucks</b><br>400 Single unit truck<br>401 Truck tractor<br>498 Other truck<br><b>Large Passenger Vehicle</b><br>500 Motor home<br>501 9 or 12 passenger van<br>502 15-passenger van<br>503 Large limo<br>504 Mini-bus<br><b>Other</b><br>980 Other | <b>100</b> |
| VIN <span style="float: right;"><input type="checkbox"/> Unknown</span>                                                                                                                                                                                 |                                                                                                                                    |                                                   |                                                                                                                      |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |            |
| <b>Model Year</b> <input type="checkbox"/> Unknown<br>2016                                                                                                                                                                                              | <b>Make</b><br>Nissan/Datsun                                                                                                       | <b>Model</b><br>Altima                            | <b>Color</b><br>Silver                                                                                               |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |            |
| <b>License Plate</b> <input type="checkbox"/> Missing <span style="float: right;"><input type="checkbox"/> Non-expiring</span>                                                                                                                          |                                                                                                                                    |                                                   |                                                                                                                      |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |            |
| <b>State</b> MS <input type="checkbox"/> Unknown                                                                                                                                                                                                        | <b>Number</b> HNS4181 <input type="checkbox"/> Unknown                                                                             | <b>Year</b> 2023 <input type="checkbox"/> Unknown |                                                                                                                      |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |            |
| <b>Owner Name</b> <input checked="" type="checkbox"/> Same as driver <input type="checkbox"/> Unknown<br>CANDACE SEALS                                                                                                                                  |                                                                                                                                    |                                                   |                                                                                                                      |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |            |
| <b>Owner Address</b> <input checked="" type="checkbox"/> Same as driver <input type="checkbox"/> Unknown<br>3007 AUTUMN PL C JACKSON MS 39212<br><small>Street City State Postal Code</small>                                                           |                                                                                                                                    |                                                   |                                                                                                                      |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |            |
| <b>Insurance</b> <input type="checkbox"/> Uninsured at time of crash<br><b>Company</b> DIRECT GENERAL <input type="checkbox"/> Unknown<br><b>NAIC #</b> <input checked="" type="checkbox"/> Unknown<br><b>Policy #</b> <input type="checkbox"/> Unknown |                                                                                                                                    |                                                   |                                                                                                                      |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |            |

### DAMAGE

|                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Damage Extent</b> 101<br>None<br>100 Minor damage<br>101 Functional damage<br>102 Disabling damage<br>990 Vehicle not at scene | <b>State Property Damaged</b><br><input checked="" type="checkbox"/> 000 None<br><input type="checkbox"/> 100 Bridge overhead structure<br><input type="checkbox"/> 101 Bridge pier or support<br><input type="checkbox"/> 102 Bridge rail<br><input type="checkbox"/> 200 Cable barrier<br><input type="checkbox"/> 201 Concrete traffic barrier<br><input type="checkbox"/> 202 Guardrail end terminal<br><input type="checkbox"/> 203 Guardrail face<br><input type="checkbox"/> 204 Impact attenuator/crash cushion<br><input type="checkbox"/> 298 Other traffic barrier<br><input type="checkbox"/> 300 Traffic sign support<br><input type="checkbox"/> 301 Traffic signal support<br><input type="checkbox"/> 302 Utility pole/light support<br><input type="checkbox"/> 980 Other | <b>Initial Contact Point</b><br>6 → 12<br><input type="checkbox"/> 000 Non-collision<br><input type="checkbox"/> 001 Vehicle not at scene<br><input type="checkbox"/> 100 Top<br><input type="checkbox"/> 113 Undercarriage<br><input type="checkbox"/> 114 Cargo Loss<br><input type="checkbox"/> 999 Unknown | <b>Damaged Areas</b><br>6 → 12<br><input type="checkbox"/> 001 Vehicle not at scene<br><input type="checkbox"/> 100 Top<br><input type="checkbox"/> 113 Undercarriage |
| <b>Power Unit Damaged?</b> 100<br>000 No<br>100 Yes<br>999 Unknown                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                       |

### TOWING

|                                                                                                                           |                                                                                                 |            |                                                  |
|---------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|------------|--------------------------------------------------|
| <b>Tow Status</b> 000<br>000 Not towed<br>100 Towed, but not due to disabling damage<br>101 Towed due to disabling damage | <b>Tow Authority</b> 970<br>100 Owner<br>101 Law enforcement<br>970 Not applicable<br>980 Other | <b>970</b> | <b>Towed By</b> <input type="checkbox"/> Unknown |
|---------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|------------|--------------------------------------------------|

# MISSISSIPPI UNIFORM CRASH REPORT

## VEHICLE INFORMATION

2022031041

|                             |             |                      |                          |                            |
|-----------------------------|-------------|----------------------|--------------------------|----------------------------|
| <b>Motor Vehicle #</b><br>2 | Rev. 2021-1 | <b>Agency #</b> 2504 | <b>Case #</b> 2022056459 | <b>Page</b> 9 <b>of</b> 14 |
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### MOTOR VEHICLE CIRCUMSTANCES

|                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Vehicle Usage</b>                                                                                                                                                                                                                                                                                                                                              | <b>Emergency Vehicle Usage</b>                                                                                                                                                                                                         | <b>Vehicle Maneuver</b>                                                                                                                                                                                                                                                                                                                      |
| 000 No special function<br>100 Bus - school (public or private)<br>101 Bus - childcare / daycare<br>102 Bus - transit / commuter<br>103 Bus - charter / tour<br>104 Bus - intercity<br>105 Bus - shuttle<br>198 Bus - other<br>200 Farm vehicle<br>201 Fire truck<br>202 Highway / maintenance<br>203 Mail carrier<br>204 Military<br>205 Ambulance<br>206 Police | 000 Non-emergency, non-transport<br>100 Non-emergency transport<br>200 Emergency operation, emergency warning equipment not in use<br>201 Emergency operation, emergency warning equipment in use<br>970 Not applicable<br>999 Unknown | 100 Backing<br>101 Changing lanes<br>102 Entering traffic lane<br>103 Leaving traffic lane<br>104 Making U-turn<br>105 Movements essentially straight ahead<br>106 Negotiating a curve<br>107 Overtaking/passing<br>108 Parked<br>109 Slowing<br>110 Stopped in traffic<br>111 Turning left<br>112 Turning right<br>980 Other<br>999 Unknown |
| 207 Public utility<br>208 Non-transport emergency services vehicle<br>209 Safety service patrols - incident response<br>210 Other incident response<br>211 Rental truck (over 10,000 lbs)<br>212 Towing - incident response<br>213 Truck acting as crash attenuator<br>214 Taxi<br>215 Vehicle used for electronic ride-hailing (transportation network company)  | <b>Travel Direction</b><br>000 Not on roadway<br>800 Northwest<br>700 West<br>600 Southwest<br>100 North<br>200 Northeast<br>300 East<br>400 Southeast<br>500 South                                                                    | 700 Unknown                                                                                                                                                                                                                                                                                                                                  |

| Traffic Control Device Types and Statuses                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                | Vehicle Defects  |                                                                                                                                                                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Traffic Control Device Types                                                                                                                                                                                                                                                                                                                                                    | Devices Present                                                                                                                                                                                                                                                                                                                                                                                                                                   | Devices Inoperative or Missing |                  |                                                                                                                                                                                                                                                                                                                             |
| 000 None<br>100 Person (including flagger, law enforcement, crossing guard, etc)<br>200 Bicycle crossing sign<br>201 "Curve Ahead" warning sign<br>202 "Intersection Ahead" warning sign<br>203 Pedestrian crossing sign<br>204 Railroad crossing<br>205 "Reduce Speed Ahead" warning sign<br>206 School zone sign<br>207 Stop sign<br>208 Yield sign<br>298 Other warning sign | 300 Flashing railroad crossing (may include gates)<br>301 Flashing school zone signal<br>302 Flashing traffic control signal<br>303 Lane use control signal<br>304 Ramp meter signal<br>305 Traffic control signal<br>398 Other signal<br>400 Bicycle crossing<br>401 Pedestrian crossing<br>402 Railroad crossing<br>403 School zone<br>498 Other pavement marking (excluding edgelines, centerlines, or lane lines)<br>980 Other<br>999 Unknown | 1<br>2<br>3<br>4               | 1<br>2<br>3<br>4 | 000 None<br>100 Brakes<br>101 Exhaust system<br>102 Body doors<br>103 Steering<br>104 Power train<br>105 Suspension<br>106 Tires<br>107 Wheels<br>108 Lights (head, signal, tail)<br>109 Window / Windshield<br>110 Mirrors<br>111 Wipers<br>112 Truck coupling / trailer hitch / safety chains<br>980 Other<br>999 Unknown |

|                                                                                                                                                                                                                   |                                                                                                                                   |                                                                                                                                  |                                                                                                                                                                                 |                                                                                                    |                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <b>Trafficway Division</b>                                                                                                                                                                                        | <b>Barrier Type</b>                                                                                                               | <b>Permitted Travel</b>                                                                                                          | <b>HOV Lane Presence</b>                                                                                                                                                        | <b>Automation System Level Present</b>                                                             | <b>Automation System Level Engaged at Time of Crash</b>                                   |
| 000 Not divided<br>001 Not divided, with a continuous left turn lane<br>100 Divided, flush median (greater than 4 ft wide)<br>101 Divided, raised median (curbed)<br>102 Divided, depressed median<br>999 Unknown | 000 None<br>100 Cable barrier<br>101 Concrete barrier (e.g. Jersey barrier)<br>102 Earth embankment<br>103 Guardrail<br>980 Other | 100 One-way<br>200 Two-way<br><b>Posted Speed Limit</b><br>35<br><input type="checkbox"/> Unknown<br><input type="checkbox"/> NA | 000 None present<br>100 Separated barrier, flush (greater than 4 ft wide), raised or depressed median<br>101 Not separated, painted pavement markings, post-mounted delineators | 000 No automation<br>100 Driver assistance<br>101 Partial automation<br>102 Conditional automation | 103 High automation<br>104 Full automation<br>199 Automation level unknown<br>999 Unknown |
| <b>Roadway Grade</b><br>100 Level<br>101 Uphill<br>102 Hillcrest<br>103 Downhill<br>104 Sag (bottom)                                                                                                              | <b>Roadway Alignment</b><br>100 Straight<br>101 Curve left<br>102 Curve right                                                     | <b># of Through Lanes</b><br>4<br><b># of Auxiliary Lanes</b><br>2                                                               | <b>HOV Lane Relation</b><br>000 No<br>100 Yes                                                                                                                                   |                                                                                                    |                                                                                           |

### MOTOR VEHICLE EVENTS

|                           |                                    |                        |                        |                        |                                                            |
|---------------------------|------------------------------------|------------------------|------------------------|------------------------|------------------------------------------------------------|
| <b>Sequence of Events</b> | 1 <input type="text" value="201"/> | 2 <input type="text"/> | 3 <input type="text"/> | 4 <input type="text"/> | <b>Most Harmful Event</b> <input type="text" value="201"/> |
|---------------------------|------------------------------------|------------------------|------------------------|------------------------|------------------------------------------------------------|

| Non-Harmful Events                                                                                                                                                                                                                                 | Collision with Fixed Object                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 000 Cross centerline<br>001 Cross median<br>002 End departure (T-intersection, dead-end, etc.)<br>003 Downhill runaway<br>004 Equipment failure (blown tire, brake failure, etc.)                                                                  | 005 Ran off roadway left<br>006 Ran off roadway right<br>007 Reentering roadway<br>008 Separation of units<br>098 Other non-harmful event                                                                                                                                                                                                                                                                                                                                                                                                                                     | 300 Collision with bridge overhead structure<br>301 Collision with bridge pier or support<br>302 Collision with bridge rail<br>303 Collision with cable barrier<br>304 Collision with concrete traffic barrier<br>305 Collision with culvert<br>306 Collision with curb<br>307 Collision with ditch<br>308 Collision with embankment<br>309 Collision with fence<br>310 Collision with guardrail end terminal<br>311 Collision with guardrail face<br>312 Collision with impact attenuator/crash cushion<br>313 Collision with mailbox<br>314 Collision with traffic sign support<br>315 Collision with traffic signal support<br>316 Collision with tree (standing)<br>317 Collision with utility pole/light support |
| Non-Collision Events                                                                                                                                                                                                                               | Collision with Person / Vehicle / Non-Fixed Object                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 100 Cargo/equipment loss or shift<br>101 Fell/jumped from motor vehicle<br>102 Fire/explosion<br>103 Immersion, full or partial<br>104 Jackknife<br>105 Overturn/rollover<br>106 Thrown or falling object<br>198 Other non-collision harmful event | 200 Collision with animal (live)<br>201 Collision with motor vehicle in transport<br>202 Collision with parked motor vehicle<br>203 Collision with pedacycle<br>204 Collision with pedestrian<br>205 Collision with railway vehicle (train, engine)<br>206 Collision with object at rest from MV in transport<br>207 Collision with falling, shifting cargo, or anything set in motion by MV<br>208 Collision with work zone/maintenance equipment<br>209 Collision with farm equipment<br>297 Collision with other non-motorist<br>298 Collision with other non-fixed object | 396 Collision with other post, pole, or support<br>397 Collision with other traffic barrier<br>398 Collision with other fixed object (wall, building, tunnel, etc.)<br>399 Collision with unknown fixed object                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

MISSISSIPPI UNIFORM CRASH REPORT  
VEHICLE INFORMATION

2022031041

Motor Vehicle # 2 Agency # 2504 Case # 2022056459 Page 10 of 14  
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COMMERCIAL MOTOR VEHICLE INFORMATION

|                                                                   |                                                       |                                                 |                |
|-------------------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------|----------------|
| <b>Vehicle Configuration</b>                                      | <b>000</b>                                            | <b>Hazardous Materials Placard</b>              | <b>000</b>     |
| 000 Not a qualifying vehicle                                      | 300 Single-unit truck (2-axle and GVWR > 10,000 lbs.) | 000 Did not carry hazardous materials           | 999 Unknown    |
| 100 Vehicles 10,000 lbs or less placarded for hazardous materials | 301 Single-unit truck (3 or more axles)               | 100 Carried hazardous materials with placard    |                |
| 200 Bus/large van (seats 9-15 occupants, including driver)        | 302 Truck pulling trailer(s)                          | 200 Carried hazardous materials without placard |                |
| 201 Bus (seats more than 15 occupants, including driver)          | 303 Truck tractor (bobtail)                           | <b>Hazardous Material ID</b>                    | Not applicable |
|                                                                   | 304 Truck tractor/semi-trailer                        | <b>Hazardous Material Class</b>                 | 970            |
|                                                                   | 305 Truck tractor/double                              | 1 Explosives                                    |                |
|                                                                   | 306 Truck tractor/triple                              | 2 Gas                                           |                |
|                                                                   | 307 Truck more than 10,000 lbs., cannot classify      | 3 Flammable liquids                             |                |
|                                                                   |                                                       | 4 Other flammable substances                    |                |
|                                                                   |                                                       | 5 Oxidizing substances and organic peroxides    |                |
|                                                                   |                                                       | 6 Toxic (poisonous) and infectious substances   |                |
|                                                                   |                                                       | 7 Radioactive material                          |                |
|                                                                   |                                                       | 8 Corrosives                                    |                |
|                                                                   |                                                       | 9 Miscellaneous dangerous goods                 |                |
|                                                                   |                                                       | 970 Not applicable                              |                |
|                                                                   |                                                       | 999 Unknown                                     |                |

|                        |                                    |                                                                    |                                  |
|------------------------|------------------------------------|--------------------------------------------------------------------|----------------------------------|
| <b>Cargo Body Type</b> | <b>970</b>                         | <b>Hazardous Materials Released from Vehicle Cargo Compartment</b> | <b>970</b>                       |
| 000 No cargo body      |                                    | 000 No, hazardous materials not released                           |                                  |
| 100 Bus                | 105 Flatbed                        | 100 Yes, hazardous materials released                              |                                  |
| 101 Auto transporter   | 106 Garbage / refuse               | 970 Not applicable                                                 |                                  |
| 102 Cargo tank         | 107 Grain / chips / gravel         | <b>Hazardous Material Name</b>                                     | <input type="checkbox"/> Unknown |
| 103 Concrete mixer     | 108 Intermodal container chassis   | <b>Motor Carrier ID Number</b>                                     |                                  |
| 104 Dump               | 109 Log                            |                                                                    |                                  |
|                        | 110 Pole trailer                   |                                                                    |                                  |
|                        | 111 Van / enclosed box             |                                                                    |                                  |
|                        | 112 Vehicle towing another vehicle |                                                                    |                                  |
| 970 Not applicable     | 980 Other                          |                                                                    |                                  |
|                        | 999 Unknown                        |                                                                    |                                  |

|                                                           |                                  |                                          |            |                                     |            |
|-----------------------------------------------------------|----------------------------------|------------------------------------------|------------|-------------------------------------|------------|
| <b>Special Sizing</b>                                     | <b>Number of Axles</b>           | <b>Motor Carrier Type</b>                | <b>000</b> | <b>Motor Carrier Identification</b> | <b>970</b> |
| <input checked="" type="checkbox"/> 000 No special sizing | <input type="checkbox"/> Unknown | 000 Not a motor carrier                  |            | 100 USDOT number                    |            |
| <input type="checkbox"/> 100 Over-height                  |                                  | 100 Interstate carrier                   |            | 101 State number                    |            |
| <input type="checkbox"/> 101 Over-length                  |                                  | 101 Intrastate carrier                   |            | 970 Not applicable                  |            |
| <input type="checkbox"/> 102 Over-weight                  |                                  | 102 Not in commerce / government         |            | 999 Unknown/unable to determine     |            |
| <input type="checkbox"/> 103 Over-width                   |                                  | 980 Not in commerce / other truck or bus |            | <b>State</b>                        |            |
| <input type="checkbox"/> 999 Unknown                      |                                  |                                          |            |                                     |            |

**Motor Carrier Address**  Unknown

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Postal Code \_\_\_\_\_

|                                               |            |                         |
|-----------------------------------------------|------------|-------------------------|
| <b>GVWR/GCWR</b>                              | <b>970</b> | <b>Commodity Hauled</b> |
| 000 Light (less than 10,000 lbs.GVWR/GCWR)    |            |                         |
| 100 Medium (10,001 - 26,000 lbs GVWR/GCWR)    |            |                         |
| 102 Heavy (greater than 26,000 lbs GVWR/GCWR) |            |                         |
| 970 Not applicable                            |            |                         |
| 999 Unknown                                   |            |                         |

| TRAILER INFORMATION                              |                                                |                                        | TRAILER #                               |
|--------------------------------------------------|------------------------------------------------|----------------------------------------|-----------------------------------------|
| VIN <input type="checkbox"/> Unknown             | Year <input type="checkbox"/> Unknown          | Make <input type="checkbox"/> Unknown  | Model <input type="checkbox"/> Unknown  |
| Number of Axles <input type="checkbox"/> Unknown | License Plate <input type="checkbox"/> Missing | State <input type="checkbox"/> Unknown | Number <input type="checkbox"/> Unknown |
| Damaged                                          | 000 No                                         | 999 Unknown                            | 100 Yes                                 |

| TRAILER INFORMATION                              |                                                |                                        | TRAILER #                               |
|--------------------------------------------------|------------------------------------------------|----------------------------------------|-----------------------------------------|
| VIN <input type="checkbox"/> Unknown             | Year <input type="checkbox"/> Unknown          | Make <input type="checkbox"/> Unknown  | Model <input type="checkbox"/> Unknown  |
| Number of Axles <input type="checkbox"/> Unknown | License Plate <input type="checkbox"/> Missing | State <input type="checkbox"/> Unknown | Number <input type="checkbox"/> Unknown |
| Damaged                                          | 000 No                                         | 999 Unknown                            | 100 Yes                                 |

| TRAILER INFORMATION                              |                                                |                                        | TRAILER #                               |
|--------------------------------------------------|------------------------------------------------|----------------------------------------|-----------------------------------------|
| VIN <input type="checkbox"/> Unknown             | Year <input type="checkbox"/> Unknown          | Make <input type="checkbox"/> Unknown  | Model <input type="checkbox"/> Unknown  |
| Number of Axles <input type="checkbox"/> Unknown | License Plate <input type="checkbox"/> Missing | State <input type="checkbox"/> Unknown | Number <input type="checkbox"/> Unknown |
| Damaged                                          | 000 No                                         | 999 Unknown                            | 100 Yes                                 |

**MISSISSIPPI UNIFORM CRASH REPORT  
DRIVER INFORMATION**

2022031041

Motor Vehicle # **2** Agency # **2504** Case # **2022056459** Page **11** of **14**  
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**DRIVER INFORMATION**

**Name**  Unknown  
**CANDACE SEALS**  
 First Middle Last Suffix  
**Age**  Unknown **Sex** **100** **Race**  
 35 100 Female 101 American Indian or Alaska Native  
 101 Male 101 Asian or Pacific Islander  
 999 Unknown 102 Black  
 103 White  
 980 Other  
 999 Unknown  
**Address**  Unknown **Phone Number**  Unknown  
 3007 AUTUMN PL C JACKSON MS 39212  
 Street City State Postal Code  
**Incident Responder** **000** **Date of Birth**  Unknown **Ethnicity** **101**  
 000 No 102 Police 980 Other  
 100 EMS 103 Tow operator 999 Unknown  
 101 Fire 104 Transportation (i.e. maintenance workers, safety service patrol operators, etc.) XXXXX  
 100 Hispanic  
 101 Other than Hispanic  
 999 Unknown

**DRIVER LICENSE INFORMATION**

**License Status** **100** **License Number** XXXXX **License Class** **400** **Commercial Driver License Status** **970**  
 100 Valid license 000 Not licensed 001 Canceled or denied 002 Expired 003 Revoked 004 Suspended 999 Unknown  
 License State MS  
 Is Commercial DL?  Yes  No  
 000 None 100 Class A 101 Class B 102 Class C 200 Light commercial/taxi/chauffeur (MS class D) 300 Motorcycle only (class M, non-MS only) 400 Regular driver license class (MS classes R, T, P, and Y) 970 Not applicable  
 100 Valid 101 Learner's permit 000 Canceled or denied 001 Disqualified 002 Expired 003 Revoked 004 Suspended 098 Other (not valid) 970 Not applicable 999 Unknown

**Endorsements on License**  000 None/not applicable  100 H - Hazardous materials  101 N - Tank vehicle  102 P - Passenger  103 S - School  104 T - Double/triple trailers  105 X - Combination of tank vehicle and hazardous materials  980 Other non-commercial license endorsements (e.g., motorcycle, etc.)  999 Unknown  
**Endorsement Compliance** **999**  
 000 No endorsements required for the vehicle  
 100 Endorsements required, complied with  
 101 Endorsements required, not complied with  
 199 Endorsements required, compliance unknown  
 999 Unknown if endorsements required  
**Restrictions on License** **970**  
 Unknown  
**Alcohol Interlock Presence** **970**  
 000 No 100 Yes 970 Not applicable 999 Unknown

**DRIVER SEATING AND SAFETY INFORMATION**

**Seating Position** **100** **Restraint Systems Used** **106**  
**Standard Vehicle Seats**  

| Front |      |        |       |     |
|-------|------|--------|-------|-----|
| Row   | Left | Middle | Right | Unk |
| 1     | 100  | 101    | 102   | 199 |
| 2     | 200  | 201    | 202   | 299 |
| 3     | 300  | 301    | 302   | 399 |
| 4     | 400  | 401    | 402   | 499 |
| Oth   | 500  | 501    | 502   | 599 |
| Unk   | 600  | 601    | 602   | 699 |

**Other Seating Positions**  
 700 Unenclosed cargo area  
 701 Riding on motor vehicle exterior (non-trailing unit)  
 800 Trailing unit  
 801 Sleeper section of cab (truck)  
 898 Other enclosed cargo area  
 970 Not applicable  
 999 Unknown  
 100 None used - motor vehicle occupant  
 101 Booster seat  
 102 Child restraint system - forward facing  
 103 Child restraint system - rear facing  
 104 Child restraint - type unknown  
 105 Lap belt only used  
 106 Shoulder and lap belt used  
 107 Shoulder belt only used  
 108 Stretcher  
 109 Wheelchair  
 199 Restraint used - type unknown  
 200 No helmet 201 DOT-compliant motorcycle helmet 202 Not DOT-compliant motorcycle helmet 299 Unknown if DOT-compliant motorcycle helmet  
 970 Not applicable 980 Other 999 Unknown  
**Air Bags Deployed**  
 000 Not deployed  100 Front  101 Side  102 Curtain  103 Other (knee, air belt, etc.)  
 970 Not applicable  999 Deployment unknown  
**Ejection** **000**  
 000 Not ejected 100 Ejected, partially 101 Ejected, totally 970 Not applicable 999 Unknown  
**Extrication** **000**  
 000 No 100 Yes 999 Unknown  
**Used Improperly?** **000**  
 000 No 100 Yes 999 Unknown



MISSISSIPPI UNIFORM CRASH REPORT  
DRIVER INFORMATION

2022031041

Motor Vehicle # **2** Rev. 2021-1 Agency # **2504** Case # **2022056459** Page **12** of **14**

MEDICAL INFORMATION

|                                                                                                                                                     |                                                                                                         |                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Injury Status</b> <b>102</b>                                                                                                                     | <b>Type of Medical Transportation</b> <b>101</b>                                                        | <b>EMS Response Agency</b><br>Metro Ambulance Service Rural - AMR                                                                                         |
| 000 (K) Fatal Injury<br>101 (A) Suspected Serious Injury<br>102 (B) Suspected Minor Injury<br>103 (C) Possible Injury<br>104 (O) No Apparent Injury | 000 Not transported<br>100 EMS air<br>101 EMS ground<br>200 Law enforcement<br>980 Other<br>999 Unknown | <b>EMS Response Run #</b> <input type="checkbox"/> Unknown<br><b>602</b><br><b>Facility Receiving Patient</b><br>University Of Mississippi Medical Center |

DRIVER CONDITION AND CIRCUMSTANCES

|                                                                                                                                                                                                                                                                          |                                                                                                                                                              |                                                                                                                                                                                                                                                                 |                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| <b>Conditions at Time of Crash</b> <b>000</b>                                                                                                                                                                                                                            | <b>Distorted By</b> <b>999</b>                                                                                                                               | <b>Distraction Source</b> <b>999</b>                                                                                                                                                                                                                            | <b>Speeding Related</b> <b>999</b>                                                             |
| 000 Apparently normal<br>100 Asleep or fatigued<br>101 Emotional (depressed, angry, disturbed, etc.)<br>102 Ill (sick), fainted<br>103 Physically impaired<br>104 Under the influence of medications/<br>drugs/alcohol<br>970 Not applicable<br>980 Other<br>999 Unknown | 000 Not distracted<br>100 Talking / listening<br>101 Manually operating a device<br>(e.g., texting, dialing, playing game, etc.)<br>980 Other<br>999 Unknown | 100 Hands-free mobile phone<br>101 Hand-held mobile phone<br>102 Vehicle-integrated device<br>198 Other electronic device<br>200 Passenger or other non-motorist<br>201 External to vehicle/non-motorist area<br>298 Other<br>970 Not applicable<br>999 Unknown | 000 No<br>100 Exceeded speed limit<br>101 Racing<br>102 Too fast for conditions<br>999 Unknown |

|                                           |                                                                                   |                                                                                                                                                                          |                                                                                                                                                                            |            |
|-------------------------------------------|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>Suspected Alcohol Usage</b> <b>000</b> | <b>Test Status</b> <b>000</b>                                                     | <b>Alcohol Test Type</b>                                                                                                                                                 | <b>970 Alcohol Test Results</b> <b>970</b>                                                                                                                                 | <b>BAC</b> |
| 000 No<br>100 Yes<br>999 Unknown          | 000 Test not given<br>001 Test refused<br>100 Test given<br>999 Unknown if tested | 100 Blood<br>101 Blood clot<br>102 Blood plasma/serum<br>200 Breath<br>201 Preliminary breath test (PBT)<br>300 Urine<br>301 Vitreous<br>970 Not applicable<br>980 Other | 000 Results pending<br>001 Negative results with no actual value<br>100 Results received<br>101 Positive results with no actual value<br>970 Not applicable<br>999 Unknown |            |

|                                        |                                                                                   |                                                                                                                    |                              |
|----------------------------------------|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|------------------------------|
| <b>Suspected Drug Usage</b> <b>000</b> | <b>Test Status</b> <b>000</b>                                                     | <b>Drug Test Type</b>                                                                                              | <b>970 Drug Test Results</b> |
| No<br>Yes<br>999 Unknown               | 000 Test not given<br>001 Test refused<br>100 Test given<br>999 Unknown if tested | 100 Blood<br>101 Urine<br>102 Both blood and urine<br>103 Saliva<br>198 Other<br>970 Not applicable<br>999 Unknown | Not applicable               |

DRIVER ACTIONS

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Driver Actions at Time of Crash</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>999 Avoidance Maneuver</b> <b>000</b>                                                                                                                                                                                                                                                                                                                                                |
| 000 No contributing action<br><br>100 Disregard other road markings<br>101 Disregard other traffic signs<br>102 Failed to keep in proper lane<br>103 Failed to yield right-of-way<br>104 Followed too closely<br>105 Improper backing<br>106 Improper passing<br>107 Improper turn<br>108 Operated motor vehicle in inattentive, careless, negligent, or erratic manner<br>109 Operated motor vehicle in reckless or aggressive manner<br>110 Over-correcting or over-steering<br>111 Ran off roadway<br>112 Ran red light<br>113 Ran stop sign<br>114 Swerved or avoided due to wind, slippery surface, motor vehicle, object, non-motorist in roadway, etc.<br>115 Wrong side or wrong way<br><br>980 Other contributing action<br>999 Unknown | 000 No avoidance maneuver<br><br>100 Accelerating<br>101 Accelerating and steering left<br>102 Accelerating and steering right<br>103 Braking and steering left<br>104 Braking and steering right<br>105 Braking (lockup)<br>106 Braking (no lockup)<br>107 Braking (lockup unknown)<br>108 Releasing brakes<br>109 Steering left<br>110 Steering right<br><br>980 Other<br>999 Unknown |

CITATIONS

MISSISSIPPI UNIFORM CRASH REPORT  
DIAGRAM

2022031041

Scene #

1

Rev. 2021-1

Agency #

2504

Case #

2022056459

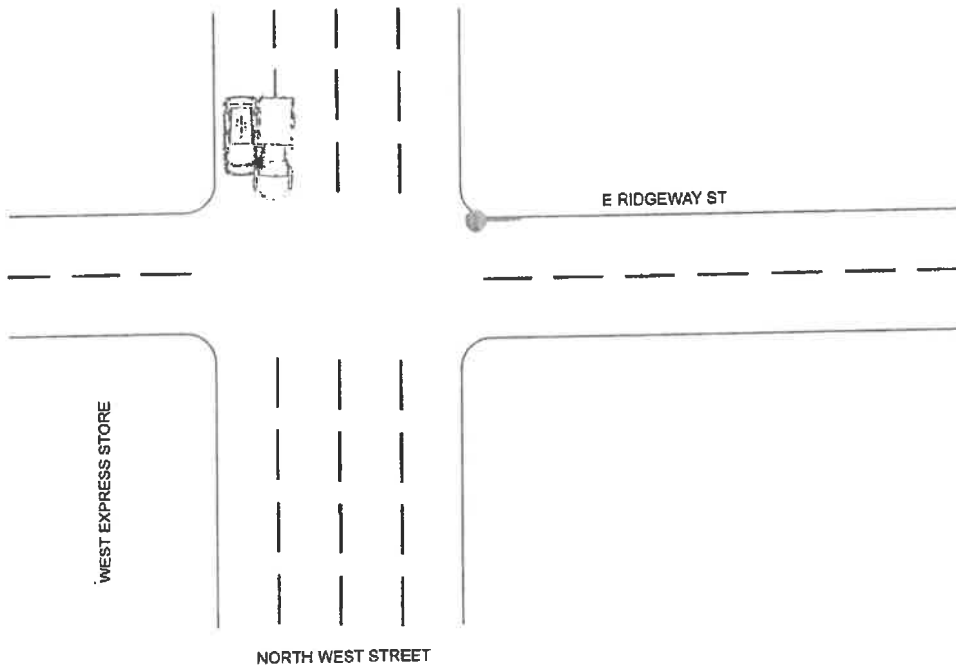
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CRASH DIAGRAM



## NARRATIVE

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## CRASH NARRATIVE

V1 AND V2 WERE TRAVELING SOUTH ON N WEST ST NEAR RIDGEWAY ST. V1 WAS TRAVELING IN THE LEFT LANE AND V2 WAS TRAVELING IN THE RIGHT LANE. V2 STATED V1 ALMOST SIDESWIPE HER NEAR THE RED LIGHT AT N WEST ST AT MAYES ST PRIOR TO THE ACCIDENT. V2 ALSO STATED V1 WAS HANDLING HIS GPS AT THE TIME. V2 STATED STRAY DOGS WERE CROSSING OR IN THE MIDDLE OF THE STREET AND V1 SWERVED OVER ONTO HER TO AVOID STRIKING THE ANIMALS WITH HIS VEHICLE INSTEAD OF SLOWING DOWN AND STOPPING. V1 DID NOT MAKE A STATEMENT AND CALLED HIS SUPERVISOR TO THE SCENE.



RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
SUPPORTING A NEW FOOTBALL STADIUM FOR JACKSON STATE UNIVERSITY

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Resolution; and

WHEREAS, the renaissance of the Jackson State University football program under the leadership of President Thomas K. Hudson with the addition of new head football coach, Coach Prime, and the national and international renowned garnered by the continuously successful football program bringing positive attention to the University, HBCUs all over the United States, the City of Jackson and the State of Mississippi; and

WHEREAS, the City of Jackson being Mississippi's capital city must be made a priority in the state government; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council express its common desire and full support for a new football stadium for Jackson State University in the City of Jackson.

THEREFORE, IT IS HEREBY RESOLVED, the City Council of Jackson, Mississippi hereby supports a new football stadium for Jackson State University.

SO RESOLVED, this the \_\_\_\_\_

Agenda Item No. 38  
Agenda Date October 11, 2022  
(Stokes)



ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
AUTHORIZING THE IMMEDIATE CLEAN-UP OF THE RECENTLY BURNED  
SITE AND LONG-STANDING PUBLIC HEALTH HAZARD AT THE  
INTERSECTION OF PALMYRA STREET AND MONUMENT STREET

WHEREAS, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this Order; and

WHEREAS, the long-standing public health hazard at the intersection of Palmyra Street and Monument Street was ablaze recently with an hours-long fire which has continuing dire public health consequences to the surrounding communities; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that this lethal public health site be immediately cleaned up and cleared of any hazardous materials; and

THEREFORE, IT IS HEREBY ORDERED, that the City Council of Jackson, Mississippi hereby authorizes the immediate clean-up of the recently burned site and long-standing public health hazard at the intersection of Palmyra Street and Monument Street.

SO ORDERED, this the \_\_\_\_\_

|                                                                |
|----------------------------------------------------------------|
| Agenda Item No. 39<br>Agenda Date October 11, 2022<br>(Stokes) |
|----------------------------------------------------------------|





ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
AUTHORIZING TWO HUNDRED FIFTY THOUSAND DOLLARS GRANT TO  
VISIT JACKSON TO HELP JACKSON BUSINESSES BECAUSE OF WATER CRISIS

WHEREAS, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this Order; and

WHEREAS, the office of Visit Jackson is the local business advocate organization who assists businesses to grow and thrive in the City of Jackson; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the local businesses receive some help from the City of Jackson in light of the water crisis; and

WHEREAS, Two Hundred Fifty Thousand Dollars (\$250,000.00) will come from the general fund to be replaced in the general fund by fund balance funds when fund balance revenue numbers are in.

THEREFORE, IT IS HEREBY ORDERED, that the City Council of Jackson, Mississippi hereby authorizes a Two Hundred Fifty Thousand Dollars grant to Visit Jackson to help Jackson businesses because of the water crisis.

SO ORDERED, the the \_\_\_\_\_

|                                                                |
|----------------------------------------------------------------|
| Agenda Item No. 40<br>Agenda Date October 11, 2022<br>(Stokes) |
|----------------------------------------------------------------|



ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
AUTHORIZING THE MAYOR TO CONTINUE AND COMPLETE THE REQUEST FOR  
PROPOSAL PROCESS TO ALLOW AN OPPORTUNITY FOR A GARBAGE  
CONTRACT APPROVED BY THE AFFIRMATIVE VOTE OF THE JACKSON CITY  
COUNCIL

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Order; and

WHEREAS, the Request for Proposal (RFP) process for a garbage contract for the City of Jackson was unilaterally and abruptly ended by the Mayor before the Jackson City Council was able to vote on all of the bids offered in the RFP; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council complete the Request for Proposals process as bid and that the Jackson City Council be given the opportunity to vote on all of the proposals and allow an opportunity for an affirmative vote to be taken by the Jackson City Council in order to obtain a garbage contract in accordance with all rules, regulations, and laws applicable to the RFP process.

THEREFORE, IT IS HEREBY ORDERED, that the City Council of Jackson, Mississippi hereby votes in favor of authorizing the Mayor to continue and complete the Request for Proposal process to allow an opportunity for a garbage contract approved by the affirmative vote of the Jackson City Council.

SO ORDERED, this the \_\_\_\_\_

Agenda Item No. 41  
Agenda Date October 11, 2022  
(Stokes)



**RESOLUTION OF THE GOVERNING AUTHORITY FOR THE CITY OF JACKSON, MISSISSIPPI RECOGNIZING AND AGREEING THAT THERE IS A NEED FOR MISSISSIPPI REGIONAL HOUSING AUTHORITY NO. VI TO EXERCISE ITS POWERS IN THE CITY OF JACKSON, MISSISSIPPI BY PROVIDING HOUSING FOR LOW TO MODERATE-INCOME FAMILIES IN THE CITY OF JACKSON, MISSISSIPPI.**

**WHEREAS**, the city of Jackson, Mississippi (“the city”) is a municipality and county seat for Hinds County, Mississippi and the capital city for the State of Mississippi; and

**WHEREAS**, the city is governed by a Mayor and seven member City Council who act as the city of Jackson, Mississippi; and

**WHEREAS**, the Jackson Housing Authority (“JHA”) is a municipal housing authority for the city of Jackson, Mississippi created in 1969 under the Housing Authorities Law of the State of Mississippi, MISS. CODE ANN. §§ 43-33-1, et seq., and public housing authority (PHA) charged with the responsibility of providing housing to low to moderate income families in the city through programs for the United States Housing and Urban Development (“HUD”); and

**WHEREAS**, the JHA is governed by a five-member Board of Commissioners who act as JHA; and

**WHEREAS**, Mississippi Regional Housing Authority No. VI (“MRHA VI”) is a regional housing authority created prior to 1969 under the Housing Authorities Law for the State of Mississippi, MISS. CODE ANN. §§ 43-33-1, et seq., and the Supplemental Housing Authorities Law, MISS. CODE ANN. § 43-33-101, et seq., and a public housing authority (“PHA”) charged with the responsibility of providing housing to low to moderate income families in nine counties in the State of Mississippi, including Hinds County, Mississippi through programs for HUD; and

**WHEREAS**, MRHA VI is governed by a nine member Board of Commissioners who act as Mississippi Regional Housing Authority No. VI; and

**WHEREAS**, MISS. CODE ANN. § 43-33-105 provides that a “regional housing authority shall not undertake any housing authority project or projects within the boundaries of any city unless a resolution shall have been adopted by the governing body of such city (and also by any housing authority which shall have been theretofore established and authorized to exercise its powers in such city) declaring that there is a need for the ... regional housing authority to exercise its powers within such city”; and

**WHEREAS**, there is a tremendous need for housing for low to moderate income families in the city; and

**WHEREAS**, there is a need for MRHA VI to exercise its powers by providing housing for low to moderate income families in the city; and

**WHEREAS**, the Board of Commissioners for MRHA VI desires, is willing, and has exercised its powers by providing housing for low to moderate income families in the city; and

**WHEREAS**, the Jackson City Council for the city recognize and agree that there is a need for MRHA VI to exercise its powers by providing housing for low to moderate-income families in the city.

**NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED** by the Jackson City Council for the city that there is a need for MRHA VI to exercise its powers by providing housing for low to moderate-income families in the city of Jackson, Mississippi.

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS TO BE USED BY THE OFFICE OF THE CLERK OF COUNCIL.**

**WHEREAS**, the Clerk of Council's Office desires to enter into a 48-month rental agreement for a copier; and

**WHEREAS**, Advantage Business Systems has agreed to provide a Konica Minolta Bizhub C650i Digital Color Copier/Printer System with auxiliary equipment through the State of Mississippi's Contract #8200062059 at a cost of \$333.00 per month plus a copy charge of \$0.0085 for all (black and white) and \$0.05 (color) per copy; and

**WHEREAS**, Advantage Business Systems Company is located at 5442 Executive Place, Jackson, MS 39206; and

**WHEREAS**, it is the recommendation of the Clerk of Council's Office that this contract be approved.

**IT IS THEREFORE ORDERED**, that the Mayor is authorized to execute an agreement for an agreement with Advantage Business Systems, as well as copy and all related documents, to provide a 48-month rental of a Konica Minolta Bizhub C650i Digital Color Copier/Printer System with certain auxiliary equipment required to meet those special needs of the City Clerk's Office as related to the functions of said division, at a cost of \$333.00 per month, plus a copy charge of \$.0085 for all (black and white) and \$.05 (color) (based pm single sided, letter sized image) per copy to include: labor, parts, toner, finisher with hole punch.

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

Agenda Item No. 43

(S.Jordan, Foote)

Meeting Date: October 11, 2022

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET      October 11, 2022**

| <b>POINTS</b> |                                                                                                                                                                                                                                         | <b>COMMENTS</b>                                                                                                                                                                                                                                                                                  |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.            | <b>Brief Description/Purpose</b>                                                                                                                                                                                                        | This item provides for the 48-month rental of the digital color copier for the Office of the Clerk of Council.                                                                                                                                                                                   |
| 2.            | <b>Public Policy Initiative</b><br>1. Youth & Education<br>2. Crime Prevention<br>3. Changes in City Government<br>4. Neighborhood Enhancement<br>5. Economic Development<br>6. Infrastructure and Transportation<br>7. Quality of Life | This copier will allow the Clerk of Council's office to produce various types of documents efficiently.                                                                                                                                                                                          |
| 3.            | <b>Who will be affected</b>                                                                                                                                                                                                             | Clerk of Council Office                                                                                                                                                                                                                                                                          |
| 4.            | <b>Benefits</b>                                                                                                                                                                                                                         | It will improve the quality of documents of the productivity of the office.                                                                                                                                                                                                                      |
| 5.            | <b>Schedule (beginning date)</b>                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                  |
| 6.            | <b>Location:</b><br>■ WARD<br>■ CITYWIDE (yes or no) (area)<br>■ Project limits if applicable                                                                                                                                           | City Hall 2 <sup>nd</sup> floor                                                                                                                                                                                                                                                                  |
| 7.            | <b>Action implemented by:</b><br>■ City Department <input checked="" type="checkbox"/><br>■ Consultant <input type="checkbox"/>                                                                                                         | Office of the Clerk of Council                                                                                                                                                                                                                                                                   |
| 8.            | <b>COST</b>                                                                                                                                                                                                                             | \$333.00/month + copies (\$.0085 for all b/w and \$.05 for all color copies)                                                                                                                                                                                                                     |
| 9.            | <b>Source of Funding</b><br>■ General Fund <input checked="" type="checkbox"/><br>■ Grant <input type="checkbox"/><br>■ Bond <input type="checkbox"/><br>■ Other <input type="checkbox"/>                                               | General Fund 001402006514                                                                                                                                                                                                                                                                        |
| 10.           | <b>EBO participation</b>                                                                                                                                                                                                                | ABE _____%      WAIVER yes ___ no ___      N/A ___x___<br>AABE _____%      WAIVER yes ___ no ___      N/A ___x___<br>WBE _____%      WAIVER yes ___ no ___      N/A ___x___<br>HBE _____%      WAIVER yes ___ no ___      N/A ___x___<br>NABE _____%      WAIVER yes ___ no ___      N/A ___x___ |





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

**TO:** Chokwe Antar Lumumba, Mayor  
City Council Members

**FROM:** Shanekia Jordan, Clerk of Council

**DATE:** October 11, 2022

**RE:** Advantage Business Systems 2022 Copier Contract Renewal

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Please find the attached agenda item to approve a 48-month copier rental agreement with Advantage Business Systems, located at 5442 Executive Place, Jackson, Mississippi. The Office of the Clerk of Council has reviewed copiers through the State of Mississippi Contracts and decided that the Konica Minolta's Bizhub c650i Digital Color Copier System (available through MS State Contract #8200062059) is best suited to provide the various types of documents needed by our office.

The Advantage Business Systems is the current supplier and they provide exceptional customer service to our office.

The monthly lease price for the requested copier is \$333.00, which includes all labor, parts, toner drums, service calls, preventive maintenance and unlimited on-site customer training, plus a per copy price of \$.0085 for all black and white copies and \$.05 for all color copies.

If you should have any questions, please contact Shanekia at (601)960-2322.

*Shanekia Jordan*  
Clerk of Council

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

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS TO BE USED BY THE OFFICE OF THE CLERK OF COUNCIL** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

10/5/22  
Date

OFFICE OF THE CITY ATTORNEY

**ORDER APPOINTING SHIRLEY DANIELS DEPUTY CLERK OF COUNCIL ON A PART-TIME BASIS.**

**WHEREAS**, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

**WHEREAS**, the position of Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

**WHEREAS**, the Jackson City Council has not appointed any individuals to fill the position Deputy Clerk of the Council; and

**WHEREAS**, after evaluating her qualifications and experience, the governing authorities for the City of Jackson have determined that *Shirley Daniels* is a suitable person to serve as Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that *Shirley Daniels* shall be appointed to serve as Deputy Clerk of the Council with part-time service commencing on October 11, 2022.

**IT IS HEREBY ORDERED** that the compensation to be paid *Shirley Daniels* upon commencement of her service as Deputy Clerk of the Council shall be \$15.23 per hour at a maximum of 20 hours per week or \$15,838.16 annually excluding any applicable fringe benefits.

**IT IS HEREBY ORDERED** that *Shirley Daniels* tenure as Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

**IT IS HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of *Shirley Daniels* as Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that Mississippi's law concerning at will employment shall remain unchanged by the appointment of as *Shirley Daniels* Deputy Clerk of the Council.

Agenda Item 

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Date October 11, 2022  
By: JACKSON CITY COUNCIL



**ORDER APPOINTING DOROTHY DAVIS DEPUTY CLERK OF COUNCIL ON A PART-TIME BASIS.**

**WHEREAS**, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

**WHEREAS**, the position of Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

**WHEREAS**, the Jackson City Council has not appointed any individuals to fill the position Deputy Clerk of the Council; and

**WHEREAS**, after evaluating her qualifications and experience, the governing authorities for the City of Jackson have determined that *Dorothy Davis* is a suitable person to serve as Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that *Dorothy Davis* shall be appointed to serve as Deputy Clerk of the Council with part-time service commencing on October 11, 2022.

**IT IS HEREBY ORDERED** that the compensation to be paid *Dorothy Davis* upon commencement of her service as Deputy Clerk of the Council shall be \$15.23 per hour at a maximum of 20 hours per week or \$15,838.16 annually excluding any applicable fringe benefits.

**IT IS HEREBY ORDERED** that *Dorothy Davis* tenure as Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

**IT IS HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of *Dorothy Davis* as Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that Mississippi's law concerning at will employment shall remain unchanged by the appointment of as *Dorothy Davis* Deputy Clerk of the Council.

Agenda Item:

Date October 11, 2022

By: JACKSON CITY COUNCIL

